



General Terms and Conditions of Business and Delivery of
Goods LAMTEC GmbH & Co KG

as of

August 2024

I Validity of the General Terms and Conditions

1. Our General Terms and Conditions of Business and Delivery of Goods ("**Terms and Conditions**") apply to all sales and services between us and you (also referred to as the "**Buyer**"). The Terms and Conditions will also apply to all future transactions, even if we and the Buyer have not explicitly agreed to their application again. The Terms and Conditions also apply if execute a delivery to the Buyer knowing that the Buyer's terms and conditions conflict with or differ from our Terms and Conditions. Our Terms and Conditions also apply to orders placed verbally, by phone, telegraph, fax, or electronic media, including email and the Internet.
2. Verbal agreements must be put in writing, including ancillary agreements; verbal collateral agreements are not valid.
3. Upon receipt of the goods or services, these Terms and Conditions are considered accepted at the latest.
4. We do not accept and reject any terms and conditions of the Buyer that contradict or deviate from our General Terms and Conditions unless we have expressly agreed to the Buyer's terms and conditions in writing.

II Offers

Our offers are non-binding regarding quantity, delivery time, and price.

1. Orders placed with us are non-binding and only become legally binding - regarding quantity, delivery dates, and prices - after we confirm in writing the order placed by the Buyer. When we execute the Buyer's order or invoice the order, this will also constitute a written confirmation.
2. Obvious errors in our offers, order confirmations, and typing and calculation errors shall not entitle or obligate us or our contractual partner. The contract shall only come into effect as it would have come into effect without error or mistake.
3. Our sales staff is not authorized to make oral promises or give oral assurances beyond the content of the written contract between us.

III Prices / Price details

1. We charge our services at list prices that are valid on the day of delivery. All prices we quoted are net prices. The final price consists of the net price plus the applicable statutory VAT. The prices indicated in our order confirmation and the respective statutory VAT are final and binding.
2. Our prices and offers are in Euros, and are subject to change. They are based on delivery Incoterms 2020® Ex Works (location), and do not include packaging, transportation costs, statutory VAT, and customs.
3. If we are responsible for the installation or assembly, the Buyer will bear all additional costs, such as travel expenses, tool transportation, personal luggage, and allowances, in addition to the agreed remuneration.

IV Terms of payment / Default / Offsetting / Rescission (Rücktritt)

1. Unless the Buyer made a declaration pursuant to §§ 366, 367 BGB (German Civil Code), we determine the sequence and to which debts the Buyer's payment is applied.
2. Payments are to be made without any deductions to an account specified by us. We reserve the right to demand payment prior to delivery.
3. Payment will only be considered as made when we have full access to the funds. If you choose to pay by check or bill of exchange, the payment will not be considered made until the check or bill of exchange has been cleared or cashed.
4. We are not obligated to accept checks or bills of exchange. If we do accept them, the Buyer will be responsible for the standard bank discount and collection charges when the payment is due. The acceptance of checks or bills of exchange is always conditional and subject to their discountability. The Buyer is responsible for bill of exchange tax, discount, and collection charges, which are due for immediate payment."
5. If the Buyer fails to pay in full or does not meet their payment obligations properly, if the Buyer stops making payments or does not cash a check, or if a bill of exchange is protested, or if we become aware of other circumstances that raise doubts about the Buyer's creditworthiness and solvency (e.g. enforcement actions, deterioration of financial circumstances), we have the right to request advance payments or securities for future deliveries. Additionally, we have the right to withdraw from the contract.
6. In case the buyer fails to pay in full, we will charge 1% interest per month on the outstanding amount. We also reserve the right to claim higher damages in case of default. Reminder costs will be charged at EUR 3.50. We also reserve the right to seek additional damages caused by the delay. Additionally, we have the right to cancel the contract. We can take immediate possession of the delivered items or claim damages for non-delivery to demand fulfillment. In the event of rescission, the damage caused by delay up to that point shall be reimbursed.

7. The Buyer can only withhold payment or offset any claims if Buyer's counterclaims have been legally established, are undisputed, or have been acknowledged by us. Additionally, the Buyer can only withhold payment to the extent that Buyer's counterclaim is related to the same contract. We reserve the right to offset any claims we have against the Buyer with any claims the Buyer has against Lamtec Meß- und Regeltechnik für Feuerungen GmbH & Co KG or Lamtec Leipzig GmbH & Co KG.
8. If the Buyer withdraws from the contract or cancels an order, the Buyer is obliged to pay a lump sum of 5% of the net order amount as restocking fee. We reserve the right to provide evidence of higher damages.

V Delivery and performance time (Lieferung und Leistungszeit)

1. Unless we have made an individual agreement stating otherwise, the delivery dates we provide are estimated delivery times. We will make every effort to deliver the goods on time but cannot guarantee a specific delivery date. If there are unexpected obstacles that we cannot prevent despite taking reasonable care, such as operational disruptions, official intervention, labor disputes, delayed delivery of essential raw materials, force majeure events, mobilization, war, strikes, or lockouts, the delivery period will be extended accordingly. This also applies to energy supply difficulties and delays in obtaining raw materials and purchased materials. We will promptly inform the Buyer of any such hindrances. If there are changes to the contract that may impact the delivery period, the delivery period will be extended unless we have made special agreements regarding this.
2. If an advance payment is requested, the delivery period will start upon receipt, provided all other contractual conditions have been met.
3. Delivery deadlines depend on receiving all necessary documents from the Buyer on time, as well as required approvals and releases, especially plans. Compliance with agreed payment terms and other obligations by the Buyer is also essential. If these conditions are not met promptly, the deadlines will be extended accordingly. However, no extension shall apply if we are responsible for the delays.
4. We will consider the delivery deadline met under the following conditions:
 - For delivery without installation or assembly: The deadline will be met if the items have been dispatched or collected within the agreed delivery or service period. If the delivery is delayed for reasons for which the Buyer is responsible, the deadline will be considered met upon notification of readiness for dispatch within the agreed deadline.
 - For delivery with installation or assembly: The deadline is met when the installation or assembly is completed within the agreed-upon date.
5. If the agreed-upon delivery date is delayed for over three months, the Buyer may put us on written notice and set us a reasonable grace period. If no delivery is made by the end of the grace period, the Buyer is entitled to withdraw from the contract by providing written notice. Further rights of the Buyer, including compensation for damages, are excluded unless we acted with intent or gross negligence. The burden of proof for intent and gross negligence rests with the Buyer.
6. The Buyer can only exercise the rights specified in Article V if the Buyer notifies us without undue delay.
7. If we fail to meet agreed-upon deadlines, the Buyer will receive reasonable compensation for the delay. The buyer will determine the specific amount of compensation, which shall not exceed 5% of the net invoice price for delayed delivery or service. Additional claims for damages are not permitted unless the delay was caused by our intentional or grossly negligent conduct or omission despite the obligation to act.
8. The confirmation of a delivery date for an order does not create a legally binding commitment for the delivery date.
9. We reserve the right to make partial deliveries at any time and to make partial payments, unless the Buyer can prove that partial payments are unreasonable.

VI Assembly

For deliveries that include installation, our *Service and Installation Terms and Conditions*, in their current version, at the time of contract formation, will apply in addition to the delivery contract with installation. These terms have been provided separately to the Buyer.

General Terms and Conditions of Business and Delivery of LAMTEC

VII Retention of title (*Eigentumsvorbehalt*)

1. We will keep the listed securities as collateral until all our claims against the Buyer are fully settled. We may release these securities at our discretion if their value exceeds the claim by more than 20% on a sustained basis.
2. We retain ownership of our goods until full payment is received ("**Reservation of Title**"). If our unpaid goods are incorporated into another product through processing, installation, or transformation, we will automatically gain co-ownership of the resulting product proportional to the net invoice value of our goods in relation to the resulting product.
3. In the event that a third party seizes, confiscates, or otherwise disposes of our goods, which are subject to our Reservation of Title, the Buyer shall notify (i) the acting third party about our ownership of the goods or resulting product, and (ii) notify us without undue delay.
4. The inclusion of individual claims in a current invoice, as well as the drawing of a balance and its recognition, shall not affect the Reservation of Title. Payment shall only be deemed to have been made upon receipt of the equivalent value. If the Buyer pays us by using a bill of exchange, our Reservation of Title and the underlying claim from the delivered goods will remain in effect until the Buyer, as drawee, has honored the bill of exchange. The Buyer is not permitted to pledge or transfer the title of the goods until we have been paid in full. The Buyer must protect our rights and the Retention of Title when reselling goods to the Buyer's customer on credit.
5. If the Buyer breaches the contract, including but not limited to late payments, we have the right to repossess the goods after sending a reminder. The Buyer must return the goods for us to sell. Any surplus proceeds from the sale of the goods will be provided to the Buyer.
6. Our Retention of Title and seizure of the delivered goods do not constitute a rescission of the contract unless we expressly inform the Buyer in writing otherwise.
7. The Buyer hereby assigns to us, in full and by way of security, all claims arising from the resale or any other legal grounds (insurance, tort) for the goods which are subject to Retention of Title (including all current account balance claims), together with all ancillary rights. We accept the assignment and authorize the Buyer to collect the assigned claims on our behalf and in its own name, we reserve the right to revoke this authorization. The authorization to collect claims can only be revoked by us if the Buyer fails to meet its payment obligations. We reserve the right to revoke the Buyer's authorization to collect if there is cause, including but not limited to failure to make payment, suspension of payment, application for insolvency proceedings, protest of a bill of exchange, or other reliable indications that the Buyer may be unable to pay. After prior notice of the disclosure of the assignment or enforcement of the assigned claim, we also may disclose the assignment, enforce the assigned claim, and demand from Buyer's customer payment directly.
8. Article VII No. 7 also applies to the sale of goods that have been processed, transformed, or combined with other items not belonging to us, resulting in a new product. The assignment only applies to the invoiced amount for the processed, transformed, or combined goods subject to Retention of Title. The Buyer must give priority to the claim assigned to us. Article VII No. 7 shall apply accordingly regarding the authorization to collect a claim and the conditions for its revocation. If the Buyer the goods subject to Retention of Title are inseparable from real estate or movable property, the Buyer shall assign to us by way of security, without the need for further special declarations, his claim to which he is entitled as remuneration for the combination, together with all ancillary rights, in the amount of the ratio of the goods subject to retention of title combined with our security interest to the other goods not combined at the time of combination.
9. The Buyer shall disclose to its customers our Retention of Title on the goods. The Buyer must inform us at any time upon request about the whereabouts of the goods delivered under Retention of Title and about the claims arising from the resale or to render account. In the event of access by third parties to the goods delivered under Retention of Title, the Buyer is obligated to inform the third party of our ownership of the goods and inform us immediately. Costs incurred by us in pursuing our rights as the owner of the goods subject to Retention of Title shall be borne by the Buyer.
10. In the event of the Buyer's breach of contract, including but not limited to a default of payment, we shall be entitled to take back the goods delivered subject to Retention of Title or, if necessary, to demand assignment of the Buyer's claims for restitution against third parties. Our taking back or seizure of the goods delivered subject to Retention of Title shall not constitute a rescission.
11. Any intervention costs shall be borne by the Buyer.

VIII Copyrights

1. We retain the title to our property rights and copyrights for the cost estimates, offers, drawings, samples, and other documents (collectively "**Documents**") we provide to the Buyer. Additionally, some of our manufacturing processes are protected by patents. The Documents can only be shared with third parties with our prior written consent and must be returned to us immediately if the order is not placed with us. Similarly, the same conditions apply to any documents provided by the Buyer. However, the Buyer's documents may be shared with third parties to whom we have permissibly transferred deliveries or partial services.
2. The Buyer may not reject deliveries based on alleged copyright violations.
3. We also retain the copyright to the developed software. The Buyer shall receive the non-exclusive right to use the software with the agreed performance features in unchanged form on the agreed devices. The Buyer may make a backup copy (for backup purposes only) without our expressed consent.
4. The operating instructions are provided in the buyer's language or in English upon delivery to the end customer and are already included in the price. For deliveries to OEM buyers, we are not obligated to provide a set of documentation per device. Additionally, we are not obligated to supply foreign-language documentation to OEM buyers.

IX Delivery, Transfer of risk and acceptance

1. Unless stated otherwise in the order confirmation, delivery or partial delivery will be made according to Incoterms® 2020 Ex Works Waldorf, Germany, or a named warehouse location both of which also constitute the place of performance, meaning the place that has the most significant relationship to the Buyer's and our transaction. The foregoing sentence also applies if we must replace defective goods (*Nacherfüllung*) under warranty.

The risk of loss will transfer to the Buyer as soon as the goods are made available for dispatch at our premises or named warehouse location. If the goods are ready for shipment and the shipment or acceptance is delayed for reasons beyond our control, the risk will transfer to the Buyer upon written notification of readiness for shipment.
2. If the goods are delivered to a location different from the one specified in Article IX No. 1, we will only insure the shipment against theft, breakage, transport, fire, water damage, and other insurable risks if the Buyer does not provide different instructions. If the Buyer provides different instructions, the Buyer will be responsible for the costs of such additional insurance.
3. The risk shall pass to the Buyer as follows, even under Incoterms® CCP (carriage paid delivery):
 - in the case of delivery without installation or assembly, if the goods have been dispatched or collected. We shall insure deliveries against the usual transportation risks at the Buyer's expense, unless otherwise stipulated;
 - in the case of delivery with installation or assembly on the day of acceptance in the Buyer's own company or, if agreed, after a faultless trial run;
 - if the dispatch, delivery, the start or performance of installation or assembly, acceptance into the Buyer's own operations or trial operation is delayed for reasons for which the Buyer is responsible or if the Buyer is in default of acceptance for other reasons.
4. Deliveries, including partial deliveries, shall be accepted by the Buyer, even if they have minor defects, without prejudice to the rights under Article VII.
5. Packaging will be charged at cost and will not be taken back by us. Special packaging remains our property and will be charged at rental rates based on the cost. Special packaging must be returned to us immediately, and carriage paid.
6. If we, as an exception, assume freight costs, export duties, customs duties, etc. at fixed rates, the Buyer shall bear these. The same shall apply to all charges introduced after the conclusion of the contract that directly or indirectly influence the prices. Parcels are always sent free of charge, and the parcel fees incurred are charged at cost.

General Terms and Conditions of Business and Delivery of LAMTEC

X Installation and assembly

Unless stated otherwise in writing, the following rules apply to installation and assembly:

- The Buyer is responsible for providing, at Buyer's own cost and in a timely manner, the following:
 - all earthwork, construction, scaffolding, structural engineering, and other ancillary work outside the industry, including the necessary skilled and unskilled labor, building materials, and tools;
 - the structural objects and materials needed for assembly and commissioning, as well as scaffolding, lifting gear and other devices, foreign materials, and lubricants;
 - Energy and water at the place of use, including connections, heating, and lighting;
 - Adequate, suitable, dry, and lockable rooms at the assembly site for the storage of machine parts, equipment, materials, and tools, as well as suitable working and recreation rooms for the assembly personnel, including appropriate sanitary facilities. Furthermore, the Buyer must take measures to protect the property and assembly personnel on the construction site, akin to those they would take to protect Buyer's own property and personnel; and
 - protective clothing and equipment if special circumstances at the installation, site require it.
- Prior to installation, the Buyer must proactively provide all necessary information about the location of concealed electricity, gas, and water pipes, or any similar installations, as well as essential structural data without us having to make a specific request.
- Prior to installation or assembly, all necessary goods ordered from us and other required items must be present at the site, and all preparatory work must be advanced enough to ensure that installation or assembly can begin and proceed without interruptions. The installation or assembly site must be leveled and cleared, and all preliminary work must be completed
- The Buyer shall immediately certify the time sheets of the installation personnel, the completion of the installation or assembly, or the commissioning daily.
- If we request acceptance of the installation or assembly, the Buyer must undertake and provide such within two weeks. If this does not occur, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place when the installation or assembly has been put into operation, if applicable, after carrying out an agreed test run with subsequent commissioning.
- We are not liable for (i) the work of installers, our installation service personnel, and other vicarious agents unless the work is connected with the delivery, installation, or assembly, or (ii) defective work caused and based on Buyer's instructions and arrangements.
- If we agree to installation or assembly against individual invoicing, the following provisions shall also apply:
 - The Buyer compensates us for working time, overtime, night work, Sunday and holiday work, work under difficult circumstances, and planning and supervision at agreed-upon rates when the order is placed and confirmed.
 - In addition, the Buyer compensates us for (i) travel costs, costs for the transportation of tools and personal luggage, and (ii) any applicable allowances for working hours, rest days, and public holidays.

XI Warranty (Gewährleistung)

- The Buyer shall inspect the delivered goods immediately after the goods are handed over and—if a defect is found—shall notify us about the defect in writing within 2 weeks. Only after we fail to repair is the Buyer entitled to reduce the purchase price or, at the Buyer's discretion, to withdraw from the contract.
- We do not provide a warranty for defects that occur after the conclusion of the contract but before the transfer of risk has occurred.
- If the Buyer fails to follow our instructions or manuals or modifies the goods, the warranty is void.
- Minor deviations will not qualify as a defect, which includes but is not limited to minor issues related to quality, impairment of usability, natural wear and tear, or damage that occurs after the transfer of risk due to incorrect or negligent handling, excessive strain, unsuitable equipment, defective construction work, unsuitable building ground, or special external influences¹ that are not assumed under the contract, or in the case of non-reproducible software errors. If the Buyer or third parties carry out improper modifications or repair work, no claims for defects shall exist for these and the resulting consequences.
- Article XI No. 1 applies to obvious defects, meaning the Buyer must notify us in writing within 2 weeks of receiving the goods.

- The Buyer's warranty claims are not transferable. If the Buyer rejects goods in accordance with the stated conditions above, the Buyer shall store the goods and return them to us or to a specified location upon request.
- The period of limitation for any warranty claim is 1 year from the transfer of risk to the Buyer unless (i) statutory and mandatory law provides for longer periods of limitation in accordance with §§ 438 para. 1 no. 2 (building and items for buildings), 479 para. 1 (right of rescission), 634 a para. 1 no. 2 (building defects) BGB, and (ii) in cases of injury to life, body, or health, in the event of an intentional or grossly negligent breach of duty by us and fraudulent concealment of a defect. The statutory provisions on suspension of expiry, suspension, and recommencement of time limits shall remain unaffected.
- Buyer's claims for additional expenses incurred for redelivery of non-defective goods, in particular transport, travel, labor, and material costs, are excluded when the increase is caused by Buyer's relocation of the defective good other than the initial place of delivery unless the relocation corresponds to the goods contractual intended usage. We limit our liability for the increase to EUR 5,000.00, but in no event more than twice the net invoice value of the delivery.
- Buyer's remedy pursuant to § 478 BGB (supply chain) is only enforceable vis-à-vis us if the Buyer has not made any agreement with Buyer's customer that goes beyond the statutory claims for defects. For the scope of the Buyer's right to seek remedy against us in accordance with § 478 Para. 2 BGB, Article XI No. 8 shall apply accordingly. We limit our liability for the increase to EUR 10,000.00, but in no event more than twice the net invoice value of the delivery.
- Claims for damages shall otherwise be governed by Art. XIV No. 9. Any additional claims or claims other than those regulated in Article IX by the Buyer against us and our vicarious agents due to a material defect are excluded.

XII Industrial property rights (Gewerbliche Schutz- und Urheberrechte)

- The goods will not infringe upon any third-party intellectual property rights (copyrights, patents, utility patents, trademarks, design models collectively referred to as "**Industrial Property Rights**") in the country where the delivery takes place unless otherwise stipulated. If a third party alleges a justified Industrial Property Infringement claim against the use of the goods by the Buyer, we shall be liable to the Buyer within the period specified in Art. XI No. 7, as follows:
 - We shall, at our discretion and expense, either obtain rights of use for the Industrial Property Rights in question, modify, or replace our goods so that third-party Industrial Property Rights are no longer infringed.If the actions listed above are not feasible or unreasonable, the Buyer shall be entitled to the statutory remedies of rescission or warranty claims.
 - Buyer's damages claims against us are governed by Article XI No. 10 and Article XIV No. 3.
 - Our obligations above shall only apply when the Buyer notifies us immediately in writing of the claims asserted by third parties, does not acknowledge an infringement, and leaves all defensive measures and settlement negotiations to our discretion. If the Buyer ceases to use the delivery to minimize damages or for other significant reasons, the Buyer is obliged to point out to the third party that the cessation of use does not constitute an acknowledgment of an infringement of Industrial Property Rights.
- Claims of the Buyer are excluded if the Buyer is responsible for the infringement of Industrial Property Rights.
- Buyer claims are excluded if the infringement of Industrial Property Rights is caused by specific specifications requested by the Buyer, by using the goods in a manner not foreseeable for us, or by the fact that the delivery is modified by the Buyer or used together with products not supplied by us.
- In the event of infringements of Industrial Property Rights, the provisions of Art. XI No. 4. are applicable.
- In the event of other defects of title, the provisions of Art. XI No. 4 shall apply accordingly.
- In the event of administrative or legal proceedings (collectively "**Proceedings**") alleging an infringement of Industrial Property Rights, we, or a third party to be named by us, shall represent the Buyer in any such proceedings. The Buyer must inform us immediately in writing of such Proceedings and grant us, or the named third party, power of attorney, information, and support the Proceedings at the Buyer's expense.
- Besides claims provided in this Article, additional claims of the Buyer against us and the Buyer's vicarious agents due to a defect of title are excluded.

XIII Impossibility (*Unmöglichkeit*), contract adjustment

1. If performance under the contract becomes impossible because an unforeseen event occurs, and we are not responsible for the unforeseen event, the Buyer's claim for damages shall be limited to 10% of the value of that part of the delivery, which is not put to the intended use. This limitation shall not apply if liability is mandatory due to intent, gross negligence, or injury to life, limb, or health. The foregoing does not imply a change in the burden of proof to the Buyer's detriment. The Buyer's right to rescission from the contract and the remainder of Art. XIII. no. 2 remains unaffected.
2. In the event of unforeseeable circumstances described in Article V No. 1 that significantly alter the economic significance or the content of the delivery or have a substantial impact on our business, the contract will be adjusted in good faith. If it is not economically feasible, we reserve the right to withdraw from the contract. If we choose to exercise this right of rescission, we must immediately inform the Buyer after becoming aware of the consequences of the event, even if an extension of the delivery time was originally agreed upon with the Buyer.

XIV Liability, claims for damages

1. We shall be liable without limitation for damages due to expressed warranties (*zugesicherte Eigenschaften*) promising a certain characteristic.
2. Liability for initial impossibility (*anfängliche Unmöglichkeit*) shall be limited to 5 times the amount paid by the Buyer provided such damages are typical and to be expected. More remote damages shall not be compensated.
3. The Buyer's claims for damages and reimbursement of expenses against us, including but not limited to breach of contract, and tort, are excluded. This exclusion shall not apply where liability is mandatory, e.g., under the German Product Liability Act, in cases of intent, gross negligence, injury to life, limb, or health, or breach of material contractual obligations. However, the claim for damages for the breach of material contractual obligations is limited to the foreseeable and typical damage under the contract, unless the damage was caused intentionally or gross negligently. A change of the burden of proof to Buyer's detriment is not caused by the provisions above.
4. We are only liable without limitation for intentional and gross negligence, including that of our legal representatives and executive employees. Our liability for other agents is limited to the extent of initial incapacity as stated above.
5. We are only liable for slight negligence (*leichte Fahrlässigkeit*) if a material duty is breached, meaning a duty that is of particular importance for achieving the purpose of the contract ("**Cardinal Obligation**"). In the event of a breach of a Cardinal Obligation, the limitation of liability for initial incapacity of Article XIV No. 3 shall apply accordingly. Any other claims for compensation by the Buyer shall be excluded in all cases of delayed delivery, even after the expiry of any grace period set. This shall not apply in cases of intent or gross negligence on our part.
6. Further claims of the Buyer, in particular the claim for compensation for damages that have not occurred to the delivered good itself, are excluded. We shall not be liable for further claims for damages, including but not limited to the impossibility of performance, default, breach of duty, or tort in the event of slight negligence on our part or for one of our employees.
7. If the Buyer is entitled to claims for damages under Article XIV, these claims shall lapse one [1] year from the transfer of risk to the Buyer. This also applies to claims for damages under the Product Liability Act.
8. Otherwise, liability is limited to EUR 100,000.00 for personal injury and EUR 20,000.00 for other damages. XI No. 9 remains unaffected.
9. If the Buyer resells our goods in the ordinary course of business and is later sued by Buyer's customer or a third party in the sales chain, the following is applicable: If Lamtec Deutschland becomes involved in any legal action, the Buyer must indemnify Lamtec Deutschland against all costs incurred as a result. This includes pre-litigation costs, proceedings to secure evidence, lawyers' fees, court costs, and damages. The buyer must also defend Lamtec Deutschland after receiving prior written request.

XV Miscellaneous provisions

1. Unless expressly agreed otherwise in writing, information provided by the Buyer in connection with an order shall not be deemed confidential.
2. The exclusive place of jurisdiction, including the international place of jurisdiction, for any contractual dispute shall be the courts in Heidelberg, Germany. We reserve the right to choose the place of jurisdiction to be the Buyer's place of residence or place of business.
3. German law shall exclusively apply, including but not limited to the German Civil Code (BGB) and the German Commercial Code (HGB) without regard to the conflict of laws provisions to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of Germany.
4. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
5. Article XV No. 2 2 and No. 3 shall apply to any legal dispute involving documents only (*Urkundenklage*) and bills of exchange (*Wechsel*).
6. If the Buyer is a registered trader within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of performance, meaning the law of the place that has the most significant relationship to the transaction between the Buyer and us, shall be the registered office of our company.
7. Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by an effective one which realizes the economic or legal purpose pursued with it as far as possible. § Section 139 BGB is waived.
8. If the Buyer's place of business is outside the Federal Republic of Germany, we or the Buyer may refer the matter to an arbitration tribunal consisting of three arbitrators in accordance with the Rules of Arbitration of the International Chamber of Commerce in Paris, which shall make a final decision in accordance with these Rules. The chairman of the tribunal must be of a nationality other than that of the parties and have legal training which would enable him to be a judge of a commercial law court. The arbitration award shall be substantiated in writing, stating the contractual provisions and legal norms on which it is based. The arbitration proceedings shall be conducted in English unless all the parties speak German. The exclusive forum for the arbitration shall be Heidelberg, Germany. Article XV No. 3, No. 4, and No. 5 provide for the applicable law.