
GENERAL TERMS AND CONDITIONS

General Terms and Conditions (T&Cs) for the supply of goods and services of lesswire GmbH, as at 9 February 2015

Applicable to business transactions with companies, legal entities under public law and special funds under public law.

1 General provisions

1.1 These T&Cs apply exclusively to the legal relations between the supplier and purchaser in connection with the supplier's goods and/or services (hereafter: supplies), including for ongoing business connections and for all future business with the purchaser, without requiring a further separate agreement in this regard. The supplier does not recognise any amendments or additions or any terms and conditions of the provider which are contrary to or differ from these T&Cs, unless they have been confirmed in writing as supplements to these T&Cs and consent has thereby been provided to their validity. This also applies if the supplier supplies the purchaser without reservation in the knowledge of terms and conditions of the purchaser which are contrary to or differ from these T&Cs.

1.2 The term "claims for compensation" in these T&Cs also covers claims for compensation for expenditure made in vain.

2 Quotes and offers

2.1 The supplier's quotes are without obligation and are non-binding, unless the supplier has expressly designated these as binding in written form. Provided that they are to be categorised as offers in accordance with Section 145 of the German Civil Code (BGB) then the purchaser's declarations of acceptance and orders will only be binding following the written order confirmation from the supplier. The supplier has twelve working days to accept the purchaser's orders following receipt of the order.

2.2 The documentation which forms part of the supplier's offer for the purposes of 2.1, such as images, drawings, etc., along with the measurement and weight information, are only approximate, unless the supplier has expressly designated them as being binding in writing. The same applies to usage information. The supplier reserves the right to apply tolerance ranges standard in the trade provided that these are reasonable for the purchaser.

2.3 The supplier reserves the title and copyright along with all other rights to all drawings, models, brochures, technical descriptions, sketches, catalogues and other documents, as well as to all other business and technical information originating from the supplier. They may not be made available to third parties, used commercially or reproduced without the written consent of the supplier, and at the supplier's request they must be returned to the supplier without delay inclusive of all copies made thereof if the order is not to be placed or following the end of the business relationship. These documents and/or information may only be provided by the purchaser to those individuals who are required to use them and who are also under an obligation of confidentiality. This does not apply if this information and/or these documents are demonstrably already known to the public or if the supplier has designated them for resale by the purchaser.

3 Prices

3.1 Prices are ex factory exclusive of postage, carriage, insurance and packaging, and are subject to the relevant applicable statutory VAT. The prices confirmed by the supplier in its order confirmation are the applicable prices. If the supplier has agreed a delivery time in the contract with the purchaser of more than eight weeks following receipt of the purchaser's order by the supplier, or has agreed a continuing obligation of more than six months, and the cost factors have increased for the supplier, for example as a result of increases in wage costs or on account of collective bargaining agreements and/or increases in the cost of materials, then a corresponding price increase will be deemed to have agreed with the purchaser. The supplier will provide evidence of these cost increases to the purchaser upon request. If the price increase amounts to more than 15% of the price agreed with the purchaser in the contract then the purchaser shall have a right of termination.

3.2 Unless they are covered by liability for material defects then spare parts will be delivered and goods that have been repaired will be returned in return for a reasonable flat-rate fee for shipping and packaging, in addition to the charge for the performance provided by the supplier. Unless the supplier has already stated that it is prepared to take delivered goods back on a goodwill basis without any legal obligation, the supplier will charge a flat-rate fee of 15% of the net purchase price of the relevant goods as compensation for warehousing and administration costs.

3.3 If the supplier has agreed that it will carry out installation, assembly or any other service, and unless otherwise agreed, then in addition to the agreed remuneration the purchaser will also be responsible for all necessary ancillary costs such as travel and transportation costs along with allowances and expenses.

4 Obligations of the purchaser

4.1 The purchaser undertakes to ensure that the conditions are fulfilled free of charge which are required in order that the supplies and services can be provided, in particular

- a) provision of workspaces for the supplier's employees along with adequate amounts of all required work equipment;
- b) allocation of adequate calculation time with the required priority;
- c) timely provision of the information required in order to implement supplies and services, and of test devices and test data, provided that tests are to be carried out by the supplier;
- d) provision of qualified employees from the relevant specialist areas to support the supplier;
- e) provision of timely access to the purchaser's premises to the extent required.
- f) arrangement of its business processes in such a way that prevents damage from occurring or prevents damage from increasing, irrespective of who is responsible for the damage occurring.

4.2 If additional software is required for the use of the software to be provided by the supplier (software environment, such as operating systems in their required version, database software, etc.), the purchaser will procure this at its own expense in a compatible version which is approved by the supplier and will install this in good time.

4.3 The purchaser is personally responsible for arranging the required usage conditions for the supplies and services (in particular, the conditions on site, power supply, spatial conditions, air-conditioning, connections for installation, technical specifications, etc.).

5 Payment terms

5.1 Payments must be made free to the supplier's point of payment. Invoice amounts are due for immediate payment. The supplier's invoices must be paid within 14 days from the invoice date in full and without deduction. Payment by bill of exchange is not permitted. Any payment discount that may be agreed by the supplier is conditional upon that fact that the purchaser's account does not feature any other due invoice amounts and that all payment terms are met, including for part payments. The supplier is entitled to apply payments to the oldest claim that is due. However, the supplier may at its discretion make deliveries conditional upon concurrent payment (e.g. through payment on delivery or via direct debit) or upon advance payment or the provision of security. This applies in particular where the supplier is aware of circumstances which place the purchaser's creditworthiness in doubt, in particular if one of the purchaser's cheques does not clear or the purchaser discontinues its payments. In the event that the stated term for payment is not met

the supplier may demand interest for default at 8 percentage points above the base interest rate in accordance with Section 247 BGB. The supplier reserves the right to provide evidence that greater damage has been caused through the default.

5.2 The purchaser may not offset counterclaims which are disputed by the supplier or which are not determined in law against the supplier's claims. The purchaser may only assert a right of retention (both under Section 273 BGB as well as Section 369 of the German Commercial Code - HGB) against the supplier's claims, if and to the extent that its counter-claim is based on the same legal relationship and has been determined in law, is undisputed or has been expressly acknowledged by the supplier, or is based on a gross breach of contract by the supplier.

6 Retention of title

6.1 The items supplied (goods subject to retention of title) remain the property of the supplier until all of its claims against the purchaser to which it is entitled from the business connection have been fulfilled. To the extent that the value of all security interests to which the supplier is entitled exceeds the amount of all secured claims by more than 20%, the supplier will release a corresponding portion of the security interest at the purchaser's request; the supplier is entitled to choose between different security interests for the purposes of this release.

6.2 During the period that the retention of title is in place the purchaser is prohibited from pledging or assigning the goods as security, and is only permitted to resell them to resellers in the ordinary course of business and only upon condition that the reseller receives payment from its customer or under reserve that the title only passes to the customer once the latter has fulfilled its payment obligations.

6.3 If the purchaser sells goods which are subject to retention of title, then through this agreement it assigns its future claims against its customers from the resale together with all ancillary rights - including any claims for balances - to the supplier by way of security, without any other special declarations being required. If the goods which are subject to retention of title are resold with other items without an individual price being agreed for the goods which are subject to retention of title, then the purchaser assigns that part of the overall claim for the price to the supplier which corresponds with the price of the goods which are subject to retention of title invoiced by the supplier.

6.4 The purchaser is permitted to process the goods which are subject to retention of title or to mix or combine them with other items. The processing takes place for the supplier. The purchaser will hold the new item which arises as a result of this in safe custody for the supplier with the care of a reputable trader. The new item will be deemed to be goods subject to retention of title. The supplier and purchaser are already in agreement that in the event that the goods are combined or mixed with other items which do not belong to the supplier, the supplier will in all cases be entitled to co-ownership of the new item at the amount of the share which arises from the ratio of the value of the combined or mixed goods which are subject to retention of title to the value of the other goods at

the time of combining or mixing. To this extent the new item will also be deemed to be goods subject to retention of title. The regulation regarding the assignment of claims under point 6.3 also applies to the new item. However, the assignment only applies up to the amount which corresponds with the value of the processed, combined or mixed goods which are subject to retention of title invoiced by the supplier. If the purchaser combines the goods which are subject to retention of title with property or moveable goods, then the purchaser also assigns its claim to which it is entitled as remuneration for the combination to the supplier together with all ancillary rights by way of security at the amount of the ratio of the value of the combined goods which are subject to retention of title to the other combined goods at the time of combining without any other special declarations being required.

6.5 The purchaser is authorised to collect assigned claims from the resale until this right is revoked. If there is just cause, in particular in the event of default of payment, cessation of payments, opening of insolvency proceedings, protest of a bill of exchange or justified indications pointing to excessive indebtedness or the threat of bankruptcy on the part of the purchaser, the supplier will be entitled to revoke the purchaser's authority to collect funds. Following advance warning with a reasonable notice period the supplier may also disclose the assignment of the security, realise the assigned claims and demand disclosure of the assignment of the security by the purchaser to the customer.

6.6 The purchaser must notify the supplier without delay in the event of attachment, seizure or other disposals or third-party interventions. In the event that prima facie evidence is furnished of a justified interest the purchaser must provide the necessary information to the supplier which permits the latter to assert its rights against the customer and must also hand over the required documents.

6.7 In the event of breaches of obligation on the part of the purchaser, in particular in the event of default of payment, the supplier is entitled to take back the goods and to withdraw from the contract following the unsuccessful lapse of a reasonable time limit for performance set for the purchaser; the statutory provisions on dispensing of the requirement to set a time limit remain unaffected by this. The purchaser is under an obligation to return the goods. Taking back the goods and/or asserting the retention of title or attachment of the goods subject to the retention of title by the supplier do not constitute a withdrawal from the contract unless the supplier has expressly declared this.

7 Deadlines for the supply of goods and services; default

7.1 Delivery deadlines which have not been expressly agreed as binding in writing by the supplier with the purchaser are solely information which is non-binding. In the event of doubt the delivery deadline starts with the sending of the order confirmation by the supplier.

7.2 The meeting of deadlines for supplies of goods is conditional upon the timely receipt of all documents and required permits and approvals to be provided by the pur-

chaser, in particular plans, plus adherence to the agreed payment terms and other obligations by the purchaser. If these conditions are not met on time then the deadlines shall be extended appropriately; this will not apply if the supplier is responsible for the delay.

7.3 If the inability to meet agreed delivery deadlines is due to force majeure, e.g. mobilisation, war, riot or other similar events, such as strike or lock-out, then the deadlines will be extended appropriately. The same applies to cases where the supplier receives its own supply late or does not receive appropriate supplies from its own supplier.

7.4 If the supplier is culpably in default then the purchaser may - provided that it is able to provide evidence that it has suffered damage or loss - demand compensation for each full week of the default of 0.5%, up to a maximum total of 5% of the net price for that part of the supplies which were not able to be put into operation appropriately on account of the default.

7.5 Claims for compensation by the purchaser on account of delivery delays as well as claims for compensation in lieu of performance which exceed the limits stated in point 7.4 are excluded in all cases of delayed delivery, including following the lapse of any time limit set for the supplier to deliver. This does not apply to cases of mandatory liability imposed in cases of wilful intent, gross negligence or on account of injury to life, limb or health. The purchaser may only withdraw from the contract within the scope of the statutory regulations provided that the supplier is responsible for the delay to the delivery. There is no change in the burden of proof to the detriment of the purchaser associated with the aforementioned regulations.

7.6 At the supplier's request the purchaser is under an obligation to declare within a reasonable period whether it intends to withdraw from the contract on account of the delay to the delivery or still wishes to accept the delivery.

7.7 If dispatch or delivery are delayed by more than one month at the purchaser's request following notification of readiness to ship, the purchaser may be charged a storage fee for each additional new month of 0.5% and up to a maximum total of 5% of the price for the items in the delivery. The parties to the contract are free to provide evidence that storage costs were higher or lower.

8 Transfer of risk

8.1 Deliveries are "ex factory" unless the supplier has expressly agreed otherwise with the purchaser. The risk of accidental destruction or of accidental deterioration of the item delivered by the supplier therefore passes to the purchaser with the handover to the carrier or with collection by the carrier, unless the supplier has expressly accepted responsibility in writing for shipping or assembling the item delivered. This also applies in the event that partial deliveries are made.

8.2 In the case of deliveries with installation or delivery the risk will pass to the purchaser on the day that these are incorporated into own operations or, if agreed, following a faultless test operation.

8.3 If the dispatch, delivery, start or implementation of the installation or assembly, incorporation into own operations or test operation are delayed on grounds for which the purchaser is responsible, or if the purchaser is in default of acceptance on other grounds, then the risk will pass to the purchaser at the time that the default of acceptance occurs.

9 Acceptance

9.1 The purchaser may not refuse to accept deliveries for negligible defects.

9.2 Partial deliveries may be made provided that these are reasonable for the purchaser.

10 Installation and assembly

The following regulations apply to installation and assembly unless otherwise agreed in writing:

10.1 The purchaser will be responsible for and provide the following at its own expense:

- a) all groundwork, construction work and other ancillary work which is not part of the industry, including provision of the required skilled and auxiliary personnel, construction materials and tools,
- b) the utensils and materials required for assembly and commissioning, such as scaffolds, lifting and other equipment, fuels and lubricants,
- c) power and water at the usage point, including the connections, heating and lighting,
- d) premises at the assembly point suitable for storing machine parts, equipment, materials, tools etc., which are sufficiently large and dry and can be locked, and appropriate workspaces and recreation rooms for the assembly staff, including sanitary facilities which are suitable under the circumstances; in addition the purchaser must also implement the same measures to protect the possessions of the supplier and of the assembly staff on the construction site that it would implement for the purposes of protecting its own possessions,
- e) protective clothing and protective equipment which are required as a result of special circumstances at the assembly point.

10.2 Prior to the start of the assembly work the purchaser must provide the information required on the location of any concealed electricity, gas and water pipes or similar installations, as well as the required statistical information without being requested.

10.3 Prior to the start of the installation or assembly the supplies and items required in order for the work to commence must be in place at the installation or assembly point, and

all preliminary work must have progressed adequately prior to the start of construction so that the installation or assembly can be started and carried out without interruption in line with the agreement. Approach paths and the installation or assembly location must be evened out and cleared.

10.4 If the installation, assembly or commissioning are delayed under circumstances for which the supplier is not responsible, then the purchaser shall bear the reasonable costs for waiting times and additional journeys required by the supplier or the assembly staff.

10.5 The purchaser must certify the length of the assembly staff's working hours weekly and the end of the installation, assembly or commissioning to the supplier without delay.

10.6 If the supplier demands acceptance of the delivery following completion then the purchaser must provide this within two weeks. If this does not occur then the acceptance is deemed to have been provided. The acceptance is also deemed to have been provided if the delivery has been used - where applicable following the end of an agreed test phase.

11 Software

11.1 Through the transfer of the software provided by the supplier ("supplier software") including the documentation then unless otherwise agreed in an individual case, the purchaser acquires a simple, non-transferable and non-exclusive licence without any right to grant sub-licences and exclusively for its own use in accordance with the regulations. Furthermore subject to the subsequent regulations the purchaser is not entitled to develop the supplier software, in particular to edit, engineer or otherwise to adapt it, or to distribute, reproduce or lease out the software.

11.2 The purchaser is only entitled to reproduce the software provided that the relevant reproduction is required for the usage as intended in accordance with this regulation as well as for backup purposes; however, only one single backup copy may be produced and stored which must be labelled as such as a backup of the supplier software and must be provided with the manufacturer's label accompanying the programme documentation. Beyond this the purchaser is not entitled to duplicate the supplier software or disassemble it or have it disassembled.

11.3 The purchaser may only dispose of a work copy of the supplier software transferred to it to a third party ("acquirer") with the following specifications, whereupon it will itself no longer be entitled to any rights of usage:

a) The acquirer may only deploy the supplier software within the framework of a simple, non-transferable and non-exclusive licence without any right to grant sub-licences and exclusively for its own use in accordance with the regulations.

b) The acquirer is only entitled to reproduce the software provided that the relevant reproduction is required for the usage as intended in accordance with this regulation as well as for backup purposes; however, only one single backup copy may be produced and

stored which must be labelled as such as a backup of the supplier software and must be provided with the manufacturer's label accompanying the programme documentation.

c) The acquirer may only dispose of the work copy of the supplier software under the conditions of 11.3.

11.4 No more extensive rights are granted to the purchaser.

11.5 A contractual penalty shall be payable at the amount of three times the list price in the event that the purchaser breaches any of the preceding obligations. In addition the supplier will also be entitled to terminate the contract without notice for just cause. The right to pursue more extensive claims, in particular for instance under the Copyright Act as well as other claims for compensation, remains reserved for the supplier.

12 Material defects

The supplier is liable for material defects as follows:

12.1 All those parts or services which feature a material defect must at the supplier's discretion be repaired or delivered or provided as new, provided that they were already present at the time of the transfer of risk.

12.2 Claims for supplementary performance expire 12 months from the statutory commencement of the limitation period: the same applies to withdrawal from the contract and reduction in the price. This period does not apply if the law prescribes longer periods in accordance with Sections 438 sub-section 1 No. 2 (buildings and items used for buildings), 479 sub-section 1 (rights of recourse) and 634a sub-section 1 No. 2 (construction defects) BGB, or in the event of wilful intent, malicious concealment of the defect or in the event that warranted features are not complied with. The statutory regulations on suspension of the expiry, delay and any restart of the periods remain unaffected by this.

12.3 Notifications of defects must be provided by the purchaser in writing without delay.

12.4 In the event of a notification of defects the payments may be withheld by the purchaser in reasonable proportion to the material defects that have occurred. The purchaser may only withhold payments if a notification of defects is made for which there can be no doubt as regards the justification for this. The purchaser has no right to withhold payments if its claims for defects have expired. If the notification of defects is made without justification, the supplier shall be entitled to demand compensation from the purchaser for the expenditure that it has incurred.

12.5 The supplier must be granted the opportunity to implement supplementary performance within a reasonable period of time.

12.6 If the supplementary performance fails the purchaser may withdraw from the contract or reduce the remuneration, without prejudice to the claims for compensation under point 12.11.

12.7 No claims for defects exist in the event of a mere negligible deviation from the agreed features, a mere negligible impairment in its usability, natural wear and tear or damage which arise following the transfer of risk as a result of defective or negligent handling, excessive strain, improper operating equipment, defective construction work, unsuitable foundations, or special external influences which are not provided under the contract or for software errors which cannot be reproduced. The purchaser acknowledges that the software provided features a significant level of complexity and that it may contain smaller deviations which cannot be corrected. As a result the supplier does not warrant that the goods under the contract will operate without error or interruption at all times. Software which is usable in terms of its essential and prevailing functions for the purposes of the programme description and operating instructions does therefore essentially correspond with the features as agreed under the contract. The only errors which can be subject to the warranty are functional faults (deviations) which go beyond this.

12.8 In the event that changes or repair work are carried out improperly by the purchaser or by third parties then there will also be no claims for defects for these and for the consequences resulting from them.

12.9 Claims of the purchaser on account of the expenditure required for the purposes of supplementary performance, in particular transportation, travel, labour and material costs are not permitted, where the expenditure increases as a result of the item subsequently being delivered to a different location to the purchaser's branch, unless the delivery is in accordance with its intended purpose.

12.10 Rights of recourse of the purchaser against the supplier in accordance with Section 478 BGB (Recourse of the entrepreneur) only exist to the extent that the purchaser has not entered into any agreements with its own customer which go beyond the statutory claims for defects. Point 12.9 also applies accordingly in relation to the scope of the purchaser's right of recourse against the supplier in accordance with Section 478 sub-section 2 BGB.

12.11 Claims for compensation on the part of the purchaser on account of a material defect are not permitted. This does not apply to instances of malicious concealment of the defect, non-compliance with a warranted feature, injury to life, limb, health or freedom or to a wilful or grossly negligent breach of obligation on the part of the supplier. There is no change in the burden of proof to the detriment of the purchaser associated with the aforementioned regulations. More extensive or different claims on the part of the purchaser in the event of a material defect than those governed in these T&Cs are not permitted.

13 Industrial property rights and copyrights; defects of title

13.1 Unless otherwise agreed the supplier is solely under an obligation to provide the delivery in the country of the delivery location free from third-party industrial property rights and copyrights (hereafter: property rights). If a third party asserts justified claims

against the purchaser on account of a breach of property rights through deliveries provided by the supplier in accordance with the contract, the supplier shall be liable to the purchaser within the period determined in point 12.2 as follows:

- a) The supplier will at its discretion and at its own expense either obtain a right of use for the relevant deliveries which allows it to change them in such a way that there is no breach of the property right or exchange it. If the supplier is unable to do this under reasonable conditions then the purchaser is entitled to statutory rights of withdrawal from the contract or a reduction in the price.
- b) The supplier's obligations to pay compensation is determined by point 15 of these T&Cs.
- c) The aforementioned obligations of the supplier only exist to the extent that the purchaser informs the supplier of the claims asserted by the third party without delay and in writing, does not acknowledge that there has been a breach and all defensive measures and options for negotiating a settlement remain reserved to the supplier. If the purchaser discontinues usage of the items delivered on grounds of mitigation of damage or on other important grounds, it is under an obligation to notify the third party of the fact that there is no acknowledgement of a breach of a property right associated with the discontinuation of usage.

13.2 The purchaser is not permitted to assert any claims if it is responsible for the breach of the property right.

13.3 The purchaser is also not permitted to assert any claims if the breach of the property right is caused by particular specifications of the purchaser, application which was not foreseeable for the supplier or through the fact that the items supplied have been changed or used by the purchaser in conjunction with products not delivered by the supplier.

13.4 The regulations in points 12.4, 12.5 and 12.10 also apply accordingly to the purchaser's claims in the event of a breach of property rights governed in point 13.1 a.

13.5 The regulations in point 12. apply accordingly in the event of other defects of title.

13.6 More extensive or different claims of the purchaser against the supplier and its vicarious agents on account of a defect of title than those governed in this point 13 are not permitted.

14 Impossibility; amendment of the contract

14.1 The purchaser is entitled to demand compensation if delivery is impossible unless the supplier is not responsible for this impossibility. However, the purchaser's claim for compensation is limited to 5% of the value of that part of the delivery which cannot be put into operation as intended on account of the impossibility. This limitation does not apply in the event of mandatory liability in cases of wilful intent, gross negligence or due to injury to life, limb or health; there is no change in the burden of proof to the detriment of the

purchaser associated with this. The purchaser's right to withdraw from the contract remains unaffected by this.

14.2 To the extent that unforeseeable events for the purposes of point 7.3 significantly change the economic significance or the content of the delivery or have a significant impact on the supplier's operations then the contract will be reasonably amended with due regard to the principle of good faith. If this is not reasonable from an economic point of view then the supplier shall be entitled to withdraw from the contract. If it does wish to exercise this right of withdrawal then it must notify the purchaser of this fact once the consequences of the event have been recognised, including in those cases where an extension to the delivery deadline had initially been agreed with the purchaser.

15 Other claims for compensation, limitation

15.1 The purchaser has no right to claim compensation on any legal grounds whatsoever, in particular on account of a breach of obligations from the contractual obligation or of tortious acts.

15.2 This does not apply in the event of mandatory liability, e.g. under the Product Liability Act, in the event of wilful intent or gross negligence, or of injury to life, limb or health or of a breach of essential contractual obligations. However, the claim for compensation on account of a breach of essential contractual obligations is limited to foreseeable damage which is typical for the contract, unless there is wilful intent or gross negligence or liability is assumed for injury to life, limb or health. There is no change in the burden of proof to the detriment of the purchaser associated with the aforementioned regulations.

15.3 If the purchaser is entitled to claims for compensation these will expire once the limitation period applicable under point 12.2 lapses. The same applies to the purchaser's claims associated with actions to prevent damage (e.g. product recalls). The statutory regulations on limitation apply to claims for compensation under the Product Liability Act.

15.4 The supplier is also only liable in accordance with points 15.1 to 15.3 for the loss of data and programmes and restoration of these, and only to the extent that the loss could not have been prevented through reasonable precautionary measures by the purchaser, in particular daily saving of backup copies for all data and programmes, i.e. limited to the costs of re-entry.

16 Place of fulfilment, place of jurisdiction

16.1 The place of fulfilment is the supplier's registered office unless otherwise stated through this contract.

16.2 The place of jurisdiction for all legal disputes which arise indirectly or directly from the contractual relations to which these T&Cs give rise is Berlin, unless a different local

jurisdiction arises mandatorily under the law. However, the supplier is entitled at its discretion also to bring an action against the purchaser at its place of business or at the location of its branch or at the court of the place of fulfilment.

17 General provisions

17.1 In case of doubt the German version shall have overriding priority in the event of any discrepancies between the German and English versions of these T&Cs.

17.2 German law applies exclusively to any disputes arising from this contractual relationship and to the contractual relations between the supplier and purchaser, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws.

17.3 In the event that any provision in these terms and conditions and in the additional agreements made is or becomes ineffective this will not affect the effective nature of the remaining terms and conditions. The partners to the contract are under an obligation to replace the ineffective provision with a regulation which most closely approximates the ineffective provision in terms of its economic success. The same applies accordingly to loopholes in the regulations.