

## TERMS OF SALE OF MCB FOR THE DELIVERY OF GOODS AND PROVISION OF SERVICES

### Clause 1. Definitions

For the purposes of these Terms of Sale, the following definitions apply:

**MCB:** MCB Deutschland GmbH, a private limited company under German law (Gesellschaft mit beschränkter Haftung) with registered office in Dormagen, entered in Neuss Local Court Commercial Register B under number HRB 4212.

**Terms:** These Terms of Sale of MCB for the delivery of Goods and provision of Services.

**Services:** Services consisting of the provision of services, production of physical works, safekeeping of goods, handover of works or transport of persons or good, by MCB or by third parties.

**Goods:** Moveable property, immovable property, software and property rights.

**Purchaser:** Contractual Party to which MCB supplies Goods and/or for which it provides Services or that has agreed to have MCB do so.

**Parties:** MCB and the Purchaser.

**Writing / Written:** Any form of communication by post, email or any other form of electronic data exchange.

**Quotation:** Document drawn up by MCB at the Purchaser's request containing a specified offer for a proposed Contract.

**Order:** Written order for Goods and/or Services placed with MCB by the Purchaser.

**Contract:** Written agreement between MCB and the Purchaser for the sale of Goods and/or Services by MCB and all related legal transactions and other activities.

**Force Majeure:** Any default caused by circumstances that cannot reasonably be controlled, foreseen or avoided by the defaulting Party and which makes it impossible for said Party to perform its obligations under the Contract. Such circumstances shall certainly include non-performance due to power failure, disruption of telecommunication services, cybercrime, fire, import and export restrictions, strikes, machinery breakdown, operational disruptions or non-performance of suppliers or other third parties, sickness of personnel, lack of personnel, unavailability, shortage, late delivery or unsuitability of raw materials and supplies, for whatever reason. However, deficiencies in the performance of the obligations of a third party contracted by the Purchaser shall not be deemed instances of force majeure.

### Clause 2. General provisions

- 2.1 The Terms shall apply to all Inquiries, Offers, Quotations, Orders, Order Confirmations, Contracts and all other legal transactions in connection with the delivery of Goods and/or provision of Services.
- 2.2 The applicability of any terms and conditions adopted by the Purchaser is explicitly excluded by MCB.
- 2.3 Deviations from the Terms require explicit Written agreement and apply only to the Contract in question. If applicable, these Terms shall continue to have supplementary effect.

### Clause 3. Conclusion and amendment of Contracts

- 3.1 All Quotations, Offers and other communications from MCB relating to the Goods or Services are without obligation and do not give rise to any commitment on MCB's part. All information such as dimensions, weights, illustrations, descriptions, calculations, assembly sketches, drawings in sample books, catalogues, price lists, sales literature and other documents and software, though prepared to the best of MCB's ability, are only approximate and, as such, not binding on MCB. Quality and dimensions shall be determined by agreement. Verbal agreements, contracts, supplements and amendments to a Contract between the Parties are only binding on MCB if they have been confirmed by MCB in Writing. Should there be any discrepancies between an Order placed by the Purchaser and MCB's confirmation, only MCB's confirmation shall be binding.
- 3.2 A Contract shall come into existence once MCB accepts the Order in Writing or executes it.
- 3.3 The Purchaser may not change an Order placed by it once the corresponding Contract has been formed. Any change not confirmed in Writing by MCB shall constitute a cancellation of the Order.
- 3.4 Should the Purchaser cancel an Order for standard products / items belonging to MCB's product range due to reasons for which the Purchaser is responsible, MCB shall be entitled to a cancellation fee amounting to 30% of the net sales price agreed for the Order. Should the Purchaser cancel a customised Order for reasons for which the Purchaser is responsible, MCB shall be entitled to a cancellation fee amounting to 75% of the net sales price agreed for the Order. This provision does not affect MCB's entitlement to compensation for the loss actually incurred or to performance of the Contract, (e.g. if the Goods or Services have been procured elsewhere), although the contractual penalty shall be set off against any Claim for Damages. The Purchaser shall have

the option of proving to MCB that no loss or a substantially lesser loss has been incurred.

**Clause 4. Price and payment**

- 4.1 All agreed prices are in euros.
- 4.2 Price quotations are submitted on the basis of data provided by the Purchaser and are only valid if they are up-to-date, correct and complete.
- 4.3 Prices quoted in price quotations are always - unless explicitly otherwise agreed in advance - net sales prices excluding taxes to which the Goods and/or Services are subject or that are levied on them, or any surcharges for documentation, packaging material, packing and shipping and/or costs (transport, insurance, customs duties, permit costs for import and export, etc.).
- 4.4 The supply of modified or additional Goods or Services shall give rise to a claim for additional charges at the selling prices (Goods) and direct prices (Services) in effect at MCB at the relevant time and payable by the Purchaser.
- 4.5 If, after entering into the Contract, the net purchase prices that MCB must pay for the materials required or used in the manufacture of Goods increase by more than 5%, MCB shall have the right to pass on the price increase to the Purchaser. In the event of price increases exceeding 10%, the Parties shall enter into supplementary contractual negotiations in order to bring about an appropriate adjustment of agreed prices. Should the Parties fail to agree on an appropriate price adjustment, either Party shall be entitled to withdraw from the Contract.
- 4.6 The Purchaser shall accept electronic invoices for Goods and Services. Invoices are payable at the registered office of MCB. Unless otherwise agreed, the payment period shall be fifteen (15) days following receipt of invoice. Any complaints about invoices must be received within the payment period; otherwise they can no longer be asserted. If an invoice is not paid on time, all outstanding invoices shall become immediately due and payable.
- 4.7 Should an agreed payment period be exceeded, the Purchaser shall be in default without any explicit notice of default being required. The Purchaser shall owe interest on any outstanding invoice amount at a rate of 9 percentage points above the respective base interest rate until full settlement, plus compensation for the costs of extrajudicial collection in the amount of 10% of the invoice amount, but not less than EUR 40. MCB retains the explicit right to assert further Claims for Damages.

- 4.8 Should the Purchaser fail to perform or fully perform any obligation under the Contract or the Terms, MCB shall be entitled to suspend its own obligations under the Contract until the Purchaser has performed its obligations extended by a reasonable reorganisation period, this without prejudice to any other remedies available to MCB.
- 4.9 MCB is, at all times, entitled to set off any of the Purchaser's claims against any claims that MCB or a company affiliated with MCB has against the Purchaser or a company affiliated with the Purchase, irrespective of the reason. The Purchaser may only offset MCB's claims or assert a right of retention if its counterclaim has been legally established or is undisputed.

**Clause 5. Delivery, transfer of risk**

- 5.1 Risk shall transfer to the Purchaser when Goods are handed over to the carrier or freight forwarder or when they are loaded onto a vehicle belonging to MCB but no later than when they leave the factory or warehouse. The transfer of risk shall occur irrespective of whether there are partial deliveries or MCB has assumed further services, such as shipping costs, etc. Transport insurance shall only be taken out at the Purchaser's explicit request and expense. Irrespective of the above, the Purchaser shall immediately document any shipping damage and report it to the carrier, freight forwarder or forwarding agent, as well as to MCB.
- 5.2 Delivery periods are approximate unless a delivery period designated as "binding delivery period" has been explicitly agreed in Writing. MCB's delivery obligation is subject to correct and punctual delivery by our supplier(s), unless the late or delayed delivery by the supplier(s) is the fault of MCB. In any case, a delivery period shall not commence until MCB has acquired all the information necessary to execute an Order and any agreed down payment has been received. The time at which the Goods are handed over to the carrier or loaded onto an MCB vehicle or the time at which the Goods are ready for shipment shall be decisive when determining the punctuality of the delivery, should a shipment or delivery of Goods be delayed due to circumstances for which the Purchaser is responsible. The delivery period shall be extended to a reasonable extent whenever agreement is reached on subsequent contractual amendments initiated by the Purchaser and impacting the delivery period. MCB shall be entitled to make partial deliveries and render partial Services, providing they do not prove unreasonable for the

Purchaser. The delivered quantity of Goods may vary by a tolerance of 10% above or below without the Purchaser having any claim arising therefrom - apart from offsetting the price difference. Delivered quantities may exceed or fall short of the agreed quantity, providing they remain within margins customary in the industry.

- 5.3 The Purchaser is required to take delivery of Goods without delay as soon as said Goods are ready for its collection and MCB has notified the Purchaser of this fact. Any breach of this obligation shall entitle MCB to store the Goods or move them into storage at the Purchaser's risk and expense and to invoice the Purchaser for the corresponding amount without prejudice to MCB's other rights. In this case, the Purchaser may not refuse payment of the purchase price due to non-delivery. If the shipment is delayed due to circumstances for which the Purchaser is responsible, the risk shall pass to the Purchaser upon notification that the Goods are ready for shipment or collection.
- 5.4 MCB shall not be liable for any inability to deliver or for a delay in delivery if this is caused by force majeure or other events unforeseeable at the time of the conclusion of the Contract for which MCB is not responsible (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, deficiencies in official permits, official measures or the failure of suppliers to deliver, to deliver correctly or to deliver on time). Should such events make it significantly more difficult or impossible for MCB to deliver or perform its contractual obligations and the hindrance is not merely of a temporary nature, MCB shall be entitled to withdraw from the Contract. In the event of temporary hindrances, the periods for delivery or Service provision shall be extended or the delivery or Service provision dates shall be postponed by the period of the hindrance plus a reasonable restart period. If, in the course of the delay, the Purchaser cannot reasonably be expected to accept the delivery or Services, it may withdraw from the Contract by serving MCB with immediate notice.
- 5.5 Weights shall be determined by the method of weighing used by MCB or, at MCB's option, by its supplier. Proof of weight shall be provided by presentation of the weighing slip. To the extent legally permissible, the weights may alternatively - at MCB's discretion - also be determined without weighing in accordance with DIN and EN standards ("theoretical weight"). Surcharges and discounts customary in the steel industry of the Federal Republic of

Germany (trade weights) shall remain in effect. The number of pieces, bundles, etc. stated in the shipping notice or invoice are non-binding for goods invoiced by weight. The total weight of a shipment shall apply, unless individual weighing is customary. Differences from calculated individual weights shall be distributed proportionately among the elements comprising said shipment.

#### Clause 6. Retention of title

- 6.1 The retention of title agreed below serves to secure all of MCB's respective current and future claims existing against the Purchaser in connection with the supply relationship existing between the Parties.
- 6.2 Goods that MCB delivers to the Purchaser shall remain MCB's property until all secured claims have been paid in full. Goods, including replacement Goods provided under retention of title pursuant to the following provisions, shall hereinafter be referred to as "Retained Goods". If the Purchaser intends to ship the Goods abroad, it must notify MCB of such intention without delay and, at MCB's request, grant MCB a security right that comes as close as possible to the contractually agreed retention of title, taking into account the legal system in the country of destination.
- 6.3 The Purchaser shall hold the Retained Goods for MCB free of charge.
- 6.4 The Purchaser shall be entitled to process and sell the Retained Goods in the ordinary course of business until enforcement of retained title (Section 6.9). The Goods may neither be pledged nor assigned by way of security.
- 6.5 Should the Purchaser process the Retained Goods, it is hereby agreed that the processing shall be carried out in MCB's name and for MCB's account as manufacturer and that MCB shall acquire direct ownership or - if the processing is carried out using materials from several owners or the value of the processed item is higher than the value of the Retained Goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the Retained Goods to the value of the newly created item. To the extent that MCB fails to acquire such ownership, the Purchaser hereby assigns its future ownership or - in the aforementioned proportion - co-ownership of the newly created item to MCB by way of security. If the Retained Goods are combined or inseparably mixed with other components to form a single item and if one of the other components is to be regarded as the main component, MCB shall, insofar as the main component belongs to it, transfer co-ownership

of the single item to the Purchaser on a pro rata basis in the ratio specified in the first sentence of this provision.

- 6.6 In the event of resale of the Retained Goods, the Purchaser hereby assigns to MCB by way of security the resulting claims against the acquiring party in the resale transaction - MCB's share of said claims being proportionate to MCB's co-ownership of the Retained Goods. The same applies to other claims that take the place of the Retained Goods or otherwise arise with regard to the Retained Goods, such as insurance claims or tort claims in the event of loss or destruction. MCB irrevocably authorises the Purchaser to collect the claims assigned to MCB in MCB's name. MCB may only revoke this collection authorisation on enforcement of retained title. Subject to Section 354a of the German Commercial Code (HGB), the Purchaser may not assign the claims without MCB's prior consent, including by selling them to factoring banks. MCB grants its consent to the sale of claims to a factoring bank without the possibility of chargeback (genuine factoring), subject to the suspensive condition that the Purchaser immediately forward payments made to it by the factoring bank to MCB.
- 6.7 If third parties gain access to the Retained Goods, in particular by way of seizure, the Purchaser shall immediately draw their attention to MCB's ownership and inform MCB thereof, handing over the documents necessary for an intervention in order to enable MCB to enforce its ownership rights. If the third party is not in a position to reimburse MCB for any judicial and extrajudicial costs incurred in this connection, the Purchaser shall be liable to MCB for such costs.
- 6.8 MCB shall release the Retained Goods and the items or claims replacing them to the extent that their value exceeds the amount of the secured claims by more than 20%. MCB is entitled to select the items to be released in such cases.
- 6.9 If MCB withdraws from a Contract due to the Purchaser having acted in breach of said Contract - in particular by defaulting on payment - MCB shall be entitled to demand the return of the Retained Goods. At MCB's request, the Purchaser shall immediately name those customers to whom the Retained Goods have been sold, unless payment for them has already been made in full.

## Clause 7. Packaging

- 7.1 Unless otherwise agreed in Writing, Goods shall be packed in accordance with MCB's usual guidelines.
- 7.2 Unless otherwise agreed in Writing, MCB shall enclose a packing slip with each delivery on which the following details shall be noted: (i) complete order number; (ii) item number, quantity and description for each item; and (iii) if indicated, product number.

## Clause 8. Warranty and guarantee

- 8.1 Goods supplied by MCB must comply with the specifications agreed in Writing. MCB does not provide any warranty or guarantee according to which the Goods must be suitable for normal use, nor must they be of a standard quality. The Purchaser may not derive any rights from any illustrations, descriptions and information in price lists, on websites or in other general publications issued by MCB or third parties concerning the price, dimensions, weight and characteristics of the Goods. MCB accepts no liability regarding the suitability of the Goods supplied for any purpose for which the Purchaser intends to use, work on or process them, unless MCB has explicitly confirmed their suitability for said purpose to the Purchaser in Writing. Minor deviations and differences in quality, colour, dimensions, weight or processing that, according to reasonable discretion, are deemed customary in the industry or technically unavoidable do not constitute defects. Samples are for exemplary purposes only.
- 8.2 No guarantees are issued by MCB unless explicitly agreed otherwise in Writing.
- 8.3 The Purchaser shall inspect the delivered Goods for possible deviations from agreements immediately after delivery. Any defects must be noted on the waybill or delivery receipt. In addition, these shortcomings as well as any other deficiencies visible on delivery must be reported to MCB in Writing without delay, at the latest within seven business days following delivery. The Purchaser must provide MCB with Written notification of hidden deficiencies without undue delay and no later than seven business days after the Purchaser has detected or should have detected said deficiencies. Section 377 HGB shall apply in all other respects.
- 8.4 If there is a deficiency or a warranty claim (paragraph 8.2), MCB shall have the option of (1) replacing the deficient or non-conforming Goods (subsequent delivery) or (2) repairing or modifying the deficient or non-conforming Goods free of charge (rectification). The costs of subsequent performance shall be borne by MCB, providing they are not exacerbated by the fact that the delivery item has, subsequent to delivery, been transported to a location other

than the contractually intended location or that the rectification of defects is impeded by changes to the Goods made by the Purchaser or third parties. MCB's mere provision of supplementary performance services shall not constitute an acknowledgement of the deficiency claimed by the Purchaser, irrespective of the scope of said services. MCB's legal representatives and their authorised signatories are exclusively authorised to issue an acknowledgement.

- 8.5 The Purchaser shall only be entitled to claim any deficiency or warranty claim (paragraph 8.2) in connection with the Goods if it has notified MCB of such deficiency or warranty claim within the applicable warranty period or in accordance with the foregoing terms of this provision or has not taken delivery of the Goods as free from deficiency.
- 8.6 The Purchaser shall keep deficient Goods available for MCB and provide MCB with the opportunity to inspect said Goods. A complaint does not entitle the Purchaser to suspend its payment obligation.
- 8.7 If the settlement of the Contract takes place in the form of a chain transaction, the Purchaser shall instruct the recipient of the performance within the meaning of paragraph 8.3. The Purchaser shall notify MCB of the deficiency in Writing without undue delay and within the period specified in paragraph 8.3. If the Purchaser fails to comply with this obligation, its warranty rights shall lapse completely, unless MCB is liable pursuant to Section 10.
- 8.8 Should the Purchaser withdraw from the Contract, the Purchaser shall be liable for any deterioration, destruction and unaccrued benefits not only with regard to the Purchaser's own due diligence but also in respect of any fault on the Purchaser's part.
- 8.9 If the Purchaser's complaints turn out to be unjustified through no fault of MCB, the Purchaser is obliged to reimburse MCB for the costs incurred for the purpose of the alleged supplementary performance that MCB was entitled to consider necessary according to the information provided by the Purchaser. The price for labour and materials shall be based on MCB's list prices valid at the time of the expenditure and, in the absence of such list prices, based on a reasonable rate.

**Clause 9. Confidentiality**

- 9.1 The Purchaser shall maintain confidentiality regarding the existence, nature and content of the Contract and any other operational information of which it becomes aware in the course of acquiring Goods and/or Services from MCB and of whose confidentiality it should reasonably be aware, and thus shall not disclose it to any third party without MCB's prior Written Consent. Confidential information

includes but is not limited to prices charged by MCB, commercial agreements entered into between the Parties and operational information of MCB or its Customers in the broadest sense.

- 9.2 The Purchaser is also required to impose the confidentiality obligation referred to in this provision on its employees/workers and third parties who necessarily gain or have knowledge of the information referred to in paragraph 1 of this provision and to ensure compliance with this obligation by said employees/workers and third parties.
- 9.3 The confidentiality obligation referred to in this provision shall not apply if and to the extent that disclosure is required by law, a court decision or an order of a regulatory or other authority, providing the Purchaser shall agree in advance with MCB on the manner of disclosure and shall limit disclosure to that part of the information to which the Purchaser's disclosure obligation extends.
- 9.4 In the event of non-fulfilment of an obligation under this provision, MCB shall be entitled to terminate the agreement with immediate effect without owing the Purchaser any compensation. In addition, the Purchaser shall owe a reasonable contractual penalty for each culpable breach, the amount of which shall be determined by MCB at its reasonable discretion and may be reviewed by the competent court in the event of a dispute. The right to claim further damages remains intact. In this case, the contractual penalty shall be offset against said damages.

**Clause 10. Liability and limitation**

- 10.1 The Purchaser shall not be entitled to any claims for compensation and reimbursement of expenses (hereinafter: Claims for Damages) irrespective of their legal basis, in particular for non-compliance with obligations arising from the contractual relationship and tort.
- 10.2 The above does not apply if liability is mandatory, for example under the Product Liability Act. Furthermore, it will not apply to compensation claims on the basis of injury to life, limb and health, or claims for compensation arising from violation of essential contractual obligations. Essential contractual obligations are those whose fulfilment is necessary for the achievement of the Contract's purpose, for example defect-free delivery of the object of purchase. In the event of non-compliance with essential contractual obligations, liability shall, however, be limited to the foreseeable compensation typical of the Contract.

- 10.3 Furthermore, the exclusion of liability does not apply to Claims for Damages based on intentional or grossly negligent non-compliance by MCB, its legal representative or its vicarious agent.
- 10.4 The Purchaser's claims against MCB shall expire under statutory limitation within one year following their accrual. Notwithstanding the foregoing, the statutory limitation periods shall apply if and to the extent that (i) the Purchaser has claims for damages under the provisions of Sections 10.2 and 10.3, (ii) the Purchaser's claim is based on Sections 478 or 651 of the German Civil Code (Bürgerliches Gesetzbuch), (iii) claims for deficiencies are based on a right in rem of a third party on the basis of which the surrender of the purchased item can be demanded, or (iv) claims for deficiencies are based on another right that is registered in the land registry.
- 10.5 The Purchaser shall indemnify MCB against all Claims for Damages and shall compensate MCB for all damages suffered by MCB or third parties as a result of any culpable breach of the contractual obligations, tort or any other legal cause of action on the part of the Purchaser, its personnel or third parties engaged by the Purchaser in the performance of the Contract.
- 10.6 The Purchaser shall indemnify MCB against all financial consequences of claims by third parties in any connection with the performance of its obligations under the Contract.
- 10.7 If a third party asserts claims that conflict with the exercise of the right of use granted to the Purchaser under the Contract, the Purchaser shall immediately notify MCB in Writing and in full. It hereby authorises MCB to conduct the dispute with the third party judicially and extrajudicially on its own. Should MCB make use of this authorisation at its discretion, the Purchaser may not acknowledge the claims of the third party without MCB's consent. MCB shall be required to defend the claims at its own expense and to indemnify the Purchaser against all costs and damages associated with the defence against the claim, providing said claims are not based on any conduct by the Purchaser in breach of its obligations.

#### **Clause 11. Termination**

- 11.1 If and to the extent that a Party fails to perform or improperly performs any obligation under or in connection with the Contract and does not remedy such failure within 15 business days following a notice of default sent by registered mail, the other Party shall be entitled to terminate the Contract with immediate effect, without a new notice of default and without the terminating Party being required to pay any damages.
- 11.2 The Parties shall be entitled to terminate the Contract with immediate effect, without prior notice of default and without the terminating Party being required to pay compensation in the following cases:
- (i) Insolvency or filing for insolvency of the other Party;
  - (ii) Order of supervision or asset management imposed on the other Party;
  - (iii) Sale or termination of the other Party's business;
  - (iv) Revocation of the other Party's authorisations required to perform the Contract;
  - (v) Garnishment of a substantial part of the other Party's business assets;
  - (vi) If a change of control (more than 50% of the shares) or any other takeover of control by a third party takes place at the other Party.
- 11.3 MCB is entitled to terminate the Contract with immediate effect and without prior notice of default as soon as MCB's credit insurance no longer provides full cover for the Purchaser.
- 11.4 In the event of force majeure that impacts a Contracting Party, the performance of the Contract shall be suspended in whole or in part for as long as the force majeure continues, without the Parties being liable to compensate each other. The Contracting Party wishing to claim force majeure shall notify the other Party in writing without undue delay and in any event within three (3) business days following the occurrence of the force majeure event, setting out the nature of said force majeure, the manner in which the force majeure renders the performance of the Contract impossible, the expected duration of the Contract, the circumstances involving force majeure and the measures that said Contracting Party intends to take to avoid or limit damage caused by the force majeure, failing which the right to claim force majeure shall lapse. Should the state of force majeure last longer than thirty (30) days, the other Contracting Party shall be entitled to terminate the Contract with immediate effect by Written notification, without any right to compensation arising therefrom.

#### **Clause 12. Intellectual property**

- 12.1 Drawings, illustrations and calculations that MCB provides the Purchaser under the Contract shall remain the property of MCB or its customers and may only be used by the Purchaser for the execution of the Contract. On expiry of the Contract, the documents and information in question are to be returned to MCB on its first request.
- 12.2 Any intellectual property rights arising from the execution of the Contract shall accrue to MCB. To the extent that the Intellectual Property Rights are vested in the Purchaser by

operation of law, the Purchaser shall transfer them in advance to MCB; the Purchaser shall cooperate to the extent necessary in said transfer and shall also grant MCB a power of attorney in advance, enabling MCB to take all necessary steps to obtain title to the Intellectual Property Rights. As far as legally permissible, the Purchaser waives any personal rights remaining with it. To the extent that a waiver is not permitted by law, the Purchaser grants a free, perpetual, transferable and worldwide license.

Terms apply shall be Neuss. However, MCB is also entitled to take action against the Purchaser at its general place of jurisdiction.

### **Clause 13. Data protection**

If and to the extent that personal data is transmitted in the course of the Contract's execution, it shall be processed by the Contracting Parties carefully, confidentially and in accordance with the General Data Protection Regulation.

### **Clause 14. Other provisions**

- 14.1 The Purchaser shall not transfer or assign any of its rights or obligations under the Contract in whole or in part to any third party without MCB's prior Written consent.
- 14.2 MCB is entitled to unilaterally amend or supplement these Terms of Sale. MCB shall notify the Purchaser of any amendment to these Terms. The amended Terms shall automatically apply to the next order, unless the Purchaser objects immediately after becoming aware of said amendments.
- 14.3 To the extent that one or more provisions of these Terms are or become invalid, the Parties shall agree on one or more substitute provisions that, in economic terms and as far as possible, take the original provision(s) into account. Other provisions in these Terms shall remain in full force and effect, unaffected by the invalidity of said provision(s).

### **Clause 15. Applicable law and jurisdiction**

- 15.1 German law shall apply to all enquiries, Offers, Quotations, Orders, Order Confirmations, Contracts and other legal transactions in connection with the delivery of Goods and/or the provision of Services which fall under these Terms. The application of foreign laws and treaties, such as the United Nations Convention on Contracts for the International Sale of Goods (*UN Sales Convention*), as well as any existing or future international regulation concerning the purchase of movable goods is explicitly excluded, providing the Parties may exclude their application.
- 15.2 The place of jurisdiction for all disputes arising between MCB and the Purchaser on the occasion of the Offer, Order, Contract or any individual agreements based thereon, other legal transactions and other acts to which these