

- 1. Scope of Application**
 - 1.1 These General Terms and Conditions of Sale ("GTC") of Saab Medav Technologies GmbH ("Supplier") shall apply exclusively to contracts concluded between the Supplier and companies, public law entities or special funds under public law ("Customer").
 - 1.2 The GTC shall apply to deliveries and services ("Delivery") of the Supplier to the Customer on the basis of the contract ("Contract") concluded between the Supplier and the Customer ("Parties").
 - 1.3 Provisions which differ in wording from these GTC – to the extent that they are not stipulated in the Supplier's whole offer – shall not apply.
- 2. Offer; Acceptance of Offer**
 - 2.1 Offers from the Supplier are subject to change and non-binding, unless the Supplier states that an offer is binding. Presentation of the Supplier's deliveries (e.g. on the website of the Supplier) and giving the opportunity to place an order does not constitute a binding offer from the Supplier. An offer for the Supplier to conclude a contract is only given once the Customer has placed an order.
 - 2.2 Specifications of the Delivery composition are set out exclusively and finally in the Technical Specifications / data sheet as part of the Supplier's offer or confirmation of order. The extent of the offer and / or the order confirmation is based on the technical requirements of the overall system known to the Supplier at the date the offer is issued. The Supplier reserves the right to make reasonable adjustments with regard to the scope of Delivery and the Technical Specification, due to necessary technical deviations as well as price changes resulting from such, even after the order has been confirmed.
 - 2.3 The Supplier shall reserve all rights of ownership and copyright to documents connected to the offer or the order confirmation, such as, for example, pictures, illustrations, plans and technical design documents, ("Documents"). The Documents may only be made available to a third party with the Supplier's prior approval and, if the order is not given by the Supplier, the Documents shall be returned immediately, on the Supplier's request.
 - 2.4 Sec. 2.3 shall apply mutatis mutandis to Documents of the Customer, however these Documents may be made accessible to a third party to whom the Supplier has rightfully transferred Deliveries.
 - 2.5 Any preliminary work performed by the Supplier within the scope of an order and upon request of the Customer (including estimate of cost and preliminary drafts) may be invoiced by the Supplier.
- 3. Supplier's Right to make his own Deliveries**

If the contractually agreed Delivery is not available because the Supplier did not receive delivery from his own suppliers or the Supplier's stock necessary for the Delivery is depleted, the Supplier shall be entitled to provide a Delivery which is equivalent in terms of quality and price. Should the Supplier be unable to provide a Delivery which is equivalent in terms of quality and price, he may rescind from the Contract.
- 4. Terms of Delivery**
 - 4.1 All prices shall be ex works ("EXW" according to Incoterms® 2010), of the Supplier's premises in 91080 Uttenreuth, Germany ("Place of Performance").
 - 4.2 Prices shall be net prices in EUR plus any applicable statutory sales tax and/or value added tax, valid at the time of performance of the Delivery, without further deductions.
- 4.3 If the Supplier's scope of Delivery pursuant to the Contract includes related installation, assembly and start-up of a system, then, unless otherwise agreed, the Supplier shall bear all costs in addition to the contractually agreed amount, including all necessary incidental costs such as for travel, travel time and expenses ("Travel Expenses") as well as transportation costs and allowances.
- 4.4 If the Supplier's scope of Delivery pursuant to the Contract does not include installation, assembly and start-up of a system, installation and start-up will be invoiced to the Customer based on the amount of time and work involved. In addition to the then applicable costs for installation and start-up of a system, the Customer shall bear all costs for travel.
- 4.5 Partial delivery shall be permitted, provided that this is reasonably acceptable to the Customer.
- 4.6 After full payment of Supplier's receivables under the Contract, the Customer shall receive the non-exclusive right to use the subject of the Delivery with the agreed characteristic composition in an unchanged form on the agreed equipment.
- 5. Terms of Payment**
 - 5.1 Invoices shall be payable immediately and without any deduction to the payment. In case of Deliveries outside Germany, payment of cash-in-advance is required.
 - 5.2 Unless agreed otherwise, for all Deliveries of equipment or system developments requiring customer-specific modifications or adjustments, the following terms of payment, as listed in chronological order, shall apply regardless of the order value:
 - 50% after order confirmation;
 - 50% after Delivery.

Insofar as acceptance is part of the Contract, the following terms of payment, as listed in chronological order, shall apply regardless of the order value:

 - 50% after order confirmation;
 - 40% after Delivery;
 - 10% after acceptance.

The instalments shall not incur interest and shall be invoiced separately by the Supplier. Furthermore, 5.1 shall apply.
- 5.3 The Customer may set-off only those claims for payment that are undisputed or which are validly determined by a court order.
- 5.4 Additional charges and recalculations of the agreed price shall be admissible if caused by extraordinary circumstances, for example, in case of increases/changes in material or freight costs or other costs, wages, salaries and/or other increases of public fees and charges.
- 5.5 Deliveries resulting from follow-up orders which are executed after the date of a price increase shall be invoiced at the new prices.
- 5.6 Providing the Customer's VAT identification number together with the order and the receipt of confirmations concerning shipping and final destination of the Delivery prior to invoicing is precondition for a VAT exempt delivery to destinations within the European Union.
- 6. Acceptance**
 - 6.1 If Supplies must be accepted, such acceptance must take place immediately upon completion of the Delivery.
 - 6.2 Each party may require the other party to draw up an acceptance protocol which must be signed by both parties.

- 6.3 Acceptance shall be completed upon the following criteria being met:
- the Supplier has requested the Customer to conduct such acceptance within one month upon receipt of such request by the Customer;
 - the Supplier has stated in this request that upon expiry of the deadline set out in 6.3.1. acceptance shall be considered completed;
 - the deadline set out in 6.3.1 has expired without acceptance taking place.
- 6.4 Any defects listed in the acceptance protocol shall be remedied in accordance with the provisions in 13.
- 7. Retention of Title**
- 7.1 The subject of the Delivery ("Retained Goods") shall remain the property of the Supplier until all claims the Supplier has against the Customer, concerning the business connection, have been fulfilled. If the combined value of the security rights of the Supplier exceeds the value of all secured claims by more than 20%, the Supplier shall release a corresponding part of the security rights, if so requested by the Customer.
- 7.2 For the duration of the retention of title, the Customer shall not be entitled to use the Retained Goods as a pledge or a security transfer.
- 7.3 Resale of the Retained Goods shall be possible for the Customer in the ordinary course of the business and on the condition that the Customer receives payment from his buyer or provides for the reservation that the transfer of ownership to the buyer does not take place until the buyer has met his payment commitments.
- 7.4 The Customer shall, upon the conclusion of the Contract, assign to the Supplier as security a part of its claims against buyers arising from the resale or manufacturing of the Retained Goods corresponding to the Supplier's claims against itself arising from the Delivery. The Supplier's obligation to release, as set out in 7.1, shall remain unaffected.
- 7.5 The Customer shall be entitled to collect any assigned claims resulting from resale until such entitlement is revoked. In the event of important reasons, in particular, payment delay, payment stop, opening of insolvency proceedings, bill protest or founded indications for over-indebtedness or imminent inability to pay on part of the Customer or the Customer's purchaser, the Supplier shall be entitled to revoke the collection authorization of the Customer. Furthermore, the Supplier may upon prior announcement and with a reasonable deadline disclose the assignment for security, use the assigned claims and demand that the Customer discloses the assignment for security to the Customer's purchaser.
- 7.6 In the event of a seizure of property, sequestration, other orders or interventions of third parties, the Customer shall inform the Supplier without delay.
- 7.7 In the event of a breach of duty, in particular a default of payment, on the part of the Customer the following provisions shall apply:
- After unsuccessful expiry of an appropriate deadline placed on the Customer for the rectification of the breach of duty, the Supplier shall be entitled to rescind the Contract and to take back the Retained Goods; the Customer shall be obliged to hand over the Retained Goods. This shall not affect the statutory regulations concerning the dispensability of fixing a time limit.
 - The enforcement of the reservation of title and the taking back of the Retained Goods associated with this is not subject to a prior rescission of the Contract on the part of the Supplier; such action or a levy of execution of the Retained Goods by the Supplier shall not be considered as a rescission of the Contract, unless expressly stated by the Supplier.
- 7.8 To the extent that the Supplier exercises its right to the retention of title, the Supplier is also entitled to revoke all use rights (4.6) granted to the Customer.
- 8. Time of Supply**
- 8.1 Compliance with the agreed time of supply necessitates timely receipt of all documents or items for hard- or software which the Customer must supply as well as any necessary permits and releases, especially concerning plans and observing the agreed payment conditions and other obligations by the Customer. In the event that such preconditions are not met on time the deadlines shall be extended appropriately; this does not apply if the Supplier is responsible for the delay.
- 8.2 If non observance of the agreed time of supply is due to Force Majeure, e.g. mobilization, war, uproar or similar events, e.g. strike, lock-out, the time of supply shall be appropriately extended.
- 8.3 In the event that the Supplier is in delay, the Customer may, insofar as it can show credibly that it suffered damage, claim liquidated damages for each complete week of delay in an amount of 0.5%, however, up to a maximum of 5% of the net price of that part of Supplies which could not be used by the Customer due to the delay.
- 8.4 Claims for damages of the Customer due to delay as well as for damages in lieu of performance, which exceed the limits stated in 8.3, shall be excluded in all cases of delay, even upon expiry of a deadline for supply set by the Customer. This shall not apply in cases of mandatory liability for intent or gross negligence or due to injury to life, body or health The Customer may only rescind from the Contract if the Supplier is responsible for the delay. The above provisions do not imply a change in the burden of proof to the detriment of the Customer.
- 8.5 The Customer shall have a right of rescission only if it has granted the Supplier an appropriate deadline and declares that it shall refuse to accept the Supplies upon the expiry of the deadline, and after the deadline has unsuccessfully expired. The above provision does not imply a change in the burden of proof to the detriment of the Customer.
- 8.6 Upon Supplier's request, the Customer shall declare within a reasonable deadline if, because of the delay, it wants to rescind from the Contract or if it insists on the Supplies.
- 8.7 If dispatch or shipment is delayed at Customer's request by more than one month after notice of readiness for dispatch was given, the Customer may be charged by the Supplier for every new month commenced a lump sum for storage costs of 0.5% of the net price of the items of Supplies up to a total maximum of 5% of the net price of Supplies. The Parties may prove that that storage costs were higher or lower.
- 9. Passing of Risk**
- 9.1 Save as provided for in 9.2, the risk shall pass to the Customer as follows, even where Delivery has been agreed freight-free:
- upon Delivery without installation or assembly, at the moment the goods of the Delivery have been made available for dispatch by the Supplier at the Place of Performance.
 - upon Delivery with installation or assembly at the moment the goods are taken over in the Customer's own service.
- 9.2 The risk shall pass to the Customer at the time the dispatch or commencement of dispatch, and/or the execution of installation or assembly and / or the taking over in Customer's own works is delayed for reasons for which the Customer is responsible, or, if the Customer for other reasons is in default of acceptance ("Annahmeverzug").

- 9.3 The Supplier shall insure the items provided by Customer against the usual risks (e.g. covering fire, theft) only upon the special request of the Customer, insofar as these risks are not already covered by Customer's liability insurance.
- 10. Installation and Assembly**
 For installation and assembly, unless otherwise agreed upon in writing, the following provisions shall apply:
- 10.1 The Customer shall provide in good time and bear the costs for:
- any secondary work alien to the industry for the Supplier, including the necessary specialist and auxiliary workers, construction materials and tools;
 - energy and water at the place of use including electrical connections as well as heating and lighting;
 - appropriate dry and lockable rooms of sufficient size for the storage of devices, equipment, materials, tools at the place of assembly, suitable working rooms and lounges including sanitary facilities for the assembly staff; moreover the Customer shall provide the same safety precautions and undertake the same protective measures for the Supplier concerning the property and the assembly staff at the building as he would take for his own property and members of staff;
 - protective clothing and protective equipment necessary for operating at the place of assembly due to special conditions of the location.
- 10.2 Before the assembly work starts, the Customer shall, without being asked, inform the Customer about the situation of concealed electricity, gas lines or water pipes or similar constructions as well as make all the necessary structural data available.
- 10.3 Before the installation or assembly works start, the Customer shall ensure that all equipment to be rendered by the Customer and all objects necessary for installation or assembly are on site, and all preparatory work for the commencement of installation or assembly has proceeded so far, that the installation or assembly work can commence as agreed and be completed without any interruptions. Access routes and the mounting or assembly sites must be levelled off and cleared.
- 10.4 If required, the Customer shall ensure that the installation, assembly or coming into operation may be executed even outside regular business hours.
- 10.5 If installation, assembly or coming into operation is delayed without any fault on the part of the Supplier, the Customer shall bear to an appropriate extent the costs for time spent waiting and additional journeys required on the part of the Supplier or the installation personnel.
- 11. Receiving of Supplies**
 The Customer shall not refuse to receive Deliveries due to minor defects.
- 12. Orders for Development**
 For all hardware and software developments executed by Supplier on the basis of development orders, the following provisions shall apply in addition to the other provisions on these GTC:
- 12.1 The requirement of specification of the order confirmation mutually agreed upon as part of the Contract shall be relevant for the Delivery. Changes or amendments of the requirement of specification shall always be mutually agreed upon in a new contract, in which the financial effects of the changes or amendments have to be settled.
- 12.2 If due to the complexity of the development order deadlines are missed, extensions of time set by the Customer, if any, are extended appropriately by considering the technical problems that have arisen or amendment requests by the Customer. If changes or amendments on the Customer's request are to be taken into account, the deadlines agreed upon shall be extended appropriately taking into account the additional work and expense and the current business situation of the Supplier.
- 12.3 Any further claims of the Customer, particularly claims for damages due to delayed start-up or down-times shall be excluded.
- 13. Material Defects**
 For Supplies which at the time of transfer of risk (9.) do not contain the condition as set out in the Technical Specification / Datasheet (2.2) ("Material Defect"), the Supplier shall be liable as follows:
- 13.1 Within the period of the statute of limitation, any parts showing a material defect, provided such material defect had already existed at the time of transfer of risk, must, at the Supplier's discretion and free of charge, be repaired, re-delivered or re-performed ("Subsequent Performance" – "Nacherfüllung").
- 13.2 Subsequent Performance shall not trigger a new statute of limitation (13.3).
- 13.3 Claims for Material Defects shall become time barred within 12 months. This shall not apply insofar as sec. 438 para 1 no. 2, 479 para 1 and 634a para 1 no. 2 German Civil Code (BGB) prescribe longer periods as well as in cases of injury to life, body or health or in cases of an intentional or gross negligent breach of duty by the Supplier and malicious concealment of a material defect. The legal regulations concerning suspension of statute of limitations ("Ablaufhemmung"), suspension ("Hemmung"), or recommencement of limitation periods shall remain unaffected.
- 13.4 Upon receipt of the Delivery, the Customer shall without delay examine the Delivery for contractual conformity and damage caused by shipping.
- 13.5 The Customer shall immediately notify the Supplier in writing about any Material Defects ("Notice of Defects"). This notice must contain the data relating to the Supplies: name and number of the articles, invoice number or order confirmation of the Supplier, description of damage or Material Defects, photos where Material Defects are visible.
- 13.6 In case of notifications of Material Defects, the Customer may retain payments to the extent as is reasonable in relation to the material defect. The Customer shall only be entitled to retain payments if a notification of material defect was made which cannot be disputed. In the event that the notification of material defect was unrightfully made, then the Supplier shall be entitled to request that the expenses incurred are reimbursed by the Customer.
- 13.7 The Supplier must be granted Subsequent Performance within reasonable time. In the event that this is denied, the Supplier shall be released from any liability for Material Defects.
- 13.8 In the event that Subsequent Performance fails, the Customer may – irrespective of any claims for damages (13.15) – rescind from the Contract or reduce payment.
- 13.9 Claims for defects shall not exist for merely insignificant deviations from agreed appearance and workmanship, for minor impairment of usability, for natural wear and tear, or damage that occurred after transfer of risk due to wrong or negligent use, excessive strain, unsuitable equipment or certain external factors not assumed under the Contract. If the Customer performs inappropriate changes or inappropriate repair work, there shall be no claim for defects for those and the respective consequences.
- 13.10 Defects of only part of the Delivery do not entitle the Customer to revoke the Delivery in full unless this partial Delivery is of no interest to the Customer.

- 13.11 Claims of the Customer for expenses necessary for Subsequent Performance, in particular expenses for shipping, travel, labour and material shall be excluded to the extent as the expenses are higher because the Supplies were subsequently at another place than the Place of Performance.
- 13.12 Customer's right of recourse against the Supplier is limited to cases where the Customer has not concluded an agreement with its buyers exceeding the scope of the statutory provisions governing claims based on Material Defects. 13.9 to 13.11 shall apply accordingly for the extent of Customer's recourse claim of the against the Supplier as set out in sec. 478 para 2 German Civil Code (BGB).
- 13.13 For Defects of software the following shall apply further:
- If program defects occur within the term of limitation the Supplier shall perform Subsequent Performance at Supplier's option, either at the Customer's place of use of the programs, or on the premises of Supplier.
 - Subsequent Performance shall only be free of charge if the effects of program defects are reproducible and are sufficiently described by the Customer.
 - The Customer shall grant the Supplier a reasonable period of time for the Subsequent Performance, and in the event that the Subsequent Performance is not taking place at Supplier's premises, the Customer shall provide space, equipment, installations and operating personnel free-of-charge. If the Customer refuses to do so, the Supplier shall be discharged of the liability for program defects.
 - Liability for Material Defects for software shall be excluded, if the Customer (1) makes or has made changes to programs without Supplier's prior written consent, or (2) if Customer uses different software which is not compatible with the objective of the Delivery of Supplier or (3) for non reproducible software errors
- 13.14 Program extensions and/or changes executed by Supplier at Customer's request within the term of limitation shall not prolong the term of limitation agreed upon for the original program. The term of limitation for extensions or changes of the program shall only apply to the performed changes or extensions, however not to the original program.
- 13.15 The Customer shall have no claim against the Supplier for damages based on Material Defects. This shall not apply to the extent that a Material Defect has been fraudulently concealed, the guaranteed characteristics are not complied with, in the case of loss of life, bodily injury or damage to health, restrictions to liberty and/or intentionally or grossly negligent breach of contract on the part of Supplier. The above provisions do not imply a change in the burden of proof to the detriment of the Customer. Any other or additional claims of the Customer exceeding the claims provided for in this 13. based on a Material Defect, are excluded.
- 14. Infringement of Industrial Property Rights and Copyrights, Other Defects in Title**
- 14.1 Unless otherwise agreed, the Supplier shall provide the Delivery free from third parties' Industrial Property Rights and copyrights ("IPR") with respect to the territory of the Federal Republic of Germany. As far as a third party asserts a justified claim against the Customer based on the infringement of IPR by the Delivery made by the Supplier and used in conformity with the Contract, the Supplier shall be liable to the Customer within the time period stipulated in para. 13.3:
- The Supplier shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the Delivery concerned or whether to modify the Delivery in such a way that they no longer infringe the IPR or replace them. If this would be unreasonable to demand from the Supplier, the Customer may rescind from the Contract or reduce the remuneration pursuant to the applicable statutory provisions. 13.9, 13.10 and 13.12. shall apply mutatis mutandis.
 - The above obligations of the Supplier shall only apply if the Customer immediately notifies the Supplier of any such claim asserted by the third party in writing, does not concede the existence of an infringement and leaves any protective measures and settlement negotiations to the discretion of the Supplier. If the Customer stops using the Supplies in order to reduce the damages or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.
- 14.2 Claims of the Customer shall be excluded to the extent the Customer is itself responsible for the infringement of an IPR.
- 14.3 Claims of the Customer shall also be excluded if the infringement of the IPR is caused by specifications made by the Customer, to a type of use not foreseeable by the Supplier or to the Delivery being modified by the Customer or being used together with products or deliveries not provided by the Supplier.
- 14.4 With respect to claims by the Customer pursuant to 14.1.1 above, 13.5, 13.6, 13.10 shall apply mutatis mutandis in the event of an infringement of an IPR.
- 14.5 Where other defects in title occur, 13. shall apply - mutatis mutandis.
- 14.6 Any other claims of the Customer against the Supplier related to defects in title or any such claims exceeding the claims provided for in 14. shall be excluded. The Supplier's liability to pay damages shall be governed by section 16.
- 15. Impossibility, Adaptation of Contract**
- 15.1 To the extent that the Delivery is impossible to be carried out, the Customer shall be entitled to claim damages, unless the Supplier is not responsible for the impossibility. The Customer's claim for damages shall, however, be limited to an amount of 10% of the value of the part of the Delivery which, owing to the impossibility, cannot be put to the intended use. This limitation shall not apply in the case of mandatory liability based on intent, gross negligence or the Supplier's initial inability to perform ("anfängliches Unvermögen") or injury of life, body or health; this does not imply a change in the burden of proof to the detriment of the Customer. The right of the Customer to rescind from the contract shall remain unaffected.
- 15.2 Where unforeseeable events (8.2) substantially change the economic importance or the contents of the Delivery or considerably affect the Supplier's business, the Contract shall be adapted taking into account the principles of reasonableness and good faith. Where doing so is economically unreasonable, the Supplier shall have the right to rescind from the Contract. If the Supplier intends to exercise its right to rescind from the contract, it shall notify the Customer thereof without undue delay after having realised the repercussions of the event; this shall also apply even where an extension of the Delivery period had previously been agreed with the Customer.

- 16. Other Claims for Damages**
- 16.1 Claims for damages of the Customer, irrespective of their legal basis, in particular for violations of obligations of the contractual relationship and liability in tort shall be excluded. In particular, this shall apply to cases of loss of production, business interruption, loss of profit and/or virus attacks as well as – unless provided for otherwise in 16.2., which has precedence – loss of data.
- 16.2 In case of loss of data, the Supplier shall only be liable for the effort which would have been necessary if the data protection would have been done properly and regularly by the Customer. This limitation shall not apply if and to the extent data protection is an essential part of the Delivery by the Supplier (1.2).
- 16.3 The provisions in 16.1 and 16.2 shall not apply in cases of mandatory liability such as under an applicable product liability act, intent, gross negligence, injury to life, body, or health or the violation of essential contractual obligations.
- 16.4 Damages for violation of essential contractual obligations shall be limited to the damage foreseeable and typical for this type of contract unless in cases of intent or gross negligence or injury to life, body or health mandatory liability applies.
- 16.5 Insofar as per 16.1-16.4 the liability of the Supplier is excluded or limited, this also applies to the personal liability of its employees, workers, co-workers or other vicarious agents, however, but not to the personal liability of legal representatives or executives.
- 16.6 Insofar as the Customer is entitled to claims for damages as set out in 16.1-16.4, such shall become time barred upon expiry of the statute of limitation applicable to claims for Material Defects as provided in 13.3. In cases of intent and claims for Material Defects in accordance with the Product Liability Act the statutory provisions governing the statute of limitation shall apply
- 16.7 The above provisions in 16.1-16.4 do not imply a change in the burden of proof to the detriment of the Customer.
- 17. Items provided by the Customer**
- The Customer shall be liable against the Supplier for not infringing upon third party rights when utilizing and passing on materials or products of any kind whatsoever to the Supplier regardless of the carrier medium. The Customer shall hold the Supplier harmless from any claims arising from a third party.
- 18. Assignment**
- Any assignment of rights or receivables related to the Contract on the part of the Customer shall be valid only upon the prior approval of the Supplier.
- 19. Export Regulations**
- 19.1 In accordance with German Law, it will be necessary for Saab Medav Technologies to obtain an export license from the Bundesausfuhramt in Eschborn. Our offer is therefore dependent upon obtaining the appropriate license, which can only be applied for after receipt of a valid order.
- 19.2 In the event of export of the Delivery, the Customer shall comply with all export regulations applicable and inform its own purchasers that special export regulations apply. For Deliveries imported by Supplier which the Customer re-exports, the Customer shall be obliged to comply with existing re-export restrictions.
- 19.3 The Customer shall be entitled to export the goods only after full payment of the Delivery. 5.1 shall apply additionally.
- 20. Confidentiality**
- 20.1 The Parties shall undertake not to make available to third parties any documents, knowledge and information and other technical documentation - independent from and irrespective of the carrier medium - ("Information") received within the scope of the Contract without the written approval of the other party, or use them for other than contractual purposes. Such Information must be secured against unauthorised inspection or use. With reservation of further rights, each party may request the return of such Information, should the other party breach such duty.
- 20.2 The obligation according to 20.1 commences upon the first piece of Information and ends 36 months after expiration of the Contract.
- 20.3 The obligation according to 20.1 does not apply to information which is generally known or which was known to the respective party at the moment of receipt without the party being obliged to confidentiality or to information which was passed on by a third party authorised to submit such information or which was developed by the receiving party without utilisation of confidential information of the other party.
- 21. Applicable Law**
- Legal relations existing in connection with this Contract shall be governed by German substantive law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as of April 11th, 1980.
- 22. Place of Jurisdiction**
- The exclusive place of jurisdiction – also for cheques and notes receivable – shall be the Court of Nuremberg, Germany.
- 23. Severability Clause**
- The legal invalidity of one or more provisions of the Contract or these GTC shall not affect the validity of the remaining provisions. In case of legal invalidity of one provision, the Parties will replace the inoperable provision, or the provision not enforceable by law with a corresponding and appropriate valid provision, which comes as close as possible to the economic effect desired. This shall not apply if it would be unreasonable for one of the Parties to be obliged to continue the Contract.