1. GENERAL PROVISIONS

These General Terms and Conditions for the Purchase of Goods and/or Services ("GTC") shall apply to any Purchase Order except otherwise expressly agreed in writing in the Purchase Order. The Customer may not add any clauses or conditions that vary, restrict, modify or abridge the GTC. Any such addition, variation, restriction, modification or abridgment will be null and void. Any such addition, variation, restriction, modification or abridgment will be null and void.

2. ORGANS AND AUTHORITY

This Agreement shall be binding on both Parties only after having been countersigned by duly authorized representatives of the Parties. In any case, the purchase order is only binding on both Parties after having been countersigned by the Purchaser's Closing Office or such other office as may be expressly stipulated in such purchase order.

3. RIGHTS TO INVENTIONS, PATENTS, TRADEMARKS, AND/OR SERVICE MARKS

Any inventions, patents, trade secrets, trademarks and/or service marks created in the course of or resulting from the performance of the Services shall be the exclusive property of the Company. The Company shall be entitled to use, exploit, reproduce, manufacture, distribute, exhibit, disclose and otherwise deal with such inventions, patents, trade secrets, trademarks and/or service marks as it may see fit.

4. INSPECTION AND TESTING

Upon delivery of the Goods, the Purchaser shall have the right to inspect and test the Goods and/or Services within a reasonable time after their acceptance. The Purchaser may require the Company to remove any Goods which fail to conform to the specifications or to rework any Goods that do not conform to the specifications. Any Goods which fail inspection or testing shall be returned to the Company at the Company's expense and the Company shall be liable for any related costs.

5. PRICE, INVOICES AND PAYMENTS

The price of the Goods and/or Services shall be paid within thirty (30) days from the date of the invoice. The Company shall be entitled to charge interest on overdue payments at a rate of ten percent (10%) per annum. The Company may also suspend the performance of the Services until payment is made in full.

6. TERM

This Agreement is null and void if any Party breaches any of its obligations under this Agreement. If any Party suspends or terminates this Agreement, all payments made by either Party shall be refunded, except for payment of damage claims.

7. INSPECTION AND TESTING

In the event that the Goods delivered do not meet the specifications, the Purchaser shall have the right to reject the Goods and/or Services and be entitled to a refund of the purchase price. The Company shall be liable for any related costs and expenses.

8. INSPECTION AND TESTING

In the event of a dispute, the Parties shall first attempt to reach a mutually acceptable resolution. If the Parties are unable to reach a resolution, they may submit the dispute to arbitration or litigation.

9. INSPECTION AND TESTING

In the event of a dispute, the Parties shall first attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, they may submit the dispute to mediation, arbitration or litigation.

10. INSPECTION AND TESTING

In the event of a dispute, the Parties shall first attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, they may submit the dispute to mediation, arbitration or litigation.

11. INSPECTION AND TESTING

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12. INSPECTION AND TESTING

In the event of a dispute, the Parties shall first attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, they may submit the dispute to mediation, arbitration or litigation.
13.2 Supplier shall ensure that the Insurance Policies are effected and maintained with a sufficiently reputable and financially sound insurer with the minimum limits of liability required. A certificate of insurance or an evidence of insurance will be provided by Supplier to Purchaser at the written request of Purchaser at any time within the period of Force Majeure or to confirm the insurance coverage as required by any other party.

13.3 Upon Purchaser’s request, Supplier shall provide Purchaser with evidence of any such insurance coverage, or evidence of any other insurance purchased by Supplier for the performance of the Purchase Contract, and it shall in no event be a basis for any claim of the Purchaser against the Supplier no longer permitted to perform its obligations under the Purchase Contract.

14.5 Supplier shall not be required to take any legal or other action against any party that might affect the insurance cover under the Purchase Contract and for which Supplier is not liable for such action.

15.1 Supplier’s invoices for Goods supplied to Purchaser under the Purchase Contract shall include adequate documentation of the receipt, handling, transportation, storage, installation and use of Goods, as well as witnesses or other proof of the receipt of Goods by Purchaser.

15.2 Supplier’s invoices for Services supplied to Purchaser under the Purchase Contract shall include adequate documentation of the performance of the Services, as well as witnesses or other proof of the performance of the Services by Purchaser.

16.2 In the event that Supplier shall be entitled to recover any of its lost or damaged property by means of insurance proceeds, Purchaser shall take reasonable steps to prevent such lost or damaged property from being transferred to a third party before the insurance proceeds are paid to Supplier.

17.9 Upon termination of a Purchase Contract, the Purchaser shall promptly deliver to Supplier, at Supplier’s expense, Purchaser’s property that has been used by Supplier or has been entrusted to Supplier, and Purchaser shall be entitled to recover any monies due and owing to Purchaser under the Purchase Contract, and Supplier shall be entitled to recover any monies due and owing to Supplier under the Purchase Contract.

17.10 To the extent that it becomes necessary for the Purchaser to purchase similar or replacement property or property that is reasonably likely to qualify as similar to any property delivered or performed for Purchaser under the Purchase Contract, Supplier shall at Purchaser’s expense, purchase or obtain, in the manner of the applicable laws and regulations, such property as is reasonably required by Purchaser to replace any property delivered or performed for Purchaser under the Purchase Contract.

18.1 Upon termination of the Purchase Contract, Purchaser shall retain all property of Supplier, such Affiliates or any of their relevant licensors.

18.2 All Intellectual Property Rights owned by Supplier, its Affiliates or any of their respective licensors, shall remain the property of Supplier, such Affiliates or any of their relevant licensors.

18.3 Supplier hereby grants to the Purchaser an irrevocable, non-exclusive, transferable, royalty-free license to use any of the Intellectual Property Rights set forth in Article 18.2.

19.1 Each Party to the Purchase Contract shall use its best efforts to purchase or obtain at Supplier’s expense, Goods and Services as may be reasonably required by the other Party to resume the performance of the Purchase Contract.

20.1 In the event that there is an application for, or the initiation of, any proceedings for the bankruptcy of any party, Supplier may have against the Purchaser under the Purchase Contract, the Remedies for Breach of Contract or in any other respect or any other remedy available, obtain for Purchaser at Supplier’s expense a licence to use the Goods and/or Services, or replace or modify the same, in a manner satisfactory to the Purchaser at Supplier’s expense, in order to resume the performance of the Purchase Contract.

21.1 Upon termination of a Purchase Contract, Purchaser shall be entitled to purchase similar or replacement property or property that is reasonably likely to qualify as similar to any property delivered or performed for Purchaser under the Purchase Contract, Supplier shall at Purchaser’s expense, purchase or obtain, in the manner of the applicable laws and regulations, such property as is reasonably required by Purchaser to replace any property delivered or performed for Purchaser under the Purchase Contract.

22.1 Upon termination of a Purchase Contract, Purchaser shall promptly deliver to Supplier, at Supplier’s expense, Supplier’s property that has been used by Purchaser or has been entrusted to Purchaser, and Purchaser shall be entitled to recover any monies due and owing to Purchaser under the Purchase Contract, and Supplier shall be entitled to recover any monies due and owing to Supplier under the Purchase Contract.

23.2.3 The Parties are independent contractors. Nothing in the Purchase Contract shall be deemed to constitute either Party as a legal representative or an agent of the other or create a partnership, joint venture or employment relation between the Parties.

23.2 No Purchase Contract is assignable or transferable by either Party to any other party without the prior written consent of the other Party, provided however that such written consent shall not be required in the event of assignment or transfer of any Purchase Contract to any Affiliate of Purchaser.

23.3 Any loss, damage or failure in the performance of any Purchaser under this Purchase Contract and/or any of its Affiliates or any other party shall not be deemed to constitute an event of Force Majeure.

23.4 No Purchase Contract is assignable or transferable by either Party to any other party without the prior written consent of the other Party, provided however that such written consent shall not be required in the event of assignment or transfer of any Purchase Contract to any Affiliate of Purchaser.

24.1 This GTC and any other purchase or sale arrangements arising out of or related thereto, shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, and USA, and the Parties shall submit to the jurisdiction of the courts of the Federal Republic of Germany, and USA.

24.2 No purchase or sale arrangement under the Purchase Contract or as otherwise agreed in writing between the Parties.

24.3 This GTC and any other purchase or sale arrangements arising out of or related thereto, shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, and USA, and the Parties shall submit to the jurisdiction of the courts of the Federal Republic of Germany, and USA.

24.4 The Parties shall be referred to and finally settled by arbitration in accordance with the rules of the International Chamber of Commerce (the “ICC Rules”), which are deemed to be incorporated by reference into the Article 24.2.

24.5 The arbitral tribunal shall consist of three arbitrators. Each Party shall nominate one arbitrator. The third arbitrator shall be appointed in accordance with the ICC Rules.

24.6 The arbitral tribunal shall be seated in London, England and the arbitration proceedings will be conducted in the English language.

24.7 In the case of conflict between the ICC Rules and the provisions of this Article 24.2, the provisions of this Article 24.2 shall prevail.