

Standard Terms and Conditions of Sale and Services for

O.R. Lasertechnologie GmbH

§ 1

Exclusive Application of Standard Terms and Conditions of Sale and Services (STCs); exclusion of other terms and conditions (protective clause)

- (1) These STCs apply to all of our business relations with our customers regarding the sale of goods and the provision of services, e.g. repair, maintenance, inspection and other services (Services) (see in particular for Services § 16). However, they only apply if the customer is an entrepreneur (Unternehmer) as defined in § 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), a legal entity under public law (juristische Person des öffentlichen Rechts) or a special fund under public law (öffentlich-rechtliches Sondervermögen).
- (2) Our STCs apply to the exclusion of all other terms, even if we, despite being aware of the customer's terms and conditions, accept orders without reservation, provide goods and services, or directly or indirectly refer to correspondence, etc., which contains the terms and conditions of the customer or a third party. We shall not recognize conflicting, varying or additional terms and conditions of the customer unless we expressly agree to them in writing.
- (3) Our STCs shall automatically apply to all similar future goods supplied, services/Services provided or offers to the same customer, without any requirement to refer to them repeatedly. If we change our STCs and notify the customer of these amendments, sentence 1 shall apply from this point in time on the understanding that the STCs in their amended version shall apply.

§ 2

Formation and terms of contract; written form requirement; representation

- (1) Our offers are non-binding and subject to change unless they are expressly stipulated as binding or stipulate a specific period for acceptance.
- (2) The customer's order constitutes a legally binding offer to enter into a contract. Unless the customer's order provides otherwise, we have the right to accept the order within 10 working days (Monday to Friday) from the date of receiving the order.
- (3) Our acceptance shall be in the form of a written notice (e.g., our order confirmation or our dispatch/collection notice). Legal declarations and notices made to us by the customer after formation of the contract (e.g., stipulation of a grace period, default notice, notification about defects) must be executed in writing in order to be valid.
- (4) Transmission by facsimile or by e-mail is sufficient in order to meet the written form requirement.
- (5) Individual (including oral) contractual arrangements take precedence over these STCs. A written contract or our written confirmation shall however provide evidence of their terms.
- (6) With the exception of our managing directors, commercial attorneys-in-fact (Prokuristen) and other employees specifically in writing named as the customer's contact person (acting in their respective authorized capacities), our employees are not authorized to enter into contracts, agree to individual written or oral arrangements or make or accept other commitments or other statements; any such statements issued or accepted shall be disregarded and shall not be binding on us.
- (7) With the exception of contractually expressly agreed guarantees, there are no guarantees of any kind whatsoever.

§ 3

Reservation of rights; confidentiality

- (1) We reserve all title to, and copyright and intellectual property rights in all documents, materials and other items furnished to the customer by us (e.g., offers, catalogues, price lists, quotes, plans, sketches, images, calculations, details of production and lead time, product and Service descriptions and specifications, prototypes/samples, models and other physical and/or electronic documents, information and materials). For the products and Services themselves we reserve all copyright and intellectual property rights.
- (2) Unless we give our prior written consent, the customer may not exploit, use, copy or modify documents, materials or other items furnished by us, or make them available to third parties as such or disclose their material substance to third parties. The customer may use them solely for the contractually permitted purposes and, at our request, must return them to us in their entirety and destroy (or delete) any copies (including digital copies), unless they are still required by the customer in the ordinary course of business or

for compliance with statutory records retention duties. At our request, the customer shall confirm that it has returned, destroyed or deleted all documents, materials and items, or show which of the aforementioned documents, materials or items are still thought to be required and on what grounds.

- (3) If we have entered into a separate non-disclosure agreement with the customer, the terms of that agreement will take precedence over the terms relating to confidentiality in these STCs. In any event, however, the documents, materials and other items furnished by us shall constitute confidential information within the meaning of the non-disclosure agreement.

§ 4

Software

Unless otherwise agreed to in a separate signed software license agreement between us and the customer, the following terms and conditions will apply to software and firmware in all forms, including any documentation provided by us under these Terms ("Licensed Software"):

- (1) We retain full rights, title, and ownership including all patents, copyrights, trade secrets, trade names, trademarks, and other intellectual property rights in and to the Licensed Software;
- (2) For standalone Licensed Software, subject to and conditioned on these STCs, we grant to customer a non-exclusive, non-sublicensable, limited license to internally use the Licensed Software (in machine code only) as a development platform solely in connection with our products;
- (3) For Licensed Software embedded in our products, subject to and conditioned on these Terms, we grant to customer a non-exclusive, limited license to use and distribute the Licensed Software (in machine code only) solely as incorporated in our products;
- (4) Subject to mandatory applicable law, customer agrees not to engage in, and to take all reasonable steps to prevent, unauthorized use and disclosure of, including without limitation any effort to reverse engineer, disassemble, decompile, modify, or otherwise attempt to derive the source code of any Licensed Software or any portion thereof. Section 69e German Copyright Act (Urheberrechtsgesetz) shall remain unaffected.
- (5) Customer will not alter, remove or destroy any trademark, copyright markings, legends, or notices placed upon or contained within the Licensed Software.

§ 5

"EXW Incoterms (2010)"; other Delivery details; acceptance

- (1) Unless agreed otherwise, "EXW Incoterms (2010)" shall apply to all of our deliveries (with the goods being available at the warehouse from which we make our deliveries in the specific case).
- (2) Notwithstanding subsection (1), and only if agreed with the customer, we will send the goods to a location specified by the customer. This shall be done at the customer's expense. We may, at our due discretion, determine the mode of transport (particularly the selection of freight company and shipping method) and the type of packaging. In such cases, the risk shall pass to the customer upon the customer's receipt of our dispatch notice or, if the contract does not provide for a dispatch notice, at the latest when the goods are handed over to the carrier or freight company or other party responsible for transportation. The foregoing also applies to partial deliveries or if we have agreed to provide other services (e.g. transport or assembly). Subsection (1) and the terms governing place of performance (§ 17 of these STCs) shall otherwise remain unaffected.
- (3) "Delivery" in terms of these STCs shall have the meaning of customer's receipt of our collection/dispatch notice or, if agreed, handing over of the goods to the carrier or freight company or other party responsible for transportation.
- (4) Where it has been expressly agreed that the customer's acceptance is required (the meaning of acceptance here is the same as its meaning under the law of contracts for the production of a specific "work", § 640 BGB), the goods or the Services shall be deemed accepted, at the latest, when:
 - a) the Delivery and, where we have also agreed to assemble or provide a similar service (e.g. mounting, installation, putting into commission, set-up/settings) or another Service, the assembly or similar service/Service is complete;
 - b) we have advised the customer hereof promptly after completion and requested the customer's acceptance;
 - c) (aa) 15 working days have elapsed since Delivery or (if applicable) the completion of assembly or a similar service or Service; or (bb) the customer has started using the goods (e.g. has put the delivered and (if applicable) assembled equipment into operation) and ten (10) working days have elapsed since Delivery or (if applicable) the completion of assembly or a similar service; and

- d) the customer failed to expressly accept the goods within the relevant above period for a reason other than a defect of which we were notified, and which substantially impairs use of the goods or renders use of the goods impossible.

§ 6

Transfer of title

Title to the sold goods shall pass to the customer upon the customer's receipt of our collect/dispatch notice or, if the contract does not provide for a dispatch notice, at the latest when the goods are handed over to the carrier or freight company or other party responsible for transportation.

§ 7

Export and import control

- (1) In case export and import control rules apply to our goods (including Licensed Software) or Services, in particular rules of the Federal Republic of Germany (e.g. Foreign Trade Law ("AWG")), German Foreign Trade Regulations ("AWV"), European Union (e.g. EC Dual Use Regulation) and the United States of America, customer shall immediately provide us with all information and documentation necessary for the compliance with such rules. This shall also apply to end use certificates. Obtaining an import permit shall always be customers obligation.
- (2) Goods delivered by us (also in the context of provision of Services) may be subject to export restrictions, e.g. of the United States of America or the European Union. The customer is obliged to comply with said rules in case of resale. This shall apply mutatis mutandis for restrictions applicable to the provision of our Services or Licensed Software.

§ 8

Prices, payment terms, retention of goods; exclusion of rights of set-off and liens; customer's inability to perform

- (1) Unless agreed otherwise, orders shall be governed by the net prices (plus statutory value added tax (VAT)) applicable at the time of entering into the respective contract; prices are specified "EXW Incoterms (2010)" (see § 5(1) of these STCs). Any insurance, transport and packaging costs (see § 5(2) of these STCs) and any additional taxes and duties shall be charged as extras unless agreed otherwise.
- (2) Subject to paragraph 2 of this subsection, and unless agreed otherwise, our invoices for sold goods must be paid in full within 30 days of Delivery and the invoice date. The date on which payment is received determines whether payment was on time. We may attach our invoice to the aforementioned notice. However, we are at all times entitled, without stating reasons, to make the provision of our goods and services conditional upon concurrent payment; we are not entitled to do this if it has been agreed that the customer's acceptance (in the meaning of section 640 BGB) is required or if the construction or similar services (e. g. installation, commissioning, adjustment) is/are also part of the services owed by us, and the customer has a legitimate interest in withholding part of its payment before the goods are declared ready for acceptance or before completion of the construction or similar services (legitimate interest valued at 10% of the total price).
- (3) The customer shall be automatically deemed in default upon expiration of the applicable period for payment under subsection (2) without the need for a default notice to be issued. During any period of default, the price shall bear interest at the applicable statutory rate for default interest. We reserve the right to claim additional damages for default. Where our customers are merchants (Kaufleute), our claim to commercial default interest (§ 353 of the German Commercial Code (Handelsgesetzbuch – HGB) remains unaffected.
- (4) The customer may only exercise rights of lien/retention or rights of set-off if its counterclaims are uncontested, ripe for adjudication, or have been declared final and binding by a court of law; the last sentence of subsection (2) above remain unaffected.
- (5) We are entitled to withhold outstanding goods and services under a particular contract if it becomes manifest after entering into the contract that our claim for payment under the respective contract is at risk because of the customer's inability to perform (§ 321 (1) BGB). Our right to withhold performance shall lapse if payment is rendered or security for payment is provided. We may set a reasonable period within which the customer must, at its election, render payment or provide security for payment concurrent with our Delivery. We may rescind the contract if the above period expires without result. The statutory provisions on dispensing with the grace period remain unaffected. We may give notice of immediate rescission in the case of contracts for the manufacture of non-fungible goods (custom-made products).

§ 9

Performance times, extensions; provisions for force majeure, deliveries from our suppliers etc.; partial deliveries; inspections and/or testing at our premises

- (1) Indicated lead times/delivery dates given by us for the delivery of goods and provision of services/Services (performance times) shall always be regarded as approximate only, unless a fixed performance time was expressly agreed.
- (2) Performance times for the delivery of goods shall be deemed met if, by the time they expire, the customer has received our collection notice or, if dispatch has been agreed, we have handed over the goods to the party responsible for transportation or, in the event of their non-appearance or belated appearance, could have handed them over.
- (3) If we can foresee that we will be unable to comply with a certain performance time, we will notify the customer promptly and advise of the anticipated new performance time.
- (4) We shall not be liable for delay or impossibility insofar as they are due to force majeure or other events beyond our control which were not foreseeable at the time the contract was entered into (e.g. disruptions to operations of any kind, fire, natural disasters, weather events, floods, war, riots, acts of terrorism, transport delays, strikes, lawful lock-outs, a shortage of workers, energy or raw materials, delays in the issue of requisite regulatory approvals (e.g. import and export permits), regulatory action/sovereign acts; embargos). Failure by our suppliers to supply us on time, correctly or at all, shall constitute such an event if we are not at fault for the failure and a corresponding supply commitment with our supplier was in place at the time the contract was entered into with the customer. If such events occur, the performance times shall be automatically extended by the duration of the event, plus a reasonable time for resuming work. We also have the right to rescind the contract if such events make it substantially more difficult or impossible for us to render performance and they are not merely temporary in nature.
- (5) Performance times shall be automatically extended by a reasonable time if the customer fails to comply with its contractual obligations or is in breach of any condition thereunder. In particular, the customer is responsible for ensuring that we timely receive any and all documents, information, prototypes, samples and other information and items to be provided by the customer and, if applicable, that technical, construction-related, staff and organisational requirements for the agreed assembly of products at the customer's premises (if applicable) or for similar services are met (e.g. mounting, installation, putting into commission, set-up/settings).
- (6) If we default on providing goods or services/Services or they become impossible to provide for whatever reason, any liability on our part shall be limited to damages in accordance with § 12 of these STCs.

§ 10

Warranty for defects

- (1) Unless these STCs provide otherwise or specify additional terms, the relevant statutory provisions shall govern the customer's rights in the case of defects in quality or defects in title.
- (2) Unless expressly agreed otherwise: (a) our products and services meet(i) at the time of Delivery, and (ii) for twelve (12) months thereafter (continued warranty) solely the specifications agreed with the customer in writing (or, in the absence of any such agreement, the product specifications contained in our published product data sheets) and the statutory standards applicable in Germany at the time of Delivery; and; (b) the customer is solely responsible for integrating the products in its existing technical, structural and organisational framework (customer's responsibility for system integration).
- (3) The continued warranty (see § 10(2) (ii)) for twelve (12) months as of the time of Delivery is subject to the following requirements:
 - a) The continued warranty is made only to our original customer and is non-transferable to third parties.
 - b) The continued warranty does not apply to third-party products which are merely sold through us.
 - c) The continued warranty does not apply for normal wear and tear and in situations in which the products are damaged due to any use not in compliance with the agreed upon (if no agreement: normal) use of the product and/or our instructions and recommendations published in the concrete product data sheets or in any other way.
 - d) The continued warranty does furthermore not apply if the product was changed/altered, adjusted or repaired unless that change/alteration, adjustment or repair has been carried out by us or by persons authorized by us. This shall also apply if non-authorized accessories were integrated in or connected with our products.

- (4) The determination of "defects" as referenced in these STCs shall be made on the basis of the subsections (2) and (3).
- (5) Unless acceptance (in the meaning of section 640 BGB) has been expressly agreed, the customer has an obligation (Obliegenheit) to inspect delivered goods promptly after they are delivered to the customer or the third party nominated by it, and promptly report any defects. Sections 377 and 381 HGB and, in addition, the terms of this subsection shall apply to goods inspections and defect notifications. The requirement of prompt notification shall be deemed satisfied if a notice of defects is sent, at the latest, within five (5) working days of Delivery or, if the defect was not evident at the time of the goods inspection (§ 377 (2) and (3) HGB), at the latest within three (3) working days after the defect is identified.
- We assume no warranty and accept no other liability for defects if the customer has failed to properly inspect the goods and/or report defects. This shall also apply for the continued warranty of twelve (12) months as of Delivery.
- (6) Unless otherwise agreed, the return procedure for goods reported to be defective ("return goods") shall be as follows: the customer shall send us, together with its notice of defects (see § 10 (5)a "Return Material Authorization Form" containing the information required in order to properly process the return, particularly the order number, invoice number, exact description (item number) and quantity of return goods. The return goods shall be sent back to us at our request, initially at the customer's expense. If the reported defect is legitimate, we will reimburse the customer for the costs of the cheapest shipping method; the foregoing shall not apply if the shipping costs are increased because the goods are located somewhere other than the place of contractually agreed use. Subsection (6) (allowing the necessary time and opportunity to examine reported defects and review other complaints) remains unaffected.
- For warranty claims asserted during the period of twelve (12) months following Delivery (continued warranty), the customer shall bear the risk of return transportation unless the defect has already been there at the date of Delivery.
- (7) The customer must always give us the time and opportunity required in order to examine reported defects and other complaints and effect subsequent performance (Nacherfüllung); this particularly includes furnishing us with the goods in question for testing purposes or, if they have been permanently installed or similarly affixed at a certain location, providing access to the goods. Subsection (6) (return at our request) remains unaffected.
- (8) If the goods are in fact defective, we will cover the necessary expenses for the purpose of examining the goods and effecting subsequent performance, particularly including transport, infrastructure, labor and material costs. If the customer's request to remedy a defect proves to be unjustified, we may require the customer to reimburse our costs.
- (9) If the delivered goods are defective, we are authorized and obligated to effect subsequent performance as a first step, which, at our election (which must be made within a reasonable time), may take the form of remedying the defect (repair) or delivering a non-defective item (replacement). In the event of replacement, the customer must return the item requiring replacement in accordance with the relevant statutory provisions.
- (10) If it is not possible to effect subsequent performance or if the attempt to subsequent performance is unsuccessful, or if the reasonable period for effecting subsequent performance has expired without result or can be dispensed with according to statute, we may, at our election, rescind the purchase contract. However, there is no right of rescission in the case of minor defects. The right to rescind the purchase contract shall not apply for warranty claims asserted during the period of twelve (12) months following Delivery unless the defect has already been there at the date of Delivery.
- (11) Claims for damages other than those governed by § 12 of these STCs are excluded.

§ 11

Warranty for third-party intellectual property rights

- (1) Subject to the terms of § 11, we warrant that the manufacture of the goods by us and their specifications at the time of Delivery are free from third-party intellectual property rights or copyright in the countries of the European Union and the United States of America. The parties will notify each other promptly in writing if they are sued for infringement of any such rights.
- (2) Claims for infringement of third-party intellectual property rights or copyright are excluded if the infringement was due to (i) the use of products in practice as a part of or in conjunction with any other products/devices, parts, processes or methods of the customer; (ii) instructions or requirements (regarding, inter alia, the specifications or design) laid down by the customer; (iii) the use of the goods by the customer or its customers in practice in a manner inconsistent with the contract or specifications; (iv) any unauthorized modification of the product; or (v) an use of the products after

receiving notice of an (alleged) infringement of third-party intellectual property rights or copyright.

- (3) In the event the goods are finally determined by the applicable court of law to infringe the intellectual property rights or copyright of any third party, we will, at our election and expense, modify or replace the goods such that they no longer infringe third-party rights but still perform their agreed contractual function, or obtain a license enabling the customer to use the goods. If we are unable to do either of these things within a reasonable time, the customer may rescind the contract or claim a reasonable reduction of the purchase price.
- (4) If we deliver products of other manufacturers or suppliers and such products infringe third-party rights, we will, at our election, sue the relevant manufacturer or supplier for breach of warranty for the account of the customer, or assign our respective claims to the customer.
- (5) Claims for damages other than those governed by § 12 of these STCs are excluded.

§ 12

Liability for damages, etc.

- (1) Except in the following cases, we exclude any liability for compensatory damages, irrespective of their legal basis, particularly damages in lieu of or in addition to performance, damages for culpable breach of the duty of good faith and fair dealing during contract negotiations (doctrine of culpa in contrahendo), impossibility, default or defects, damages in tort and damages for other direct or indirect loss:
- we fraudulently concealed a defect;
 - we gave explicitly a guarantee for the properties and condition of the goods or accepted a procurement risk;
 - we or one of our legal or vicarious agents committed a willful or negligent breach of duty, which resulted in injury to life, body or health;
 - we or one of our legal or vicarious agents (Erfüllungsgehilfe) committed a willful or grossly negligent breach of duty, which resulted in other loss or damage;
 - loss or damage arises from the negligent breach of material contractual duties, and such loss or damage is not already covered by a) to d) or f). Material contractual duties are duties which must necessarily be fulfilled to enable the proper performance of the contract, and on whose compliance the customer would usually rely and be entitled to rely. However, in such cases our liability shall be limited to the loss or damage that was reasonably foreseeable at the time the contract was entered into; or
 - we are strictly liable for loss or damage, which particularly includes liability under the German Product Liability Act (Produkthaftungsgesetz).
- (2) To the extent the above provisions exclude or limit our liability, such exclusion or limitation shall also apply to the personal liability of our governing bodies, legal agents, employees and vicarious agents.
- (3) The customer may rescind or terminate the contract on the basis of a breach of duty committed by us but that does not involve a defect, but only if we are at fault for the breach of duty; the relevant statutory provisions otherwise apply. The customer has no right to terminate the contract at will, particularly not in reliance on §§ 651 and 649 BGB.

§ 13

Limitations periods

- (1) Notwithstanding § 438 (1) no. 3 BGB and – to the extent applicable for the Services – § 634a (1) no. 1 BGB respectively, the limitations period for claims based on defects in quality and defects in title (including those not based on the contract) shall be one (1) year from the date of Delivery (the provision of Services respectively); however, the foregoing shall not apply in the cases described in § 12(1) a) to f) of these STCs. The applicable statutory limitations period shall apply in those cases; in the cases described in e), however, this only applies if the negligent breach of material contractual obligations is not manifested by a defect in quality or defect in title; the one-year limitations period set forth under the first clause of sentence 1 above shall continue to apply to such defects.
- (2) Where acceptance (in the meaning of section 640 BGB) has been agreed, the limitations period shall not commence at the time of Delivery but only as of the time the goods are accepted.
- (3) Products or parts thereof which are replaced or repaired under the warranty are warranted only for the remaining unexpired portion of the original warranty period applicable to the specific product; none of our subsequent performances shall be considered as recommencement or suspension of the limitation period. Subsequent performances in no event constitute acknowledgment of any legal obligation to do so.

- (4) Our examination of reported defects and other complaints (see § 10(7)) does not constitute a discussion of the legitimacy of claims and therefore does not constitute a negotiation in terms of § 203 German Civil Code. During that time and while a detected defect is remedied, the original warranty period shall not be suspended according to § 203 German Civil Code.

§ 14

Special right of rescission where payment is discontinued, etc.

We have a special right to rescind the contract in the following cases: (a) the customer discontinues payments to its creditors; (b) the customer personally applies to have its assets administered in insolvency proceedings; (c) we or another creditor make a lawful application to institute insolvency proceedings against the customer; (d) insolvency proceedings (even interim proceedings) are instituted; or (e) the application for insolvency proceedings is rejected because the customer has insufficient assets.

§ 15

Notification requirement in the case of regulatory or own action

The customer shall notify us promptly in writing if regulatory action is taken at the customer's premises or against the customer in connection with our products (e.g. an order for withdrawal or recall is made or other measures associated with market surveillance are taken) or the customer itself intends to take such action.

§ 16

Service Conditions

- (1) In addition to the other provisions set forth in these STCs, the following provisions apply to all repairs, maintenance, inspection and other services according to separate service agreements entered into with the customer (Services). Those separate service agreements shall prevail over the provisions of this § 16 and the STCs in general.
- (2) The scope and the price of the Services are set forth in the service agreements, e.g. service object, time, material input, service exclusions, costs and expenses etc. In case it turns out during the provision of the Services that additional works, expenses, materials, spares etc. are required but were not included in the service agreement, we are entitled to charge these works, expenses, materials, spares etc. separately on the basis of the price lists in effect at the time of provision of the Services.
- (3) The customer is obliged to cooperate with us as agreed in the service agreement. § 9(5) shall apply accordingly.
- (4) Unless set forth hereinafter otherwise or additionally, the relevant statutory provisions shall govern the customer's rights in the case of defects in quality or defects in title of the provision of Services.
- a) The customer is obliged to promptly inspect the Services and to report to us any defects promptly after a defect is identified.
- b) § 10(7) through § 10(10) apply accordingly in case of defects in quality or defects in title of the Services.
- c) Claims for damages other than those governed by § 12 of these STCs are excluded.
- (5) For our "Productivity Plus" and "Advantage Plus" Services, the following provisions shall apply in addition to the provisions set forth in these STCs.
- a) We shall have the right to refuse the performance of the Services or to invoice them separately in case the service object was or is operated outside the specifications of the applicable data sheet. The data sheet current at the time of the purchase of the service object shall be applicable.
- b) Defects and damages are excluded from the Services and can be invoiced separately resulting from (i) use of components and accessories not delivered by us or not authorized by us, respectively, (ii) improper or inadequate maintenance, (iii) wrong installed load, (iv) operations outside the environmental specifications for the product, (v) improper site preparation, (vi) unauthorized modification or non-observance of advices and instructions for the proper use, (vii) external causes, such as force majeure type factors.
- c) Replacement parts may be new or refurbished at our sole discretion.
- (6) Limitation periods for claims in connection with the Services are subject to § 13 of these STCs.

§ 17

Place of performance

The place of performance (Erfüllungsort) for our deliveries is the warehouse from which we make our deliveries. This also applies to subsequent performance. If we have also agreed to assemble or provide similar services (e.g. mounting, installation, putting into commission, set-up/settings) or Services, the place of performance shall be the place stipulated in the contract as the place where this is required to occur.

§ 18

Choice of law and jurisdiction

- (1) These STCs and our contractual relations with the customer are governed exclusively by the laws of the Federal Republic of Germany ("FRG"). The United Nations Convention on the International Sale of Goods (CISG) and other uniform international law shall not apply. Any claims of a non-contractual nature in connection with these STCs or the contractual relationship shall also be subject exclusively to the law of the FRG.
- (2) If the customer is a merchant, a legal entity under public law or a special fund under public law, or if it has no place of general jurisdiction in the FRG, the place of exclusive (and international) jurisdiction for any and all disputes arising out of or in connection with these STCs or the contractual relations with the customer shall be Frankfurt am Main. However, we may also sue the customer in the place of its domicile or the place of performance (§ 17 of these STCs). Mandatory statutory provisions governing places of exclusive jurisdiction shall remain unaffected.

§ 19

Severability

If terms of these STCs are or become void or invalid, whether in whole or in part, this shall not affect the validity of the remaining terms. Where terms have not been incorporated into the contract or are invalid, the terms of the contract shall be primarily determined by the relevant statutory provisions (§ 306 (2) BGB). Only in other cases, and to the extent that construction of contract culminating in implied terms (ergänzende Vertragsauslegung) does not take precedence or is impossible, the parties shall agree on a valid term that most closely reflects the commercial intent of the void or invalid term.

§ 20

Language

The STCs are drafted in German and in English. The English version is for information purposes only and not part of the STCs. Therefore, in the event of any discrepancies between the German and English version, only the German version shall apply.

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