

## **General terms and conditions of ABT Sportsline GmbH (issue date: 28.12.2025)**

### **§ 1 Scope of application**

1. The valid General Terms and Conditions (hereinafter referred to as 'GTC') are available free of charge at any time on the ABT SE website at [www.abt-sportsline.de](http://www.abt-sportsline.de) in a storable and printable version.
2. These GTC apply to all contracts, in particular purchase, work and service contracts between the customer/supplier (hereinafter referred to as the 'contractual partner') and the ABT SE Group and its affiliated companies: ABT Sportsline GmbH, ABT e-Line GmbH, ABT Servicecenter GmbH, ABT Lifestyle GmbH, Johann-Abt-Straße 2, 87437 Kempten (hereinafter: 'ABT'). The inclusion of the contractual partner's own terms and conditions is hereby rejected, unless the contractual partner is a special fund under public law or an entrepreneur, unless expressly agreed otherwise. For the purposes of these General Terms and Conditions, an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) is any natural or legal person or partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their independent professional or commercial activity.
3. The General Terms and Conditions in the version valid at the time of conclusion of the contract shall apply.
4. The General Terms and Conditions shall be deemed to be an integral part of the contract, unless otherwise agreed in writing in an individual agreement between ABT and the contractual partner in accordance with Section 126b of the German Civil Code (BGB).

### **§ 2 Conclusion of contract**

1. Offers made by ABT, including those on its website, are subject to change and non-binding unless expressly agreed otherwise. Drawings, illustrations, descriptions, dimensions, weights or other performance data (such as speeds) are only binding if this has been expressly agreed in writing.
2. We reserve the right to make reasonable technical and design deviations from the information in brochures, catalogues and written documents, as well as model, design and material changes in the course of technical progress and further development, without this giving rise to any rights against ABT, in particular insofar as orders from the areas of engine technology, chassis and exhaust technology, which depend on vehicle-specific data, are affected.
3. Contracts between ABT and the contractual partner shall come into effect after ABT has sent an offer/order confirmation and the contractual partner has accepted this in writing in accordance with Section 126b of the German Civil Code (BGB) or upon delivery of the purchased item by ABT. The requirement for written form in the case of a contracting party who is a consumer serves exclusively for evidence purposes, whereby this does not exclude other means of evidence.
4. In the event of a cost estimate prepared by ABT, the services rendered may be invoiced to the contractual partner if this has been agreed in individual cases. If an order is placed on the basis of this cost estimate, any costs for the cost estimate shall be offset against the order invoice.

### **§ 3 Completion and delivery conditions**

1. The delivery or service date for the order and the delivery or service period for the order shall be agreed upon based on ABT's expected capacity and shall be non-binding and subject to unforeseen circumstances and obstacles, regardless of whether these occur at ABT or at the manufacturer, in particular force majeure, government measures, failure to obtain official approvals, labour disputes of any kind, sabotage, raw material shortages, or delayed material deliveries through no fault of ABT. Such events shall extend the delivery or service date accordingly, even if they occur during an already existing delay. In this case, any grace period set by the contractual partner shall also be extended by the duration of the unforeseen event. In such events, ABT shall in particular not be obliged to provide a replacement vehicle or to reimburse the costs for the actual use of a rental vehicle. However, ABT shall be obliged to inform the contractual partner of the delays, insofar as this is possible and reasonable. If such events lead to a delay in performance of more than four months, the contractual partner may withdraw from the contract. This shall not affect the contractual partner's statutory rights of withdrawal, e.g. due to the discontinuation of the basis of the transaction or impossibility of performance for which the contractual partner is not responsible.

2. If the scope of work changes or expands compared to the original order and this causes a delay, ABT shall immediately specify a new completion date, stating the reasons. If the dispatch of goods ready for dispatch is delayed for reasons for which ABT is not responsible, the contractual products may be stored at the expense and risk of the contractual partner.

3. ABT expressly reserves the right to make reasonable partial deliveries/services and to invoice them.

4. If the contractual partner is a special fund under public law or an entrepreneur within the meaning of Section 1 (1) of the General Terms and Conditions, the risk of accidental loss and accidental deterioration of the goods in the case of a sale by delivery shall pass to the freight forwarder, the carrier or any other person designated to carry out the shipment upon handover of the goods. If the contractual partner is a consumer, the risk of accidental loss and accidental deterioration in the case of a sale by delivery shall only pass to the buyer if the buyer has commissioned the forwarding agent, the carrier or any other person or institution designated to carry out the shipment and the entrepreneur has not previously named this person or institution to the buyer.

5. Packaging costs are included in the shipping costs for goods deliveries. ABT will take back any packaging incurred within Germany free of charge.

## **§ 4 Place of performance**

1. Unless otherwise agreed, the place of performance for services is the registered office of ABT in Kempten. In the case of contracts with ABT Sportsline GmbH and ABT Servicecenter GmbH, the contractual partner shall deliver the subject matter of the contract to the place of performance at its own expense on the agreed date.
2. Unless otherwise agreed, rectification work on services shall be carried out exclusively at ABT's registered office in Kempten. If the contractual partner is a special fund under public law or an entrepreneur within the meaning of Section 1 (1) of the General Terms and Conditions, transport and travel costs shall be borne by the contractual partner.

## **§ 5 Acceptance**

1. The contractual partner is obliged to accept the purchased item or to collect the order item within two weeks of receipt of the completion notice and delivery or dispatch of the invoice. For services performed by ABT within one working day, the aforementioned period is reduced to three working days.
2. In the event of a delay in acceptance, ABT may charge the customary local storage fee. The costs and risks of storage shall be borne by the contractual partner.
3. In the event of non-acceptance of the purchased item/order item, ABT may exercise its legal rights.  
In the event of non-acceptance of a new car, ABT may claim damages amounting to 15% of the purchase price. The damages shall be set higher or lower if ABT proves that the damage was greater or if the contractual partner proves that the damage was less or that no damage was incurred at all.  
In the event of non-acceptance of a used car, ABT may claim damages amounting to 10% of the purchase price. The damages shall be set higher or lower if ABT proves that the damage incurred was greater or if the contractual partner proves that the damage incurred was less or that no damage was incurred at all.
4. If the contractual partner withdraws from the contract or cancels the order before completion of the purchase or order item, ABT may demand compensation amounting to 10% of the net contract sum. This shall not apply in cases where the contractual partner is entitled to a right of withdrawal in accordance with § 3 No. 1 of the General Terms and Conditions and the contractual partner has exercised this right of withdrawal. The compensation shall be set higher or lower if ABT proves that the damage was greater or if the contractual partner proves that the damage was less or that no damage was incurred at all.
5. If ABT and the contractual partner agreed at the time of conclusion of the contract that the contractual partner would make a down payment and the contractual partner has made this down payment, ABT shall be entitled to offset its claims for damages against the contractual partner's claim for repayment of the down payment.

## **§ 6 Technical inspection and registration**

After the technical inspection (TÜV, Dekra, etc.) has been completed, the Contractual Partner is obliged to have the technical modification entered in the vehicle documents by the registration authority responsible for them without delay. ABT also recommends that the contracting party inform the motor vehicle insurer of the modifications to the vehicle.

## **§ 7 Order execution**

1. The contractual partner expressly authorises ABT to carry out test drives and transfer journeys with the object of the order.
2. If necessary, ABT will update the object of the order to the latest software version. Where technically possible, vehicle data will be temporarily encrypted and backed up in this context. Irrespective of this, the contractual partner is strongly advised to back up data and individual settings in the vehicle in accordance with the operating instructions in order to avoid data loss. The software update may also result in modifications to the design of functional features.
3. Once the wheels have been fitted, the wheel bolts must be retightened after 50 to 100 km.

## **§ 8 Spare parts**

Unless otherwise agreed when the order is placed, replaced parts become the property of ABT.

## **§ 9 Retention of title**

1. The following provisions regarding retention of title shall apply between ABT and the contractual partner who is a special fund under public law or an entrepreneur within the meaning of § 1 (1) of the General Terms and Conditions:
  - a) ABT retains title to the delivered goods until all current and future claims arising from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.
  - b) Until full payment of the secured claims has been made, the goods subject to retention of title may neither be pledged to third parties nor transferred as security. The contractual partner must notify ABT in writing without delay in the event that an application for the opening of insolvency proceedings is filed or if third parties (e.g. seizures) have access to goods belonging to ABT. If the third party is unable to reimburse ABT for the judicial and extrajudicial costs of a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the contractual partner shall be liable for the loss incurred by ABT.
  - c) In the event of a breach of contract by the contractual partner, in particular in the event of non-payment of the purchase price due, ABT shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for surrender does not simultaneously contain a declaration of withdrawal; rather, ABT is entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. In the event that the contractual partner fails to pay the purchase price due, ABT must have set the contractual partner a reasonable deadline for payment without success

before asserting these rights. This shall only apply if such a deadline is not dispensable under the statutory provisions.

d) Until revoked in accordance with VII. 4. Lit. c, the contractual partner is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:

aa) Products made from ABT goods through combination, mixing or processing are subject to retention of title at their full value, with ABT being considered the manufacturer. In the event that third-party goods retain their ownership rights when combined, mixed or processed with ABT goods, ABT acquires co-ownership in proportion to the invoice values of the combined, mixed or processed goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

bb) The contractual partner hereby assigns to ABT, for security purposes, all claims against third parties arising from the resale of the goods or the product, either in full or in the amount of any co-ownership share of ABT in accordance with § 9 No. 1 lit. d) aa), in the amount of the final invoice amount agreed with ABT (including VAT). ABT accepts the assignment. The obligations of the contractual partner listed in § 9 No. 1 lit. b) also apply with regard to the assigned claims.

cc) The contractual partner remains authorised to collect the claim alongside ABT. As long as the contractual partner meets its payment obligations to ABT, there is no deficiency in the contractual partner's ability to pay, and ABT does not assert its retention of title by exercising a right in accordance with Section 9 No. 1 lit. c), ABT undertakes not to collect the claim. If ABT asserts a right in accordance with § 9 No. 1 lit. c), ABT may demand that the contractual partner disclose the assigned claims and their debtors, and that the contractual partner provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment. In addition, ABT shall be entitled to revoke the contractual partner's right to resell and its right to process the goods subject to retention of title.

dd) In the event that the realisable value of the securities exceeds the value of ABT's claims by more than 10%, ABT shall, at the request of the contractual partner, release securities of its choice.

e) The contractual partner is obliged to treat the purchased item with care until ownership has been transferred to them. If maintenance and inspection work needs to be carried out, the contractual partner must do so in good time at their own expense.

2. The following provisions regarding retention of title are agreed between ABT and the contractual partner who is a consumer:

a) ABT retains title to the delivered goods until all claims arising from the delivery contract have been paid in full.

b) The contractual partner is obliged to treat the purchased item with care, to store it carefully and to keep it in perfect condition until ownership has been transferred to them. As long as ownership has not yet been transferred, the contractual partner must notify ABT immediately in writing in accordance with § 126b BGB (German Civil Code) if the delivered goods are seized or subject to other interventions by third parties. In the event of seizure, the enforcement officer must also be immediately informed of the retention of title and ABT must be provided with the documents necessary for the objection. If the third party is unable to reimburse ABT for the judicial and extrajudicial costs of a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the contractual partner shall be liable for the loss incurred by ABT.

c) If the delivered goods subject to retention of title are processed by the contractual partner, the processing shall be carried out in the name and on behalf of ABT. ABT shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title to the other processed

items at the time of processing. The contractual partner shall hold the co-ownership thus created in safekeeping for ABT free of charge.

d) If the goods subject to retention of title are inseparably combined or mixed with other items not belonging to ABT, ABT shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title to the other combined or mixed items at the time of combination or mixing. If the combination or mixing is carried out in such a way that the contractual partner's item is to be regarded as the main item, it shall be deemed agreed that the contractual partner shall transfer proportional co-ownership to ABT. The contractual partner shall store the co-ownership thus created free of charge for ABT.

e) ABT undertakes, at the request of the contractual partner, to release the securities to which it is entitled to the extent that the realisable value of the securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released shall be at the discretion of ABT.

f) As long as the retention of title exists, any change to the detriment of ABT, any sale, pledging, transfer by way of security or other transfer of the object of the order to third parties without the written consent of ABT is not permitted. The buyer hereby assigns to ABT as security any claims against third parties arising from the resale in the amount of the invoice value of ABT's claim.

g) If the contractual partner is culpably in default of payment despite a deadline having been set, ABT is entitled to collect the purchased item from the contractual partner. The costs of collection shall be borne by the contractual partner.

## **§ 10 Liability for material defects, limitation period**

1. In the event of defects, the contractual partner, who is a special fund under public law or an entrepreneur within the meaning of § 1 (1) of the General Terms and Conditions, shall be entitled to the statutory warranty rights in accordance with the following provisions:

If only merchants are involved in a purchase contract and it is a commercial transaction for both parties, the provisions of the German Commercial Code (HGB) shall apply in addition.

Defects in the subject matter of the contract must be precisely described by the contractual partner. The notice of defects must be made in text form in accordance with Section 126 b of the German Civil Code (BGB), setting a reasonable deadline for the defect to be remedied.

If the subject matter of the order becomes inoperable due to a material defect, the provisions for consumers under Section 10 No. 2 of the General Terms and Conditions shall apply.

Claims by the contractual partner for material defects in the delivery of used goods are excluded.

Claims by the contractual partner due to defects in the subject matter of the contract shall become time-barred one year after performance and acceptance, unless otherwise agreed.

The above exclusion of liability shall not apply

- in the event of an intentional breach of duty by ABT;
- in the event of a grossly negligent breach of duty by ABT or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of ABT;
- in the event of damage resulting from injury to life, limb or health based on a negligent breach of duty by ABT or an intentional or negligent breach of duty by a legal representative or vicarious agent of ABT;
- if ABT is liable under the Product Liability Act for personal injury or property damage to privately used items;
- in the event of fraudulent concealment of a defect or the assumption of a guarantee.

In this case, the statutory provisions shall apply.



In the event of material defects and defects of title in goods with digital elements, the provisions of this section shall not apply to the digital elements; instead, the statutory provisions shall apply. 2.

2. In the event of defects, the contractual partner who is a consumer within the meaning of Section 13 of the German Civil Code (BGB) shall be entitled to the statutory warranty rights in accordance with the following provisions:

Defects in the purchased item must be precisely described by the contractual partner. The notice of defects must be made in writing in accordance with Section 126b BGB, setting a reasonable deadline for the defect to be remedied.

If the object of the order becomes inoperable due to a material defect, the contractual partner may, with the prior consent of ABT, also contact another master automotive workshop, preferably an authorised ABT brand partner. In this case, the order form must state that ABT is responsible for rectifying the defect and that the removed parts must be kept available for ABT for a reasonable period of time. ABT is obliged to reimburse the contracting party for any reasonable repair costs that it can prove it has incurred.

Claims by the contractual partner for material defects shall become time-barred two years after delivery of the purchased item in the case of delivery of new items, unless otherwise agreed in the following paragraphs.

Claims by the contractual partner for material defects in the delivery of used goods shall become time-barred one year after delivery of the purchased item, unless otherwise agreed in the following paragraphs.

Claims by the contractual partner for defects in the object of the order shall become time-barred two years after performance and acceptance, unless otherwise agreed.

The following disclaimer does not apply

- in the event of an intentional breach of duty by ABT;
- in the event of a grossly negligent breach of duty by ABT or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of ABT;
- in the event of damage resulting from injury to life, limb or health based on a negligent breach of duty by ABT or an intentional or negligent breach of duty by a legal representative or vicarious agent of ABT;
- if ABT is liable under the Product Liability Act for personal injury or property damage to privately used items;
- in the event of fraudulent concealment of a defect or the assumption of a guarantee.

In this case, the statutory provisions shall apply.

In the event of material defects and defects of title in goods with digital elements, the provisions of this section shall not apply to the digital elements; instead, the statutory provisions shall apply.

3. In the event of justified claims for liability for material defects, ABT shall, at its discretion, either repair or replace the goods. The contractual partner is obliged to accept a replacement delivery in exchange for returning the defective goods. If ABT does not remedy defects within a reasonable grace period set in writing in accordance with Section 126 b of the German Civil Code (BGB), the contractual partner shall be entitled to demand either rescission of the contract or a reasonable reduction in price. The contractual partner may only claim damages for consequential damage in accordance with Section 280 of the German Civil Code (BGB). Further claims for damages, in particular for damage caused by defects in accordance with Section 281 BGB, are excluded.

Claims by the contractual partner for reimbursement of expenses in accordance with Section 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase or a consumer contract for the provision of digital products.

4. If ABT is liable for damage caused by slight negligence in accordance with statutory provisions, ABT's liability shall be limited: Liability shall only apply in the event of a breach of essential contractual obligations, such as those which the contract imposes on ABT according to its content and purpose, or the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely. This liability is limited to the typical damage foreseeable at the time the contract was concluded. Insofar as the damage is covered by insurance taken out by the contractual partner for the relevant claim (excluding fixed-sum insurance), ABT shall only be liable for any associated disadvantages incurred by the contractual partner, e.g. higher insurance premiums or interest disadvantages until the claim is settled by the insurance company.

The personal liability of ABT's legal representatives, vicarious agents and employees for damage caused by slight negligence is excluded.

Section 10 (1) and (2) of the General Terms and Conditions apply accordingly to the aforementioned limitation of liability and the aforementioned exclusion of liability.

5. Damage caused by insufficient or incorrect information provided by the contractual partner, improper handling or excessive strain by the contractual partner, failure to observe the regulations on the handling, maintenance and care of the object of the order (e.g. operating instructions, service booklet, etc.) or due to the contractual partner or third parties commissioned by them making changes or repairs to the object of the order without the approval of ABT, are excluded from liability for material defects.

6. Normal, customary wear and tear does not constitute a material defect and is therefore excluded from the warranty; in particular, damage caused by above-average mileage (> 30,000 km/year) is also excluded from the warranty.

7. The parties are aware and agree that motorsport parts are short-lived, high-performance products that are generally not approved for use on public roads. In such cases, the general operating licence expires. Unless otherwise expressly agreed, ABT does not guarantee that the subject matter of the contract meets the requirements for road traffic.

## **§ 11 Liability for other damages**

1. ABT shall only be liable for simple negligence in the event of a breach of cardinal obligations. Cardinal obligations are essential contractual obligations, the breach of which jeopardises the purpose of the contract or the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely. In the event of a simple negligent breach of cardinal obligations, ABT's liability shall be limited to compensation for the typical damage foreseeable for ABT at the time of conclusion of the contract. The amount of the claim for damages shall be limited to the foreseeable damage typical for the contract. The contractual partner's damage caused by delay shall be limited to 5% of the purchase price. Otherwise, ABT's liability for simple negligence is excluded.

The above exclusion of liability shall not apply

- in the event of damage resulting from injury to life, limb or health based on a negligent breach of duty by ABT or a negligent breach of duty by a legal representative or vicarious agent of ABT;
- if ABT is liable under the Product Liability Act for personal injury or property damage to privately used items.



2. Liability for delays in delivery is conclusively regulated in § 3 of the General Terms and Conditions. For other claims for damages against ABT, the provisions in § 10 Nos. 1 to 6 of the General Terms and Conditions (liability for material defects) apply accordingly.

3. Statements made by ABT in connection with the contract (service description, reference to DIN) do not constitute a guarantee in case of doubt. The assumption of a guarantee by ABT requires an express written declaration.

4. Liability for the loss of money or valuables of any kind that are not expressly taken into custody is excluded.

5. If the contractual partner is a consumer within the meaning of Section 13 of the German Civil Code (BGB) and the subject matter of the contract also includes the provision of digital content or digital services, whereby the vehicle can also fulfil its function without these digital products, the statutory provisions of Sections 327 et seq. BGB shall apply to this digital content or these digital services.

## **§ 12 Prices, invoicing and payment**

1. For contracts with contractual partners who are consumers within the meaning of § 13 BGB (German Civil Code), the prices quoted by ABT include value added tax and any packaging costs that may be incurred.

For contracts with contractual partners who are special funds under public law or entrepreneurs within the meaning of Section 1 (1) of the General Terms and Conditions, net prices are generally stated, which do not include the respective statutory German value added tax. The applicable statutory German value added tax must be added to these prices. The sales tax to be added shall be borne by the contractual partner.

2. The prices stated on the ABT website do not include delivery and shipping costs. For deliveries to countries outside the European Union, additional costs may be incurred in individual cases for which ABT is not responsible and which are to be borne by the contractual partner. These include, for example, costs for money transfers by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties).

3. ABT is entitled to demand a reasonable advance payment when the order is placed. If advance payment has been agreed, payment is due immediately after conclusion of the contract without deduction; otherwise, the invoice amount and the prices for ancillary services are due for payment without deduction upon acceptance of the vehicle and delivery/sending of the invoice, but no later than 1 week after notification of completion and delivery/sending of the invoice.

4. The following provisions regarding price adjustments shall apply between ABT and the contracting party that is a special fund under public law or an entrepreneur within the meaning of Section 1 (1) of the General Terms and Conditions:

All prices contained in ABT's offer for wages, materials, raw materials, land or sea freight, taxes, customs duties or market purchase prices are calculated on the basis of wage costs, purchase prices, taxes and customs duties at the time the offer is made.

The agreed price may be adjusted if, after conclusion of the contract, there are demonstrable changes in the labour costs, purchase prices, taxes and customs duties listed in the offer on which the price calculation is based. The adjustment shall be made to the extent necessary to maintain the equivalence between performance and consideration. Price reductions due to lower cost factors shall be taken into account in the same manner.

5. The following provisions regarding price adjustments shall apply between ABT and the contracting party who is a consumer within the meaning of Section 13 of the German Civil Code (BGB): All prices contained in ABT's offer for wages, materials, raw materials, land or sea freight, taxes and customs duties are calculated on the basis of wage costs, purchase prices, taxes and customs duties at the time the offer is made.

The agreed price may be adjusted if, after conclusion of the contract, there are demonstrable changes in the wage costs, purchase prices, taxes and customs duties contained in the offer on which the price calculation is based. The adjustment shall be made to the extent necessary to maintain the equivalence between performance and consideration. Price reductions due to lower cost factors shall be taken into account in the same manner.

6. Any correction of the invoice must be made by ABT, as must any complaint by the contractual partner, no later than 6 weeks after receipt of the invoice.

### **§ 13 Offsetting and retention**

1. The contractual partner may only offset claims by ABT if the contractual partner's counterclaim is undisputed or has been legally established.

2. The contractual partner may only assert a right of retention if it is based on claims arising from the contractual relationship

### **§ 14 Extended lien**

1. ABT is entitled to a contractual lien on the object of the order that has come into its possession on the basis of the order due to its claim arising from the order. The contractual lien may also be asserted for claims arising from work performed earlier, spare parts deliveries and other services, insofar as they are related to the object of the order.

2. ABT is entitled to realise the pledge by way of private sale. Written notification to the last address of the customer is sufficient for the threat of sale of the pledge.

3. For other claims arising from the business relationship, the contractual lien shall only apply insofar as these are undisputed or have been legally established and the object of the order belongs to the contractual partner.

### **§ 15 Confidentiality**

The contractual partner is obliged to maintain confidentiality regarding all information that becomes known to them in connection with the contractual relationship with ABT, regardless of whether this concerns ABT itself or its business connections, unless ABT releases them from this confidentiality obligation.

### **§ 16 Access to the website**

ABT does not guarantee that its website will be accessible and available at all times and for an unlimited period. If access to the website is restricted or impossible due to unscheduled maintenance and service work, ABT will endeavour to rectify the fault as quickly as possible.

## **§ 17 Notice pursuant to § 36 Consumer Dispute Resolution Act (VSBG)**

ABT does not participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the VSBG and is not obliged to do so.

## **§ 18 Applicable law and place of jurisdiction**

1. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of law means that the contractual partner with habitual residence in one of the EU states or Switzerland shall not be deprived of the protection afforded by mandatory provisions of the law of that state.

2. If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contract is the registered office of ABT in Kempten.

The same applies if the contractual partner does not have a general place of jurisdiction in Germany or the EU, or if their place of residence or habitual abode is unknown at the time the action is brought.

ABT's right to also bring an action before the court at another legal place of jurisdiction remains unaffected by this.