

## General Terms and Conditions of Sale and Delivery for SAPRA Consulting & Trading GmbH

### § 1 General Stipulations, Scope

(1) These General Terms and Conditions of Sale and Delivery (referred to hereinafter as "SALES TERMS") apply exclusively. We do not acknowledge any General Terms of the ordering party or BUYER (referred to hereinafter as "BUYER") that deviate from or are contrary to the following SALES TERMS, unless we have explicitly given our written consent to their application. Transmission by fax or e-mail shall also suffice for the written form. These SALES TERMS also apply if SAPRA Consulting & Trading GmbH (referred to hereinafter as "SAPRA") renders performance with full knowledge of conflicting or different terms and conditions of BUYER without any reservation of rights.

(2) These SALES TERMS shall only apply vis à vis entrepreneurs, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB.

(3) Any individual stipulation concluded in individual cases with the BUYER (including collateral agreements, supplements and amendments) shall always have priority over these SALES TERMS. A written agreement or explicit written confirmation of the content of such agreements by SAPRA shall be required.

(4) These SALES TERMS also apply in their most recently included version as a framework agreement for future sales and/or deliveries to the same BUYER without SAPRA having to make reference to such once again in every individual case.

(5) Legally relevant declarations and notifications that are to be issued by the BUYER to SAPRA after conclusion of the Agreement (e.g. setting of deadlines, notices of defect, declarations of REVOCATION or reduction in price) must always be in writing to be effective.

(6) References to the application of statutory provisions shall only serve the purpose of clarification. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these SALES TERMS.

(7) BUYER and SAPRA may transfer this Agreement (principal agreement including SALES TERMS) in its entirety or assign any of their rights or obligations arising out of this Agreement to third parties only by prior written consent of the other party. This requirement of consent does not apply to the assignment of monetary claims arising from this Agreement. If the assignment of claims under this contract is effective without consent, SAPRA may discharge the BUYER as previous creditor.

(8) SAPRA reserves the unrestricted statutory rights of setoff and retention. The BUYER may only offset claims of SAPRA with undisputed claims or claims awarded by final and non-appealable judgment or assert rights of retention. In addition, the BUYER may exercise a retention right only if the BUYER's counterclaim is based on the same AGREEMENT.

### § 2 Conclusion of the Agreement, Provided Documentation

(1) Quotes and Offers of SAPRA – in particular with respect to the conclusion of AGREEMENT and with regard to quantity, price and delivery period – subject to change and non-binding. This is also the case if SAPRA has provided the BUYER with a catalogue, technical documentation (for example drawings, plans, estimates,

calculations, references to DIN standards), other product descriptions or documents, including in electronic form. SAPRA preserves all rights all rights of ownership and (if applicable) copyrights on these. These may only be made accessible to third parties with SAPRA's explicit WRITTEN consent.

(2) The order placed for the purchase object by the BUYER shall be deemed to constitute a binding contractual offer. An order shall only be deemed to be valid after written confirmation of order is issued or upon the delivery of the goods to the BUYER as agreed upon (acceptance).

(3) This acceptance is subject to a condition precedent (section 158(1) German Civil Code): It shall only become effective if the export control laws of the Federal Republic of Germany or the European Union as well as of the USA, as far as this is applicable from the U.S. point of view and German/European law does not conflict with its application, do not (any longer) stipulate a contractual prohibition for this legal transaction and the (export) license(s) required for this legal transaction has/have been issued. The parties explicitly rule out any retroactive effect (contra section 159 German Civil Code).

(4) Drawings, illustrations, measurements, weights or other performance data shall be binding only if expressly stipulated by WRITTEN agreement; such data shall not be construed to constitute guarantees of quality.

### § 3 Prices

(1) The price of the purchase object (purchase price) is understood to be Free Carrier delivery from the place of delivery specified in the Agreement (FCA Incoterms® 2010), without discount or any other deductions. Any additional services agreed, for example destination charges, shall be charged to the BUYER in addition. In the case of deliveries and services performed into the EU, the BUYER shall provide SAPRA with the BUYER's VAT-ID no.

(2) The BUYER is responsible for the import operations, the import duties and the customs declaration according to the stipulations applicable in each case as well as any duties payable in the country of destination.

### § 4 Conditions of Payment, Default on Payment

(1) SAPRA's business offices (administrative headquarters [Geschäftssitz]) is the payment location. The purchase price and prices for additional services shall be due payable without any deductions and in the agreed currency to SAPRA's bank account on the agreed date (§ 1 para. 3). The due time for payment arises however the latest upon delivery of possession of the purchase object respectively no later than eight (8) days from receiving the notification that the goods are ready for dispatch.

(3) In the event that the BUYER is in arrears with payment, SAPRA may claim interest on arrears in the amount of eight (8) percentage points above the respective base interest rate. SAPRA retains the right to claim additional damage for delay due to breach of contract pursuant to CISG (e.g. but not limited to foreign currency losses in the case of liabilities in foreign currencies).

(4) In the event that the BUYER has not cleared the agreed payment within a period of ten (10) days after receiving a reminder notice from SAPRA, SAPRA is entitled to declare the AGREEMENT avoided pursuant to Art. 64 CISG by WRITTEN declaration and to claim damages including claims for loss of profit (Art. 74 et seq. CISG).

(5) If following conclusion of the AGREEMENT it becomes recognizable that the claim to the purchase price will be jeopardized as a result of deficient capability to render payment on the part of the BUYER (e.g. due to application for the opening of an insolvency proceeding, but not limited to this) or that the BUYER will not fulfill an important contractual obligation, SAPRA shall be entitled to refuse performance and – if applicable after the setting of a deadline – REVOKE from the AGREEMENT (section 323 of the German Civil Code). This is especially the case if the BUYER fails to comply with its obligation to cooperate in severe dimensions. In the case of contractual agreements on the manufacturer of unreasonable objects (custom manufacturing), SAPRA may declare REVOCATION immediately. This shall not affect statutory provisions on the ability to waive setting a deadline.

#### **§ 5 Delivery and Default on Delivery**

(1) The delivery results FCA (Free Carrier) from the place of delivery specified in the Agreement (FCA Incoterms® 2010), if nothing to the contrary emerges from subsequent amendments made in individual cases (§ 1 para. 3).

(2) Delivery dates or delivery periods that can be agreed with or without commitment shall be stated by WRITTEN declaration. Unless expressly agreed otherwise, the dates or periods stated by SAPRA are non-binding.

(3) Periods for delivery commence no earlier than upon the conclusion of the AGREEMENT. The beginning of periods for delivery also presupposes receipt of the agreed down payment, where agreed the opening of a Letter of Credit in accordance with the AGREEMENT.

If subsequent amendments of the AGREEMENT are mutually agreed, the altered delivery dates or periods shall be adequately extended; if necessary, delivery dates or delivery periods shall be agreed anew at the same time.

(4) SAPRA may withhold delivery until due payments have been made (and, as the case may be, until a Letter of Credit in accordance with the AGREEMENT has been opened) by the BUYER in accordance with the AGREEMENT and all other obligations owed by the BUYER under the AGREEMENT that are necessary for the performance of the delivery of the purchase object.

(5) Six (6) weeks after a non-binding delivery date or a non-binding delivery period has been exceeded, the BUYER may request SAPRA to deliver. Upon receipt of the demand, SAPRA shall be in default. Section 376 German Commercial Code (HGB) is excluded.

(6) In the case of delay in delivery the BUYER may claim, after six (6) further weeks have elapsed and if the delay has been culpably caused by SAPRA, fixed compensation for loss and damage amounting equal to zero point five per cent (0.5 %) for each further full week of delay up to a total of five per cent (5 %) on the value of that part of delivery which, as a consequence of the delay, cannot be used as intended. Any claim for damages shall also be capped at this maximum amount if the BUYER declares the avoidance of the AGREEMENT due to the delay. The BUYER must plausibly document that financial damage was suffered due to the delay.

(7) If the maximum liquidated damages according to para. 6 herein-above are reached, the BUYER - after he has fixed an additional reasonable period combined with the announcement that acceptance of delivery will be refused, at least however six (6) weeks, - may, if SAPRA does not complete delivery before that date, notify SAPRA in writing of the termination of the

AGREEMENT in respect of that part of the goods which are delayed, save where acceptance of partial performance should be an unreasonable demand. Any further claims against SAPRA because of delayed delivery are excluded.

(8) In the event that, whilst being in default with delivery, SAPRA becomes unable to perform delivery, SAPRA shall be liable within the afore-said agreed limits of liability. SAPRA shall not be liable if the damage would have occurred even if delivery had been performed at the due date.

(9) If a binding delivery date or a binding delivery period is exceeded, SAPRA shall already be in default from the date of exceeding the delivery date or the delivery period. In that event, the BUYER's rights shall be subject to para. 6, 7 and 8 herein-above.

(10) Force majeure or business disruptions occurring in SAPRA's business, or in the business of SAPRA's supplier, that temporarily prevent SAPRA through no fault of his own from delivering the purchase object at the agreed date or within the agreed period of time, shall alter the dates and period mentioned in para. 2 to 9 herein-above by the period of time during which performance is not possible due to such disruptions of performance. Force majeure shall be assumed if performance is prevented by circumstances beyond the party's control or especially by one of the following circumstances: fire, natural disasters, war, seizure, requisition, prohibition of export, embargo (compare § 2 para. 3) or other authority measures, general shortage of materials, restrictions in the use of power, industrial disputes or if a breach of contract of subcontractors is caused by any such circumstances. The circumstances beyond the party's control and their discontinuation are to be reported to the other party immediately. Should such events lead to postponement of performance by more than four (4) months, any party, irrespective of other rights of withdrawal, may REVOKE from AGREEMENT by WRITTEN declaration. Other rights of REVOCATION shall not be affected.

(11) Modifications in construction or in form, weight changes, deviations of color, and amendments of the scope of delivery, on the side of SAPRA are reserved during the delivery period, provided such amendments or deviations are reasonably acceptable to the BUYER in consideration of SAPRA's interests. Where SAPRA uses symbols or numbers to identify the order or the ordered purchase object, no rights can be derived from this alone.

(12) Compliance with SAPRA's delivery obligations presupposes the timely and proper fulfillment of the BUYER's obligations, in particular, but not limited to this case, the timely opening of a Letter of Credit in conformity with the AGREEMENT. The plea of non-performance of the AGREEMENT remains reserved.

(13) Partial deliveries and partial performance are permissible

#### **§ 6 Conditions of Acceptance, Default on Acceptance**

(1) The BUYER has to collect the purchase object within ten (10) days following the notice of readiness for shipment at the latest. The costs incurred by the delay for storage, insurance, protection measures etc. will be charged to the BUYER. In this case SAPRA shall be - without prejudice to further claims of SAPRA - entitled in particular to charge stand-by fees in the amount of EUR 100 (one hundred) per day per shipment. This amount can be raised or reduced if SAPRA presents proof that the damage / loss suffered was higher or lower. SAPRA

shall set the BUYER a reasonable period for acceptance by WRITTEN declaration if the BUYER does not accept the goods upon delivery. SAPRA's right to require payment of the purchase price shall remain unaffected.

(2) After expiration of the additional period SAPRA is entitled to terminate the AGREEMENT in whole or partly by WRITTEN declaration and claim damages. These damages amount at least half of the net value of the goods for delivery or the delivery part not taken possession of; other rights of SAPRA shall not be affected.

(3) The risk of accidental loss and/or accidental deterioration of the purchase object shall pass to the BUYER according to Art. 67 et seq. CISG, but no later than on the date on which the BUYER defaults on acceptance.

(4) In the event that SAPRA does not exercise the rights under para. 1 und 2 herein-above, it may freely dispose of the purchase object and, without prejudice to other statutory and/or contractual rights, such as damages claims, deliver in lieu of the purchase object goods of the same type in compliance with the AGREEMENT terms, within a reasonable period of time.

#### **§ 7 Reservation of Title**

(1) Title in the purchased objects shall not pass to the BUYER until SAPRA is in receipt of the full AGREEMENT price. Until receipt of the full AGREEMENT price by SAPRA, the BUYER shall

- keep the purchased objects properly stored and protected, complete and in good repair as well as operate them properly as long as they have already been placed into service.
- insure the purchased objects with a reputable insurer for their full replacement value against all risks and prove this upon request of SAPRA.

not sell, pledge, transfer ownership as a security, lease or otherwise dispose of the purchased objects without SAPRA's prior WRITTEN consent.

(2) If the applicable property laws do not acknowledge a reservation of title as provided for above or request additional preconditions such as but not limited to registration requirements etc., the BUYER undertakes to support SAPRA at SAPRA's request to the best of his ability in order to fulfill these requirements or to establish a comparable security interest for SAPRA in relation to the purchased object. Reasonable costs thereby incurred shall be for BUYER's account. The BUYER shall inform SAPRA if any dangers regarding the property of SAPRA should occur. This applies especially to disposals of third parties or authority measures.

(3) For the avoidance of doubt, the transfer of risk as stipulated in this SALES TERMS remains unaffected by the reservation of title.

#### **§ 8 SAPRA's Responsibility for Conformity of the Goods**

(1) The BUYER may raise claims based on non-conformity of the purchase object only if he duly fulfilled his obligation to examine the purchase object and give notice of any non-conformity. The BUYER has to examine the purchase object in every respect for any lack of conformity with the contract immediately after the goods are physically transferred to him and to give notice of any non-conformity immediately after the non-conformity had been discovered. The complaint must be substantiated in such a way that SAPRA is in a position to clearly assess the nature, content and scope of the non-conformity and to recognize the BUYER's intention

not to accept the delivery of the purchase object as proper fulfillment of his duties. The BUYER shall lose the right to claim non-conformity with the contract, if he does not give notice to SAPRA by WRITTEN declaration by the quickest possible means by which transmission is guaranteed (e.g. by telefax) immediately after he discovered or ought to have been discovered the non-conformity. Art. 44 CISG is excluded. The BUYER shall, after consultation with SAPRA, ensure that all evidence is available.

(2) The proof of careful treatment, adequate storage and maintenance of the purchase object devolves on the BUYER.

(3) If the delivery was not fulfilled as contractually agreed, SAPRA shall according to its choice be free to remedy such non-conformity by subsequent improvement or making a replacement, even in the case of fundamental non-conformity within twelve (12) weeks after the BUYER's request. SAPRA strives for a faster repair or replacement delivery, but cannot guarantee shorter deadlines due to any procurement, delivery and the export and import formalities to be complied with. Replaced parts shall become the property of SAPRA. The BUYER shall be obliged to collaborate to a reasonable extent in the re-working following the instructions of SAPRA and under reimbursement of costs.

(4) The BUYER may raise claims based on lack of conformity of parts installed to remedy the lack of conformity under the AGREEMENT until the limitation period for the purchase object ends.

(5) Claims to the remedying of the non-conformity do not exist if the non-conformity is causally connected with the fact that

- the purchase object was handled improperly or put under excessive strain, e.g. but not limited to cases of inappropriate use of operating and production materials/mediums (salts, water, etc.),
- the purchase object was previously repaired or serviced by a service provider not accredited by SAPRA and the BUYER should have recognized this,
- parts were installed in the purchase object the use of which is not permitted by SAPRA, or the purchase object was altered in a manner not permitted by SAPRA, or
- the BUYER failed to observe the provisions relating to the handling, maintenance, servicing of the purchase object (e.g. operating instructions).

(6) If SAPRA does not remedy the non-conformity (including defects of title) in accordance with the preceding paragraphs, the BUYER is entitled to a reasonable pro rata reduction of the purchase price. If the lack of conformity is fundamental within the meaning of Art. 25 CISG, the BUYER may demand termination of the AGREEMENT after fruitless elapse of the deadline according to para. 3 herein-above, except where SAPRA delivers prior to termination.

(7) Natural wear-and-tear shall not create any claims based on non-conformity, whatsoever.

(8) Claims for compensation for damages and reimbursement of futile expenses based on a non-conformity of the purchase object shall additionally be subject to § 11.

#### **§ 9 Adherence to Statutory Provisions under Law Governing Export Controls**

The obligation on the part of SAPRA and the party receiving the goods to fulfill the AGREEMENT shall be subject to the proviso that the execution of the



AGREEMENT is not prohibited or negatively affected by applicable export-control provisions of the Federal Republic of Germany or the European Union.

In addition, this obligation is subject to the proviso that the execution of the AGREEMENT is not prohibited or negatively affected by other applicable provisions under export-control law, in particular the law of the USA, as far as it is applicable from the U.S. point of view and German/European law does not conflict with its application.

Should trade policy or other factual or legal developments emerge, that the AGREEMENT or certain performances owed under the AGREEMENT are or will become subject to government approval or fall or will fall under a prohibition ban, the parties shall be obligated to consult over alternative AGREEMENT designs with the aim of adopting an amendment to the AGREEMENT by mutual agreement.

#### **§ 10 Exclusion of Liability for Damage Incurred in Connection with Export-Control Law**

The AGREEMENT shall be deemed to be null and void if it relates to a legal transaction that is prohibited under the law of the Federal Republic of Germany resp. the European Union or the law of the USA, as far as it is applicable from the U.S. point of view and German/European law does not conflict with its application and shall be provisionally invalid to the extent that it relates to a legal transaction that requires an (export) license.

Notwithstanding provisions to the contrary in the AGREEMENT, SAPRA shall not be liable for damage, losses or any other costs that emanate from adherence to export-control provisions of the Federal Republic of Germany resp. the European Union or the law of the USA, as far as it is applicable from the U.S. point of view and German/European law does not conflict with its application, including, but not restricted to those which

- a) emanate for this legal transaction from a negligent or unrecognized contractual prohibition or an approval of the AGREEMENT that is not received under the said export-control provisions as long as failure to obtain approval is not due to the willful intent or gross negligence of a party,
- b) lead to the execution of the AGREEMENT being prohibited or negatively affected by the said export-control provisions,

emanates from delays as a result of government license obligations and/or comparable procedures that have not been caused by a party acting with willful intent or in a grossly negligent manner.

#### **§ 11 Liability**

(1) Claims of the BUYER for compensation for damages and reimbursement of futile expenses based on a non-conformity of the purchase object are subject to the condition that the lack of conformity is fault of SAPRA.

(2) There are no other express or implied warranties. Any statement about the production and/or commercial efficiency of a purchased object shall only be regarded as an estimate and not as a warranty or binding statement. No liability is accepted for materials or accessories purchased at the instigation of the BUYER. No liability is accepted for parts supplied which are subject to premature wear on account of the nature of the materials of which they are made, particularly moving parts, or the type of use.

In particular no liability attaches to SAPRA for defects resulting from the following causes: poor maintenance, product changes without the written consent of SAPRA,

badly performed repairs by the BUYER and normal wear and tear.

(3) If SAPRA is not responsible for the impossibility of performance, all claims of the BUYER shall be deemed to have lapsed.

(4) If SAPRA is liable to pay compensation for damage that was caused by negligence (but not by gross negligence), SAPRA's liability shall be limited as follows: SAPRA shall be liable only for breached obligations that are essential to the AGREEMENT, for example obligations that the AGREEMENT, according to its content and purpose, is particularly designed to impose, or without the performance of which the implementation of the purchase AGREEMENT is not possible and on the observance of which the BUYER regularly relies and may rely. This liability is limited to the typical damage that is foreseeable at the time of entering into the AGREEMENT; the typical damage shall only comprise damage to the purchase object itself, not however any consequential damage and/or lost profits. If the damage is covered by an insurance policy that the BUYER took out to cover the case in question (with the exception of fixed-sum insurance), SAPRA shall be liable for any detriment suffered by the BUYER in connection therewith, e.g. insurance premiums or interest charged, only until such time as the insurance has finalized claim settlement.

(5) In case of any violation of side obligations (also of pre- or post-contractual side obligations), SAPRA only grants liability for damage which is caused by gross negligence and limited to a maximum of ten per cent (10 %) of the total final purchase price.

(6) Regardless of whether SAPRA is at fault, the SAPRA's liability in the case of fraudulent concealment of a defect, fraudulent misrepresentation, under a guarantee issued, or a risk assumed, and under the German Product Liability Act (Produkthaftungsgesetz - ProdHaftG), shall not be affected.

(7) The personal liability of statutory representatives, persons employed in performing an obligation for whom the principal is vicariously liable (Erfüllungsgehilfen) and employees of SAPRA for any damage caused through their respective slight negligence is excluded. In the case of damage caused through the gross negligence of above-said persons, with the exception of statutory representatives and executive/managerial employees, the limitation of liability applicable to SAPRA shall apply mutatis mutandis.

(8) The contractual liability for persons employed in performing an obligation for whom the principal is vicariously liable (Erfüllungsgehilfen) is with the exception of intent and gross negligence excluded in accordance with section 278 sentence 2 in conjunction with section 276 par. 3 German Civil Code.

(9) The limitations of liability provided for in the present Section shall not apply in the case of injuries to life, the body or health.

#### **§ 12 Delays Resulting from Official Government Measures**

Any applications for (export) licenses required should be filed three months prior to the planned delivery. In the event that there are delays as a result of official government approval obligations and/or comparable procedures, the point in time of the performance shall be postponed commensurately in accordance with respective contractual obligations.

#### **§ 13 Contractual Use and Further Supply of Contractual Goods by the Party Receiving Delivery**

The BUYER may use the purchase object only for the purpose that it has provided notification of. In particular,

the BUYER shall not be allowed to supply the purchase object to a third party if such third party is on a sanctions list integrated into the AGREEMENT via § 9.

#### **§ 14 Export license, information obligations**

(1) SAPRA is not aware of any circumstances that would prevent the issuance of an export license if required. However, SAPRA does explicitly neither guarantee that a required export permit will be granted nor the possibility of issuing a required export permit.

(2) The BUYER agrees to use its best efforts to support SAPRA when obtaining an export permit. The BUYER shall be responsible for obtaining an import license if so required.

(3) Notwithstanding other information obligations stipulated in this AGREEMENT, each party shall support the other party in providing that information and documents (referred to in the following as: INFORMATION) which are required in order to meet the export control law integrated into the AGREEMENT via § 9 or which are demanded by relevant government authorities in this regard. This obligation may in particular also include INFORMATION on the end customer, the objective and the use of the purchase object in accordance with their intended purpose and shall not be excluded through non-disclosure obligations that may have been concluded previously. If necessary, an exemption from a previously closed non disclosure agreement can be demanded if an applicable provision under export-control law require technical details to be transmitted to the involved authorities.

#### **§ 15 Expect Controls and Revocation of the Agreement**

(1) Each party may revoke the AGREEMENT with ab initio effect (referred to as "REVOCATION / REVOKE") if the government authority in charge

a) refuses to issue the (export) license or fails to issue the required (export/import) license within a period of three (3) months after the delivery date.

SAPRA may REVOKE the AGREEMENT if the BUYER undertakes actions that encourage, allow one to expect or could result in a violation against export-control provisions integrated into the AGREEMENT via § 9, in particular if there are justified reasons for believing that the party receiving the goods does not intend to use the goods for the communicated (§ 13) but for an illegal purpose.

The provisions cited in the foregoing are not based on the possibility to terminate the AGREEMENT for reasons other than the ones stated in the foregoing.

#### **§ 16 Time Barring (Statute of Limitation Period)**

(1) By way of deviation from section 438 para. 1 no. 3 of the German Civil Code the general time-bar period for claims emanating from delivery of non-conforming goods resp. goods subject to rights or claims of a third party shall be one year after transfer of risk.

(2) Special statutory provisions for rights in rem to hand over objects held by third parties shall also remain unaffected (section 438 para. 1 no. 1 of the German Civil Code), for things that have been customary used for a building and have resulted in the defectiveness of the building (section 438 para. 1 no. 2 of the German

Civil Code) as well as fraudulent intent or grossly negligent ignorance on the part of SAPRA (Art. 3 of the act enacting the CISG in conjunction with section 438 para. 3 of the German Civil Code).

(3) The aforesaid time-bar periods under purchase law shall also apply to contractual and non-contractual claims to damages on the part of the BUYER that are based on delivery of non-conforming goods resp. goods subject to rights or claims of a third party unless application of regular statutory time-bar periods (section 195, section 199 of the German Civil Code) would lead to a shorter time-bar period in individual cases. This shall at any rate not affect the time-bar periods laid down in the German Product Liability Act (Produkthaftungsgesetz - ProdHaftG). Otherwise solely statutory time-bar periods shall apply to damage claims by the BUYER.

#### **§ 17 Place of Fulfillment, Applicable Law, Arbitration Clause**

(1) The place of performance for the delivery of the purchase object in the general case of delivery FCA (Free Carrier) is the place of delivery specified in the Agreement (FCA Incoterms® 2010). The place of performance for payments rendered by the BUYER and for all other reciprocal claims is the business offices (administrative headquarters) of SAPRA.

(2) The AGREEMENT, including any and all disputes arising from or related to the AGREEMENT and all legal relationships between SAPRA and the BUYER are governed by the **substantive laws of Germany**. The **United Nations Convention on Contracts for the International Sale of Goods (CISG)** shall apply, if no deviating regulations are determined, Art. 6 CISG.

(3) (For) all disputes, differences of opinion and/or claims directly or indirectly emanating from or in connection with this AGREEMENT including its validity, invalidity, its being null and void, practicability and impracticability, violation or dissolution,

a) with **BUYERS having their business offices (administrative headquarters [Geschäftssitz]) in the EU, Switzerland, Norway or Iceland**, the exclusive place of jurisdiction **shall be the courts having jurisdiction over SAPRA**. SAPRA shall be entitled, however, to take legal action at the general place of jurisdiction of the BUYER.

b) with **BUYERS which do not have any business office (administrative headquarter [Geschäftssitz]) in the EU, Switzerland, Norway or Iceland**, shall be finally settled according to the Arbitration Rules and the Supplementary Rules for Expedited Proceedings of the **German Institution of Arbitration e.V. (DIS)** in force on the date when the Notice of Arbitration is submitted in accordance with these Rules without recourse to the ordinary courts of law. The court of arbitration shall be composed of three arbitrators. The place of arbitration is Münster/Westf., Germany. The language of the arbitral proceedings is English. The choice of law in para. (2) shall also apply with respect to this arbitration agreement.