

General Terms and Conditions of Procurement

of the firms of OBO Bettermann Vertrieb Deutschland GmbH & Co. KG, OBO Bettermann Projekt und Systemtechnik GmbH, OBO Bettermann Export GmbH & Co. KG, OBTEC GmbH, Flugplatzgesellschaft Arnsberg – Menden mbH, OBO JET-CHARTER GmbH, FAM Holding GmbH, Grundstücksverwaltung Bettermann GmbH & Co. KG, OBO Bettermann Produktion Deutschland GmbH & Co. KG and OBO Bettermann Holding GmbH & Co. KG

§ 1 General Matters

(1.1) The following General Terms and Conditions of Procurement (hereinafter “T&Cs”) apply as amended at the time to all agreements concluded and to be concluded between OBO Bettermann Vertrieb Deutschland GmbH & Co. KG, OBO Bettermann Projekt und Systemtechnik GmbH, OBO Bettermann Export GmbH & Co. KG, OBTEC GmbH, Flugplatzgesellschaft Arnsberg – Menden mbH, OBO JET-CHARTER GmbH, FAM Holding GmbH, Grundstücksverwaltung Bettermann GmbH & Co. KG, OBO Bettermann Produktion Deutschland GmbH & Co. KG and OBO Bettermann Holding GmbH & Co. KG (hereinafter “Purchaser”) and the (possibly future) contracting party in question (hereinafter “Vendor”) for the purchase and supply of commodities, to the extent that they are used vis-à-vis entrepreneurs, public-law entities and public-law funds in the sense of § 310 I German Civil Code.

(1.2) Express reference is made to the fact that Vendor’s terms and conditions of business only become an integral part of the agreement if they are acknowledged in writing by Purchaser. In particular, no incorporation is achieved by logical conduct such that Vendor recognisably makes reference to its terms and conditions and Purchaser does not contradict their validity or accepts Vendor’s deliveries without reservation.

(1.3) If Vendor’s terms and conditions of business have likewise become an integral part of the agreement and if the T&Cs contradict one another, the T&Cs of both parties shall only become an integral part of the agreement to the extent that they correspond (principle of validity of congruence). Dissents resulting from contradictory T&Cs shall primarily be interpreted taking the parties’ mutual interests into account and thus be brought to a solution suitable for both parties’ interests as far as possible. If this is not possible, the statutory regulations shall apply subsidiarily. Dissent shall leave the validity of the agreement and the T&Cs unaffected apart from this.

(1.4) Agreements or amendments to the agreements shall only be effective if they are agreed in writing; to this extent, compliance with written form not only serves evidence purposes, but instead is a precondition of effectivity substantiating a right for declarations of intention (constitutive written form). This shall also apply to a change of this requirement of written form. Agreements concluded informally or amendments to the agreements shall however be effective if they have been concluded by means of an individual agreement in the sense of § 305b German Civil Code. It is expressly clarified that transmission by telecommunication (e-mail, fax, etc.) suffices to comply with written form, cf. §§ 127 II, sentence 1 German Civil Code).

(1.5) These T&Cs can be amended at any time for adaptation to changes in law, changes in judicature or in the event of essential changes to the economic situation. The amendments shall become effective to the extent that Purchaser has notified Vendor of the new version of the T&Cs in a textual form with clear emphasis of the changes, Purchaser makes reference as early as the notification of the new version that the changes also become effective without Vendor’s consent if Vendor does not contradict the changes in good time and a contradiction from Vendor is not made in good time within 2 weeks of receipt of the notification.

§ 2 Quotations, Quotation Documents and Estimates

(2.1) Purchaser's quotations can only be accepted within a period of seven days from receipt (e.g. by return of the signed order copy), after which Purchaser shall no longer be bound by the quotation.

(2.2) Quotations such as supply orders or other orders by Purchaser and acceptance of the same shall require written form, cf. § 1.4. This shall also apply to later supplements and / or amendments of the quotations. Vendor shall draw our attention to obvious errors (e.g. spelling and calculation mistakes) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise, the agreement shall be deemed not concluded.

(2.3) It is expressly clarified that Purchaser's office and field service staff are not entitled to deviate from or to supplement the contents of the quotation or its acceptance by oral or written agreements before, at or after conclusion of the contract. This shall not apply to assurances by our executive organs or holders of a limited commercial power of attorney. § 1.4 shall remain unaffected.

(2.4) All documents provided for the production of quotations shall remain Purchaser's property and have been protected by copyright. They may only be provided or otherwise made accessible to the members of the company concerned with the production of the quotation. The latter shall be instructed accordingly before provision. Forwarding to other employees of the company or third parties and / or reproduction or storage - whatever the way - shall only be admissible with prior written consent from Purchaser.

(2.5) All documents provided to Vendor for the production of quotations shall be returned to Vendor completely and in a proper condition upon submission of the quotation, albeit no later than 3 (three) weeks following provision.

(2.6) No kind of remuneration shall be granted for the production and submission of quotations unless agreed in writing to the contrary beforehand.

(2.7) Estimates of costs shall be a binding foundation for orders resulting therefrom for the period of their validity. They shall not be remunerated unless agreed in writing to the contrary beforehand.

§ 3 Prices

(3.1) The prices stated in Purchaser's order (legally meaning: "in the quotation") shall be binding fixed prices and shall apply franco domicile to the place (destination) stated in the order unless agreed to the contrary.

(3.2) If not agreed to the contrary in the individual case, Vendor's price shall include all services and subsidiary services by Vendor as well as all overheads (e.g. proper packaging, customs, import dues, transport costs, including possible transport and / or third-party liability insurances) including statutory turnover tax.

(3.3) If no prices have been stated in Vendor's order (legally meaning: "in the quotation"), the prices stated in Vendor's order (legally meaning: "in the quotation") and / or order confirmation shall be binding fixed prices, which however shall require acceptance by Purchaser.

§ 4 Delivery, Arrears in Delivery and Contract Penalties

(4.1) Place of performance and delivery for all supplies and services by Vendor shall be the destination in question stated by Purchaser.

(4.2) Delivery dates and periods shall be binding and shall be complied with at all costs. Receipt of the goods at the destination prescribed by Purchaser shall be decisive herefor.

(4.3) For all supplies, a separate notification for each supply with a precise designation of the contents of the supply shall be transmitted to Purchaser without delay upon dispatch.

(4.4) Vendor shall be obliged to inform Purchaser immediately in writing about the reasons for a delay and the prospective duration of the delay as soon as it can be foreseen that agreed service / delivery dates cannot be complied with.

(4.5) Vendor undertakes to load, to stow and to fit (consign) secure for transport pursuant to § 412 German Commercial Code in all supplies / services.

(4.6) Supplies and dispatch shall be free of all charges and at Vendor's expense to the destination stated by Purchaser. Customs clearance shall be done by Vendor to the extent not agreed to the contrary.

(4.7) The goods ordered shall travel at Vendor's risk. The risk of chance destruction or chance deterioration shall be borne by Vendor until hand-over. Deviating agreements must be made in writing beforehand.

(4.8) Supply / service at a place other than that stated by Purchaser shall not result in passage of risk to Purchaser's detriment even if this place accepts the supply / service. Vendor shall bear the additional costs resulting from the supply / service to / at a place other than the destination stated to the extent that it is answerable for this.

(4.9) Packaging shall only be paid if a remuneration herefor has been agreed in writing beforehand. At Purchaser's request, Vendor shall take empties and packaging back free of charge if nothing to the contrary has been agreed beforehand. To the extent that Vendor requests return of the packaging necessary for the supply / service, the dispatch papers shall be provided with a clear reference. If no reference is made, Purchaser can dispose of the packaging at Vendor's expense.

(4.10) The dispatch papers shall state all the additional remarks for order number, part designation, cost centre and place of supply demanded in the order. If these data have not been stated on all dispatch and freight papers, Purchaser shall be entitled to reject acceptance of the goods and / or to demand a contract penalty to the amount of 1% of the invoice amount (albeit no less than € 25.-). If Purchaser makes use of the contract penalty, this can be offset upon invoicing by Vendor.

(4.11) The quantities ordered shall be binding. If Vendor wishes to deviate from the agreed scope of supply / service (also entails part supplies), Vendor shall only be entitled to do so if Purchaser has agreed in writing accordingly beforehand. In the event of deviations from the content of the contract without consent, Purchaser shall inter alia be entitled to reject the supply / service at Vendor's expense.

(4.12) In the event of arrears in supply of more than three working days, Vendor shall be entitled to charge a contract penalty of 1% for each commenced week of the arrears, albeit no more than 5% of the invoice value as an accumulated maximum. This shall not apply if Vendor is not answerable for the arrears in supply. The contract penalty can be claimed independent of a claim to damages from arrears and shall not be offset against possible claims to damage. If Purchaser accepts the delayed supply, it can also claim the contract penalty without an express reservation at the acceptance of the supply by no later than the final payment.

(4.13) In the event of rail dispatch, the declaration of the goods in the freight documents shall be done according to the currently valid directives of the railway companies in question. Costs and damage caused by incorrect or omitted declaration shall be charged to Vendor.

(4.14) If Purchaser weighs supplies or parts thereof on its calibrated scales, this shall be decisive.

(4.15) If supply ex works has been agreed, Vendor shall select the most favourable possibility of transport. If Vendor deviates from this, for example supplies by express delivery, because it cannot (no longer) comply with the delivery date, the additional costs compared with the most favourable supply shall be charged to Vendor.

§ 5 Invoice, Maturity and Payment

(5.1) Invoices shall be sent for each supply without delay with a precise statement of all additional remarks requested in the order, such as order number, part designation, cost centre and place of delivery of each individual item. Vendor's claim shall only become due for payment upon receipt of such an audit-capable invoice, which, inter alia, means that Purchaser does not have to pay and does not fall into arrears with the claim to payment before issue of an audit-capable invoice by Vendor.

(5.2) Claims shall only become due for payment following a complete contractual service and complete invoice documents properly produced pursuant to § 5.1. Purchaser reserves the right to a period of 10 (ten) days for the completion of the auditing of the invoice. Payments according to sentence 1 shall be made on the 5th, 15th and 25th of each and every month with deduction of the agreed discount, albeit at least with deduction of 3% discount for payment within 14 (fourteen) days of receipt of invoice - or net no later than 30 (thirty) days following receipt of the invoice. The payment period shall commence no earlier than receipt of the proper invoice, albeit not before receipt and acceptance of the ordered goods. The date on the incoming stamp shall be deemed date of receipt of the invoice.

(5.3) If invoicing is done before the service, the payment and discount periods shall be based on the actual rendering of the service. In the event of premature services and issues of invoices, the payment and discount periods shall be based on the supply dates and periods originally agreed.

(5.4) If not agreed to the contrary in the contract, Purchaser shall fulfil the claims by transfer or by cheque.

(5.5) Even if not expressly stated, payments shall be made in any case under the reservation of auditing of the invoice. Under no circumstances shall payment portray acknowledgement of proper supply / service, a waiver of contract penalties, warranty rights, guarantees or a waiver of a notification pursuant to § 377 German Commercial Code.

(5.6) Vendor shall insure the goods for transport and present the insurance policy to Purchaser for insight upon request.

(5.7) In all transports to be carried out, Vendor undertakes to load, to stow and to fit (consign) secure for transport, in particular pursuant to § 412 German Commercial Code.

§ 6 Duty to Notify Defects

Purchase shall examine the supply / service within a suitable period for quality and quantity deviations. Purchaser's notification shall be in good time if it reaches Vendor within 5 (five) working days in the event of obvious defects - starting from receipt of the goods - or within 5 (five) working days in the event of hidden defects - starting from establishment -.

§ 7 Retentions of Title

(7.1) Purchaser hereby accepts a retention of title demanded by Vendor.

(7.2) Purchaser likewise accepts an extended retention of title. Purchaser and Vendor hereby agree that in lieu of the retention of title, i.e. if the latter expires - e.g. through resale, blending or processing within the framework of the ordinary course of business - the new object or the claim resulting therefrom replaces it to the amount of the claim from the sale of the conditional commodities to secure Vendor. For this, Vendor hereby in particular agrees to a sale of the object to a third party within the framework of the ordinary course of business, to the extent that the third party does not make assignment of the claim owed by it dependent on its consent. If the claims assigned by way of security are placed in current account, the assignment shall relate to the matching part of the balance including the final balance from the current account. Vendor hereby authorises Purchaser to collect the claims assigned to Vendor by Purchaser by way of security. Vendor hereby agrees that a revocation of the authorisation is only effective if justified reasons for it exist and only if and as long as payment obligations from sale of conditional commodities exist. Only under these preconditions can Vendor demand that Purchaser notifies it of the assigned claims and their debtors, notifies the debtors of the assignment or that the notification is done by Vendor itself in the event of revocation of the authorisation.

Claims assigned as security are hereby assigned to Purchaser by Vendor under the suspensive condition that Purchaser fulfils the claim from the underlying sale of conditional commodities.

§ 8 Fulfilment by Third Parties

Vendor must fulfil the contract itself. Vendor shall not be entitled to assign fulfilment of the contract to third parties completely or also even partly to the extent that nothing to the contrary has been agreed in writing beforehand.

§ 9 Offset and Rights of Retention

(9.1) Purchaser shall be entitled to offset against open claims accruing to Purchaser or an enterprise affiliated to Purchaser in its group of companies against Vendor.

(9.2) Vendor can only offset with undisputed claims, ones ready for a decision or legally effective and also with claims from the same contractual relationship.

(9.3) Claiming a right of retention shall only be admissible to the extent that the underlying counter-claims are undisputed, ready for a decision or legally effective.

§ 10 Provision of Material

(10.1) Materials provided by Purchaser shall remain Purchaser's property and shall be stored separately, designated and administered as such. They may only be used for fulfilment of the contract for Purchaser.

(10.2) In the event of reduction of value and / or loss of provided materials for which Vendor is answerable, it shall provide indemnification.

(10.3) In the event of processing or re-shaping with provided materials in Purchaser's ownership and / or of Vendor and / or third parties at Purchaser's expense, processing and re-shaping shall be done on Purchaser's behalf and in its interest, Purchaser directly acquiring ownership of the new object when it is produced (manufacturer's directive).

(10.4) If transfers by way of security and / or third parties' extended rights of retention exist for the materials, the entitlement right shall be subject to the regulations of § 10.3 in lieu of ownership.

(10.5) Vendor shall keep the objects manufactured according to §§ 10.3 - 10.4 on Purchaser's behalf with the due care of a prudent businessman until hand-over to Purchaser. Further, Vendor shall maintain or renew these objects free of charge in order to maintain their usefulness at any time.

(10.6) Without proper written consent of Purchaser, provided materials and objects provided with them may not be forwarded to third parties or be used for third parties' contracts or in any other way for Vendor's purposes. They shall be secured against unauthorised insight and must be returned to Purchaser in a proper condition no later than proper fulfilment of the contract if nothing to the contrary has been agreed beforehand to the extent that the provided materials are not used for warranty or Purchaser waives warranty claims / guarantees.

(10.7) In the event of difficulties in production or price increases at short notice, Purchaser can demand that provided materials in its ownership are returned.

(10.8) No right to possession of the provided materials shall accrue to Vendor to the extent that the provided materials are not used for warranty or Purchaser waives warranty claims / guarantees.

(10.9) Insofar as Purchaser also demands return of provided materials used for warranty claims / guarantees, Purchaser hereby expressly waives warranty claims / guarantees, with the result that no right to possession results herefrom for Vendor.

(10.10) In the event of withdrawal / termination of the contract, §§ 16.4 - 16.6 shall be applicable with a view to the claims to return of the provided materials.

§ 11 Non-Disclosure, Property Rights, Reference

(11.1) All technical, not obvious information and other not obvious commercial and / or technical information becoming known to Vendor as a result of the business relations with Purchaser shall be kept secret to the extent that nothing to the contrary results from specific circumstances. In cases of doubt, Vendor shall inquire with Purchaser. This information may only be used for performance of contracts with Purchaser and only be made accessible to employees of Vendor whose involvement in the performance of the contract is necessary in accordance with Vendor's operational situation. Forwarding to other members of the company or third parties and / or reproduction or storage - whatever the nature - shall only be admissible with Purchaser's prior written consent.

(11.2) All and any sub-suppliers and all and any vicarious agents shall be obligated by Vendor in accordance with § 11.1.

(11.3) Without prior written consent, Vendor shall not be allowed to state Purchaser or the business relation between Vendor and Purchaser as a reference in any way.

§ 12 Quality Assurance and Insurance Duties

(12.1) Vendor shall carry out quality assurance suitable according to its nature and scope and fulfilling the current state of the art and prove it to Purchaser upon request.

(12.2) Vendor shall be obliged to insure itself against the risks from product liability and manufacturers' liability, including the risk of a recall, to a suitable amount and to present the insurance policies to Purchaser for insight upon request.

(12.3) Vendor shall insure the goods for transport and present the insurance policies to Purchaser for insight upon request.

§ 13 Force Majeure

(13.1) Unforeseeable incidents outside the Parties' control, for example war, risk of war, uprising, application of violence by third parties against persons or objects, sovereign interventions including currency and trade policy measures, industrial disputes with the parties or their suppliers or transport companies, interruptions of the planned transport connections, fire, lack of raw materials, lack of energy and other disturbances of operation with the parties or their suppliers or transport companies through no fault of theirs shall extend firmly agreed periods and dates by the duration of the prevention. This shall also apply to the extent that the parties are already in arrears in delivery or to the extent that the aforementioned preventions of service had already existed before the conclusion of the contract, but had not been known / should have been known to the parties. The parties shall notify the other party of obstacles of the aforementioned nature plus their prospective duration without delay.

(13.2) If delays in supply to be ascribed to this last for longer than one month, both parties shall be entitled to withdraw / terminate following suitable and fruitless setting of a period. The same shall apply if performance of the contract has become unreasonable for one of the parties with a view to the delay which has occurred.

(13.3) However, occurrence of force majeure shall not release the party in question from its liability on account of a breach of the care to duty with a view to remedying the situation or rectifying the cause in a suitable and proper form.

§ 14 Vendor's Liability and Warranty

(14.1) If claims are made against Purchaser on account of a breach of official safety directives or due to domestic or foreign product liability regulations on account of defectiveness of the Purchaser's products to be ascribed to a commodity or service from Vendor, Purchaser shall be entitled to demand indemnification from Vendor to the extent that it has been caused by products supplied by Vendor. In cases of liability independent of culpability, this shall however only apply to the extent that Vendor is culpable. The damage shall also cover the costs of a precautionary, suitable recall action.

(14.2) Vendor shall be obliged to indemnify Purchaser against claims from manufacturers' liability according to German or foreign law to the extent that Vendor is answerable for the errors triggering the liability according to the rules of manufacturers' liability.

(14.3) Vendor shall produce the objects supplied free of third parties' defects in title. Vendor shall indemnify Purchaser - notwithstanding further claims - from claims by third parties resulting from contractual use of the object supplied due to a breach of property rights or applications for property rights. This shall not apply to the extent that Vendor is not answerable for the defects in title.

(14.4) In the event of a defect subject to warranty, Purchaser shall be entitled to withhold payment until fulfilment of the warranty obligation.

(14.5) If Vendor falls into arrears with fulfilment of the warranty obligations incumbent on it, Purchaser shall be entitled to remedy the defects itself, to have them remedied or to procure replacement in any other way at Vendor's expense.

(14.6) Vendor shall bear the expenditure necessary for the purpose of examination and subsequent performance, in particular transport, travel, work and material costs, including possible costs of dismantling and assembly. This shall also apply if no defect actually existed. Purchaser's liability to damage in the event of unjustified requests for remedying of defects shall remain unaffected; to this extent, Vendor shall only be liable if it recognises that no defect existed or fails to recognise this with gross negligence.

(14.7) The statutory directives shall apply as a supplement to Purchaser's rights in defects in title and quality and in other breaches of duties by Vendor.

§ 15 Exclusion and Limitation of Liability; Exclusion of a Contract Penalty

(15.1) Purchaser, its statutory representatives and its vicarious agents shall only be liable for malice aforethought and gross negligence in cases of a breach of inconsiderable contractual duties.

(15.2) In cases of damage caused negligently, Purchaser, its statutory representatives and its vicarious agents shall only be liable for a breach of a duty, fulfilment of which makes proper performance of the contract possible and in compliance with which Vendor regularly trusts and may regularly trust (essential contractual duty / cardinal duty), albeit limited to the damage foreseeable at conclusion of the contract and typical for the contract as regards the amount.

(15.3) An explicit exception from the above exclusions and limitations of liability shall be an injury to life, limb and health based on a deliberate (§ 276 III German Civil Code) or negligent (§ 276 II German Civil Code) breach of a duty by Purchaser or a deliberate or negligent breach of duty by a statutory representative or by vicarious agents (§ 278 German Civil Code) of Purchaser and also for other damage based on a grossly negligent breach of a duty by Purchaser or a deliberate or grossly negligent breach of a duty by a statutory representative or by vicarious agents of Purchaser in the sense of §§ 309 no. 7 a) and b) German Civil Code. Further, the aforementioned exclusions of liability shall not apply in a breach of a duty, fulfilment of which makes proper performance of the contract possible and

in compliance with which Vendor regularly trusts and may regularly trust (essential contractual duty / cardinal duty); to this extent, only the above limitation of liability according to § 15.2 shall apply.

(15.4) A claim by Vendor to payment of a contract penalty has been ruled out.

§ 16 Termination, Withdrawal and Notification Duties

(16.1) Purchaser can extraordinarily terminate the agreement without compliance with a period of notice and Purchaser shall have a right of withdrawal if Vendor is in arrears with two or more supplies and the arrears last for more than two weeks following receipt of a caution from Purchaser, in which the latter threatens or has reserved termination, or if other circumstances exist which give rise to the expectation that Vendor can lastingly no longer comply with its obligations from the present agreement (e.g. as a result of a lasting economic crisis) and abiding by the agreement can therefore no longer be reasonably expected of Purchaser, or if the legal situation at the time of the conclusion of the contract considerably changes / control of Vendor or a considerable part of its holding passes to other natural or legal entities and this change cannot be reasonably expected of Purchaser.

(16.2) If the legal situation at the time of the conclusion of the contract decisively changes or if control of Vendor or of a considerable part of its holdings passes to other natural or legal entities, Vendor shall be obliged to notify Purchaser without delay.

(16.3) Over and above this, Purchaser can terminate the contract extraordinarily at any time or Purchaser shall have a right of withdrawal if Vendor falls into arrears with its contractual duties from the contracts or the present T&Cs despite a caution and setting of a period with a threat of rejection or performs them badly or not at all; in particular if the quality of the supplied goods does not fulfil Purchaser's requirements or the requirements in Purchaser's diagrams according to the approved first samples, Vendor uses the provided materials in Purchaser's ownership in breach of contract - in particular providing them to third parties or producing parts for third parties -, Vendor jeopardises provided materials by neglecting the duties incumbent on it or Purchaser requires the provided materials lent for performance of the contract as a result of an unforeseeable circumstance.

(16.4) After termination of the contract / withdrawal from the contract, all provided materials in Purchaser's ownership shall be returned to the extent that the provided materials are not consumed for warranty or if Purchaser waives warranty claims / guarantees.

(16.5) A right to possession shall not accrue to Vendor in such a case to the extent that the provided materials are not consumed for warranty or if Purchaser waives warranty claims / guarantees.

(16.6) If Purchaser also demands return of the provided materials needed for warranty claims / guarantees, Purchaser hereby also expressly waives warranty claims / guarantees, with the result that no right to possession results herefrom for Vendor.

(16.7) Apart from this, the statutory termination and withdrawal rules shall apply as a supplement.

§ 17 Place of Jurisdiction and Place of Performance

(17.1) The place of jurisdiction for all disputes, also for bills and cheques, shall be Menden County Court / Arnsberg Regional Court. However, Purchaser shall also be entitled to sue Vendor at its registered office.

(17.2) Place of performance for supply, all services and payments of the firms of OBO Bettermann Vertrieb Deutschland GmbH & Co. KG and of OBO Bettermann Projekt und Systemtechnik GmbH shall be Iserlohn (Sauerland), that of the firms of OBTEC GmbH, OBO Bettermann Holding GmbH & Co. KG, Flugplatzgesellschaft Arnsberg – Menden mbH, OBO JET-CHARTER GmbH, FAM Holding GmbH, Grundstücksverwaltung Bettermann GmbH & Co. KG, OBO Bettermann Produktion

Deutschland GmbH & Co. KG and of OBO Bettermann Export GmbH & Co. KG shall be Menden (Sauerland).

§ 18 Miscellaneous Provisions and Decisive Version

(18.1) Purchaser shall be entitled to process and to store the data concerning Vendor with a view to the business relationship or in connection with the same in harmony with the Federal Data Protection Act, regardless of whether they come from Vendor or from third parties.

(18.2) The contract shall exclusively be governed by German law. Application of UN purchase law (CISG) has been ruled out.

(18.3) To the extent that Vendor and Purchaser agree validity of international commercial terms drawn up by the International Chamber of Commerce (ICC) ("Incoterms") for the agreement, the current version at the time in question shall be decisive.

(18.4) In the event of differences between the English and the German version, the German version of the T&Cs shall be decisive.