

» International Terms and Conditions of
Möllers Packaging Technology GmbH
(version 12/2024)

möllers

PACKAGING TECHNOLOGY GMBH

Art. 1: Applicability

- (1) The following International Terms and Conditions ("Terms and Conditions") shall form an integral part of the contract ("Contract") to be concluded.
- (2) These Terms and Conditions apply exclusively. The customer's terms and conditions which conflict or differ from these Terms and Conditions and/or from the legal provisions do not apply, even if Möllers Packaging Technology GmbH ("MPT") does not object to them or renders performance or accepts the customer's performance.
- (3) The subject matter of the Contract can be the sale of goods and/or the provision of onsite-services (like e.g. the installation, commissioning and performance of the site acceptance test or just the supervision of installation, supervision of pre-commissioning, supervision of commissioning and participation in the site acceptance test, or performance of any repair works, depending on the scope of services as defined in the Contract), hereinafter referred to as "Onsite-Services".

Art. 2: Formation of the Contract

- (1) The Contract always requires a written order of the customer.
- (2) MPT may accept the customer's order with MPT's order confirmation within ten (10) calendar days after receipt of the customer's order. Any quotations previously provided by MPT are non-binding. Any quotation previously provided as well the Contract are exclusively for the benefit of the customer who is indicated in the quotation and/or the order confirmation as the recipient and contains information which is the property of MPT and/or is regarded by MPT as confidential. The quotation, the Contract and all related documents provided by MPT as well as their respective contents, including but not limited to prices and technical details, may not be passed on to third parties without the prior written consent of MPT.
- (3) The specifications stated in the Contract are based on the legal regulations applicable in Germany at the time of conclusion of the Contract. Should the legal regulations change between conclusion of the Contract and delivery or acceptance, MPT will, as soon as MPT becomes aware of the changes to the legal regulations, inform the customer of the changes to the legal regulations and offer the customer an adjustment to the specification; the additional costs associated with this are to be borne by the customer after customer has accepted the amendment of the Contract. Should the customer not accept the change of the specification in exchange for the additional costs and thus no amendment is agreed, MPT will provide its obligations in accordance with the originally agreed specifications; the customer alone is responsible for any disadvantages and consequences resulting therefrom.

Art. 3: Specifications of the goods and/or Onsite-Services; third party rights

- (1) Subject to Art. 3 (2) of these Terms and Conditions, the goods to be delivered and any Onsite-Services to be provided have to conform to the specifications and quality requirements set out in the Contract. To the extent no specifications or quality requirements are stated in the Contract, the goods and/or Onsite-Services conform with the Contract if they are fit for the purpose which is usual in Germany and fit for the purpose for which goods and/or Onsite-Services of the same description are usually used for in Germany. Unless otherwise explicitly agreed to, the goods and/or Onsite-Services do not have to conform to any laws or regulations existing outside of Germany.
- (2) If the drawings have not yet been finalized at the time of conclusion of the Contract, MPT is entitled to finalize them and also to make adjustments to the previous drawings, unless the adjustments would result in agreed specifications not being met.
- (3) If, after conclusion of the Contract changes are made to the goods in the course of constant technical development, MPT is permitted to deliver the technically modified version. In this respect, MPT is entitled to deviate from illustrations, drawings, descriptions, and/or from the colour, dimension, weight, quality and/or other specifications, to the extent however such deviations are reasonable for the customer, taking into account the interests of both parties.

- (4) To the extent the goods consist of packaging machines, the customer warrants that it will deploy suitable “automatic-processing” bag materials, free-flowing products, suitable packaging film and suitable pallets which can be rolled. The customer moreover warrants that the materials to be processed are goods which can be stacked, palletised and/or transported. Hazardous goods / additives in the materials to be processed must be explicitly indicated by the customer prior to placing the order. In this respect, the customer also warrants that the actual dimensions of the products to be processed permit correct packing patterns and stacking. The customer shall ensure that the material feeding (bags, pallets, cardboard sheets etc.) is continual and on time. Unless the Contract expressly states other temperature ranges, customer’s systems and components are designed for ambient temperatures from +5°C to +35°C.
- (5) Rights and claims of third parties (in particular rights and claims based on title or industrial property rights) only constitute a defect in title if these rights and/or claims are in force and registered in the European Union and impede the use of the goods and/or Onsite-Services in the European Union.

Art. 4: Factory acceptance test

If in the Contract it is explicitly agreed that a factory acceptance test (“FAT”) is performed, the following shall apply:

- (1) MPT shall notify the customer in writing of the date of the FAT in sufficient time (usually not less than 2 weeks prior to the date of the FAT) to permit the customer to be present or represented at the FAT and MPT and the customer shall in good faith try to mutually agree on a date for the FAT. If the customer is neither present nor represented, MPT may nevertheless perform the FAT on its own. If the customer and MPT cannot agree on a mutual date for the FAT within one (1) month after MPT has first notified the customer of MPT’s intention to conduct the FAT, then MPT may set the date for the FAT on its own, provided the customer is given at least four (4) weeks prior notice of the date of the FAT so set by MPT.
- (2) The customer shall inform MPT of all non-conformities that the customer notices during the FAT and record such in the FAT acceptance protocol.
- (3) Insofar as the Contract does not specify the criteria to be checked during the FAT, MPT can determine these at its own discretion.
- (4) MPT shall bear all costs for the FAT carried out at the place of manufacture. The customer shall however bear all travelling and living expenses for his representatives in connection with the FAT.
- (5) Irrespective of whether the FAT is passed or not, it is MPT’s sole decision whether or not to dispatch and/or deliver the goods, notwithstanding however MPT’s obligation to rectify any non-conformities, which were detected during the FAT, after arrival of the goods at the final place of destination. This Art. 4 (5) of these Terms and Conditions does not apply if the Contract explicitly stipulates otherwise.

Art. 5: Obligation to deliver; passing of risk

- (1) MPT will deliver the goods referred to in this Contract in a packaging that is suitable for the means of transportation. The Contract may stipulate further requirements for the packaging.
- (2) Unless otherwise explicitly agreed to, the delivery of goods has to be made FCA Incoterms 2020 at MPT’s premises in 59302 Oelde/Germany.
- (3) Agreed delivery dates and delivery periods are binding, however adherence to the delivery date respectively the delivery period stated in the Contract is not of the essence and non-adherence to the delivery date or the delivery period respectively does not constitute a fundamental breach of contract, irrespective of the Incoterm agreed upon. If delivery periods are agreed to, MPT reserves the right to determine the exact delivery time within the delivery period.
- (4) If MPT is unable to meet any agreed dates or periods for reasons for which MPT is not responsible (“Temporary Inability to Perform Obligations”), MPT is entitled to postpone the performance of its obligations for the duration of the hindrance and MPT shall inform the customer of this immediately and at the same time inform the customer of the expected dates or periods for the performance of

its obligations. If the performance of its obligations is still not possible with reasonable means at the new date or within the new period for reasons for which MPT is not responsible, MPT is entitled to declare the Contract avoided; after declaring the Contract avoided, MPT shall immediately reimburse any payments already paid by the customer. A case of Temporary Inability to Perform Obligations includes in particular the situation that MPT is not supplied on time by its supplier for reasons for which MPT is not responsible, despite having concluded a contract with its supplier for the delivery of any components necessary for MPT to perform its obligations under the Contract. The rights under this Art. 5 (4) of these Terms and Conditions are in addition to the rights under Art. 13 and 15 of these Terms and Conditions.

- (5) All delivery dates and delivery periods are dependent upon the customer performing all of his obligations in due time. In particular, the customer has to procure or confirm any necessary permits, drawings etc. and make agreed payments in due time.
- (6) MPT is entitled to make partial deliveries of the goods.
- (7) The passing of risk takes place with delivery in accordance with the agreed Incoterm. Should the customer fail to take delivery, the risk passes at the time the customer fails to take delivery.
- (8) In addition to MPTs' statutory rights MPT is entitled to suspend the performance of its obligations if there are reasonable indications that the customer will not perform its obligations under the Contract, in particular not be able to pay the agreed price in due time.

Art. 6: Delivery note, invoice and other documents

- (1) MPT will provide the customer with a delivery note issued according to MPTs' standard.
- (2) Irrespective of the Incoterms-clause agreed upon, MPT is not obliged to clear the goods for export. MPT will however at the customers' risk apply for any necessary export licences and formalities provided that the customer has provided MPT with all necessary information.
- (3) MPT will provide the customer only with such documents explicitly stated in the Contract or these Terms and Conditions.

Art. 7: Onsite-Services

If in the Contract it is explicitly agreed that a MPT technician shall either perform or supervise the installation and commissioning of the good at the agreed installation site, or perform any repair works or other Onsite-Services, the following shall apply:

- (1) After receipt of the goods the customer shall diligently store the goods until they are installed (either by MPT or under supervision of MPT), if not otherwise agreed upon.
- (2) Without prejudice to other provisions in the Contract that specify the customer's duty to co-operate or the customer's obligations in connection with the Onsite-Services, the customer shall ensure without any costs for MPT the following:
 - » safe, clean and dry work environment;
 - » free and unrestricted access to the place of erection;
 - » that MPT's Onsite-Services are not impaired in any way;
 - » uninterrupted operation;
 - » access to shower and toilet facilities;
 - » lighting;
 - » use of telephone and/or laptop, nearby office facilities;
 - » continuous supply of product as requested;
 - » fork lift truck with driver;
 - » power and compressed air and electricity, water, oil, etc.;
 - » lifting devices;
 - » all utilities;
 - » working permits / visa (support);
 - » accommodation and transport of MPT personnel according to European standards

- (3) The customer shall, at its own expense, obtain the authorisations required for the implementation and operation of the goods at the site where the goods will operate. If MPT is requested to help the customer to obtain such authorisations, then the customer shall bear the expenses incurred by MPT.
- (4) If in the Contract it is explicitly agreed that a site acceptance test ("SAT") is performed, MPT and the customer will perform the SAT after the commissioning of the goods. Insofar as the Contract does not specify the criteria to be checked during the SAT, MPT can determine these at its own discretion, taking the customer's interest reasonably into account.

Art. 8: Prices, payment

- (1) If not otherwise agreed in the Contract, the following payment terms shall apply:
 - a. The agreed prices (which shall not include the costs for packaging if such packaging costs are stated separately) shall exclude any statutory VAT applicable at the date of delivery or the provision of Onsite-Services respectively.
 - b. The place of payment is 59302 Oelde/Germany. Banking fees accruing outside of Germany will be borne by the customer. The payment shall be made without any deductions.
 - c. Unless otherwise explicitly agreed to, the price shall be paid as follows:
 - 50 % of the total price as advance payment within 10 (ten) calendar days after conclusion of the Contract
 - 50 % of the total price within 10 (ten) calendar days after delivery in case of delivery of goods or within performance of Onsite-Services if the subject matter is the provision of Onsite-Services.
 - d. Incurred costs for payment in Germany are for the account of MPT, incurred costs for payment outside Germany are for the account of customer.
- (2) If after the conclusion of the Contract it becomes apparent that MPTs' claim for payment is endangered by the customer's lack of solvency, e.g. if MPTs' commercial credit insurance company refuses to secure claims against the customer in full or would – if MPT applied for such – refuse to secure MPTs' claims in full, then MPT may refuse performance and set the customer a reasonable period within which it must pay or provide security on a delivery-versus-payment basis. In the event that the customer refuses to pay or to provide such security, or the period set expires to no avail, then MPT is entitled to terminate the Contract with effect ex nunc (that is with future effect as of the date of termination). As a result of the termination under this Art. 8 (2) of these Terms and Conditions, MPT is entitled to demand the agreed remuneration; however, MPT must allow to be credited against MPT what MPT saves due to the Contract being terminated with effect ex nunc or what MPT acquires or wilfully fails to acquire from other use of MPT's labour.
- (3) All payments are payable in EURO (€).

Art. 9: Non-Conforming goods or Onsite-Services; goods or Onsite-Services with a defect in title

- (1) The goods and/or provided Onsite-Services do not conform to the contract if at the time the risk passes they significantly deviate from the requirements set out in Art. 3 (1) to (4) of these Terms and Conditions.
- (2) The goods and/or provided Onsite-Services are not free from rights or claims of third parties if at the time the risk passes they significantly deviate from the requirements set out in Art. 3 (5) of these Terms and Conditions.

Art. 10: Duty of examination and notification

- (1) Without prejudice to the legal provisions, the customer is obliged to examine the goods and Onsite-Services respectively comprehensively in respect of deviations as regards type, quantity, quality and packaging (if applicable).

- (2) Notice of non-conformity as regard obvious non-conformities regarding quantity of the goods, its colour and damages that might have occurred during transport has to be made in within ten (10) calendar days after receipt of the goods at the place of destination. All other non-conformities have to be made noticed within ten (10) calendar days after the customer has discovered the non-conformity or ought to have discovered it. Notice of non-conformity has to be given in writing. The notice of non-conformity has to clearly indicate and describe the non-conformity in such a way that MPT can take remedial actions.
- (3) Apart from the aforesaid as well as with respect to defects in title, the statutory provisions apply.

Art. 11: Limitation period

Without prejudice to claims resulting from a malicious, grossly negligent or intentional conduct as well as claims due to injury of life, body or health, the customer's claims in respect of the delivery of non-conforming goods or goods with a defect in title become time-barred one (1) year after delivery of the goods. Without prejudice to claims resulting from a malicious, grossly negligent or intentional conduct as well as claims due to injury of life, body or health, the customer's claims in respect of non-conforming Onsite-Services or Onsite-Services with a defect in title become time-barred one (1) year after performance of the Onsite-Services. The delivery of substitute goods or the repair of delivered goods as well as the rectification of non-conforming Onsite-Services does not lead to a restart or suspension of the limitation period.

Art. 12: Remedies in case of non-conforming goods and Onsite-Services and goods with a defect in title; limitation of liability

- (1) In case of delivery of non-conforming goods and/or provision of non-conforming Onsite-Services, the customer can claim delivery of substitute goods or declare avoidance of the Contract only in accordance with the legal provisions, unless otherwise stated in these Terms and Conditions.
- (2) In the event that part of the goods are non-conforming where the non-conformity can be remedied by replacing the respective part, MPT and the customer agree that MPT will send the replacement part to the customer free of charge and the customer will then remove the non-conforming part at its own expense and reinstall the replacement part delivered by MPT at its own expense. The ratio of this provision is that MPT would otherwise have to bear high costs, which are not included in the agreed price and which would otherwise lead to a higher price if no such arrangement were made. This Art. 12 (2) of these Terms and Conditions only does not apply if special expertise is required for the replacement and which would lead to a risk to the customers' employees in case no such special expertise exists with the customers' technical staff; in such a case MPT is obliged to conduct such works, while the customer must free of charge for MPT comply with the obligations of Art. 7 (2) of these Terms and Conditions.
- (3) If MPT delivers non-conforming goods and/or performs non-conforming Onsite-Services, or delivers goods and/or performs Onsite-Services with a defect in title or breaches any other obligation resulting from the Contract, the customer is entitled to demand damages only in accordance with the following provisions and any recourse to concurrent bases of claim (in particular of a non-contractual nature) is excluded:
 - a. MPT is not liable for damages to the extent the customer has contributed to them.
 - b. The customer has to prove that MPT has deliberately or negligently breached contractual obligations owed to the customer.
 - c. In case of liability, the amount of damages
 - i. for late delivery of the goods is limited to 0,5 per cent for each full week of delay, up to a maximum of 5 per cent of the net sales price for the goods,
 - ii. for late Onsite-Services is limited to 0,5 per cent for each full week of delay, up to a maximum of 5 per cent of the net price for Onsite-Services, and

- iii. in case of remedies because of non-conforming Onsite-Services and/or performance of Onsite-Services with a defect in title is limited to 10% of the net price for Onsite-Services. However, MPTs' obligation to rectify any non-conforming Onsite-Service by repair remains unaffected.
 - iv. in case of remedies because of delivery of non-conforming and/or delivery of goods with a defect in title and in case of all other breaches of obligations is limited to 10% of the net sales price for the goods. However, MPTs' obligation to rectify any non-conformity of the goods by repair remains unaffected.
- (4) Irrespective of Art. 12 (3) c. of these Terms and Conditions, MPT is not liable for loss of profit, damages for interruption of production and loss of usage.
- (5) The aforesaid limitations in Art. 12 (3) of these Terms and Conditions do not apply
 - a. to injury of life, body or health,
 - b. in case of malicious, grossly negligent or intentional conduct,
 - c. if MPT is liable according to mandatory product liability laws, and
 - d. to liabilities which may not be excluded or limited according to the applicable laws.
- (6) Apart from the aforesaid, the statutory provisions apply.

Art. 13: Force majeure

- (1) No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) flood, fire, earthquake, or explosion; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) government order or law; (d) actions, embargoes, or blockades in effect on or after the date of the Contract; (e) action by any governmental authority; (f) national or regional emergency including pandemics or epidemics; (g) strikes or labor stoppages; (h) industrial or supply chain disturbances affecting the subject market; and (i) other acts, occurrences or situations that are not within the reasonable control of the affected Party (each, a "Force Majeure Event"). The above also includes the occurrence of such events at sub-suppliers. The Party suffering a Force Majeure Event shall give notice within 30 days of the Force Majeure Event to the other Party (albeit this notice not being a precondition for such Force Majeure Event to exist and to excuse the respective Party), stating the period of time the Force Majeure Event is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- (2) If the Force Majeure Event lasts for more than one (1) year, both MPT and the customer are entitled to terminate the Contract with effect ex nunc (that is with future effect as of the date of termination). As a result of the termination under this Art. 13 (2) of these Terms and Conditions, MPT is entitled to demand the agreed remuneration; however, MPT must allow to be credited against MPT what MPT saves due to the Contract being terminated with effect ex nunc or what MPT acquires or willfully fails to acquire from other use of MPT's labour. In return, MPT must deliver the goods EXW Incoterms 2020 to the customer in the condition in which they were at the time of termination ex nunc.

Art. 14: Right to use software; rights in documents etc.

- (1) In case the goods include software, with the delivery of the goods the customer is hereby granted a non-exclusive, royalty-free license to use the software, but strictly and only in connection with the goods purchased under the Contract. With the exception of the right to make one backup copy, the customer is not entitled to copy the software.
- (2) MPT retains all intellectual property rights to all (i) documents, pictures, drawings etc. (collectively "Documents") as well as to all (ii) samples and models (collectively "Models"), irrespective of whether the Documents and Models have been provided in a tangible or non-tangible nature, which MPT has created and/or provided in connection with the performance of its obligations under the Contract.

Such Documents and Models shall belong exclusively to MPT. The customer may use such Documents and Models only in connection with the Contract and they may not be handed over to third parties or made otherwise accessible to them, unless this has been agreed to by MPT either explicitly or implied by making reference to the final customer in the Contract.

Art. 15: Export control laws

- (1) MPT will at the customer's cost and risk apply for export clearance, including for any necessary permits under the applicable export control laws. Adherence to agreed delivery times may depend on the release or granting of approvals by the relevant authorities. The agreed delivery time shall be extended appropriately for the duration of such procedures.
- (2) MPT may withhold performance of its obligations under the Contract insofar as the fulfilment is or becomes prohibited by applicable export control laws (including embargos). The customer is not entitled to any claims for damages or reimbursement of expenses against MPT as a result of MPT's withholding performance, unless MPT is responsible for the circumstances that entitled MPT to withhold performance.
- (3) Should the applicable export control laws prohibit MPT to fulfil MPT's contractual obligations to the customer for a time period of at least one (1) year, then both MPT and the customer are entitled to terminate the Contract with effect ex nunc (that is with future effect as of the date of termination). As a result of the termination under this Art. 15 (3) of these Terms and Conditions, MPT is entitled to demand the agreed remuneration; however, MPT must allow to be credited against MPT what MPT saves due to the Contract being terminated with effect ex nunc or what MPT acquires or willfully fails to acquire from other use of MPT's labour. If legally allowed to under the applicable export control laws, MPT must deliver the goods EXW Incoterms 2020 to the customer in the condition in which they were at the time of termination ex nunc. The customer is not entitled to any claims for damages or reimbursement of expenses against MPT as a result of MPT terminating the Contract with effect ex nunc.
- (4) Notwithstanding other information obligations stipulated in the Contract, the customer shall support MPT to obtain all information and documents necessary to abide by the applicable export control laws and all information requested by authorities in that regard. Such obligation may especially include information on the end customer, the destination, and the intended use of the contractual goods and Onsite-Services.

Art. 16: No re-export to Russia

- (1) If the customer has its place of business in a country outside of the EU (with the exception of partner countries listed in Annex XIII to the Regulation (EU) No 833/2014), the customer shall not sell, deliver, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Furthermore, the customer shall not use intellectual property rights or trade secrets as well as access and reuse rights to materials or information that are supplied, licensed, or otherwise transferred to customer under or in connection with the Contract in connection with common high priority items as listed in Annex XL to the Regulation (EU) No 833/2014 which are intended, directly or indirectly, for sale, de-livery, transit, or export to the Russian Federation or for use in the Russian Federation; customer is also required to prohibit any potential sublicensees of such intellectual property rights or trade secrets from engaging in such activities.
- (2) The customer shall undertake its best efforts to ensure that the purpose of Art. 16 (1) of these Terms and Conditions is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Art. 16 (1) of these Terms and Conditions.

- (4) Any violation of Art. 16 (1), Art. 16 (2) or Art. 16 (3) of these Terms and Conditions shall constitute a fundamental breach of contract, and MPT is entitled to seek appropriate remedies, including, but not limited to:
 - i. avoidance of the Contract; and
 - ii. a penalty of 30% of the net sales price for the goods under this Contract or the net purchase price of the goods concerned by the violation, whichever is higher.
- (5) The customer shall immediately inform MPT about any problems in applying Art. 16 (1), Art. 16 (2) or Art. 16 (3) of these Terms and Conditions, including any relevant activities by third parties that could frustrate the purpose of Art. 16 (1) of these Terms and Conditions. The customer shall make available to MPT information concerning compliance with the obligations under Art. 16 (1), Art. 16 (2) and/or Art. 16 (3) of these Terms and Conditions within two (2) weeks of the request of such information.

Art. 17: No re-export to Belarus

- (1) If the customer has its place of business in an country outside of the EU (with the exception of partner countries listed in Annex I to the Regulation (EU) No 258/2012), the customer shall not sell, deliver, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with the Contract that fall under the scope of Article 8g of the Regulation (EC) No 765/2006.
- (2) The customer shall undertake its best efforts to ensure that the purpose of Art. 17 (1) of these Terms and Condition is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Art. 17 (1) of these Terms and Conditions.
- (4) Any violation of Art. 17 (1), (2) or (3) of these Terms and Conditions shall constitute a fundamental breach of contract, and MPTS is entitled to seek appropriate remedies, including, but not limited to:
 - i. avoidance of the Contract of Sale; and
 - ii. a penalty of 30% of the net sales price for the goods sold under the Contract or the net purchase price of the goods concerned by the violation, whichever is higher.
- (5) The customer shall immediately inform MPT about any problems in Art. 17 (1), Art. 17 (2) or Art. 17 (3) of these Terms and Conditions, including any relevant activities by third parties that could frustrate the purpose of Art. 18 (1) of these Terms and Conditions. The customer shall make available to MPT information concerning compliance with the obligations under Art. 17 (1), Art. 17 (2) and/or Art. 17 (3) of these Terms and Conditions within two (2) weeks of the request of such information.

Art. 18: Other Provisions

- (1) Title of the goods that have been delivered remains with MPT until all of MPTs' claims against the customer have been settled. The customer is obliged to take all measures necessary for the protection of MPTs' property and ensure that MPTs' title is not prejudiced. If this is necessary for a valid reservation of MPTs' title, the customer in particular undertakes to arrange for any necessary entry in the public registers in the country of location of the goods at its own expense.
- (2) MPT is not obliged to perform any obligations not stated in the Contract or in these Terms and Conditions.
- (3) There are no side agreements to the Contract.
- (4) Any amendments to a concluded Contract require MPTs' written confirmation, duly approved by signature.
- (5) The customer is not entitled to assign his rights and obligations against MPT to a third party.
- (6) The place of performance for delivery of the goods is governed in Art. 5 (2) of these Terms and Conditions, the place of performance for the payment in Art. 8 (1) (b) of these Terms and Conditions. With the exception of Onsite-Services, for all remaining obligations and irrespective of the agreement

of a differing Incoterms-clause, the place of performance is agreed to be 59302 Oelde/Germany, including for the restitution of the contractual obligations in case of avoidance of the Contract.

- (7) All communications, declarations, notices etc. (hereinafter collectively “Notices”) are to be drawn up exclusively in English. Notices by means of fax or email fulfil the requirement of being in writing. A signature is not required, unless these Terms and Conditions explicitly require a signature.

Art. 19: Applicable law

- (1) The Contract and these Terms and Conditions are governed by the United Nations Conventions of 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Convention / CISG) in the English version and all legal questions beyond the scope of the CISG are governed by the Swiss law of obligations (Obligationenrecht). The CISG also applies to all agreements as to the jurisdiction of courts and arbitral tribunals.
- (2) The provisions of the CISG shall also apply to contracts between the customer and MPT in which the predominant part of MPTs’ obligations consists in the supply of Onsite-Services. As regards contracts for the provision of Onsite-Services, the provisions of the CISG therefore apply mutatis mutandis and are thus to be understood as referring to the provision of Onsite-Services (in the context of Art. 35 para. 1 CISG, this means, for example, that instead of the delivery of goods MPT has to provide Onsite-Services which are of the quantity, quality and description required by the Contract). Also with regard to a Contract for the provision of Onsite-Services, all legal questions beyond the scope of the CISG (taking into account the aforestated provisions) are governed by the Swiss law of obligations (Obligationenrecht).

Art. 20: Agreement on jurisdiction or arbitration

- (1) If the customer’s place of business is located within the European Union, Switzerland, Iceland or Norway, for all contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with the Contract and/or these Terms and Conditions including its/their validity, invalidity, violation or cancellation, the state court which has jurisdiction for 59302 Oelde/Germany shall have exclusive jurisdiction. Instead of bringing an action before the state court which has jurisdiction for 59302 Oelde/Germany, MPT is also entitled to bring an action before the state court of the customer’s place of business.
- (2) If the customer’s place of business is outside of the European Union, Switzerland, Iceland and Norway, all contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with the Contract and/or these Terms and Conditions, including its/their validity, invalidity, violation or cancellation, shall be finally resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The place of the arbitration shall be Zurich/Switzerland, the language used in the arbitral proceedings shall be English.