

BREXIT Clause

If, in DICHTOMATIK Vertriebsgesellschaft für technische Dichtungen mbH (“Dichtomatik”) reasonable opinion, the actual or proposed withdrawal of the United Kingdom from the European Union (“BREXIT”) has, or is likely to have, a material adverse effect on the commercial substance of the arrangements between the parties under this contract (including, without limitation, as the result of the introduction of new customs tariffs or specific export control measures, increases in the costs of labour or other costs or significant exchange rate fluctuations), Dichtomatik may, in its sole discretion, take one or more of the following steps, either before or after BREXIT formally occurs:

- i. If delivery dates cannot be met through no fault of Dichtomatik, to postpone delivery dates by a period commensurate with the actual duration of the delay in delivery to the extent that the same is reasonably attributable to BREXIT, without Dichtomatik being held to be in breach of this contract or under any other liability;
- ii. Require duly authorised representatives of the parties to meet and in good faith to conduct negotiations for the amendment of this contract with the aim of restoring or preserving the commercial principles underlying, and the commercial bargain contemplated by the parties in entering into, this contract; or
- iii. In the event that the parties, the performance of their respective obligations under paragraph (ii) above notwithstanding, are unable to reach agreement on any amendments to the contract in a timely fashion, Dichtomatik may terminate the contract by giving not less than 15 (fifteen) business days’ written notice to buyer. Such termination right shall apply in addition to any applicable statutory rights to adjust or terminate the contract, e.g. due to a frustration of contract acc. to Sections 313 and 314 of the German Civil Code (BGB).

In any event, buyer agrees, by either (i) accepting this order/order confirmation or (ii) by accepting Dichtomatik’s shipments of goods made hereunder, that this contract will be exclusively governed by German laws including any provisions of acts of the European Union from time to time being incorporated by German law. Exclusive place of jurisdiction for all disputes arising out of or in connection with the contract, including its validity, termination and interpretation, shall be Hamburg/ Germany, provided that either party shall be at liberty to commence and prosecute legal action for the enforcement of this contract or of any judgment awarded hereunder in the courts of any country in which the other party may be registered, carry on business or hold assets at the time when such action is commenced.

Buyer’s acknowledgement of the contract, or fulfillment of any part thereof, or any other conduct by buyer which recognizes the existence of a legally-binding agreement pertaining to the subject matter of this contract, will constitute acceptance by Buyer of this quotation, Dichtomatik’s General Terms and Conditions of Delivery and Payment (available on the internet at <http://de.dichtomatik.com/en/agb.pdf>) as well as the documents referred to therein and all other documents forming part of the contract, in particular (but without limitation) this BREXIT clause.

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