

# STANDARD TERMS AND CONDITIONS OF SALE OF HOTTINGER BALDWIN MESSTECHNIK GMBH

Valid as of August 2012



## 1. General

- 1.1 All products and related services supplied by Hottinger Baldwin Messtechnik GmbH (hereinafter referred to as "we" or "HBM") shall be provided exclusively on the basis of and shall be subject to these Standard Terms and Conditions of Sale (hereinafter referred to as "Terms"). We hereby reject any customer's terms and conditions, even if they relate to subject matters that are not regulated by our Terms, unless we have expressly agreed to their application in writing. If and to the extent to which any customer's terms and conditions contain provisions on matters that are not regulated by our Terms and Conditions, only the relevant statutory provisions shall apply. Our Terms and Conditions apply, even if we carry out deliveries without reservation, while being aware of a customer's terms and conditions, which conflict with or derogate from our Terms.
- 1.2 Our Terms shall only apply to companies, legal persons under public law or public-law special estates in terms of § 310 Subsection 1 BGB (Subsection 1 of Section 310 of the German Civil Law Code).
- 1.3 Our Terms will also govern all future transactions with the customer within the scope of an ongoing business relationship.
- 1.4 Performance of the contract shall be subject to the review of and compliance with the government export and import regulations (including any required permits). The customer shall provide any such required documents at our request.

## 2. Conclusion of Contract, Scope of Delivery

- 2.1 Our bids (offers) are not binding and subject to change without notice. By placing an order, the customer will submit an offer in the legal sense. A contract shall not be deemed concluded until we accept this offer by issuing a written order confirmation. Our written order confirmation will govern the scope of our deliveries and services.
- 2.2 All agreements between the customer and us for the purpose of executing the contract are recorded in writing in this contract. **Our sales employees are not generally authorised to enter into ancillary contracts or make representations, which go beyond the contents of the written contract.**
- 2.3 We reserve all proprietary rights and copyrights in the illustrations, sketches, calculations and any other documents; these types of documents may not be disclosed to third parties without the prior written approval of HBM. This shall also apply to documents which are not expressly designated as "confidential". Documents of this kind may only be disclosed to third parties by the customer with our previous express written consent.
- 2.4 The customer agrees to comply with the respective applicable national, European and international anti-terrorism regulations as well as the national (German Foreign Trade Act (AWG)/Foreign Trade Ordinance (AWV)) and European (at the time these Terms take effect: Dual-Use Council Regulation (EC) No 428/2009) export control regulations. In addition, the customer agrees to comply with US re-export laws (EAR) and sanctions (OFAC) with respect to goods or technical data subject to these US regulations. If an export licence is required to be obtained from the competent authorities pursuant to the aforementioned regulations the customer shall apply for such a licence autonomously and at its own expense and it shall notify HBM thereof.

## 3. Prices, Terms of Payment

- 3.1 Unless the order confirmation stipulates otherwise, our prices are FCA HBM's manufacturing facility in Darmstadt, Germany, Incoterms 2010, and will include cardboard packaging and, where required, the costs of export clearance but exclude value added tax. Shipping costs (Clause 4.1) and costs for special packaging will be billed separately. The customer shall bear any public charges such as possible customs duties, and – in so far as applicable – the respective copyright charge ("Urheberrechtsabgabe") according to the German Copyright Act ("Urheberrechtsgesetz").
- 3.2 Our prices shall be the respective list prices published by us at the time of the order confirmation.
- 3.3 Unless the order confirmation stipulates otherwise, payment must be made net without deduction within 30 days of the invoice date. The statutory regulations concerning the consequences of default in payment shall apply.
- 3.4 We reserve the right to reasonably increase our prices to the extent necessary to cover costs that arose after conclusion of the contract as a result of increases in the salaries/ wages of our employees (e.g. on account of collective bargaining contracts) or increases in the cost of materials. Upon request, these increased costs will be disclosed to the customer. Conversely, we will pass on price reductions to the customer.

- 3.5 In case of instalment deliveries (Clause 4.7), we are entitled to issue instalment invoices.
- 3.6 If an instalment payment plan has been agreed, the entire outstanding invoice amount will become payable immediately if the customer defaults on the payment of one instalment.
- 3.7 The customer shall only have a right to set-off if its counterclaims are adjudicated, uncontested or acknowledged by us. The customer may exercise a right to withhold or refuse payment only if its counterclaims meet the same conditions and, in addition, its counterclaim is based on the same contract.
- 3.8 A payment will be deemed to have been made when we can exercise control over the funds. Until this time, we will retain title to the goods (cf. Section 5).
- 3.9 If we are obligated to perform first and we learn after executing the contract about circumstances according to which our payment claim would be jeopardised by the customer's inability to perform, then we may, at our option, either demand that security be provided by the customer within a reasonable period or that payment be made concurrently with the delivery. If the customer does not comply with our request, we shall be entitled to rescind the contract subject to any further statutory rights.

## 4. Delivery, Delivery Time and Transfer of Risk

- 4.1 Deliveries are made FCA (Free Carrier) HBM's manufacturing facility at Im Tiefen See 45, Darmstadt, Germany, Incoterms 2010. Unless the customer provides specific written instructions otherwise with its order, HBM shall arrange freight of the goods via an independent forwarder. Freight of the goods shall be at the customer's risk and the customer shall pay to HBM the shipping costs (based on the net order value).
- 4.2 The risk of loss of and/or damage to the goods shall pass to the customer when the delivery goods have been loaded – if required cleared for export – onto the provided means of transportation. The same shall apply in case of partial deliveries or if we have assumed additional obligations (e.g. shipping or assembly).
- 4.3 Unless otherwise agreed, the delivery time stipulated by us is generally not binding. Even if and to the extent that delivery times have been communicated to the customer as being binding, HBM shall not be held liable for delays in delivery if the customer failed to fulfil his obligations to co-operate on time and in full, particularly with regard to resolving all relevant issues, especially technical questions. If the consignment has been agreed upon, delivery periods and delivery times refer to the date of the handover to the freight forwarder, carrier or any other third party charged with the transport.
- 4.4 We shall not be liable for any delivery delays which are caused by force majeure or by circumstances unforeseeable at the time of the conclusion of the contract, which we are not responsible for and that are beyond our control – such as natural disasters, plant disruptions, strikes, lawful lock-outs, raw material procurement difficulties, and government decrees. Any agreed delivery period will be extended for the duration of the hindrance. If the hindrance lasts for more than one month, then the customer shall – after expiration of a reasonable grace period – be entitled to rescind that part of the contract which has not yet been performed. In the aforesaid case HBM shall have the same right after another month from the occurrence of the delaying event. Benefits rendered by the customer are to be returned. Claims for damages shall be excluded.
- 4.5 If we are in default of delivery, the customer may only rescind the contract after a reasonable grace period set by the customer has lapsed unsuccessfully.
- 4.6 If the customer defaults in accepting contract performance or breaches any other duties of cooperation, then we will be entitled to demand compensation for any damage arising to us including any additional expenses. We are entitled to charge a lump-sum of 0.5% of the invoice amount per month, up to a maximum of 6 % of the invoiced amount, for storing and maintaining the delivered goods or, optionally, to demand the actual costs incurred. The risk of accidental loss or accidental deterioration of the purchased property will pass to the customer at the time that the customer is deemed in delay of accepting contract performance.
- 4.7 Instalment deliveries shall be permissible, provided this does not conflict with any discernible interest of the customer.

## 5. Retention of Ownership

- 5.1 We will retain title to the delivered goods until receipt of all payments arising from the business relationship with the customer. In the event of

breach of contract by the customer, in particular default of payment, we will be entitled to repossess the delivered goods after granting a reasonable grace period. This does not apply if the customer has already filed for insolvency or insolvency proceedings have been initiated which do not allow the immediate repossession of the goods by us.

- 5.2 The cancellation of the contract does not exclude the assertion of claims for damages against the customer. After repossession of the delivered goods, we are entitled to their disposition. The proceeds from the disposition will be applied to the customer's liabilities, less reasonable disposition costs. The disposition regulations of the German Insolvency Code (Insolvenzordnung, InsO) shall remain thereby unaffected.
- 5.3 The customer is obligated to treat the delivered goods with due care; it is in particular required, at its own cost, to insure against damages arising from fire, water and theft providing cover up to the reinstatement value. If any maintenance or inspection work is required, the customer shall conduct such work at its own cost and in a timely manner.
- 5.4 In the event of attachments or any other interventions by third parties, the customer shall inform us promptly in writing. The customer shall be liable towards us for the judicial and extrajudicial costs of a possibly necessary action (third-party action claiming title to attached property).
- 5.5 The customer is entitled to resell the delivered goods in the ordinary course of business; however, the customer hereby assigns any and all claims in the amount of the final invoice amount (including value added tax) of our claim, which it will be entitled to collect upon resale to a purchaser or a third party, irrespective of whether the delivered goods were resold without – or after – being processed.
- 5.6 The customer will continue to be entitled to collect on these accounts receivable even after the assignment. We will be authorised, however, to collect the receivables ourselves, if the customer no longer discharges its payment obligations from the collected proceeds, defaults in its payment or files for insolvency or suspends payments. In these cases, we may demand that the customer identifies the assigned receivables and their debtors, makes any statements necessary to collect on such accounts, delivers all related documents, and informs the debtor(s) (third parties) about the assignment.
- 5.7 Any processing or alterations of the delivered goods by the customer will be deemed to have been undertaken on our behalf. If the delivered goods are processed with items not owned by us, then we shall acquire joint ownership of the new property in a proportion equal to the value of the delivered goods (final invoice amount including value added tax) to those other processed items as of the time of processing. The same rules that apply to goods delivered under title retention shall apply to the items created by virtue of the processing.
- 5.8 The customer shall also assign the claims securing our claims against it which have arisen by combination of the delivered goods with a parcel of land against a third party.
- 5.9 We undertake, at the customer's demand, to release the collaterals to which we are entitled when the value of our collaterals exceeds the secured receivables by more than 20%; we reserve the right to select the items of collateral for release.
- 5.10 If the delivered goods are located outside Germany, the following shall apply:
  - 5.10.1 If the goods were delivered prior to payment of all amounts owed by the customer under the contract, then we will retain our ownership until complete payment is made; to the extent this arrangement is permissible under the laws in effect at the place where the delivered goods are located. If these laws do not permit title retention, but rather allow us to retain other rights in the delivered goods, then we can exercise any rights of this kind.
  - 5.10.2 The customer agrees to support us with regard to our measures to safeguard our ownership rights or any other rights substituting such rights in the delivered goods.

## 6. Quality, Warranty, Duty to Inspect the Delivered Goods

- 6.1 Upon passing of the risk the goods shall be of the agreed quality. The agreed quality will exclusively be determined by the specific written agreement concerning the characteristics, features and specifications of the goods.
- 6.2 Information provided in sales catalogues, price lists or any other information material provided by us, as well as any other descriptions of the goods shall under no circumstances constitute a guarantee for any specific quality of the goods or services; such specific quality guarantees must explicitly be made in writing.

- 6.3 Unless special agreements were reached with respect thereto, we reserve the right to make immaterial modifications to the goods, including modifications to their colour, form, dimensions and material, and to modify the goods in accordance with customary commercial practices on the basis of the technical advances made, provided such modifications do not impair their contemplated use, and provided that such modifications are reasonable for the customer. The same shall apply with regard to modifications that are due to legal provision and with regard to the substitution of components by equivalent components.
- 6.4 The customer must at its own expense institute any safety precautions, which are necessitated by special conditions at the customer's plant. Unless otherwise agreed, these precautions will not be specifically contained in the Terms. The aforementioned shall apply even if we undertake the assembly and start-up operation.
- 6.5 Unless otherwise expressly agreed in the individual case, the goods delivered by us are not intended for use in areas requiring special levels of safety (e.g., nuclear power plants and critical medical areas).
- 6.6 Customer's warranty rights (warranty claims) shall require that the customer inspects the goods without undue delay after receipt and notifies us of any discovered defects after the inspection or of any latent defects without undue delay after their discovery (§ 377 of the German Commercial Code (Handelsgesetzbuch, HGB)). The notice has to be in writing and shall include a detailed description of the defect.
- 6.7 With respect to goods or services which exhibit a defect during the warranty period defined in Clause 6.10, we shall, at our option, cure the defect at no extra charge, provide substitute goods or substitute performance, provided the cause of the defect already existed at the time that the risk of loss passed. Goods which have been replaced by us shall, upon our demand, be returned to us.
- 6.8 If – for reasons that we are not responsible for – the customer wrongly complains about defects of the goods then we will be entitled to charge the customer any reasonable expense that we incurred for the identification or rectification of the alleged defect.
- 6.9 Customer claims based on expenses incurred for the purpose of supplementary performance, in particular costs of shipping, travel, labour and material, shall be excluded, if and to the extent that such costs were increased because the goods have subsequently been transported to a location other than the agreed delivery location unless such a delivery was provided for in the contract. We have the right to charge the customer any such additional costs without having to provide prior notice.
- 6.10 The warranty period is 24 months from the passing of risk. This shall not apply with regard to defects of goods used for buildings (§ 438 Subsection 1 No. 2 of the German Civil Law Code), where the statutory warranty period shall apply. The statutory limitation periods remain applicable to damages which were not caused by defects of the goods.
- 6.11 Section 8 of these Terms shall apply to claims for damages based on defects. The assertion of further claims and rights against us or our vicarious agents based on a defect shall be excluded.

## 7. Intellectual Property Rights

- 7.1 HBM warrants in accordance with the provisions of this section 7 that the delivered goods are free from and unencumbered by third-party rights.
- 7.2 The parties hereto will notify each other without delay if claims are asserted against them based on the infringement of third-party rights.
- 7.3 If the use of delivered goods in accordance with the contract infringes any industrial or intellectual property rights of any third-party, we shall – at our option and expense – modify the goods, so that they no longer fall under the scope of protection but nevertheless meet the agreed requirements, or replace the goods with such products that do not infringe the intellectual property rights or other third-party rights, or obtain the authorization for the goods and to be used in accordance with the contract without restriction and at no additional cost to the customer. If we fail to do either of the aforementioned within a reasonable period of time, the customer shall be entitled to rescind the contract or to reasonably reduce the purchase price. The customer's claims for damages are subject to the restrictions provided for in section 8.
- 7.4 In the event of infringements by products of other manufacturers that have been supplied by HBM, we will – at our option – either assert our legal rights and claims against our supplier and the manufacturer for the customer's account, or assign such rights and claims to the customer. In such cases the customer shall only be entitled to claim damages from HBM in accordance

with this section 7, if attempts of judicial enforcement of the abovementioned claims against our supplier or the manufacturer have been unsuccessful or are futile; e.g. in case of insolvency of our supplier or the manufacturer.

- 7.5 The rights set out in the present section 7 shall not be granted, if the reason for the infringement of third-party property rights is that the customer performed changes in the goods a) which were not permitted hereunder, b) which were not approved by us, or c) if the customer used the goods or software products contrary to our functional instructions or combined them with programs or data-processing equipment not approved by us.

## 8. Liability and Damages

- 8.1 Subject to the provisions in section 8.4 of these Terms our statutory liability for damages shall be limited as follows:
- 8.1.1 For damages caused by a slightly negligent breach of a material contractual obligation we shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract;
- 8.1.2 We shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.
- 8.1.3 Material contractual obligations are understood as our material duties that we need to fulfil under the contract and which are of crucial significance to achieve the contractual objective, including the obligation to effect proper and timely delivery, as well as our duties to provide advice and protection or to exercise care, that are aimed at enabling the customer to use the goods in accordance with the contract, and at protecting the customer's property and personnel and third parties from damages.
- 8.2 The customer shall take reasonable measures to avert and reduce damages.
- 8.3 The provision of information regarding suitability and application of our products by us shall not release the customer from its obligation to assure itself by inspections and examinations of the suitability of the offered products for the customer's intended purpose. We shall not be liable for damages or futile expenditures caused by advice that we have provided on the occasion of or in connection with the conclusion of a contract and that has not been provided within the scope of a (secondary) contractual obligation, unless such advice has either been rendered under a separate written agreement, or the said damages or futile expenditures were caused by intentional or grossly negligent conduct on our part. Unless we are liable for intent or for grossly negligent conduct of our legal representatives or our executive staff, our liability shall be limited to foreseeable typically occurring damages.
- 8.4 The exclusions and limitations of liability as set out above do not apply to mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG), nor to any liability for assuming a specific guarantee, nor to liability for maliciously concealed defects, nor to any liability for culpably caused personal injuries or death.
- 8.5 Wherever our liability for damages is excluded or limited, this shall also apply with regard to the personal liability of our representatives, employees and vicarious agents.
- 8.6 If and to the extent to which damage claims are not subject to the limitation period applicable to claims based on material defects, a preclusion period of 24 months from the beginning of the statutory limitation period shall apply. This shall not apply with regard to personal injury claims, liability for damages caused intentionally or by grossly negligent conduct, liability for characteristics guaranteed by us, liability for maliciously concealed defects, and with regard to liability under the German Product Liability Act. In such cases the statutory limitation periods shall apply.

## 9. Special Rules Concerning Software

- 9.1 If the delivered goods or any portion thereof consists of software, which was manufactured by third parties, then the scope of the rights and entitlements granted to the customer will be determined in accordance with the third party's license terms, which we will include in the delivery and which we will send in advance upon demand. The aforementioned applies specifically to software such as operating systems and comparable components of the delivered systems. We will provide suitable advance notice to the customer in the event that software from third parties will be included in the delivery, e.g., by naming the third party manufacturer in the order documentation.
- 9.2 If the goods we deliver consist of software developed by us (either as a component of the devices or as an independent delivered item), then the following terms shall apply:
- 9.3 The transfer of software for purposes of use in return for a one-time payment constitutes a purchase of rights.

- 9.4 We grant the customer a simple, non-exclusive, transferable right to use the software developed by us on a single computer system for an indefinite period of time. The use of the software in the context of ASP (Application Service Providing), in network operation, in a data processing centre and by means of outsourcing is not permitted, unless we have given our prior express written consent.
- 9.5 A transfer of the right of use to a third party requires that the software be completely deleted from the customer's system and that the media, including all documentation related thereto, which had been provided by us, be transferred to the purchaser of the software, that the customer does not keep a copy of the software and that the customer no longer uses the software itself.
- 9.6 The installation of the software will be performed by the customer.
- 9.7 The customer is prohibited: a) from making the software or related documents (user documentation) available or otherwise accessible to third parties without our prior written consent (with exception of the full transfer according to Clauses 9.2 to 9.5), b) from modifying the software without our prior written consent; c) from creating works derived from the software or copying the written documentation; or d) from translating or modifying such software or preparing any derivative works based on the written materials. The foregoing provisions shall not apply if the user is entitled expressly by law to engage in any of the individual acts.
- 9.8 The customer and HBM agree that an online manual meets the requirements of a proper manual. We are not required to transfer the source code on which the software product is based.
- 9.9 We reserve all rights to the software created by us and the related documents as well as to any modifications we performed. The software and the related documents must be used and stored in such a manner that they are reasonably safe from any use, reproduction and disclosure in violation of the contract.
- 9.10 One copy may be made for back-up purposes. A reference to our copyrights must be included in or applied to the back-up copy. If a copyright and/or registration number appear in the software, this information may not be removed.
- 9.11 The customer shall only be entitled to warranty claims with respect to software delivered by us if the software does not essentially fulfil the agreed or contractually stipulated main functions or does not comply with the generally accepted rules of technology or contains errors which reduce or eliminate its value or its fitness for the customary or contractually stipulated use to a more than immaterial extent.
- 9.12 Unless expressly agreed otherwise, the software supplied by us is not error tolerant and was not developed or produced for purposes of use in a dangerous environment, in which a failure-free operation is absolutely necessary, such as in nuclear installations, aircraft navigation or communication systems, in aviation safety, in life-support machines or in weapons systems in which the failure in technology would directly cause death, personal injury or severe damages to property or the environment.
- 9.13 The removal of errors in the software will be performed exclusively by providing new program versions in connection with the permanent product updates if it can be reasonably expected by the customer. The abovementioned does not apply in the case of a defect in the software which considerably impairs the usability of the software. The customer is required to reasonably support us with regard to the identification of program errors by sending us the error reports and any other necessary information at our request. The delivery of a new programme version will not generally cause the warranty period to commence to run anew.
- 9.14 The customer shall not be entitled, even after expiry of the warranty period, to rectify software errors itself or to have them rectified, before HBM has been given the opportunity to correct the error within a reasonable period of time.
- 9.15 Otherwise, with respect to the software, the general provisions of the contract and these Terms (specifically those terms relating to warranty and our liability) apply.

## 10. Special Rules Concerning On-site Services

- 10.1 The customer agrees to issue time sheets to our employees on a daily basis. Our employee has been instructed to hand a copy of the time sheet to the customer. If the time sheet is not issued, the information provided by our employee shall be the basis for calculating the working time. We may demand a written confirmation that the work has been properly performed. The customer should set the date for performing the work so that it is com-



pleted before weekends (if possible on Friday, or on Saturday, if necessary) or public holidays. If the work continues over a weekend or one or several public holidays, and no work is possible or necessary on these days, our personnel shall be entitled to travel home for the weekend. The costs for this shall be borne by the customer. This shall also apply to consecutive public holidays or public holidays adjoining a weekend.

- 10.2 Our personnel have been instructed to strictly observe the maximum admissible working hours, breaks and rest periods pursuant to the applicable working time provisions.
- 10.3 If excess of the maximum admissible working hours is permissible in exceptional cases on certain conditions, and if the customer utilises the services of our personnel in excess of the generally admissible working hours, then the customer shall inform us immediately and confirm to us – in a form that meets the requirements of the respectively applicable regulations – compliance with the conditions for justified excess of the maximum working hours, as well as confirming the amount of overtime. Work on Sundays and public holidays may only be performed in exceptional cases, as set forth in the respectively applicable provisions. In such cases, too, the customer shall be required to inform us immediately and to issue a respective confirmation.
- 10.4 Our employees will only be seconded after submission of an order in writing, by facsimile or by e-mail.
- 10.5 The customer shall take all measures for protection of our personnel required in accordance with the general and special accident prevention regulations especially of the accident prevention regulations of the German statutory accident prevention institution for the precision and electrical engineering industry.

## 11. Confidentiality

- 11.1 The customer and HBM undertake to treat all and any business and technical information that is not general knowledge, other business and/or industrial secrets as well as any other confidential information of the respective other contracting party to which they become privy during the business relationship, as confidential, and not to use it for any other but the contractual purpose. This confidentiality obligation shall not apply with respect to information that (i) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving party; (ii) lawfully and without breach of any confidentiality obligation becomes known to the receiving party through a disclosure by sources other than the disclosing party or of one of its affiliates; (iii) has been developed independently by the receiving party; (iv) the receiving party is required to disclose to governmental authorities by applicable laws or (v) that the receiving party is required to disclose by order of a court or regulatory authority.
- 11.2 The customer and HBM shall impose corresponding obligations on their employees, subcontractors, etc.
- 11.3 The customer and HBM may only use their business relationship for advertisement purposes with the respective other party's prior written consent.

## 12. Insurance Policy Claims

If, as co-insured parties with respect to the delivered goods, we are granted direct claims against the customer's insurance carrier, the customer hereby grants us its consent to enforce such claims on our behalf.

## 13. Duties under the German Electrical and Electronic Equipment Act (Elektrogesetz, ElektroG)

- 13.1 The customer shall have the duty to properly dispose of the delivered goods at its own expense in accordance with the statutory regulations after said goods are no longer in use. The customer shall release us from the obligations defined in paragraph 10 passage 2 of the German Electrical and Electronic Equipment Act (Recovery obligation of the manufacturer) and from any third-party claims related thereto.
- 13.2 The customer must contractually commit commercial third parties to whom the delivered goods are transferred, to properly dispose of said goods in accordance with the statutory provisions at their own cost when the goods are no longer in use. In the event of a repeated transfer of the goods, the customer must impose a corresponding commitment on the respective purchaser. However, if the customer fails to correspondingly obligate third parties to which it transfers the delivered goods, the customer shall be required to recover and dispose of the goods in accordance with the statutory regulations at its own cost after they are no longer in use.
- 13.3 The customer shall in no case transfer the delivered goods or parts of the delivered goods, which have been classified exclusively for commercial use

according to the German Electrical and Electronic Equipment Act, to any private third parties.

- 13.4 The customer warrants that it will fully comply with its obligations under the German Electrical and Electronic Equipment Act.

## 14. Place of Jurisdiction, Place of Performance and Governing Law

- 14.1 The place of jurisdiction for any disputes arising from the contractual relationship shall be Darmstadt (Germany). We reserve the right, however, to bring legal action against the customer at any other court having statutory jurisdiction.
- 14.2 Unless our order confirmation provides otherwise, our place of corporate domicile shall be the place of performance.
- 14.3 The legal relationship between the parties shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

## 15. Miscellaneous

- 15.1 The customer may not assign or otherwise transfer all or any of its rights or delegate any of its obligations hereunder, in whole or in part, without our prior written consent, unless the customer's interests are unreasonably impaired.
- 15.2 Where existent, only the German language version of any written document shall be valid and binding.
- 15.3 Should individual provisions of the contract or these Terms be or become invalid, the validity of the remaining provisions will not be affected thereby.