

General Conditions of Delivery and Service for Use in Transactions with Business Customers

Issued January 2009

1. Scope of Deliveries or Services

- 1.1. The scope of deliveries or services (e.g. installation, assembly, calibration, repair) shall be governed by mutual written statements. If a contract has been concluded without the existence of such statements, the written acknowledgement of order by HAMEG Instruments GmbH (HAMEG) shall be relevant.
- 1.2. The regulations of the German Institute of Electrical Engineers (VDE) shall apply to all deliveries or services insofar as they are relevant for the safety of the deliveries or services. Deviations from these regulations are permissible insofar as the same scope of safety is ensured by other means.
- 1.3. Any documents, e.g. diagrams, photographs, drawings, specifications of weight, performance specifications in leaflets and data sheets, etc. shall not constitute guarantees within the terms of § 443 BGB (German Civil Code) but a performance description. HAMEG reserves the right to make any alterations due to and justified by technical advancements, even after acknowledgement of order.
- 1.4. HAMEG reserves unrestricted title and copyright to all cost estimates, drawings, technical information, data, manuals and other documentation (hereinafter referred to as documents). The Customer shall not be entitled, without the express prior written consent of HAMEG, to reproduce or copy such documents, nor to make them available to third parties or to disclose them otherwise, nor to use them in any manner contrary to the interests of HAMEG. If the order is not placed with HAMEG, all documents shall be returned immediately to HAMEG upon request. The preceding three sentences shall apply accordingly to the Customer's documents; such documents may, however, be made available to any third parties whom HAMEG has rightfully subcontracted.

2. Prices

- 2.1. Prices for deliveries of price list equipment without the performance of services (for services, cf. para. 7.6) are understood to be:

EXW according to Incoterms 2000, ICC Publication No. 560 ED.

Prices, including commercial packing, are understood to be in euros (€) plus the applicable VAT (value added tax) as well as the taxes, customs duties or charges possibly levied in accordance with other laws. The Customer undertakes to pay or reimburse any such taxes, customs duties or charges that HAMEG has to pay. Any costs arising for the packing of antennas and systems and for any special packing requested by the Customer will be charged separately.

- 2.2. Prices reflect the cost situation at the time of conclusion of the contract. In the event that costs change before the actual date of delivery or performance of service, HAMEG reserves the right to adjust prices provided that the deliveries or services are carried out more than four months after conclusion of the contract.

3. Reservation of Title

- 3.1. Title to delivery items (retained goods) is retained by HAMEG until all claims of HAMEG against the Customer, originating from the business relation, have been satisfied. This shall apply to the extent that reservation of title is permissible under the law of the country in whose territory the delivery items are located. If the law of a country does not allow for reservation of title while permitting the reservation of similar rights, HAMEG shall be entitled to assert such rights, and the Customer shall support all measures taken by HAMEG in order to protect its title to and security interests in the retained goods.

- 3.2. Until such time that HAMEG waives the rights stated in para. 3.1 above, the Customer shall not be entitled to pledge or assign any delivery items. The delivery items may only be resold to resellers in the ordinary course of business, and only if the resellers receive payment from their customers or reserve title until their customers have fully met their payment obligations. If HAMEG title to the retained goods expires because the retained goods are merged with another product, HAMEG shall acquire title to the merged retained goods on a proportional basis, i.e. the proportion of the retained goods as referenced to the other merged products at the time they are merged. Any costs arising from interventions shall be borne by the Customer. If the value of all security interests to which HAMEG is entitled according to para. 3 exceeds the amount of the warranted claims by more than 10%, HAMEG shall waive a corresponding portion of the security interests at the Customer's request.
- 3.3. The Customer shall immediately inform HAMEG in the event of any seizures, attachments or other dispositions or interventions by third parties.
- 3.4. HAMEG shall have the right to withdraw from the contract and take back the delivery items if the Customer violates an obligation, especially in the case of delay in payment; the Customer shall be obligated to return the property. If HAMEG takes back and/or attaches the retained goods, this shall not constitute a withdrawal from the contract, unless expressly stated by HAMEG.
- 3.5. If the delivery items contain software, the Customer shall not acquire title to the software, but only the rights stipulated in para. 8.

4. Terms of Payment

- 4.1. All payments shall be made to HAMEG within 30 days from the date of invoice without any deductions and without any costs arising to HAMEG.
- 4.2. For orders totalling more than € 50,000, a non-interest-bearing 30% down payment plus pro rata VAT shall be effected upon receipt of the HAMEG acknowledgement of order.
- 4.3. For export deliveries, HAMEG reserves the right to claim payment from a letter of credit or documents against payment.
- 4.4. The Customer may set off payments only against such claims that are uncontested or legally effective.
- 4.5. If the Customer is in delay with payment, HAMEG reserves the right to charge annual interest to the amount of 8% above the base interest rate of the European Central Bank, without waiving any other rights, unless the Customer furnishes evidence that only minor or no damage has been incurred by HAMEG.
- 4.6. The place of payment shall be Mainhausen.

5. Periods of Delivery or Service

- 5.1. Para. 1.1 shall apply accordingly to the periods of delivery and/or service (hereinafter referred to as periods of delivery). HAMEG compliance with the periods of delivery and/or service requires that all documents to be furnished by the Customer as well as all necessary permits and releases reach HAMEG in time, that all plans are clarified and approved in time, and that the agreed terms of payment and other obligations are fulfilled. If these requirements are not met in time, the periods of delivery shall be reasonably extended.
- 5.2. The periods of delivery shall be deemed complied with:
 - 5.2.1. For deliveries without the performance of services, if the consignment in working order is dispatched or collected within the agreed delivery time. If delivery is delayed for reasons falling within the Customer's responsibility, the delivery date shall be deemed complied with upon notification of the readiness for dispatch within the agreed time.
 - 5.2.2. For deliveries with the performance of services, if the deliveries and services are performed within the agreed time.

- 5.3. If non-compliance with the periods of delivery can be proved to be due to force majeure, such as mobilization, war, riot, or similar events such as strike, lockout or other unforeseen events, the periods of delivery shall be reasonably extended. The above events shall include any acts decreed by public authorities, such as the refusal of any official authorization that may be required, transport restrictions and restrictions of energy consumption, as well as general shortage of raw materials and common supplies, and any other reasons beyond the control of HAMEG.
- 5.4. In the event that HAMEG is in delay, the Customer may – if they can establish credibly that they have suffered damage owing to the delay – claim, from the third week of delay, liquidated damages to the amount of 0.5% for each full week of delay up to a total of 5% of the value of such part of the deliveries or services that could not be put into operation for the intended purpose due to any constituent delivery items not being completed on time.
- 5.5. Any Customer claims for damages due to delayed delivery as well as any claims for damages in lieu of performance that in total exceed the limit of 5% as stipulated in para. 5.4 shall be excluded in all cases of delayed delivery even after the expiry of any extension granted to HAMEG. However, this shall not apply to cases of intent, gross negligence, or where injuries of life, body or health make liability mandatory, and shall not reverse the burden of proof to the disadvantage of the Customer. According to the legal provisions, the Customer shall only be entitled to withdraw from the contract if HAMEG is responsible for the delay in delivery.
- 5.6. At the request of HAMEG, the Customer shall declare within a reasonable period of time whether they will withdraw from the contract due to the delay and/or whether they will claim damages in lieu of performance, or insist upon delivery.
- 5.7. If the dispatch or delivery is delayed at the Customer's request, the Customer may be charged storage costs to the amount of 0.5% of the invoiced sum for each commenced month, starting one month from the notification of readiness for dispatch. The storage charge shall be limited to a maximum of 5% of the invoiced sum. The contracting parties shall have the option to substantiate higher or lower storage costs.

6. Transfer of Risk

- 6.1. The risk shall pass to the Customer:
 - 6.1.1. For (partial) deliveries without performance of services in accordance with the Incoterms stipulated in para 2.1
 - 6.1.2. For (partial) deliveries with performance of services, on the day the Customer puts the consignment into operation or, if a trial run has been agreed upon, after satisfactory trial run, provided that the trial run or the putting of the consignment into operation by the Customer takes place as soon as the consignment has been installed or assembled and it is ready for operation. Otherwise, the risk shall pass to the Customer as soon as the consignment has been installed or assembled and it is ready for operation.
 - 6.1.3. For any period by which the dispatch, delivery, commencement or performance of the stipulated services is delayed at the request of the Customer or for reasons within their responsibility (default of acceptance). HAMEG will, however, be prepared to undertake the required safeguards at the request and cost of the Customer.
- 6.2. The risk of accidental loss and accidental deterioration of goods supplied by the Customer shall be borne by the Customer.

7. Services

- 7.1. Unless otherwise agreed in writing, the following provisions shall apply to any kind of services (e.g. installation, assembly, repair, calibration). The Customer shall provide at their expense and in due time:
 - 7.1.1. Supporting personnel such as unskilled workers and, if necessary, bricklayers, carpenters, locksmiths, crane operators and other skilled workers with the necessary number of appropriate tools.

- 7.1.2. All excavation, foundation, construction, masonry, scaffolding, plastering, painting and other work outside the HAMEG line of business, including the materials required.
- 7.1.3. All items and materials required for installing and putting the object into operation, such as scaffolding poles, wedges, supports, cement, plastering and sealing materials, lubricants, fuels, etc; moreover, scaffolds, lifting and other devices.
- 7.1.4. Power supply and water including the necessary outlets at the point of use, as well as heating and general lighting.
- 7.1.5. At the installation site, sufficiently large, suitable, dry and lockable rooms for storing machine parts, equipment, materials, tools, etc, as well as adequate workrooms and break rooms, including adequate sanitary facilities, for the personnel employed by HAMEG. For the protection of the property of HAMEG and the personnel employed by HAMEG, the Customer shall take the same measures as for the protection of their own property and personnel.
- 7.1.6. Protective clothing and devices that are required due to special circumstances at the installation site and are not part of the HAMEG line of business.
- 7.1.7. Official authorizations if required.
- 7.1.8. If HAMEG has any objections regarding the quality or suitability of items made available by the Customer for the performance of work or services, and the Customer does not take account of such objections, HAMEG reserves the right to refuse the performance of the work or services and to deny any liability.
- 7.2. Prior to commencing the performance of services, the Customer shall furnish, without being requested to do so, the necessary information on the location of underground electricity, gas and water lines and associated equipment as well as the necessary structural data.
- 7.3. Prior to commencing the performance of services, the required delivery items must be available at the site, and all masonry, carpentry and other preparatory work must be at such a stage as to permit the personnel employed by HAMEG to start the assembly or installation immediately upon their arrival and proceed without interruption. In particular the approach roads and the assembly or installation site must be leveled and cleared, the foundation brickwork must be set and dry, the foundation walls aligned and backfilled; for internal installations, the interior walls and ceilings must be plastered and ready, and doors and windows must be in place.
- 7.4. If the performance of services is delayed by circumstances, particularly at the site or place of installation, for which HAMEG is not responsible, the Customer shall bear any costs for waiting and additional travel by the personnel employed by HAMEG that may be required.
- 7.5. The work time and the material used by the personnel employed by HAMEG shall be certified weekly by the Customer to the best of their knowledge upon presentation of the work and material records. The notification of completion of work shall be given in writing by the personnel employed by HAMEG prior to leaving the site and shall be confirmed immediately by signature of the Customer upon presentation of the notification of completion. A report of putting an installed system into operation and handing it over shall be prepared jointly by the personnel employed by HAMEG and the Customer.
- 7.6. The following conditions shall apply to the invoicing of services of any kind:
 - 7.6.1. The work time shall be invoiced in accordance with the HAMEG services price list valid at the time of performance (hereinafter referred to as Services Price List).
 - 7.6.2. The regular work time for HAMEG personnel is at present 35.0 hours per week as per collective agreement. Unless otherwise agreed in writing with the Customer, the 35.0 hours per week shall be divided as follows:

Monday through Friday 7.0 hours per day, each commenced unit of time (1/10 hour) being charged as a full unit. Normal work hours are between 6:30 a.m. and 5:30 p.m.; any work hours outside this timeframe shall be charged as overtime. Outside Germany, Sundays and public holidays shall be determined by local practice. Days on which there is generally no

work performed shall be considered public holidays. Christmas (three days) and Easter (four days) shall be holidays in any case.

- 7.6.3. The costs of board and lodging and for the use of a motor vehicle shall be invoiced based on the rates of the Services Price List as stated in para. 7.6.1. Incidental travel expenses shall be invoiced according to the actual costs incurred.
 - 7.6.4. Transport costs, e.g. for installation material, tools, scaffolding, machines and measuring instruments, shall be charged in accordance with the actual costs incurred. HAMEG reserves the right to choose the means of transport it considers the most suitable.
 - 7.6.5. The personnel employed by HAMEG shall make their own arrangements for board and lodging. If adequate lodging is not available locally, the Customer shall bear the additional cost of transport between the lodging and the site.
 - 7.6.6. If, for reasons of the nature of the site, the work and material records cannot be confirmed by the Customer (cf. para. 7.5), invoicing by HAMEG shall be based on the unconfirmed work and material records.
 - 7.6.7. Any costs for the supply, for example, of test and measurement instruments or laboratory equipment provided by HAMEG outside the scope of services agreed upon shall be charged on the basis of the Services Price List. Charging shall be per calendar day, and each commenced day shall be charged as a full day.
 - 7.6.8. After three months of uninterrupted work at the site, the personnel employed by HAMEG shall be entitled to a trip home if the site is at least 150 km away from the domicile of the personnel employed by HAMEG. The costs of the trip home and back to the site, including incidental expenses, shall be charged to the Customer.
- 7.7. Interruptions, Additional Services, Adverse Conditions
- 7.7.1. If the personnel employed by HAMEG is not able to work a full work week as stipulated by collective agreement (35.0 hours at present) due to shorter work hours at the Customer's location or for any other reasons attributable to the Customer, the time difference shall be charged as normal work time according to the Services Price List.
 - 7.7.2. If the Customer requests services not covered in the governing contract, such services can be performed only upon written confirmation of HAMEG.
 - 7.7.3. If for reasons beyond the responsibility of HAMEG, the personnel employed by HAMEG must work at times or under circumstances that deviate from the contractually stipulated conditions and that involve additional expenses, such expenses shall be invoiced separately by HAMEG.
 - 7.7.4. Adverse work conditions, for which HAMEG will invoice extra charges, are considered to exist, for example, if work has to be carried out on high buildings – without fixed scaffolding – or if the personnel employed by HAMEG is exposed to a considerable extent to water, mud, dirt, dust, noise, etc, while performing the work.
- 7.8. Accident Prevention Regulations
- 7.8.1. If at an installation site any regulations for the prevention of accidents are to be complied with in addition to those of the Professional Association of Fine Mechanics and Electrical Engineers, the Customer shall inform HAMEG of these regulations in writing.
 - 7.8.2. At installation sites outside Germany, the Customer shall take the protective measures required by the law of their country and any other measures necessary to prevent accidents.
- 7.9. Services Performed at an HAMEG Plant
- 7.9.1. The equipment to be supplied by the Customer must be presented complete, i.e. inclusive of all accessories and, for products of other make, inclusive of operating instructions, manuals and parts lists, and delivered free HAMEG plant. Transport in both directions shall be at the cost and risk of the Customer.

7.9.2. The Customer grants HAMEG the right to remedy defects that only become evident when performing the service. HAMEG shall also be entitled, as a preventive measure, to replace such parts which, in the opinion of HAMEG, are expected to fail within a short time.

7.9.3. Cost estimates shall not be binding and shall be made upon separate agreement.

7.10. HAMEG shall only be liable for the proper performance of services. HAMEG shall not be liable for any work performed by the personnel of HAMEG or by any other agents employed if the work is not associated with the performance of the stipulated services, or if the work is performed at the Customer's request.

8. Software

8.1. HAMEG grants the Customer the non-exclusive right to use the software and associated documentation exclusively for the operation of the hardware provided. The right to use is limited to the agreed period of time; in the absence of such agreement, the right to use shall be unlimited in time. The Customer shall not be entitled to reproduce, modify, complement, compile or recompile the software in whole or in part. The software and the documentation may only be copied for archiving purposes or for purposes expressly authorized by HAMEG in writing; all copies must bear the same copyright notes as the originals.

8.2. The above provisions shall also apply to any modifications or supplements made to the software or associated documentation. If the delivery items are transferred to a third party, the Customer undertakes to impose the above obligations on the third party.

8.3. The software shall exclusively be provided in machine-readable format (object code) and without source code.

8.4. HAMEG shall reserve any other rights to the software and the documentation.

9. Acceptance

9.1. Customer shall accept the contractual deliveries or services even if these deliveries / services exhibit minor defects (acceptance).

9.2. Partial deliveries shall be permitted, insofar as they are reasonable for the Customer.

9.3. If HAMEG demands acceptance of contractual delivery items upon completion, the Customer shall carry out acceptance within two weeks. If the Customer fails to do so, acceptance shall be deemed to have been performed. Acceptance shall also be deemed to have been performed if the delivery items have been put to use – as may be the case after completion of an agreed test phase.

10. Liability for Material Defects

HAMEG shall be liable for material defects as follows:

10.1. HAMEG shall, at its option, rework, replace or reperform free of charge (rectification) any parts or services that show defects within the limitation period, irrespective of the time of operation, if the cause of the defect was present at the time of the transfer of risk.

10.2. Claims for rectification become statute-barred after 12 months from the date of delivery according to para. 6.1 above, and/or acceptance according to para. 9 above. This shall not apply as far as the law provides for extended periods as in §§ 438 para. 1 No. 2 (buildings and items for buildings), 479 para. 1 (claim of recourse) and 634 a para. 1 No. 2 (defects in construction) BGB (German Civil Code) as well as in cases of intent, fraudulent concealment with regard to a defect or non-compliance with a guaranteed quality.

10.3. The Customer shall immediately give detailed written notice of any material defects to HAMEG. HAMEG cannot assume any responsibility for items returned to HAMEG without being requested.

10.4. The Customer shall meet their contractual obligations, in particular the agreed terms of payment. If a complaint in respect of defects is made, the Customer may withhold payment to an amount that is in reasonable proportion to the material defects discovered. The Customer may withhold payment only if the complaint about defects is justified and not contestable. If the notice of defect was unjusti-

fied, HAMEG shall have the right to claim from the Customer reimbursement of the expenses incurred.

- 10.5. HAMEG shall first always be afforded two opportunities for rectification within a reasonable period of time.
- 10.6. Should rectification fail, the Customer can withdraw from the contract or reduce the contract price, notwithstanding any claims for damages according to paras. 10.12 and 12.
- 10.7. Claims in respect of defects shall not arise in the case of minor deviations from the agreed condition, irrelevant impairment of usability, wear and tear, nor in the case of any damage arising after the transfer of risk as a result of improper or negligent handling, excessive stress, unsuitable operational facilities, deficient construction work, inappropriate construction site, and any external influences (e.g. chemical, electrochemical, electrical or atmospheric) which are not provided for according to the contract, as well as in the case of non-reproducible software errors (cf. para. 10.10). Any claims in respect of defects shall also be excluded for any modifications or repairs carried out by the Customer or by third parties, and for the resulting consequences.
- 10.8. Customer claims pertaining to expenses incurred due to rectification, in particular transport, travel, labor and material costs, shall be excluded insofar as expenses increase due to the delivery items being subsequently taken to a location other than the Customer's premises, except where this is in compliance with its proper use.
- 10.9. The Customer shall only have claims of recourse against HAMEG in accordance with § 478 BGB (recourse of the business customer) insofar as there are no agreements between the Customer and their purchaser that go beyond the legal claims in respect of defects. Regarding the extent of the Customer's claim of recourse against HAMEG, para. 10.8 shall apply accordingly.
- 10.10. Software
Software is considered to be defective only if the Customer can prove that there are reproducible deviations from the specifications. A defect shall not be deemed to exist if it does not manifest itself in the latest version supplied to the Customer, and the use thereof by the Customer can reasonably be required.
- 10.11. Calibration
For the calibration of electronic test and measurement instruments and systems, accuracy is derived from standards. The extent of measurements performed is determined by the technical data specified in the relevant equipment manuals. Upon request, values measured will be documented in a test report and confirmed to be correct at the time of measurement. The Customer shall have the right to be present on the premises of HAMEG at the time of measurement to satisfy themselves as to the proper performance of the calibration. The Customer shall not assert any further claims in respect of defects.
- 10.12. Customer claims for damages based on a material defect shall be excluded. However, this shall not apply to cases of fraudulent concealment with regard to the defect, non-compliance with a guaranteed quality, injuries of life, body or health, as well as any intentional or grossly negligent breach of duty on the part of HAMEG, and shall not reverse the burden of proof to the disadvantage of the Customer.

11. Impossibility of Performance, Adaptation of Contract

- 11.1. To the extent that deliveries or services are impossible, the Customer shall have the right to claim damages, unless the impossibility of performance is not attributable to HAMEG. Such claim of the Customer shall, however, be limited to 10% of the value of that part of the deliveries or services that cannot be put into operation for the intended purpose due to the impossibility of performance. This shall not apply to cases of intent, gross negligence or where injuries of life, body or health make liability mandatory, and shall not reverse the burden of proof to the disadvantage of the Customer. The Customer's right to withdraw from the contract shall remain unaffected.
- 11.2. If unforeseen events within the terms of para. 5.3 substantially change the economic value or the contents of deliveries or services, or have a considerable effect on the operation of HAMEG, the contract shall be adequately adapted in accordance with the requirements of good faith. If this is not

justifiable for economic reasons, HAMEG shall have the right to withdraw from the contract. If HAMEG intends to make use of the right of withdrawal, HAMEG shall inform the Customer to this effect immediately upon recognition of the implications of an unforeseen event. HAMEG shall have the right to withdraw from the contract even if an extension of the delivery period has originally been agreed with the Customer.

12. Further Claims for Damages

- 12.1. Any further claims for damages of the Customer, irrespective of their legal basis, arising particularly from the violation of contractual obligations or from tort, shall be excluded.
- 12.2. However, this shall not apply to cases of mandatory liability (e.g. under the product liability law), intent or gross negligence, injuries of life, body or health, or the violation of essential contractual obligations. Compensation for the violation of essential contractual obligations shall be limited to contract-typical, predictable damage, unless there is a case of intent, gross negligence or mandatory liability for injuries of life, body and health. This shall not reverse the burden of proof to the disadvantage of the Customer.
- 12.3. HAMEG or its vicarious agent shall not be liable for any consequential or indirect damage (i.e. damage not incurred on the delivery items themselves), such as loss of profit, loss of production, loss of data due to a software error or loss of interest.
- 12.4. The Customer releases HAMEG from any obligations based on third-party claims, insofar as the Customer is responsible for such claims.

13. Industrial Property Rights and Copyrights / Defects of Title

- 13.1. Unless otherwise agreed, HAMEG shall be obligated to make the delivery free of defects of title such as third-party industrial property rights and copyrights (hereinafter referred to as property rights) only in the country of the place of delivery. In the event of a third party asserting justified claims against the Customer due to the infringement of property rights resulting from the contractual use of HAMEG delivery items, HAMEG shall be liable to the Customer within the period stipulated in para. 10.2 as follows:
 - 13.1.1. HAMEG shall, at its option and cost, either obtain a right to use the delivery items concerned, or modify them to prevent an infringement of property rights, or replace them. If this is not possible for HAMEG under reasonable conditions, the Customer shall have the legal right to withdraw from the contract or reduce the contract price. The Customer cannot demand compensation for fruitless expenses.
 - 13.1.2. The obligation of HAMEG for compensation shall be governed by the provisions of paras. 10.12 and 12.
 - 13.1.3. The above obligations of HAMEG shall only be in force on condition that the Customer immediately informs HAMEG in writing about any claims asserted by third parties, that the Customer does not acknowledge any infringements, and that the right of HAMEG to conduct any defence measures or settlement negotiations shall remain unaffected. If the Customer ceases to use the delivery items for limitation of damage or other important reasons, they shall explicitly inform the third party that the cessation of use is not an acknowledgement of an infringement of property rights.
- 13.2. Claims of the Customer shall be excluded, if they are liable for the infringement of property rights.
- 13.3. Claims of the Customer shall also be excluded, insofar as the infringement of property rights is caused by Customer directives, by unpredictable use, or because of the Customer modifying the delivery items or using them together with products not delivered by HAMEG.
- 13.4. In case of infringement of property rights, the stipulations in paras. 10.4, 10.5 and 10.9 shall also apply to the claims of the Customer stated in para. 13.1.1.
- 13.5. In case of other defects of title, the stipulations in para. 10 shall apply accordingly.
- 13.6. Any further claims of the Customer based on defects of title against HAMEG and its vicarious agents that exceed the claims stated in para. 13 shall be excluded.

14. Applicable Law / Place of Jurisdiction

- 14.1. The contractual relations between HAMEG and the Customer shall be governed exclusively by German law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 14.2. The courts of Offenbach am Main shall have exclusive jurisdiction in case of any disputes arising directly or indirectly from the contractual relationship, provided that the Customer is a businessman, a legal entity under public law, or a special fund under public law. HAMEG shall also have the right to take legal actions at the Customer's domicile.

15. Validity of Contract

- 15.1. Any conditions of the Customer that are in conflict with the conditions hereunder shall not be binding for HAMEG even if HAMEG has not expressly opposed them.
- 15.2. In the event that individual terms of the contract become invalid, the remaining parts shall continue to be effective. This shall not apply if adherence to the contract constitutes an unreasonable hardship for one of the parties.
- 15.3. Any contractual agreements – including collateral agreements – shall be made in writing in order to become effective. This formal requirement can be waived only in writing.