

GENERAL TERMS AND CONDITIONS OF SALE of KERPEN DATACOM GmbH (last updated 05/2021)

1. Scope

1.1 These General Terms and Conditions of Sale shall apply to all contracts, declarations of contracts, goods and services of KERPEN DATACOM GmbH (hereinafter "KERPEN") unless otherwise expressly agreed. These General Terms and Conditions of Sale shall apply also to all future provision of goods and services offers made by KERPEN, even if no separate further agreement has been entered into in respect thereof. However, these Terms and Conditions shall not apply to consumers within the meaning of § 13 German Civil Code (BGB).

1.2 Any general terms and conditions of the Purchaser shall not apply even where KERPEN has not separately objected to them in any individual case. Even if KERPEN refers to any letter or writing containing or referring to the general terms and conditions of the Purchaser or any third party, this shall not constitute consent to the application of such general terms of business. The same shall apply correspondingly in relation to any deliveries or payments.

2. Definitions

2.1 Some of the terms used related to the copper business in contractual documents of KERPEN are not used consistently in the industry. KERPEN, however, endeavors to use terminology consistently in the interests of transparent business relationships and customer communication. In order to avoid difficulties in their interpretation, we refer to the following definitions of the terms. These definitions form part of the contract. If the terms defined below are used in contractual documents, they have the meaning given below:

2.1.1 DEL: Deutsche-Elektrolyt-Kupfer-Notierung für Leitmaterial (German Electrolyte Copper for Conducting Purposes) - current price for copper in EUR, which is calculated and released by a trust agency set up by DEL-Notiz e.V on a daily basis based on the average of various listings.

2.1.2 Effective cross section: The effective cross section is the actual geometric cross section of a conductor (where applicable, inside a cable). Small tolerances are possible due to production processes.

2.1.3 Total price: For copper cables, the total price is generally made up of the adder price and the final sales price for the copper product.

2.1.4 GIRM: The GIRM (Groupement d'Importation et de Répartition des Métaux) publishes a copper value based on the LME. It can be accessed at www.kme.com/fr. The listing is mainly used in France.

2.1.5 Adder price: The adder price gives the price for the cable without the metal content, which is calculated separately.

2.1.6 Copper base/copper base price: The copper base price is a standard value agreed with the customer (e.g. EUR 150/100 kg). Stating the copper base price (e.g. EUR 150/100 kg) is intended to make it easier to compare quotations. On the basis of a hypothetical copper listing of, for example, EUR 150/100 kg, a total price is calculated, which can be compared to other quotations that are calculated based on a different or the same hypothetical copper listing. The actual price to be paid may deviate significantly upwards or downwards depending on the actual copper listing as a considerable copper surcharge may have to be paid in some cases. It is therefore not possible to ascertain the actual invoice amount or a ballpark indication of its amount from this price.

2.1.7 (Copper) premium/fabrication charge/fabrication adder: The term describes the costs incurred when transforming the raw copper ore into a usable form, i.e. up into continuous cast wire rod.

2.1.8 Final sales price for the copper product: The final sales price for the copper product is calculated based on the agreement with the customer. Calculation factors are normally the delivery quantity, the type of cable, the copper sales factor and a copper price model (e.g. low DEL average for the month prior to delivery plus 1% procurement costs).

2.1.9 Copper price model: The copper price model is a copper invoicing model agreed with the customer which determines which amount, taking various factors into consideration, such as a certain listing over a certain period, is to be used as an invoicing value for the copper component when invoicing the customer. Example: 3-month DEL average plus 1% procurement costs.

2.1.10 Copper sales factor: The copper sales factor is a purely commercial calculation factor that is used to calculate the total price of a cable. Although customarily expressed in the business in kg/km, the copper sales factor does not indicate the quantity or weight of the actual copper contained in the cable. It is a purely arithmetic calculation factor that does not give any direct indication of the quantity of copper used in the cable.

2.1.11 Copper surcharge: The copper surcharge is calculated based on the difference between the copper price model agreed with the customer and the copper base price agreed with the customer, which is multiplied by the copper sales factor. The following formula is used to calculate the copper surcharge:

$$\text{Copper surcharge [€/km]} = \text{Copper sales factor [kg/km]} \times \frac{(\text{agreed copper price model [€/100 kg]} - \text{copper base price [€/100 kg]})}{100}$$

2.1.12 LME: Exchange price on the London Metal Exchange, one of the world's largest metal trading centers. The exchange determines global reference and cash settlement prices for metals on a daily basis. The copper premiums, which are determined annually by the trust agency DEL-Notiz e.V. and which are intended to cover the production stages up to the manufacture of the cathode, are included in this price, in contrast to the LME.

2.1.13 MK: The "metal listing for copper" (German: Metallnotierung Kupfer) refers to the metal base price calculated by the largest European manufacturer of semi-finished copper products. The MK price is based on the LME listing plus additional price components and is accessible at www.westmetall.com.

2.1.14 Nominal cross section: Nominal cross section is the cross section specified in certain documents. This does not always correspond to the actual cable cross section, but it is a good basis for standardization and calculations. The electrically effective cable cross section for metal cables is determined by measuring the electrical resistance (generally the DC resistance) and, due to the different constructions of the individual types of cable and additional processing effects, does not categorically correspond to the geometric cable cross section, which would be derived from the nominal cross section and the standard values for specific resistances. It is therefore a nominal value that indicates certain operational characteristics and possible uses. This is to be expressly indicated when using the term.

2.1.15 Nominal: The use of the term "nominal" with reference to a number indicates that it refers to an abstract indicator. The specific number indicated may differ from the actual number; however, a number given as "nominal" indicates an approximate value that is generally present based on the standards and experience.

2.1.16 WME/Westmetall: Westmetall GmbH & Co. KG is an internationally oriented trading company for non-ferrous metals. Its core business is trading the commodity metals copper, tin, nickel and lead as well as copper alloys. Daily prices for these metals are published online at www.westmetall.com. KERPEN uses these mainly for alloys.

3. Contract Formation / Deliveries

3.1 Any contracts for the supply of goods (order and acceptance) shall be valid only if made in writing. If, in any individual case, the Parties make other arrangements or agreements, such arrangements or agreements must be confirmed in writing in detail without delay. Orders must conform to KERPEN's offer or contain express references to any departures therefrom.

3.2 Unless otherwise agreed, call-off orders must be apportioned and accepted by the Purchaser within six months of the formation of the contract with KERPEN or from KERPEN's confirmation of the order. Upon expiry of the acceptance period or where the Purchaser does not make any use of an agreed call-off order within six months of the date the order being issued, after having set a grace period of two weeks, KERPEN shall be entitled, at its option, to either demand immediate acceptance and payment for the goods or to withdraw from the contract or to demand compensatory damages for breach.

3.3 If, subsequently to the conclusion of any contract, any circumstances come to light which justify doubts regarding the creditworthiness of the Purchaser, KERPEN shall be entitled to set a reasonable period within which the Purchaser must either simultaneously exchange payment for delivery of goods or shall provide security. After the expiry of such a period without the condition being satisfied, KERPEN may withdraw from the contract or demand advance payment, in cases of such withdrawal, the Purchaser shall not be entitled to assert any claims for breach.

3.4 Unless binding delivery periods have been agreed, delivery periods indicated shall constitute approximations of the date of delivery ex works after all of the prerequisites to production have been met. KERPEN does not assume any warranty with respect to any specific transport period,

3.5 KERPEN's compliance with agreed delivery periods shall be subject to the condition precedent that the duties of cooperation incumbent on the Purchaser have been discharged (in particular, receipt of all documents, plans, drawings, data, material supplies, necessary approvals and clearances) in a timely manner and compliance with agreed terms of payment and other obligations by the Purchaser is achieved. Where such conditions precedent are not promptly met, the periods shall be deemed to have been extended by an appropriate time; the foregoing shall not apply where KERPEN is responsible for the delay.

3.6 Force majeure, labour disputes, unrest, measures of public authorities and other unforeseeable, unavoidable and serious events ("force majeure") shall relieve the Parties to the contract of their respective duties to perform the contract for the duration of the disruption and to the extent of the impact thereof. Force majeure in respect of a supplier of KERPEN and any delay by KERPEN in effecting delivery which results therefrom shall be deemed the equivalent of direct force majeure. This shall apply even where such events occur at a point in time at which the Party in question is already in default, except where the Party caused the preceding delay in a manner which was intentional or grossly negligent. The Parties shall provide such information as is necessary without delay, to the extent reasonable, and shall adapt their obligations in good faith to the changed circumstances. Where the delivery of goods is rendered impossible as a result of force majeure, KERPEN's obligation to supply the goods shall be deemed to cease. In such cases, the Purchaser shall have no claim for compensatory damages.

3.7 Should KERPEN be in default in performing its duties under any contract, KERPEN shall only be liable for the direct damages for delay where such would be customarily regarded as foreseeable within that business sector. Except in cases of intentional acts or omissions or gross negligence, KERPEN shall only bear liability up to the amount of the contract value of the individual order in question. Liability for production line stoppages, lost profits and all indirect damages as a result of default and any liability for all other consequential and pecuniary losses is hereby excluded. The foregoing shall not apply in cases of gross negligence or intentional acts or omissions.

3.8 If the Purchaser is in default of acceptance, KERPEN shall be entitled to charge the Purchaser (beginning one month from the date of notice that KERPEN is ready to ship) for the storage costs incurred, but at least 0.5% of the amount of the invoice for each month or partial month, up to a maximum of 10% of the agreed price of the goods regarding to which the Purchaser is in default. The Purchaser shall be entitled to provide proof that no losses have been incurred or that a lesser amount of loss has been incurred. KERPEN shall retain the right to prove losses of a higher amount.

3.9 The Purchaser shall, independently and in a timely manner, take all necessary measures for importation of the goods underlying the Parties' supply agreement to the Purchaser's country, such as procuring import licenses and exchange control approvals. If the Purchaser becomes aware of circumstances which would constitute obstacles to importation, it shall notify KERPEN thereof without delay. If the ability to obtain the necessary importation documents is uncertain, KERPEN shall be entitled to withdraw from the contract after having set another grace period of two weeks.

3.10 In cases of deliveries to EU countries, the Purchaser shall inform KERPEN of its VAT identification number at the time of placing its order. In the event that the Purchaser fails to provide KERPEN with this number or provides incorrect details thereof, KERPEN shall be entitled to demand damages. The Purchaser shall not be entitled to rely on the defence of contributory negligence; the foregoing shall also apply to the extent any legal obligation exists on the part of KERPEN to verify the VAT ID number. In addition, the Purchaser shall provide KERPEN with any necessary confirmation by the end-purchasers of the goods regarding the transport and final destination of the goods (certificate of delivery). In the event that KERPEN does not timely receive the certificate of delivery, the Purchaser shall compensate KERPEN for the statutory VAT in addition to the agreed purchase price; in such case, KERPEN shall issue a new invoice showing the statutory VAT for the delivery in question.

3.11 In cases of export to countries outside the European Union, the Purchaser shall provide KERPEN with such documentation as required under the applicable tax rules without delay following the delivery of the goods. If the Purchaser fails to discharge this duty, KERPEN shall be entitled to demand compensatory damages.

3.12 KERPEN shall be entitled to partial deliveries of goods and partial services to the extent this is reasonable for the Purchaser. Deliveries of excess quantities or short quantities customary within the business sector, up to 10% of the contract volume, shall not constitute a defect or deficiency and the Purchaser shall accept these. Billing shall be in line with the quantities actually delivered.

4. Prices and Payment

4.1 All prices are based on costings at the time the supply contract is concluded. If the agreed delivery takes place 3 months after conclusion of the supply agreement and if the cost of material, wages or other costs increase up to the date of production of the goods for delivery/the provision of the services, KERPEN shall be entitled to charge supplements in line with the cost increases which have occurred, on the basis of its original price calculations.

4.2 Prices are quoted EXW KERPEN (Incoterms 2020) net of the applicable rate of VAT in each case. Unless agreed to the contrary, packaging and freight costs shall be charged to the Purchaser.

4.3 Empties, in particular transportation equipment such as coils, drums and kegs etc. ("Empties") shall be invoiced separately and the Purchaser shall pay for them at the same time as it pays for the goods delivered. Upon full payment, legal title to the Empties shall pass to the Purchaser. The Purchaser shall have the right to return Empties which are in a proper, clean and reusable condition, to KERPEN's plant at the Purchaser's own cost and risk within a period of six months from the date of the invoice. In such case, the Purchaser shall receive a refund of the full purchase price of the Empties. KERPEN shall not accept returns of single-use designs.

4.4 As far as the delivery according to KERPEN's choice or according to an agreement between the contracting parties is done on cable reels in the property of Kabeltrommel GmbH & Co. KG, Troisdorf, Germany (KTG), the terms of KTG ("Bedingungen für die Überlassung von Kabel- und Seilspulen") shall apply to the surrender of these cable reels. These terms shall be sent to the Purchaser on demand at any time.

4.5 Costs of tools shall be invoiced separately, but this shall not vest any rights to the tools in the Purchaser.

4.6 Promises of discounts shall be subject to the proviso that all outstanding receivables have been paid. KERPEN shall only accept bills of exchange as full performance of the contract if this has been agreed previously. The Purchaser shall be responsible for any fees and charges.

4.7 The Purchaser may only exercise a right of set-off or make retentions where its counterclaims have been acknowledged by KERPEN or have been determined by res judicata court decision.

4.8 The issuance of credits and refunds shall not constitute any acknowledgment of fault or any legal obligation.

5. Terms of Shipping

5.1 Unless otherwise agreed, the risk shall generally be deemed to pass to the Purchaser at such time as the goods leave KERPEN's plant or if KERPEN has notified the Purchaser that it is ready to ship. Upon request of the Purchaser and at the Purchaser's cost, KERPEN shall take out a policy of insurance as requested by the Purchaser.

5.2 KERPEN shall select the route and means of shipping in its discretion, but does not warrant that it shall select the cheapest shipping method. If the Purchaser requests a different mode or route of shipping, the Purchaser shall be responsible for any additional costs arising therefrom.

5.3 Delivery of goods CIF, CIP or CFR (Incoterms 2020) shall only be provided where the value of the goods is EUR 5,000.00 or more per individual shipment. Except in cases of agreed CIF or CIP shipping, shipments will be insured for damage in transport only if the Purchaser has requested so and the Purchaser shall bear the costs thereof.

5.4 In the event of shipment by sea, shipments in which the value of the goods is less than EUR 5,000.00 will only be processed "FOB" (Incoterms 2010) German port. The foregoing shall also apply to any partial shipments insofar as such have been agreed with the Purchaser. Shipments of goods weighing less than 50 kg shall be processed only EXW (Incoterms 2010) without regard to the value of the goods.

5.5 In the case of unforeseen events such as the risk of war, the outbreak of warlike conflicts, closure of shipping lanes and similar force majeure events, KERPEN shall be entitled to pass on to the Purchaser any increases in the freight and insurance costs resulting therefrom.

6. Reservation of Title

6.1 The goods shall remain KERPEN's property until such time as all present and future claims arising out of the business relationship with the Purchaser have been settled. The Purchaser shall store the goods separately. KERPEN's reservation of title shall also extend to acknowledged outstanding balances insofar as KERPEN enters claims against the Purchaser in a current account (reservation in respect to current account).

6.2 The Purchaser is deemed to carry out any modifications or processing on behalf of KERPEN without this giving rise to any obligations on part of KERPEN. The Purchaser hereby transfers and assigns in advance to KERPEN its co-ownership shares arising out of any comingling or combination of the reservation of title goods with other items of property, effective as of the time it receives the reservation of title goods. The Purchaser shall safeguard the products or overall items of property on behalf of KERPEN.

6.3 The Purchaser may only sell the reservation of title goods and the items of property resulting from modification or processing thereof subject to KERPEN's reservation of title, and may not impair KERPEN's reservation of title rights by making any dispositions over the goods [e.g. transfer by way of security or pledge). KERPEN may revoke the Purchaser's authorization to resell the goods constituting KERPEN's property or co-owned by KERPEN at any time and may demand that the Purchaser provide security wherever the Purchaser fails to properly discharge its payment obligations.

6.4 The Purchaser shall notify KERPEN without delay in writing of any substantive or legal interference with the reservation of title goods by third parties as well as any damage to or loss of the reservation of title goods.

6.5 All claims derived by the Purchaser from the resale of the reservation of title goods or based on other legal grounds in respect thereof (including any and all current account receivables) are hereby assigned now and in advance to KERPEN. If the reservation of title goods are sold together with other items of property not belonging to KERPEN or if they are incorporated into deliveries under works and services contracts, the assignment shall be deemed to apply only up to the amount of the invoiced value of the reservation of title goods. The Purchaser is obliged, on a revocable basis, to collect the receivables it has assigned to KERPEN in its own name but for KERPEN's account. This collection authorization may be revoked at any time if the Purchaser fails to duly discharge its payment obligations.

6.6 To the extent that the value of such security capable of realization exceeds LEON's receivables by more than 10%, KERPEN shall select and release collateral upon request of the Purchaser.

7. Payment Default

7.1 The Purchaser shall be deemed in default if the Purchaser fails to make payment in line with the Parties' contract within 14 days from the date it has received the invoice.

7.2 In the event of payment default of the Purchaser, KERPEN's claims against the Purchaser arising out of the underlying legal transaction shall be immediately due for payment in cash, notwithstanding any bills of exchange KERPEN may have accepted or payment deadlines it may have granted.

7.3 The Purchaser hereby grants KERPEN a lien over the materials provided for performing the contract and over any claims taking the place thereof, in order to secure all of KERPEN's present and future claims under the business relationship with the Purchaser. Where the Purchaser is in default of payment or its credit standing deteriorates, KERPEN shall be entitled to freely dispose of the material subject to such lien at the exchange price available on the London Metals Exchange, and if no price is quoted on such exchange, at the average German market price on the date of the payment default or of the deterioration of the Purchaser's credit standing.

8. Claims for Defects

8.1 The Purchaser shall inspect the goods delivered without delay upon receipt. The Purchaser may only assert claims for obvious defects within a period of two weeks from the date the goods are received. Insofar as goods are supplied based on samples or models, the Purchaser shall have no claims for defects even in the case of concealed defects if the goods delivered corresponded to the sample or model. To the extent that the cause of any defect is found to lie in the material provided by the Purchaser itself, the Purchaser shall have no claim for defects whatsoever.

8.2 All claims for defects shall be subject to the condition precedent that the Purchaser has reported the defect to KERPEN without delay upon ascertaining it and prior to any modification or processing, in writing, or by electronic means, and has provided a sample of the goods giving rise to the complaint. Damage to goods in transport must be noted on the consignment note and the delivery note and confirmed by the driver's signature.

8.3 If any defect as to quality or title is found within the prescription period for defects pursuant to § 8.5 below, KERPEN shall, at its option, either remediate the goods so that they are in compliance with the contract or replace them free of costs and shipping charges at the place of delivery specified in the contract in exchange for return of the defective goods. The Purchaser shall have no claims for expenditures rendered necessary for purposes of subsequent performance, in particular, for costs of transport, travel per diems, working time and material costs to the extent that such expenses are increased because the goods were subsequently conveyed to any location other than the place of delivery specified in the contract. Any goods which are replaced shall pass to LEON's ownership. In the event that remediation/delivery of a replacement should fail, the Purchaser may withdraw from the individual purchase contract in question or assert a claim for abatement of the price. The Purchaser shall have no further or

other claims, in particular, no claims for reimbursement of consequential losses unless (i) intentional acts or omissions or gross negligence of the proprietor, executive staff or vicarious agents is shown, (ii) injuries to life, limb or health have occurred, (iii) a breach of a contractual obligation which is a sine qua non to proper performance of the contract and as to which the Party may ordinarily rely that it will be properly discharged (cardinal obligation) has occurred, (iv) mandatory liability under the Product Liability Act applies or (v) an express guarantee of quality or of durability within the meaning of § 443 Civil Code (BGB) has been given. In cases of slight negligent breach of a cardinal obligation, any potential claims for compensatory damages shall be limited to such losses typical for the contract and foreseeable.

8.4 To the extent KERPEN has provided an express guarantee of quality and/or durability with respect to the goods delivered or portions thereof (§ 443 German Civil Code (BGB)), KERPEN shall be liable within the scope of such guarantee. However, KERPEN shall only bear liability for losses based on the failure of the goods to comply with the guaranteed quality or durability but which do not directly occur in the goods as delivered, where the risk of such losses is manifestly covered by KERPEN's guarantee.

8.5 All of the Purchaser's claims for defects shall be deemed prescribed upon the expiry of the 12-month prescription period for defects, calculated from the date of delivery, unless KERPEN fraudulently concealed the defect

9. Intellectual Property Rights

9.1 Unless agreed otherwise, KERPEN shall provide the goods and services free of any intellectual property rights and copyright of third parties (hereinafter "IPR") only in regard to the country in which the place of delivery is located. If any third party makes a claim against the Purchaser for infringement of IPRs by goods and services provided by KERPEN and utilized in line with the contract, KERPEN shall be liable to the Purchaser within the term specified in § 8.5 hereof as follows:

9.1.1 KERPEN may at its discretion and its own expense in relation to the respective deliveries either procure a right of use or a license for the goods and services in question, modify such so that the IPR is not infringed or replace such. If this is not possible for KERPEN under reasonable conditions, the Purchaser may with- draw from the contract or reduce the price.

9.1.2 Any obligation of KERPEN to pay compensation shall be subject to § 8.3.

9.1.3 The obligations of KERPEN referenced above shall only apply if the Purchaser informs KERPEN in writing without delay regarding the claims asserted by the third party, does not acknowledge any infringement and reserves for KERPEN any defense or settlement negotiations. If the Purchaser ceases to use the goods and services for reasons of mitigation of damages, it shall be obliged to alert the third party to the fact that its cessation of use thereof is not associated with any acknowledgment of any alleged infringement of IPR.

9.2 The Purchaser shall have no entitlement to assert any claims if the Purchaser bears fault for the IPR infringement.

9.3 Any rights of the Purchaser to claim are hereby excluded if the IPR infringement results from special instructions of the Purchaser, or is caused by an application thereof which was not foreseeable to KERPEN, or is caused by the fact that the Purchaser has modified the goods and services or utilized them together with products which were not supplied by KERPEN.

9.4 Where third-party IPRs are infringed in the case of goods and services provided to drawings or other details provided by the Purchaser, the Purchaser shall bear an obligation to indemnify and hold KERPEN harmless against all claims.

9.5 In the event/case of any other defects of title, the provisions of § 8.3 shall apply correspondingly.

9.6 The Parties hereby agree that no claims against KERPEN and its vicarious agents beyond those claims of the Purchaser provided for under this § 9 shall be allowed.

10. Principles of the UN Global Compact

10.1 For KERPEN conducting business with integrity is of essential importance. This applies not only in the context of supply relationships but in all commercial activities. It must be an express aim both of KERPEN and of the Purchaser to act in line with the guidelines in the UN Initiative Global Compact (Davos, January 99) and to observe those principles.

10.2 The following principles are of particular significance in this regard: Respect for human dignity and human rights, the prohibition of child labour, the prohibition of compulsory labour, the prohibition of discrimination, respect for the right of free association and of the relevant national standards on compensation, working time and health and safety at the workplace, environmental protection and anti-corruption measures. The Purchaser hereby undertakes to accordingly see to it that the above-referenced principles are adhered to and implemented within its own organization.

10.3 A serious breach or repeated breaches of the principles referenced in § 10.2 by the Purchaser shall render the continuation of the supply relationship unreasonable to KERPEN. In such case, KERPEN shall be entitled to terminate a contract without notice for good cause, both with respect to individual agreements and with respect to any master agreements with the Purchaser.

11. Confidentiality

The Purchaser hereby undertakes to treat as business secrets (i) all commercial and technical details which are not publicly known or (ii) all information which is otherwise labelled "confidential" or has a similar notation or (m) information which should be regarded as confidential in the circumstances (hereinafter "Confidential Information") coming to its knowledge as a result of its business relationships with KERPEN. The Purchaser shall not disclose the Confidential Information to third parties without KERPEN's prior express consent and shall protect such Confidential information from unauthorized access by third parties. The duties under this § 11 shall furthermore survive the end of the supplier relationship. The Purchaser shall also impose a corresponding obligation on its staff members, servants and vicarious agents.

12. Place of Performance, Jurisdiction and Venue, Arbitration Clause

12.1 The place of performance, including for any liabilities arising out of bills of exchange, shall be KERPEN's place of business.

12.2 The exclusive jurisdiction and venue for all legal disputes arising out of the substance of any supply contract and with respect to the formation and validity thereof (including all actions for bills of exchange or cheques) shall be the courts at the place of KERPEN's registered office. However, KERPEN shall also be entitled, at its own option, to assert claims against the Purchaser at the courts at the location of the Purchaser's place of business.

12.3 KERPEN is entitled to assert claims against the Purchaser before an arbitral tribunal under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, in lieu of the ordinary courts; such arbitral tribunal shall be composed similarly at the location of the competent court. The number of arbitrators shall be three. Each Party is entitled to appoint one arbitrator. The third arbitrator, who shall act as the chair of the arbitral tribunal and who must be a fully qualified lawyer, shall be selected by the other two arbitrators. The language of the tribunal shall be German. The applicable substantive law shall be German law. The decision of the arbitral tribunal shall be final and binding on the Parties.

13. Choice of Law

The law of the Federal Republic of Germany shall apply exclusively to the exclusion of any rules of the conflicts of laws. The Parties hereby agree that the UN Convention on the International Sale of Goods of 11 April 1980 (CISGJ) shall not apply.

14. Miscellaneous

14.1 Assignments and delegations of rights and duties of the Purchaser under the contract made with KERPEN shall be valid only with KERPEN's written consent. The foregoing shall not apply to the extent that the rights and obligations assigned are claims for money.

14.2 In the event that any term of these Terms and Conditions and any further agreements made hereunder are or become void or invalid, the validity of the remaining provisions and of this Agreement shall remain unaffected thereby.