General terms and conditions of delivery, payment and software use

General terms and conditions of delivery, payment and software use of private company (Lith. uždaroji akcinė bendrovė) “FESTO” (the General Terms of Contracts or GTC); wording dated: 10/2022

Terms and conditions of delivery, payment and software use as a .PDF document

1. Scope of application

1.1. These General Terms of Contracts shall only apply to the entrepreneurs as customers engaged in their commercial or independent professional or other activities (hereinafter referred to as the Customer). Within the meaning of these GTC, a natural or legal person or another organisation or their division, wishing to enter or entering into contracts for their trade, business, craft, and profession or for the purposes other than use, is considered an entrepreneur, including the persons acting on the latter’s behalf or for his or her account. These GTC apply to all business transactions between the private company (Lith. uždaroji akcinė bendrovė) “FESTO”, legal entity code 210168660, having its registered office at V. Krėvės pr. 129, Kaunas, Republic of Lithuania (hereinafter referred to as “Festo”) and the Customer, even if they are not mentioned in the contracts made subsequently. They also apply mutatis mutandis to works and services. Acceptance of the delivered products shall be replaced by acceptance in the case of works and receipt of the service in the case of services.

1.2. Conflicting, additional or deviating (from these General Terms of Contracts) terms and conditions of the Customer shall not become part of the contract unless Festo has expressly consented to their validity in writing. These GTC shall also apply if Festo makes a delivery to / fulfils the order of the Customer without any reservations and in full knowledge of its conflicting, additional or deviating terms and conditions.

1.3. Any conditions that are to the contrary of, additional to or deviating from contracts based on the GTC which are concluded between Festo and the Customer for the execution of a contract shall be set out in writing in the contract. This shall also apply to the cancellation of this requirement for the written form.

1.4. Rights to which Festo is entitled in accordance with the statutory provisions or other agreements beyond the scope of these GTC shall remain unaffected.

2. Conclusion of contract

2.1. Offers made by Festo to the Customer are non-binding unless Festo advises the contrary in writing.

2.2. Illustrations, drawings, weight, dimension, performance and consumption data as well as other descriptions of the products specified in the documents accompanying the offer are only approximate unless they are expressly designated as binding. They do not constitute an agreement or guarantee of corresponding characteristics or durability of the product unless they
have been expressly agreed as such in writing. The Customer's expectations regarding the products or their use do not constitute an agreement or guarantee either.

2.3. A purchase order shall only become binding if it has been confirmed by Festo in writing or if Festo executes the purchase order, in particular if Festo fulfils the purchase order by sending the products to the Customer. An order confirmation generated with the aid of automatic devices, which does not include a signature and name reproduction, shall be deemed to be in writing. Insofar as the order confirmation contains obvious spelling or calculation errors, it shall not be binding on Festo.

2.4. No response from Festo with regard to offers, purchase orders, requests or other declarations by the Customer shall only be deemed Festo’s consent if previously agreed in writing as to the manner of consent (silence as an expression of Festo’s will) between the parties.

2.5. If the Customer's financial circumstances deteriorate significantly or if the justified application to open proceedings of insolvency or restoration of solvency of the Customer is submitted with respect to the Customer, Festo shall be entitled to withdraw from the contract in whole or in part.

3. Scope of delivery and/or packaging and/or disposal of electrical and electronic appliances and their packages

3.1. Festo’s written order confirmation shall be decisive for the scope of delivery. Changes to the scope of delivery by the Customer shall have to be confirmed in writing by Festo in order to be effective. Festo reserves the right to make design and shape changes to the products if these are deviations customary in the industry or if the deviations are within the DIN (Deutsches Institut für Normung standardization institute) tolerances, or if the changes are not substantial and it is reasonable for the Customer to accept them. The same applies to the choice of material, specification and design.

3.2. Delivery in parts shall be permissible unless delivery in parts to the Customer is unreasonable taking into account Festo’s interests.

3.3. The Customer shall be obliged to formally subject the products delivered, services rendered and/or work performed by Festo to an acceptance procedure. The Customer is not entitled to refuse to carry out the formal acceptance procedure of the products delivered, services rendered and/or work performed due to insignificant defects. The formal acceptance procedure involves the Customer signing the acceptance protocol of products, services and/or works. In particular, formal acceptance procedure shall be deemed to have taken place equivalently if the Customer does not accept the products delivered, services rendered and/or work performed within a reasonable period set by Festo, although he or she is obliged to do so, or if the Customer puts the products into operation or uses them in some other way. Festo shall also be entitled to demand partial acceptance procedures with respect to the products delivered, services rendered and/or work performed.

3.4. If Festo provides documents (e.g. manuals) for certain products, these are available to the Customer as a free download on the website www.festo.com. If requested by the Customer, Festo can provide the Customer with printed versions of such documents for an additional charge.
3.5. The packaging used by Festo meets the ecological requirements of correct recycling. Both Festo and the Customer fulfil all their obligations and requirements of legal acts pertaining to the packaging waste management, including its recovery, in the manner and procedure as stipulated in the provision of the Law of the Republic of Lithuania on Waste Management, the Law on the Management of Packaging and Packaging Waste and requirements of other legal acts, and each of them is personally responsible for adequate performance of the obligations.

After termination of use of the acquired products, the Customer undertakes to properly dispose of the delivered, but no longer used products at his or her own expense in accordance with the statutory provisions, in particular those of the Law of the Republic of Lithuania on Waste Management and other legal acts. When transferring the products acquired from Festo, including their subsequent distribution, the Customer must ensure that the third parties which acquire Festo products from the Customer also observed this obligation as well as performed the obligations additionally provided for distributors of electrical and electronic equipment in the Law of the Republic of Lithuania on Waste Management and other legal acts, including accepting (free of charge) the household electrical and electronic equipment returned by consumers. This means that Festo is exempt from its obligations as a distributor of electrical and electronic equipment and from claims by third parties in connection therewith from the moment of entering into a contract with the Customer. If the Customer violates his or her obligations stipulated in this section, the Customer is obliged to take back the delivered products after termination of use at his or her own expense and to dispose of them properly (to arrange for their disposal or passing for disposal) in accordance with the provisions of legal acts.

4. Delivery time

4.1. The agreement of delivery times (delivery periods and dates) shall be made in writing. Delivery periods and dates are not binding unless they have previously been designated as binding in writing by Festo.

4.2. The delivery period begins with the conclusion of the contract, but not before the complete provision of the documents, licences and approvals / releases to be procured by the Customer, the clarification of all technical questions and the receipt of an agreed downpayment. A delivery date shall be changed appropriately if the Customer fails to provide the documents, licences or permits to be procured by him or her in good time, fails to clarify all technical questions in good time or fails to make the agreed downpayment in full to Festo. The observance of the delivery time may depend on the timely and proper fulfilment of the other obligations of the Customer.

4.3. The delivery time shall be deemed to have been observed if the products have left the factory or Festo has informed the Customer that they are ready for collection or dispatch by the end of the delivery time. Compliance with the delivery time shall be subject to the proviso that Festo itself is properly supplied, in particular on time, unless Festo is responsible for the delivery to itself not being undertaken correctly. Festo shall be entitled to withdraw from the contract (or fulfilment of a specific order) if Festo itself cannot receive supplies on time or if it cannot obtain the necessary products or their parts from its suppliers. Festo shall inform the Customer immediately if Festo exercises its right of withdrawal from the contract (or a specific order) and shall return any advance monies paid by the Customer.
5. **Cross-border deliveries**

5.1. In the case of cross-border deliveries, the Customer shall submit to the competent authorities all declarations necessary for export from Lithuania or another country where the products ordered by the Customer are located and import into the country of destination, and shall take other actions, in particular obtaining the documents required for customs clearance and satisfying the requirements for any export controls or other restrictions on deliveries (carriage) of ordered products.

5.2. Deliveries shall be subject to the proviso that there are no obstacles to performance due to national or international regulations, in particular export control regulations, embargos or other sanctions.

5.3. Delays due to export controls may extend delivery times to the Customer accordingly; thus, the delivery dates shall be postponed appropriately. Festo is not responsible and does not compensate the losses suffered by the Customer in the event that it is impossible to deliver the product (on time) because the Customer does not have and/or does not provide Festo or the necessary authorities with declarations or any other documents necessary for the legal delivery of the product outside the country.

6. **Delivery price and payment**

6.1. Unless otherwise agreed, delivery prices are *Ex Works* and do not include shipping, packaging, insurance, statutory taxes, customs duties or other charges. The costs incurred in this respect, in particular the costs for packaging and transport of the products, shall be shown separately on the invoice. The statutory value added tax (VAT) shall be shown separately on the invoice at the statutory rate applicable on the date of invoicing.

6.2. Unless otherwise agreed (i.e. if a longer payment term is not set in a specific case), the delivery price shall be paid on the date of invoice. Section 6.3 of these GTC shall remain unaffected. Festo reserves the right in certain cases to deliver only after prepayment.

6.3. Contrary to Section 6.2 of these GTC, 50% of the delivery price (an advance payment) shall be paid on the date when the proforma invoice is submitted for payment to the Customer, for Customer-specific purchase orders, i.e. purchase orders for products which are not included in Festo's catalogue or are included in Festo's catalogue but are to be adjusted at the Customer's request. Festo will not process the purchase order until the Customer has paid this first 50% of the delivery price. The remaining 50% of the delivery price shall become due on the date of invoice.

7. **Passing of risk**

7.1. The passing of risk of accidental loss of or damage to the products between Festo and the Customer shall be determined in accordance with the agreed INCOTERMS. If no such agreement exists, the risk of accidental loss and accidental deterioration of the ordered products shall pass to the Customer as soon as the products are handed over to the person carrying out the transport or leave Festo’s warehouse for the purpose of dispatch. In the event of collection by the Customer, the risk of accidental loss of or damage to the products shall pass to the Customer upon notification of readiness for collection. Sentences 2 and 3 of this Clause shall
also apply if delivery is made in parts, or Festo has assumed further services, such as transport costs or assembly of the products at the Customer’s premises.

7.2. If dispatch is delayed due to circumstances for which Festo is not responsible, the risk shall pass to the Customer upon notification of readiness for dispatch.

8. **Software use**

8.1. Unless otherwise agreed in product-specific terms, the Customer shall receive a non-exclusive right of use to software and associated documentation supplied by Festo against full payment of the agreed fee, which shall only be transferable in accordance with Section 8.6 and shall not be limited in territory or time, using it on the hardware product specified by Festo in the order confirmation or a separate document (“Licence”).

8.2. The Licence entitles the Customer to use the software only for the specific hardware product, an installation on or use for another hardware product is not permitted. Use in the sense of the Licence means loading, displaying, running, transferring and storing the software for the purpose of managing and processing data by it.

8.3. Festo shall provide installation and commissioning instructions in printed form containing appropriate safety instructions for the delivered software. All other documentation shall be delivered only in electronic form as auxiliary materials.

8.4. The Customer is authorised to make a backup copy of the software and the associated documentation on a separate data storage device which shall be labelled with the original labelling from Festo (including the copyright mark). Use of the backup copy is only permitted in the case of deterioration or loss of the copy originally acquired by the Customer, and only for the specific hardware product to which the software is assigned. The Customer is also subject to the above provisions with regard to the use of the backup copy. In other respects, the Customer shall not be entitled, without Festo’s consent, to make further copies of the software and/or documentation or parts thereof, to install them on and/or use them for certain or other hardware.

8.5. The Customer shall not be entitled to edit, change or otherwise modify the software, use it in conjunction with devices other than the specific hardware product, reverse engineer (decompile) it in another form of representation, remove, circumvent or modify any copy protection mechanisms, program elements serving digital rights management (DRM), security codes or features serving to identify the software or to remove any information in the software and the associated documentation about the manufacturer's properties, copyrights or other rights of Festo without the prior written consent of Festo.

8.6. The Customer is entitled to transfer the software together with the License and the backup copy made by him or her in accordance with Section 8.4 to a subsequent purchaser of the particular hardware product. A prerequisite for the effectiveness of the transfer is that the Customer does not retain any copies of the software and the associated documentation – including the backup copy made by him or her – and that he or she permanently refrains from any further use of the software, in particular also on other hardware products used by him or her. The subsequent purchaser shall undertake to Festo to comply with the provisions in Sections 8.1 to 8.7. The subsequent purchaser's right of use shall therefore only commence upon receipt of an acknowledgement of receipt signed by the subsequent purchaser for the specific hardware product and software, which shall contain a declaration that the subsequent purchaser recognises these provisions as binding in relation to Festo. In addition, the Customer shall
assure Festo in writing that he or she has deleted or otherwise rendered unusable all copies of
the software and the associated documentation that may still be in his or her possession –
including the backup copy made by him or her in accordance with Section 8.4 – insofar as this
has not been handed over to the subsequent purchaser (cessionary).

8.7. In other respects, the Customer shall not be entitled to use the software in any other way
or for any other purpose than that described in this section 9, or to enable persons who are not
involved in the operation or maintenance of the particular hardware product as intended to use
the software, or to make the software available to third parties for use in whole or in part,
temporarily or permanently.

9. Warranty claims

9.1. The Customer’s rights in respect of defects (deficiencies) in the acquired products are
contingent on the fact whether he or she inspected the delivered products upon receipt, and that
he or she notified Festo in writing of any obvious defects immediately, at the latest within two
weeks. The Customer shall describe the discovered deficiencies (defects) in detail when
notifying Festo in writing. The Customer shall also comply with the specifications, notes,
guidelines and conditions in the technical notes, assembly, operating and operating instructions,
in particular with regard to the conditions of use of the products (e.g. oiling notes, quality of
compressed air or other operating media, ambient conditions) and other documents relating to
the products during the assembly, operation and maintenance, etc. of the products; in particular
the Customer shall carry out and prove maintenance work properly and use recommended
components. Warranty claims for defects resulting from the violation of this obligation are
excluded.

9.2. In the event of defect in the product for which Festo is responsible, Festo shall be entitled,
at its option, to subsequent performance by remedying the defect or delivering a defect-free
product. In the event of remedying the defect, Festo must bear all expenses necessary for the
purpose of such subsequent performance (additional steps taken) by Festo, in particular
transport, travel, labour and material costs. Replaced parts become the property of Festo and
shall be returned to Festo.

9.3. If Festo is unable or is not in a position to remedy the defects without the Customer’s
fault or such remedying is not rational, also if Festo delays remediesing the defects within a
sensible period of time for reasons attributable to Festo, the Customer can, at his or her
discretion, withdraw from the contract (cancel the order) in the scope pertaining to the defect
in the product, or claim reduction of the price. The same shall apply if subsequent performance
fails, is unreasonable for the Customer or is delayed beyond reasonable periods for reasons
attributable to Festo.

9.4. The Customer’s right of withdrawal from the contract (cancelling the order) shall be
excluded if he or she is unable to return the received benefit (performance), and this is not
because the return is impossible due to the nature of the performance received, or the defect
only became apparent during the processing or transformation of the products. The right of
withdrawal is also excluded if Festo is not responsible for the defects (deficiencies) and if the
Customer has to pay compensation instead of the return.

9.5. Festo shall not be liable and shall not accept any claims from the Customer for defects
(deficiencies) arising as a result of natural wear and tear, in particular in the case of using spare
parts, improper handling, assembly, use or storage or improperly carried out modifications or
repairs. The same applies to defects that are caused by actions (omission) of the Customer or to technical causes other than the original defect, and attributable to the Customer’s liability.

9.6. Claims of the Customer for reimbursement of expenses and other damages are excluded unless the expenses due to such defects would have been reasonably incurred with respect to a third party.

9.7. Festo does not assume any additional guarantees, in particular no guarantees of quality or durability, unless otherwise agreed in writing in individual cases.

10. **Supplementary provisions on defect rights for software**

10.1. Software from Festo can only be run on hardware products specified by Festo in the order confirmation or a separate document. The subject of the delivery is software which basically corresponds to the information given in the respective product description. The information in the product description and program documentation provided by Festo shall not be deemed to be quality guarantees within the meaning of Article 6.333 of the Civil Code.

10.2. For customised software, Festo shall warrant compliance with the functions and features stipulated in the specifications, the Festo order confirmation, documentation and/or the jointly defined work and/or procedure descriptions.

10.3. It shall be considered that the software is with defects if the software does not fulfil the functions and features stated in the product description (and in the documents pursuant to Section 10.2 in the case of Customer-specific software), delivers incorrect results, uncontrollably interrupts its running or otherwise does not function properly, so that the use of the software is prevented or its impairment affects the normal work processes.

10.4. Festo shall not be liable for errors in the software:

· which have been caused by application errors on the part of the Customer and which could have been avoided if the program documentation had been consulted carefully; this also applies in case of non-existent or insufficient backup copies and safety measures;

· due to the actions of a virus or other external influences for which Festo is not responsible, such as fire, accidents, power failure, etc.;

· which are based on the fact that the software was used in connection with a hardware product other than that specified by Festo or in an operating environment other than that approved by Festo, or are attributable to faults in the hardware, the operating system or computer programs of other manufacturers which the Customer uses in connection with the software;

· which are based on the fact that the software was changed by the Customer or a third party without authorization.

10.5. Furthermore, Festo shall not provide any warranty for components or modules supplied free of charge by other manufacturers (third-party software), in particular open source software, which can be used in connection with the software provided by Festo.

10.6. In the event of deficiencies within the meaning of Section 10.2, the Customer shall be obligated to provide Festo with all the information necessary for error analysis and subsequent performance, and to grant Festo (or the persons commissioned by Festo) unrestricted access to the software and the system of the Customer on which it is installed. An error message shall
contain information about the type of error, the application in which the error occurred, and the work performed to correct the error. If Festo carries out an error analysis at the Customer's request and it turns out that there are no software deficiencies or defects which Festo is obliged to remedy, Festo can invoice the Customer for the corresponding time spent for such analysis on the basis of Festo’s applicable hourly rates.

11. Liability of Festo

11.1. In cases stipulated by the legal acts, Festo shall have unlimited liability for damage resulting from the products of inadequate quality where such damage is caused due to intent and gross negligence of Festo. In other cases Festo shall only be liable if essential contractual obligations are breached, and only for the damages which can usually be calculated based on the contract.

12. Product liability

12.1. The Customer shall not modify the products, in particular he or she shall not modify or remove existing warnings about dangers arising from improper use of the products. In the event of a breach of this obligation, the Customer shall assume all the pertaining liability, unless the Customer is not responsible for the modification of the products.

12.2. If Festo is prompted to recall or warn of a product due to a product defect in the products, the Customer shall cooperate to the best of his or her ability with Festo, and shall make all the necessary effort to help implementing the measures which Festo considers necessary and expedient. The Customer is obligated to bear the costs of the product recall or warning, unless he or she is not responsible for the product defect according to product liability principles.

12.3. The Customer shall immediately inform Festo in writing of any risks that become known to him or her when using the products and of possible product defects.

13. Force majeure

13.1. If Festo is prevented from fulfilling its contractual obligations, in particular the delivery of the products, by force majeure circumstances, Festo shall be released from its obligation to perform for the duration of the hindrance and a reasonable start-up period, without being obliged to pay damages to the Customer. The same shall apply if it becomes unreasonably difficult or temporarily impossible for Festo to fulfil its obligations due to unforeseeable circumstances for which Festo is not responsible, in particular industrial disputes, official measures, energy shortages, impediments to delivery by a supplier or major operational disruptions. This shall also apply if these circumstances occur when a subcontractor of Festo or Festo is already in default.

13.2. Festo shall be entitled to withdraw from the contract if an obstacle to its performance lasts for more than four months and Festo no longer has any interest in performance of the contract as a result of the obstacle. At the Customer’s request, Festo shall declare after expiry of the deadline whether Festo will exercise its right of withdrawal or deliver the products within a reasonable period.
14. **Ownership**

14.1. The delivered products shall remain the property of Festo until full payment of the delivery price and all claims to which Festo is entitled from the business relationship with the Customer.

14.2. The Customer shall only be permitted to transfer the products subject to retention of title in the ordinary course of business. Otherwise, the Customer shall not be entitled to pledge the products subject to retention of title, to assign them by way of security or to encumber them otherwise as long as they are in Festo’s ownership.

14.3. In the event of transfer of the products to third parties, the Customer shall also assign to Festo and Festo shall accept all the claims and all the rights with respect to the third parties, including Festo’s right to demand that the third parties made payments for the transferred products directly to Festo rather than to the Customer, irrespective of whether the products subject to Festo’s retention of title under Section 14.1 are transferred to the third parties without or after processing. If the third parties settle with the Customer for Festo’s products before the Customer settles with Festo, the Customer having received such payments shall primarily and immediately settle with Festo. Festo can – for an important reason – revoke the authorisation for the Customer referred to in Section 14.2 to transfer the products for which the Customer has not settled with Festo, in particular if the Customer does not properly fulfil his or her payment obligations towards Festo, is in default of payment, stops making payments or if bankruptcy proceedings or comparable proceedings are initiated against the Customer due to its insolvency or restoration of solvency of the Customer.

14.4. If the Customer acts in breach of contract, in particular if the Customer is in default of payment, Festo shall be entitled, without prejudice to its other rights, to terminate the contract after expiry of a reasonable additional grace period set by Festo to the Customer for performance of the obligations and elimination of defects. In the event of termination of the contract, the Customer shall promptly return to Festo the products for which the Customer has not settled, also shall grant Festo or its authorised person immediate access to such products. Following timely notification of termination, Festo can otherwise dispose of the products in its ownership, also satisfy its due claims against the Customer.

14.5. Festo shall retain its title to the products also in case of processing or transformation of the product or when it becomes a part of a new product or item, etc. If the products of Festo are incorporated into other products, are processed, transformed, modified, etc. with other items not belonging to Festo, including the cases where a new product is created, Festo shall acquire co-ownership of the processed or modified product or the new item in proportion to the value of the product delivered by Festo.

15. **Confidentiality**

15.1. The Customer must keep secret all the information which becomes accessible to him or her as a result of the relationship with Festo and which is designated as confidential by Festo or which is recognisable under other circumstances as business or trade secrets of Festo for a period of five years after termination of the relationship with Festo, and not record it, pass it on or exploit it, unless required for the business relationship with Festo.

15.2. The obligation to maintain confidentiality shall not apply to the extent and to the information which became or was known to the Customer because it was public or generally known. The Customer bears the burden of proof in such cases.
15.3. The Customer shall take all the suitable and necessary measures, including entering into the necessary contractual agreements on protection of confidential information to ensure that an equivalent confidentiality undertaking is also observed by his or her employees and other agents (authorised persons), in particular his or her freelancers and the contractors and service providers.

16. **Data protection**

16.1. The parties mutually undertake to observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR"), and to impose compliance with these provisions on their employees.

16.2. Festo shall process the personal data received in the process of performing the contract (names and contact details of the respective contact persons of the party) exclusively for the purposes of concluding and fulfilling the respective contract (Article 6 1(b) of GDPR). Festo shall protect the said personal data by applying appropriate technical and organizational measures to ensure a level of security appropriate to the risk (Article 32 of GDPR). Festo shall process the Customer's personal data received for the purpose of concluding and executing the contract during the period of validity of the relevant contract and for 10 years after the termination of the contract. At the end of the said period (or earlier if data processing is no longer necessary) Festo undertakes to delete the said personal data as soon as processing of this data is no longer necessary. Any statutory storage obligations shall remain unaffected to the extent stipulated in the laws.

16.3. Should Festo be entrusted with processing of personal data on behalf of the Customer, the parties shall conclude an agreement on this in accordance with Article 28 of GDPR.

17. **Compliance**

The Customer warrants that he or she has been informed of the Festo Code of Conduct which can be found on [https://www.festo.com/group/de/cms/10310.htm](https://www.festo.com/group/de/cms/10310.htm), and has instructed his or her managers and employees to comply with the provisions of Festo Code of Conduct applicable to the Customer. To secure this good conduct the Customer undertakes to take all the necessary steps to avoid any illegal actions, especially to avoid illegal actions which would adversely affect Festo. To this end, within the Customer shall primarily take all the necessary actions to monitor compliance with the Code of Conduct by his or her employees, especially such actions which are essential to avoid corruption or any other criminal acts.

18. **Final provisions**

18.1. The assignment of rights and obligations of the Customer to third parties is only possible with the prior written consent of Festo.

18.2. The Customer’s claims to Festo shall entitle the Customer to compensation only if they are legally substantiated or undisputed.

18.3. The party can exercise its right to refuse fulfilling the contractual obligations only if its counterclaims are based on the terms of the same contract.
18.4. The legal relationships between the Customer and Festo shall be governed by the law of the Republic of Lithuania to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

18.5. The exclusive place of jurisdiction for all disputes arising from the business relationship between Festo and the Customer shall be the registered office of Festo. Festo shall also be entitled to institute legal proceedings at the Customer's place of business and at any other permissible place of jurisdiction. Arbitration clauses are contradicted.

18.6. Unless otherwise agreed, the place of performance for all services provided by Festo to the Customer shall be the registered office of Festo.

**Code of Conduct**

[Version in German](#)

[All available languages](#)

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