

European Refrigeration and Heating Technology GmbH

General Terms and Conditions of Sale

1. Scope of General Terms and Conditions of Sale

1.1 These General Terms and Conditions of Sale ("GTC") of European Refrigeration and Heating Technology GmbH (ERH-TEC GmbH) shall apply to contracts concluded between ERH-TEC GmbH and companies only.

1.2 The GTC shall apply to deliveries and services from ERH-TEC GmbH ("Products") to the contracting party of ERH-TEC GmbH ("Buyer") on the basis of the contract ("Contract") concluded between ERH-TEC GmbH and the Buyer ("The Parties").

1.3 Provisions which differ in wording from the GTC – to the extent that they are not stipulated in ERH-TEC GmbH whole offer – shall not apply.

2. Offer

2.1 Specifications of the Products are set out exclusively and finally in the "Technical Specifications" of ERH-TEC GmbH which is valid at the time of conclusion of the Contract.

2.2 ETC-Distribution shall reserve all rights of ownership and copyrights to all cost estimates, drawings and other documents ("Documents") included in its offer.

2.3 ERH-TEC GmbH shall be committed to the offer for 45 calendar days as from the date of the offer if not stated differently.

3. Terms of Delivery

3.1 All prices are Ex Works of ERH-TEC GmbH, Germany (EXW according to Incoterms 2000).

3.2 All prices are net prices in EUR, plus the turnover tax valid at the time of delivery of the Products, without further deductions.

4. Terms of Payment

4.1 Invoices shall be payable immediately and without any deductions to the payment.

4.2 The Buyer may only set off claims which are undisputed or have been finally determined in a legally binding manner.

4.3 ERH-TEC GmbH is entitled to request advance payments from the Buyer.

5. Reservation of Title

5.1 ERH-TEC GmbH shall retain ownership of the delivered Products ("Reserved Goods") until the Buyer has fulfilled all its obligations from the business relation. Should the total value of ERH-TEC GmbH legitimate securities exceed the total value of all claims to be secured by more than 20 percent, ERH-TEC GmbH shall, at the Buyer's request release a corresponding part of the securities.

5.2 For the duration of the reservation of title, the Buyer shall not be entitled to pledging or transfer of security.

5.3 The Buyer may only re-sell the Reserved Goods within the scope of normal business operations and under the condition that the Buyer receives payment from its buyer or provides for the reservation that the transfer of ownership onto the buyer does not take place until the buyer meets its payment commitments.

5.4 ERH-TEC GmbH ownership of the Reserved Goods shall also remain valid during the manufacturing and after the completion of the product of the Buyer for which the Reserved Goods are used ("Final Product"). ERH-TEC GmbH ownership of the Reserved Goods shall continue as towards the Final Product; ERH-TEC GmbH shall obtain common ownership of the Final Product in proportion of the value of the Reserved Goods to the total value of the Final Product.

5.5 The Buyer shall, upon the conclusion of the Contract, assign to ERH-TEC GmbH as security a part of his claims against its customer arising from the resale or manufacturing of the Reserved Goods corresponding to ERH-TEC GmbH claims against itself arising from the Products. This shall not affect ERH-TEC GmbH obligation to release set out in 5.1.

5.6 In the event of a levy of execution, seizure or any orders of third parties the Buyer shall inform ERH-TEC GmbH without delay.

5.7 In the event of breach of duty, in particular a default of payment, on the part of the Buyer, the following provisions shall apply:

5.7.1 After unsuccessful expiry of an appropriate deadline set by ERH-TEC GmbH for the rectification of the default, ERH-TEC GmbH shall be entitled to rescind the Contract and to take back the Reserved Goods; the Buyer shall be obliged to hand over the

Reserved Goods. This shall not affect the statutory regulations concerning the dispensability of fixing a time-limit.

5.7.2 The enforcement of the reservation of title and the taking back of the Reserved Goods is not subject to a prior rescission of the Contract on the part of ERH-TEC GmbH; such action or a levy of execution of the Reserved Goods by ERH-TEC GmbH shall not be considered as a rescission of the Contract, unless expressly stated otherwise.

6. Delivery time

6.1 Compliance with the agreed delivery time for the Products requires the timely receipt of all documents, necessary permissions and releases, to be provided by the Buyer, as well as the observance of the agreed terms of payment and other obligations by the Buyer. If these conditions are not fulfilled, the delivery time shall be appropriately extended; this shall not apply if the delay is caused by ETC-Distribution.

6.2 If delivery times are not complied with due to force majeure, e.g. mobilization, war, riots or similar events, e.g. strikes or lock-outs, delivery times shall be appropriately extended.

6.3 Should ERH-TEC GmbH be in delay, the Buyer may, if it can substantiate any damage on its part resulting from such delay, claim a compensation for each day of delay amounting to 0.2 percent of the price of the part of the delivery which could not be used due to the delay, but not more than a total of 5 percent of the said price.

6.4 Any claims for compensation for delayed delivery of Products or claims for compensation to replace Products on the part of the Buyer which are beyond the limits of 6.3, shall be excluded in all events of delayed delivery of Products. This shall also apply in the event of the expiry of a deadline set by the Buyer. It shall not apply, however, where there is obligatory liability, in the event of wilful misconduct or gross negligence or due to injury to life, body or health. The Buyer may only rescind the Contract if the delay of delivery of the Products is caused by ERH-TEC GmbH. No shift in the burden of proof to the detriment of the Buyer is connected with the above provisions.

6.5 The Buyer shall only have a right of rescission if it has granted ETC Distribution GmbH an appropriate time deadline for performance and declares that it shall refuse to accept the performance upon the expiry of the deadline, and after the deadline has unsuccessfully expired.

6.6 At ERH-TEC GmbH request, the Buyer shall declare within an appropriate time limit whether it shall rescind the Contract due to the delay or whether it insists on delivery.

6.7 If, at the Buyer's request, dispatch or consignment is delayed for more than a month after readiness to dispatch has been expressed, ETC Distribution GmbH may, for each beginning month, charge the Buyer 1.0 percent of the net price of the Products, but not more than 8 percent of the total net price, for storage costs. The Parties shall remain at liberty to prove that storage costs were higher or lower.

7. Passing of risk

7.1 Subject to provisions, if any, in ETC Distribution GmbH Order Acknowledgement related to passing of risk ("Delivery Clauses"), the passing of risk onto the Buyer shall take place at the moment the Products to be delivered have been made available for dispatch by ETC Distribution GmbH at the Place of Performance; the provisions of 7.2 shall have precedence over 7.1 and any "Delivery Clauses".

7.2 The passing of the risk onto the Buyer shall take place at the moment the dispatch or the beginning of assembly are delayed due to reasons caused by the Buyer or the occurrence of any other events causing a default in acceptance by the Buyer.

8. Acceptance

The Buyer shall accept the Products even if it shows insignificant defects.

9. Material Defects

9.1 ETC Distribution GmbH shall be liable for all material defects of newly manufactured products according to 9.1 – 9.11. Should the Product delivered not be a newly manufactured product (e.g.

second-hand goods, samples, exhibits), ETC Distribution GmbH liability for material defects shall not apply.

9.2 The parts of the Products concerned which show material defects within the term of limitation (if such defects were not caused after the passing of the risk) must, at ETC Distribution GmbH discretion, be repaired at ETC Distribution GmbH cost, newly delivered or newly provided ("Subsequent Performance").

9.3 The Subsequent Performance does not initiate a new term of limitation (9.3).

9.4 The term of limitation for the liability for material defects is 24 months. This shall not apply where paragraphs 438, section 1, No. 2, 479, section 1 and 634a, section 1, No. 2 of the BGB (German Civil Code) provide for longer terms, and in the event of injury to life, body or health, in the event of intentional or gross breach of duty by ETC Distribution GmbH or fraudulent concealment of a defect. This shall not affect life, body or health. No shift in the burden of proof affect the statutory regulations concerning the suspension of the running, the suspension or the new beginning of the periods of limitation.

9.5 The Buyer shall complain about material defects to ETC Distribution GmbH without delay in writing. The complaint must include information on the data of the concerned Products – name and number of the model, number of ETC Distribution GmbH order confirmation, and a description of the fault or defect.

9.6 In the event of complaints of defect the Buyer may retain payments to an extent appropriate in proportion to the defects occurred. The Buyer shall only be entitled to retain payments if it is able to assert a complaint of defect justified beyond any doubt. If the complaint of defect proves to be unjustified, ETC Distribution GmbH shall be entitled to request payment of any expenses incurred to it by such complaint.

9.7 ETC Distribution GmbH must be granted the opportunity of subsequent performance within an appropriate period of time. Otherwise ETC Distribution GmbH shall be freed of any liability for material defects.

9.8 In the event of unsuccessful subsequent performance, the Buyer may – notwithstanding any provisions on claims for compensation (11.) rescind the Contract or reduce the payment.

9.9 Warranty claims shall not be admissible in the event of insignificant deviations from the agreed composition, insignificant impairment of the practicability, natural wear and tear or damages caused after the passing of risk as a result of faulty or negligent treatment, excess utilisation, inappropriate service equipment, or damages caused by exceptional external factors, which are not provided for in the Contract. Should the Buyer carry out inexpert alterations or repairs, no warranty claims shall be admissible for such alterations, repairs or consequences thereof.

9.10 Any claims of the Buyer for expenses necessary for the subsequent performance, in particular transportation, labour and material costs, shall be excluded, if such expenses should be caused because the Products has been transferred to a place other than the Place of Performance.

9.11 Claims under a right of recourse of the Buyer against ETC Distribution GmbH shall only be admissible insofar as the Buyer has not agreed with his customer any arrangements beyond the scope of the statutory warranty claims. For the scope of the claims under a right of recourse according to paragraph 478, section 2 of the BGB (German Civil Code), 9.8 shall apply respectively.

9.12 Any further claims based on material defects, and claims other than those settled under 9. of the Buyer against ETC Distribution GmbH shall be excluded. For any claims for damages 11. shall apply.

10. Impossibility, Adjustment of Contract

10.1 Should delivery be impossible, the Buyer shall be entitled to request compensation, unless ETC Distribution is not responsible for the impossibility. However, the Buyers claim for compensation shall be limited to 5 percent of the value of the part of the Products for which delivery is impossible. This shall not apply where there is obligatory liability due to wilful misconduct, gross negligence, initial inability or injury to the detriment of the Buyer is connected with the above provisions. The Buyers right of rescission shall remain unaffected.

10.2 Should events of force majeure (6.2) substantially alter the economic significance or the contents of the Products or substantially affect ETC Distribution GmbH business, the Contract

shall be appropriately adapted under good faith. If this is not economically acceptable, ETC Distribution GmbH shall have a right of rescission. Should ETC Distribution GmbH wish to make use of such right, it has to notify the Buyer after realization of the consequences of such incidents without delay, also if the Parties had agreed to an extension of the Products time beforehand.

11. Other Claims for Compensation

11.1.1 Claims for compensation of the Buyer, irrespective of their cause in law, but in particular claims arising from the breach of duties resulting from obligation or tort, shall be excluded.

11.1.2 This shall not apply where there is mandatory liability, e.g. according to the law on product liability or in the event of wilful misconduct, gross negligence, injury to life, body or health or the infringement of substantial contractual obligations.

11.1.3 However, compensation for damages for the infringement of substantial contractual obligations shall be limited to foreseeable damages typical for the Contract, unless there is liability for of wilful misconduct or gross negligence, injury to life, body or health.

11.2 The exclusion or limitation of ETC Distribution GmbH liability as set out in 11. shall also apply to the personal liability of its workers, employees, co-workers and other persons employed, but not to the personal liability of legal representatives and executives.

11.3 The claims for compensation the Buyer is entitled to according to 11., shall expire upon the expiry of the term of limitation applying to material defects according to 9.3 in the event of wilful misconduct and claims for damages in connection with the law on product liability the statutory terms of limitation shall apply.

11.4 No shift in the burden of proof to the detriment of the Buyer is connected with the provisions of 11.

12. Confidentiality

12.1 The Parties shall undertake not to make available to third parties any documents, knowledge and information, tools, samples, models and other technical documentation ("Information") received within the scope of the contract and irrespective of the carrier medium without written approval of the respective other party, or use them for other than contractual purposes. Such Information must be secured against unauthorized inspection or use. With reservation of further rights, each party may request the return of such Information, should the other party breach such duty.

12.2 The obligation according to 12.1 shall commence upon the first receipt of Information and expire 36 months after the termination of the Contract.

12.3 The obligation according to 12.1 shall not apply to Information which is generally known or which was known to the respective party at the moment of receipt without the party being obliged to confidentiality or to Information which was passed on by a third party authorized to submit such Information or which was developed by the receiving party without utilization of confidential Information of the other party.

13. Applicable Law

The substantive law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

14. Jurisdiction

The exclusive place of jurisdiction – also for cheques and notes receivable – shall be Fuerth

European Refrigeration and Heating Technology GmbH

Terms and Conditions of Purchase (TCP)

1. Scope

1.1 The present TCP of **European Refrigeration and Heating Technology GmbH** ("Customer") shall only apply to contracts between Customer and entrepreneurs.

1.2 These TCP shall apply to supplies and services ("Supplies") of the contracting partner of Customer ("Supplier") to Customer on the basis of the contract ("Contract") concluded between Customer and Supplier ("Parties").

2. Offer, Order and Order Confirmation

2.1 The Customer may cancel its order if the Supplier has not confirmed acceptance of the order ("Order Confirmation") in writing within two weeks of receipt.

2.2 If the Order Confirmation varies from the order, the Customer shall only be bound thereby if it agrees to such variation in writing.

2.3 The TCP of Customer shall apply exclusively. Other General Conditions – insofar as such are not provided for in Customer's order as a whole – shall be excluded. Neither acceptance of Supplies nor payment shall constitute approval of Customer to the General Conditions of Supplier.

3. Right of Use

3.1 The Supplier hereby grants Customer the non-exclusive, transferable, perpetual and world-wide right

- to use or allow others to use ("Right of Use") software and the related documentation ("Software");
- to sublicense the Right of Use to affiliates as defined by § 271 Commercial Code ("Affiliated Companies"), distributors and end customers, insofar as such relates to individual software;
- to grant a license to Affiliated Companies and distributors to sublicense the Right of Use to end-customers;
- to copy the Software for installation in hardware or to have such copied by Affiliated Companies or other distributors.

3.2 In addition to its Right of Use the Customer, the Affiliated Companies and other distributors shall be entitled to allow end-customers to transfer Software licenses.

3.3 Any and all sublicenses granted by the Customer shall provide adequate protection for the intellectual property rights of the Supplier in the Software so that the same contractual provisions shall apply as the Customer itself uses to protect its own intellectual property rights.

4. Delivery Time, Penalty

4.1 For calculating the timeliness of deliveries or re-performances the relevant point in time is the date of receipt by Customer at the designated place of receipt and for the calculation of timeliness of deliveries with installation or commissioning as well as services de relevant point in time shall be that of acceptance.

4.2 If any delay in delivery respectively re-performance can be anticipated, the Customer shall be notified immediately in order to determine its decision.

4.3 In the event that any agreed upon delivery date is not met for reasons the Supplier is responsible for, the Customer may – without prejudice to its other rights – claim a penalty for each commenced working day of delay amounting to 0.5%, but not exceeding a total of 10 % of the order value. This shall be without prejudice to any further or other claims including amounts of damages exceeding the penalty. In the event that a claim is made for damages exceeding the penalty, the penalty already paid shall be deducted there from. The Supplier can produce evidence that the Customer has sustained lower damages or no damages at all.

4.4 In the event that the respective reservation of the penalty right is not given at the time of acceptance of deliveries or re-performances, the penalty may still be claimed up to the date of the final payment.

4.5 The Supplier shall only be entitled to partial deliveries upon prior consent of Customer.

5. Transfer of Risk and Dispatch

5.1 For deliveries with setting-up or installation and for services transfer of risk shall occur upon acceptance, in cases of deliveries without setting up or installation transfer of risk shall occur upon receipt by the Customer at the designated place of receipt.

5.2 For pricing Ex Works or Ex Warehouse of the Supplier transport shall be at the lowest cost insofar as the Customer has not requested a particular method of transport. Any extra costs resulting from non-compliance with transport or packaging requirements shall be borne by the Supplier. If the prices are quoted free to receipt, the Supplier shall bear the shipping and packaging cost. Additional

costs for a more expeditious method of transport in order to observe a delivery date shall be borne by the Supplier.

5.3 The Supplier shall include in its deliveries a packing slip, delivery notes, analysis, certificate of origin and inspection certificates and shall provide notice of such dispatch immediately to the Customer with the same information.

5.4 Ownership in the deliveries shall pass to Customer upon full payment of the agreed upon prices.

5.5 Deliveries that have been paid for by Customer in full or that are its property shall be clearly labelled by the Supplier as Customer's property and shall be stored separately from other goods. On Customer's first demand the Supplier shall immediately dispatch the deliveries to the Supplier.

6. Payments

6.1 Unless otherwise agreed, payment shall be due

- within 14 days at a 3% discount
- or within 30 days net

6.2 The time limit for payment shall commence as soon as any of the supplies is completed and Customer receives the appropriate invoice. In case delivery occurs after the invoice, the time limit for payment shall commence with receipt of delivery, under no circumstances, however, before the agreed date of delivery. Completeness of delivery requires receipt of material tests, inspection records, quality documents or other documents to be submitted by Supplier. Discount applies even if the Customer sets off or withholds appropriate sums due to faults or defects; in this case the time limit for payment shall commence upon complete removal of the defects.

6.3 The Customer shall only be in default of payment if it does not pay after receipt of a reminder, which shall be sent by the Supplier after the due date for payment, has expired.

6.4 Payments shall not constitute recognition that Supplies are in accordance with the Contract.

7. Quality Assurance

The Supplier shall maintain a quality assurance that meets the requirements of current norms and standards. The Supplier shall document its results, which shall be made available to Customer for inspection.

8. Incoming Inspection

8.1 The Customer shall immediately upon receipt of any delivery check whether there is any externally recognisable transport damage or any other externally recognisable defect.

8.2 If the Customer detects any defects in the course of the above mentioned inspection it shall notify the Supplier. If the Customer detects any defect later it shall also notify such defect to the Supplier.

8.3 Complaints may be made within one month (1.) of receipt of delivery or (2.) insofar as the defect was first noticed upon commissioning or processing or first use, within one month from the detection.

8.4 In relation to the Supplier the Customer shall have no other duties in this regard other than the fore mentioned duties of inspection and notification.

9. Liability for Defects of Material

9.1 Claims for defects in material shall be subject to a limitation period of three years unless applicable law prescribes longer limitation periods. The limitation period shall commence upon transfer of risk (5.1). For deliveries to customers of Customer it shall begin upon acceptance of Customer's customer but in no case later than one year after transfer of risk.

9.2 Technical Specifications of Supplier, if any, shall not constitute conclusive specification agreements e.g. within the context of § 434 para. 1 sentence 1 BGB ("German Civil Code") or § 633 para. 2 sentence 2 German Civil Code.

9.3 In the event the defect is detected prior to or at the time of transfer of risk or during the limitation period, the Supplier shall at its own cost and at Customer's discretion either rectify the defect or provide a substitute delivery or performance. This shall also apply to any deliveries that were subject to limited inspection by sample tests. The discretion of the Customer shall be exercised fairly and reasonably.

9.4 Insofar as a defect has been rectified by repair or substitute performance, the limitation period as per 9.1 shall recommence.

9.5 In case rectification of a defect or a substitute delivery fails, the Customer shall be entitled to

- withdraw from the Contract in whole or in part without compensation, or
- demand a reduction of price, or
- rectify by itself or substitute the delivery by itself or arrange for rectification or substitute delivery by a third party at Supplier's cost, and claim damages instead of performance.

§281 para. 2 and § 323 para. 2 German Civil Code shall remain unaffected.

9.6 The same shall apply if the Supplier states that it is unable to carry out the rectification of the defect or replace the defective delivery within a reasonable period of time.

9.7 If the Customer claims damage instead of performance, it shall maintain its right to the delivery until the Supplier has provided damages in full.

9.8 Any rectifications may take place without a further deadline being set and at the cost of the Supplier if delivery is after the original time of delivery.

9.9 In the event that defective deliveries are not taken back by Supplier in spite of Customer's request to do so, such deliveries can be disposed of at the Supplier's cost or returned "freight collect" on the Supplier's account. The Supplier shall bear the risk of returning the defective delivery

9.10 The aforementioned claims shall expire one year after notification of the defect but in no case prior to the expiry of the limitation period stated in 9.1.

9.11 Any further claims of Customer, in particular claims relating to recourse to a company according to § 478 German Civil Code and for replacement of frustrated handling or processing costs incurred shall remain unaffected

10. Liability for Infringement of Industrial and Intellectual Property Rights.

The Supplier guarantees that the Supplies do not conflict with any proprietary rights or applications for proprietary rights (Proprietary Rights) of third parties.

11. Recourse by Customer against Supplier

11.1 If a product manufactured by Customer using the Supplier's deliveries and sold to end user contains a defect caused by a fault in the Supplier's deliveries, Customer can demand reimbursement of the expenses, which Customer has to bear in proportion to the end user pursuant to § 439 para. 2 German Civil Code.

11.2 In the event that Customer has to take back the product due to a defect or if the end user has reduced the price, Customer shall be entitled to

- withdraw from the Contract with Supplier in whole or in part without compensation, or
- demand a reduction of price and
- claim damages instead of performance or replacement of frustrated expenditures.

11.3 The claims arising under 11.1 and 11.2 shall be subject to a limitation period of three years from transfer of risk (5.1), unless applicable law requires longer limitation periods. The limitation period, however, shall expire at the very earliest two months after Customer has fulfilled the end user's claims. The suspension of expiration of the limitation period shall terminate at the latest five years after transfer of risk (5.1).

11.4 The regulations provided in 11.1 to 11.3 shall apply accordingly, if within the context of a supply chain (§ 478 German Civil Code) an end customer makes a claim against the Customer due to a defect in a product which has been newly manufactured by Customer using the Supplier's deliveries, to the extent that the defect has been caused by a fault in Supplier's deliveries.

11.5 §§ 478 and 479 German Civil Code shall remain unaffected.

12. Product Liability

In the event that a third party makes a claim against the Customer due to defects in a delivery from the Supplier, the Supplier shall immediately hold Customer harmless from such claims.

13. Subcontracting to Third Parties

Subcontracting to third parties shall not take place without the prior written consent of the Customer, and, in the event that such takes place, the Customer may cancel the Contract in whole or in part and claim damages.

14. Material Provided by Customer

14.1 Any material or item provided by the Customer as support shall remain the property of Customer, and is to be stored, labelled

and administered separately. The use of such material shall be limited to the orders of the Customer. In the event of any reduction in value or loss the Supplier shall provide a replacement. This shall also apply to the non-gratuitous material provided to the Supplier.

14.2 Any processing or transformation of the material shall be for the Customer. The Customer shall become the immediate owner of the new or any transformed object. In the event such is not possible for legal reasons, the Customer and Supplier agree that the Customer shall be the co-owner of the new goods at all times during any processing or transformation in proportion to the value of the material supplied by Customer. The Supplier shall keep the new object safe for the Customer at no extra cost and exercise the duty of care of a prudent businessman.

15. Models, Tools, Forms, Samples

15.1 All models, tools, forms and samples that are property of Customer shall be placed at the Supplier's disposal on loan-basis. The Supplier shall ensure that the products are clearly marked as Customer's property. The Supplier shall waive all rights, in particular rights of retention of title, to the models, tools, forms and samples, which could hinder any request by Customer for their return. Models, tools, forms and samples may not be disposed of or sold without prior written consent of Customer.

15.2 All models, tools, forms and samples shall be treated by Supplier with the utmost care and shall be insured for an amount equivalent to the replacement cost, in particular, against risks such as fire, lightning, explosion, damage from water, damage from electronics, breakage and theft. Any modifications and repairs shall only be permitted subject to prior written consent of the Customer. The Supplier needs to keep in good order repair models, tools, forms and samples.

16. Confidentiality

16.1 The Parties shall not pass the rendered tools, forms, samples, models, profiles, drawings, norm data, printing patterns, and other technical documentation, irrespective of the data medium (documents) including knowledge information and subsequently manufactured products to third parties without the written consent of the other Party nor shall it use them for purposes other than for the execution of an order. The documents are to be safeguarded against unauthorized use. In the event that either Party is in breach of its obligations, the other Party can demand immediate return of the documents.

16.2 The obligation according to 16.1 shall begin upon receipt of the Documents, knowledge and information and shall expire 36 months after the termination of the business relationship.

16.3 The obligation according to 16.1 shall not apply to Documents and knowledge which at the time of receipt are publicly known, or are established by the receiving Party to have been known by it without being subject to a duty of confidentiality, are received from a third party without similar restrictions, or if independently developed by the receiving Party without breach of these Terms and Conditions of Purchase.

17. Special Right of Termination

In the event that the Supplier ceases to make Supplies or If an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, the Customer may cancel the Contract in part or in whole. In case of cancellation, the Customer may use the existing facilities or Supplies of the Supplier already performed and provide reasonable payment for such.

18. Applicable Law

The substantive law of the Federal Republic of Germany shall apply. The United Convention on Contracts for the International Sale of Goods of 11. April 1980 shall be excluded.

19. Place of Jurisdiction

The exclusive place of Jurisdiction shall be Fuerth