

# General Conditions Of Purchase of Plasser Robel Services GmbH

## 1 Scope of Application

- 1.1 These General Terms and Conditions of Purchase ("**GTCP**") of Plasser Robel Services GmbH ("**PRS**") shall apply to work and any goods ordered from the Supplier ("**Supplies**") and to the provision of services ("**Services**"). The GTCP only apply if the Supplier is an entrepreneur (Section 14 of the German Civil Code [*Bürgerliches Gesetzbuch/BGB*]), a public-law entity or constitutes a public-law special asset. The GTCP apply irrespective of whether the Supplier produces the goods itself or purchases them from its suppliers. The GPC shall apply in particular to the types of contracts pursuant to §§ 433, 650, 631, 611 *BGB*.
- 1.2 These GTCP shall apply exclusively. Any conflicting, deviating or supplementary general terms and conditions of the Supplier are nonbinding on PRS, even if PRS does not expressly object to them or the Supplier declares that it intends to make Supplies only subject to its general terms and conditions, or if these are enclosed with its declaration of acceptance as defined in Clause 2.1 or with the delivery note or order form. Likewise, an unconditional receipt of Supplies or Services by PRS or any payment for Supplies or Services shall not constitute acknowledgment of the Supplier's general terms and conditions.
- 1.3 These GTCP as amended from time to time shall apply as a master agreement, including future contracts on Supplies and/or Services with the same Supplier, without PRS being required to refer to the same in the individual case.
- 1.4 To the extent that individual agreements, such as specific cooperation agreements in master agreements, just-in-time contracts or quality assurance agreements, were entered into with the Supplier in a specific case, they shall prevail over these GTCP. A written contract and/or written confirmation of PRS shall be decisive for the content of such agreement.
- 1.5 Legally relevant statements, declarations or notifications to be made by the Supplier vis-à-vis PRS after conclusion of the contract (e.g. setting of deadlines, reminders, warnings, notices of rescission) shall be made in writing to be effective. Clause 2.1 shall remain unaffected.
- 1.6 Any references to the applicability of statutory provisions shall only serve the purpose of clarification. Accordingly, the statutory provisions apply even without such clarification unless they are directly modified or expressly excluded by these GTCP.
- 1.7 To the extent that written form is prescribed by these GTCP text form and application of the rule of interpretation defined in Section 127 (2) *BGB* shall be excluded.

## 2. Conclusion of contract

- 2.1 Purchase orders and directions ("**Purchase Order**") of PRS become binding not earlier than upon placing of the same or confirmation in text form and may be approved by the Supplier by written declaration within a period of one week of receipt. The relevant point in time for the expiry of the period is when PRS receives the approval. Late approval constitutes a new offer and requires approval on the part of PRS.
- 2.2 Prior to approval the Supplier shall point out obvious errors (e.g. typing or computing errors) and/or missing details in the Purchase Order, including the order documents, for the purpose of correction or completion; otherwise the contract is not deemed concluded.
- 2.3 The approval of Purchase Orders must include all material order data, including but not limited to an exact description of the Supplies and Services ordered, Purchase Order number, Purchase Order date and delivery date. The Supplier shall be responsible for any delays that result from a violation of this provision by the Supplier.

2.4 Modifications of or amendments to Purchase Orders require a clear indication by the Supplier and approval by PRS in writing.

2.5 Offers submitted to PRS are free of charge, irrespective of the preparatory work required.

## 3. Prices. Conditions of Payment

3.1 The price stated in the Purchase Order is binding and excludes subsequent claims or price increases of any kind. All prices are inclusive of the then applicable statutory VAT unless VAT is stated separately.

3.2 Unless agreed otherwise in a specific case, the price includes all Services and ancillary services of the Supplier (e.g. planning, transport, assembly, installation) and all ancillary costs (e.g. for proper packaging, transportation, including transport and third-party liability insurance, if applicable).

3.3 Invoices of the Supplier must be issued as a single copy and include all details stated in Clause 6.3 for the respective Supplies. Invoices must not be enclosed with the shipments.

3.4 Unless otherwise agreed, payments by PRS shall be effected by transfer into the account designated by the Supplier either within 30 days of completed delivery / acceptance of Services and receipt of the invoice with a 3% cash discount or within 60 days without deduction, depending on the subject-matter of the contract. In the case of a bank transfer the date of receipt of the transfer order of PRS by its bank shall be decisive for the timeliness of the payment. PRS shall not be responsible for delays caused by banks involved in the payment transaction. PRS shall not be responsible for delays caused by banks involved in the payment transaction. The above or any other cash discount agreed is also permitted in the case of offsetting or legitimate exercise of rights to withhold payments based on defects. Payment is made subject to subsequent audit.

3.5 PRS may offset or withhold payments and plead non-performance of the contract to the extent provided for by law. In particular, PRS may withhold payments due as long as PRS still has claims against the Supplier in connection with incomplete or defective Supplies. The Supplier shall have a right to offset or withhold payments only with respect to counterclaims that have been ascertained in a non-appealable/ final manner, are undisputed or reciprocal.

3.6 PRS does not owe interest on arrears. Default in payment is governed by the statutory provisions.

3.7 The Supplier shall not be entitled to assign its claims against PRS or have them collected by third parties without PRS's written consent, which shall not be unreasonably withheld. Section 354 a of the German Commercial Code [*Handelsgesetzbuch/HGB*] remains unaffected.

## 4. Supplies. Delivery dates. Performance. Place of performance

4.1 Agreed dates or periods for Supplies/Services are binding. Delivery schedules and shipping instructions must be strictly observed.

4.2 Advance Supplies or Services and Supplies or Services made after the agreed date or outside the delivery hours designated by PRS or other deviations from Purchase Orders, such as partial Supplies or Services shall only be permitted upon PRS's written approval. In the case of agreed partial Supplies the residual quantity that remains to be delivered must be stated on the delivery note.

4.3 The actual receipt at the place of receipt designated by PRS shall be decisive for timeliness of Supplies; the actual acceptance of Supplies including erection, assembly or installation, and of

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related Services by PRS shall be decisive for their timeliness. With regard to Services, successful provision shall be decisive. If the agreed delivery date or period is not met, this shall constitute default on the part of the Supplier, with no separate reminder or warning being required. The Supplier shall immediately notify PRS if and when it becomes apparent that it will not be able to observe the delivery date or period. Taking receipt of late Supplies or Services by PRS does not constitute a waiver of claims for compensation.

4.4 If the Supplier is in default of providing Supplies or Services, PRS shall be entitled to charge a contractual penalty of 1% for each commenced week of delay but not more than 5% of the total contract amount. If no appropriate reservation is made upon taking receipt of Supplies, Services or subsequent performance (pursuant to § 439 BGB), a contractual penalty may be claimed nevertheless until payment of the final invoice. PRS may claim a contractual penalty in addition to performance. Any other claims or rights remain unaffected.

4.5 If the execution period is exceeded as a result of force majeure, PRS may demand delivery from the Supplier at a later date on the originally agreed terms or, after expiry of a reasonable grace period, withdraw from or terminate the contract in whole or in part.

4.6 With regard to quantity, weights or dimensions the figures determined by PRS during the incoming goods inspection shall be decisive unless proven otherwise.

4.7 Within Germany Supplies are effected FCA to the place of performance named in the Purchase Order. The place of receipt designated in the Purchase Order shall be the place of performance for Supplies or Services of the Supplier (debt to be discharged at PRS's place). If no place of receipt is stated and if the same is not obvious from the nature of the obligation, one of the branches of PRS in Freilassing, Munich or Opladen are deemed to be the place of performance. Unless otherwise agreed between the parties, Suppliers whose registered office is abroad shall deliver goods DDP according to the Incoterms® 2020 to a branch of PRS in Freilassing, Munich or Opladen.

4.8 Without PRS's prior written consent the Supplier shall not be entitled to have the Supplies or Services owed by it provided or effected by a third party (e.g. subcontractor). Unless otherwise agreed in a specific case (e.g. limitation to stock), the Supplier shall bear the procurement risk for its Supplies.

## 5. Changes

5.1 PRS may request changes to Supplies or Services or Purchase Orders to the extent that this would not be unreasonable for the Supplier. In such cases any consequences, in particular with regard to additional or reduced costs and delivery dates or periods, shall be agreed by mutual consent.

5.2 If the Supplier wishes to modify and/or amend the delivery item or parts thereof (e.g. deviations from specifications, material, dimensions, production method, place of origin, subcontracting to third parties, etc.), in particular where the previous delivery was in compliance with the standards prescribed by PRS, PRS shall be informed thereof in writing before any such modifications and/or amendments are made. Modifications or amendments by the Supplier shall in any case require PRS's prior written approval.

## 6. Shipping. Passing of risk. Export control

6.1 Der Lieferant hat seine Lieferungen sachgemäß zu verpacken, zu versenden sowie zu versichern und hierbei alle maßgeblichen Verpackungs- und Versandvorschriften einzuhalten. Der Lieferant haftet für alle Schäden, die PRS aus der unsachgemäßen oder ungenügenden Verpackung, Versendung oder Versicherung entstehen.

6.2 The Supplier shall only use transport packaging that can be recycled. In the case of a violation of this obligation PRS shall be entitled to charge the Supplier the costs for disposing of the transport packaging that was delivered contrary to the agreement. Unless prescribed by law, PRS will only be obliged to return packaging material upon express, separate agreement.

6.3 Shipping documents, such as delivery notes or packing lists, shall be enclosed with the shipments. One copy of the delivery note shall be enclosed and include details regarding the date (of issue and dispatch), the contents of the shipment (article number and quantity) and the PRS Purchase Order number.

6.4 Additional costs incurred by PRS due to noncompliance with the foregoing provisions shall be borne by the Supplier.

6.5 The risk of accidental loss or accidental deterioration of Supplies shall pass upon receipt of the Supplies by the incoming department designated by PRS. In the case of Supplies that include setting up or assembly/installation or if an acceptance procedure has been agreed, the risk shall pass upon completion of the acceptance procedure. Also in any other respect, agreed acceptance procedures are governed by the statutory provisions of the law on contracts for work or services.

6.6 Supplies or Services are not deemed accepted, even after a reasonable period set by the Supplier, if a defect exists or if PRS notifies the Supplier of a defect.

6.7 The Supplier shall comply with the relevant export restrictions and inform PRS in writing about any approval requirements regarding (re-)exports of its goods under German, European or U.S. export and/or customs regulations and about the export and customs regulations of the country of origin of its goods immediately when placing the Purchase Order. For this purpose, the Supplier shall provide at least the following details for each individual item concerned in its offer, order confirmation and invoice:

- export list number according to Annex AL to the German Foreign Trade and Payments Ordinance [*Außenwirtschaftsverordnung/AWW*];
- ECCN (Export Control Classification Number) for U.S. goods as defined in the U.S. Export Administration Regulations (EAR);
- non-preferential origin of its goods and their components, including technology and software.

The Supplier shall reimburse PRS any additional costs and compensate PRS for any other damage caused to it by incomplete or incorrect information to the extent the Supplier is responsible for the same.

## 7. Quality / documentation

7.1 The goods must comply with the then applicable statutory provisions (e.g. the German Equipment and Product Safety Act [*Geräte- und Produktsicherheitsgesetz*] and the Machinery Directive), relevant regulations, rules, policies and guidelines (e.g. accident prevention regulations), German Industrial Standards [*DIN-Normen*] and other accepted state-of-the-art rules of technology, as well as all relevant regulations, directives and provisions regarding environmental protection and shall be fit and suitable for the designated use and marked accordingly. The Supplier warrants compliance with the relevant public-law regulations as a specific quality agreement.

7.2 The Supplier shall carry out quality controls that are appropriate in terms of type and scope and shall use a state-of-the-art quality management system. The Supplier shall document such quality control; the documentation shall be archived for a minimum of ten years and free copies thereof must be made available to PRS upon request.

7.3 The Supplier shall hand over to PRS any and all technical

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documentation, inspection certificates, operating and maintenance instructions, drawings, technical data sheets, product safety sheets, conformity certificates and other supporting documentation at the agreed date, however no later than at the time of delivery.

## 8. Spare parts

The Supplier is obliged to keep spare parts for the products delivered to PRS in stock at its own expense for a period of at least 10 (ten) years after delivery. If the Supplier intends to discontinue production of such spare parts, it shall notify PRS thereof without undue delay, but at least 12 (twelve) months prior to the discontinuation of production.

## 9. Use of documents and items of PRS

9.1 All documents and items of any kind provided by PRS to the Supplier, including but not limited to production documents, means of production, models and tools, remain the property of PRS. They may only be used for executing the Purchase Orders of PRS. Disclosure to third parties, in particular subcontractors, is not permitted. The Supplier is not entitled to make reproductions or copies. The Supplier has no right to withhold documents or items of PRS. PRS is entitled to separate its property or demand surrender of its property at any time. For this purpose, the Supplier shall grant employees of PRS access during normal business hours.

9.2 As soon as possession of the documents or items provided is no longer necessary or any time at PRS'S request, documents or items provided (including any copies and reproductions as well as materials created by the Supplier itself which allow conclusions to be drawn from documents or items provided) must, at PRS's option, either be returned to PRS at the Supplier's cost or, upon express notification by PRS, be demonstrably destroyed. The Supplier shall confirm in writing that it has returned or destroyed the documents and/or items in the way described above.

9.3 Products that the Supplier made according to design principles and/or design documents of PRS and products made by means of production owned or financed in whole or in part by PRS may only be delivered to PRS. The Supplier shall not make Supplies to third parties, not even after the end of the contract.

9.4 To the extent that the Supplier reworks or converts items provided by PRS into new movable items PRS is deemed to be their producer.

In the case that items are combined or inseparably amalgamated with other items PRS shall acquire co-ownership in the new item in the proportion of the value the items had at the time of combination or amalgamation. If items are combined or amalgamated in such a way that the Supplier's items have to be considered the principal item, the Parties agree that the Supplier transfers co-ownership to PRS on a pro-rata basis and the Supplier shall keep the co-owned item(s) for PRS free of charge. The same shall apply if PRS processes Supplies so that PRS is deemed the producer and acquires ownership in the Supplies as provided for by law, no later than upon processing.

## 10. Rights of PRS in the case of defects in Supplies/Services under a purchase contract or contract for work or services. Recourse against Suppliers

10.1 The Supplier warrants that any Supplies and Services are free from defects as defined in Section 434 and 435 *BGB* (where applicable, in conjunction with Section 650 *BGB*) or Section 633 *BGB*, are of the agreed quality and, in particular,

- a) are in conformity with the specifications, samples, drawings and other requested requirements;
- b) are suitable for the specific types of use and operation for which they were ordered by PRS;
- c) are state-of-the-art;

- d) fulfil all applicable statutory requirements and standards, in particular with regard to the environment and safety, as well as labour laws and regulations;
- e) are free from errors, in particular errors in design, production and material;
- f) are of a quality that is customary in the market and are suitable for ordinary use;
- g) meet the requirements of Clause 7.

10.2 In derogation from Section 442 (1) second sentence *BGB* PRS may also assert claims for defects without limitation if PRS was not aware of the defect at the time of conclusion of the contract due to gross negligence.

10.3 The Supplier shall be liable for defects in Supplies/Services under a purchase contract or a contract for work or services for a period of three years from the date the risk passed. For structures and works the purpose of which is to provide planning or monitoring services for the same or for items used for a structure in accordance with their ordinary use that have caused its defectiveness the statutory limitation period shall, in derogation from sentence 1, be five years from acceptance.

10.4 The legal duty to inspect incoming goods and notify defects shall be governed by the statutory provisions (Section 377 and Section 381 *HGB*) subject to the following proviso: PRS's duty to inspect goods is limited to defects that become apparent in the course of the incoming goods inspection when inspecting the exterior of the goods including the shipping documents or in the course of spot checks as part of the quality check (e.g. transport damage, wrong Supplies or short Supplies). Where an acceptance procedure has been agreed, PRS shall be under no obligation to inspect the goods. In any other respect, the decisive factor is the extent to which an inspection is reasonable in the ordinary course of business in view of the circumstances of the specific case. The duty to notify defects that are detected later shall remain unaffected. Notwithstanding the duty to inspect incoming goods notice by PRS (notification of defects) shall in any case be deemed given without undue delay and in a timely manner if given within seven working days after detection or, in the case of apparent defects, of delivery.

10.5 Except for the inspection of the exterior in the course of the incoming goods inspection, another check of items designated for installation or assembly for the purpose of uncovering defects that could not be identified during the incoming goods inspection may take place after installation or assembly during the initial test run.

10.6 The Supplier warrants that a comprehensive outgoing goods inspection be carried out at its own costs before any delivery. PRS may request reports and material certificates from the Supplier at any time.

10.7 PRS shall be entitled to the statutory claims for defects without any restriction. PRS shall be entitled to request, at its option, that the Supplier remedy the defect or deliver an item that is free from defects or produce a new work as subsequent performance. PRS expressly reserves the right to claim damages, including but not limited to the right to claim damages in lieu of performance.

10.8 If Supplies are defective the Supplier shall bear any expenses (including transport, travel, sorting, handling, material and labour costs) arising in the course of subsequent performance, including but not limited to costs of installation and deinstallation. Upon PRS's request the Supplier itself shall remove the defective item and assemble or install the improved item or delivered replacement item.

10.9 The costs incurred by the Supplier for inspection and subsequent performance as defined in Clause 9.7 shall be borne by the Supplier also if it turns out that there has actually been no defect. Liability for damages in the case of an unjustified request for repair of defects shall remain unaffected, however, PRS shall only be

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liable to the extent that it did notice or, due to gross negligence, did not notice that there was no defect.

- 10.10 If the Supplier fulfils its obligation to provide subsequent performance by means of substitute delivery, the limitation period for the replacement goods shall start anew upon delivery. This shall also apply in the case of rectification of defects by subsequent improvement, unless the Supplier, at the time of effecting the subsequent improvement, expressly and correctly reserved its right to carry out the subsequent improvement only as a gesture of goodwill, to avoid disputes or in the interest of a continuation of the supply relationship.
- 10.11 If the Supplier fails to fulfil its obligation to provide subsequent performance within a reasonable period set by PRS, PRS may remedy the defect by itself or have the defect remedied by a third party and claim reimbursement of or a reasonable advance for the necessary expenses to be incurred in this context from the Supplier. If subsequent performance by the Supplier fails or is unreasonable to accept for PRS (e.g. due to particular urgency, putting at risk the operational safety or threat of disproportionate damage) no period needs to be set; PRS shall notify the Supplier of such circumstances without undue delay, if possible beforehand. In particular where Supplies are already in the production process of PRS or of a customer, subsequent performance by the Supplier is assumed unreasonable .
- 10.12 In addition to claims for defects PRS shall be entitled to the statutory rights of recourse within a supply chain (recourse against Suppliers pursuant to Sections 445a, 445b or Section 478 BGB) without limitation. In particular, PRS is entitled to claim from the Supplier the specific type of subsequent performance (improvement or substitute delivery) that PRS owes its customer in the individual case. The statutory option right (Section 439 (1) BGB) of PRS is not affected thereby.
- 10.13 Before PRS accepts or fulfils a claim based on a defect brought by its customer (including reimbursement of expenses as laid down in Section 445a (1) and Section 439 (2) and (3) BGB) PRS shall notify the Supplier, briefly describe the facts and circumstances and request a written comment. If the Supplier fails to submit a substantiated comment within a reasonable period of time and if no amicable solution is reached, the claim based on a defect actually acknowledged by PRS shall be deemed owed to the customer. In such a case the Supplier shall be responsible for proving the contrary.
- 10.14 Claims by PRS related to recourse against the Supplier shall exist also in cases where the goods have been processed before being sold by PRS or any of its customers, e.g. by integration into another product or in any other way.
- 10.15 The place of subsequent performance shall be one of the branches of PRS in Freilassing, Munich or Opladen. In derogation from the foregoing the place where the products are located may be, at PRS's option, the place of subsequent performance.

## 11. Rights of PRS in the case of breach of duties under employment contracts

In derogation from Clause 9 the rights of PRS regarding a breach of duties under employment contracts shall be subject to the statutory provisions.

## 12. Product liability. Insurance cover

- 12.1 The Supplier shall check its Supplies thoroughly for defects and do anything to avert product liability. If PRS is held liable by a third party for defectiveness of a product and if the defect is in whole or in part based on defective Supplies from the Supplier, PRS may demand to be held harmless vis-à-vis the third party in lieu of compensation for the entire damage. The Supplier's obligation to pay damages shall also include the costs of a precautionary recall to prevent damage, provided that this is expedient.

- 12.2 The Supplier shall take out and maintain insurance with a recognized insurance company to adequately cover its obligations vis-à-vis PRS resulting from Purchase Orders placed by PRS. The Supplier undertakes in particular to take out and maintain general third-party liability insurance cover of at least EUR 5,000,000,000 per incident and calendar year and product liability insurance cover of at least EUR 5,000,000,000 per incident and EUR 10,000,000,000 per calendar year.

- 12.3 The Supplier shall, without undue delay, provide PRS with free copies of such insurance policies upon request.

## 13. Provision of work

Persons who carry out work on the premises of PRS in performance of the contract must observe the provisions of PRS's then applicable plant rules . Any liability for accidents of such persons on the premises of PRS shall be excluded unless caused by willful or grossly negligent breach of duties by the legal representatives or agents [*Erfüllungsgehilfen* as defined in Section 278 BGB] of PRS.

## 14. Third-party property rights

- 14.1 The Supplier shall indemnify PRS against any and all liability resulting from infringements of patents, copyrights, business secrets or other industrial property rights of third parties caused by the Supplier's Supplies or Services. In such a case the Supplier shall bear all costs and payment obligations of PRS. This shall not apply where the Supplier proves that it is not responsible in this respect.

- 14.2 The Supplier is not entitled to recognize claims of third parties and/or to enter into any agreements with third parties regarding such claims without PRS's written consent.

Furthermore, the Supplier shall at its own cost procure for PRS the right to continued use of the Supplies or, to the extent that it is reasonably acceptable to PRS, modify the Supplies in such a way that the infringement of the proprietary right no longer exists.

## 15. Secrecy

- 15.1 The Supplier undertakes to keep secret all business secrets of PRS which become known to it due to the business relationship and to disclose them only to persons who need to be involved to execute the ordered Supplies and only to the extent that an equal obligation to maintain secrecy has been duly imposed upon those persons beforehand. Exempt from this obligation shall be confidential information that This duty does not apply to Confidential Information that:

- was provably known to the Supplier at the time of conclusion of the contract or is subsequently made known to it by third parties through no violation of non-disclosure agreements, statutory provisions or official orders;
- is publicly known at the time of conclusion of the contract or is made known to the public thereafter unless based on a violation of this contract;
- must be disclosed on the basis of statutory obligations or upon an order of a court or public authority. To the extent permissible and possible the Supplier who is obliged to disclose the information shall notify PRS in advance and give PRS an opportunity to take legal action against the disclosure.

- 15.2 No drawings, models, samples or similar items can be let or made accessible to unauthorised third parties. Reproduction of such items is permitted only as provided for by copyright law and to the extent necessary to fulfil the obligations which the Supplier is required to fulfil.

- 15.3 The obligation to maintain secrecy as defined in Clauses 15.1 and 15.2 continue to apply even after termination of the business relationship for a period of five years but no longer than until the information becomes known to the general public through no

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violation of a non-disclosure agreement, statutory provision or official order.

15.4 Any upstream suppliers must be put under an equivalent secrecy obligation.

## 16. Final provisions

16.1 Any legal relationships between PRS and the Supplier is governed exclusively by the laws of the Federal Republic of Germany; the provisions of UN Sales Convention (CISG) are excluded.

16.2 If the Supplier suspends payments, if a provisional insolvency administrator is appointed or insolvency proceedings are opened over the Supplier's assets, PRS will be entitled to rescind the contract in whole or in part or to terminate the contract. In that case PRS may use the existing facilities to continue work or the Supplier's Supplies and Services already provided against payment of reasonable compensation. In addition, PRS is entitled to the rights under Section 321 *BGB*.

16.3 If the Supplier is a merchant [*Kaufmann*] as defined in the German Commercial Code (*HGB*), a public-law entity or constitutes a public-law special asset, the registered office of PRS shall be the exclusive, including international, place of jurisdiction for all disputes directly or indirectly arising out of the contractual relationship. However, PRS is also entitled to take legal action at the Supplier's general place of jurisdiction or at a special place of jurisdiction, unless Clause 16.4 applies.

16.4 If at the time a party institutes proceedings the Supplier has its registered office neither in the European Union nor in Switzerland, Norway or Iceland, all disputes arising in connection with the relevant supply contract or regarding its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration [Deutsche Institution für Schiedsgerichtsbarkeit e. V./DIS]; recourse to the ordinary courts of law shall be excluded. According to the DIS Arbitration Rules the arbitral tribunal shall consist of a single arbitrator for amounts in dispute up to EUR 100,000 and of three arbitrators for higher amounts in dispute. The place of arbitration shall be Munich. The language of the arbitration proceedings shall be German. The law applicable to the case shall be as defined in Clause 16.1.

16.5 Any modifications of and amendments to these GTCP and/or ancillary agreements must be made in writing. This shall also apply to a waiver of this writing requirement.

16.6 PRS employees are not authorized to amend or deviate from the contents of the contract. This does not apply to organs or *Prokuristen* [authorised officers pursuant to Sec. 49 *HGB*] of PRS or to persons authorised by the same to do so.

16.7 If any of the above provisions is or becomes ineffective, the validity of the remaining provisions shall not be affected. The parties shall replace the ineffective provision by a provision that comes as close as possible to the economic success previously pursued.