

# General Purchase Terms of Entertainment Distribution Company GmbH

- 1.0 Conclusion of a contract, Technical Supplement, cancellation, written form, confidentiality, modifications, certificates of origin, official approvals**
- 1.1. We shall place orders on the basis of these General Purchase Terms. Other terms shall not become part of the contract, even if we do not object to them explicitly. If we accept the delivery / performance without explicit objection, this fact may not be used to construe under any conditions whatsoever that we have accepted your delivery terms
- 1.2. An integral part of our order is our Technical Supplement for the acquisition of machines. We shall supply this Technical Supplement on request, whenever required.
- 1.3. Offers shall be binding and submitted free of charge. They are to be in compliance with our enquiries. Alternative suggestions will, however, be welcomed. Any deviations from our enquiries are to be clearly marked as such. No remuneration will be granted for visits or for compiling offers, projects, drafts or for any trial deliveries.
- 1.4. If you do not accept our order in writing immediately, at the latest, however, within ten calendar days after receipt, we shall be permitted to withdraw from the contract.  
If you accept our order with deviations, you are to direct our attention clearly to these deviations. A contract shall only come into being after we have agreed to these deviations in writing.
- 1.5. Written orders only shall be considered legally binding. Verbal orders or orders placed by telephone shall require our subsequent written acknowledgement for legal validity. The same shall apply for verbal collateral agreements and verbal modifications of the contract.  
Orders, requests for delivery as well as their modifications and supplements may also be submitted electronically or by telecommunications or by machine readable data carriers. The same shall apply for order acknowledgements, incoming goods documents and invoices.
- 1.6. You shall have to treat our enquiries, the offers which ensue as well as the contract conclusion in strictest confidence and may draw attention to business relations with us in any publications, e.g. in advertising material and lists of references, only after written approval rendered by us.

- 1.7. The contractual partner undertakes to treat all commercial or technical details, which are not obviously general knowledge and which become known to him during the process of executing the order or in the course of the business relationship as business secrets and not to make such information accessible to third parties. Sub-suppliers shall be put under the same obligation. The same shall apply for all products and product information. Employees who are commissioned by you to execute our order must be put under obligation by you to observe secrecy. They are to be instructed according to Sections 17 and 18 UWG (German Act against Unfair Practices). If one of the contractual partners notices that information to be kept secret has been disclosed to an unauthorised third party or that documents to be kept secret have been lost, he shall inform the other contractual partner of this fact without delay. The obligation to observe secrecy shall continue to apply even after fulfilment of this contract. It shall only cease to apply when and in so far as the manufacturing knowledge and/or the know-how which is contained in the documents becomes general knowledge.
- 1.8. We shall be permitted to demand modifications of the delivery item even after the contract has been concluded, provided this is reasonable for you. In this modification, the effects shall have to be taken into consideration for both sides, in particular with respect to the additional or reduced costs as well as the delivery deadline.
- 1.9. In the case of non – EU-countries, documents necessary for correct customs clearance shall either be supplied with the goods or be sent to EDC by courier prior to arrival of the goods.

## **2.0 Prices, shipment, packaging**

- 2.1. The prices agreed upon are fixed prices and shall exclude any subsequent demands of all kinds. The costs for packaging and transport to the forwarding address and/or point of use we have mentioned as well as for customs formalities and the customs fees have been included in the prices. In case of ex works pricing or pricing ex your depot, the shipment shall be effected at the respectively lowest costs, provided we have not requested any certain type of shipment. Additional costs for unobserved shipping instructions shall have to be borne by you. In case of free-recipient pricing you may determine the type of shipment. Additional costs for shipment accelerated to keep a delivery deadline, for example, shall have to be borne by you. The type of pricing shall not modify the agreement with respect to the place of performance.
- 2.2. The delivery shall include all contractually agreed operating supplies as well as all documentation, such as drawings, quality and test certificates, service handbooks, spare parts catalogues as well as any other handbooks.

In the case of all kinds of technical appliances, the scope of delivery shall also include comprehensive presentations of the system as well as serviceable assembly and operating instructions, in the case of software products complete system and user documentation must be included.

In the case of software developed exclusively for us, the obligation to deliver shall be considered as fulfilled only after the source code has been transmitted.

- 2.3. Every delivery shall be accompanied by a packing slip or delivery note listing the contents as well as the complete order identification. Apart from that our EDC incoming goods standard (EDC WE standard) shall be applicable.
- 2.4. The delivery becomes our property when it is handed over. This shall not apply in cases when a reservation of title in our favour exists.  
The type of pricing shall not modify the agreement with respect to the place of performance.  
If, on account of a contractual agreement, ownership of the products to be supplied is already transferred to us at a point in time when the products are stored on your premises, you shall mark our property correctly, store it separately and indemnify us against any losses, damage and claims of third parties.
- 2.5. In case of deliveries with erection or installation and in case of services, the risk shall be passed with the acceptance; in case of deliveries without erection or installation the risk shall be passed on receipt at one of our receiving points mentioned.
- 2.6. We shall accept only the quantities or unit numbers ordered by us. Any additional or short deliveries shall be permissible only after prior arrangement with us.
- 2.7. Forwarding instructions, in particular forwarding addresses, shall be observed with meticulous accuracy. Any costs which arise due to forwarding instructions not being correctly observed shall be borne by you.  
Our order number shall be indicated on dispatch notes, delivery notes, consignment notes, invoices and all correspondence with us. You shall be responsible for all consequences which ensue from failing to adhere to this obligation.
- 2.8. Dispatch takes place at your risk. The risk of any deterioration, including accidental perishing, shall remain with you until delivery to the agreed forwarding address and/or point of use.  
We shall not be obliged to process truck loads before the delivery papers have arrived.
- 2.9. If we request you to delay a delivery, you shall be obliged to store carefully and to insure the correctly packed and marked products, however this will not be expected for a period longer than one month .

- 2.10. Your obligation to take back the packaging shall be based on the legal regulations. The goods shall have to be packed in such a way that damage in transit is prevented.  
Packaging material shall be used to an extent only which is required to ensure the intended purpose is fulfilled. Environmentally friendly packaging material only shall be used.  
You are liable for all subsequent damage which ensues as a consequence of you having violated your statutory obligations to dispose of packaging.

### **3.0 Invoicing and payment**

- 3.1. Invoices shall have to be submitted to us separately along with all appertaining documents and data, in particular with the order identification and the quantity of each individual item ordered, after the delivery in a correct, clean and technically legible form.  
Invoices which are not correctly submitted shall only be considered as submitted after the point in time when they have been corrected.
- 3.2. The terms of payment and the deadlines mentioned in our orders shall be applicable. The payment shall be due on complete delivery / performance and/or on acceptance and correctly issued invoice.
- 3.3. Payment shall not be construed to recognise the delivery or service to be in compliance with the contract.
- 3.4. If certificates on material testing have been agreed upon, they shall be a significant part of the delivery and shall have to be sent to us along with the delivery. However, at the latest they shall have to be received by us ten calendar days after receipt of the invoice. The payment deadline for the invoice shall start running down with the receipt of the certificate and/or documentation agreed upon.
- 3.5. If you have provided services for us, the invoice for these shall be accompanied by a performance record, time sheet etc confirmed by our inspection officer.
- 3.6. In the case of an incorrect or incomplete delivery, we shall be entitled to withhold payment proportionately until correct fulfilment. This shall be without any detrimental effect on reductions, discounts or similar payment benefits. If payments for incorrect deliveries have already been made, we shall be entitled to withhold other due payments up to an amount of the payments already made.  
Our payments are made subject to any possible correction in case there should be any subsequent complaints.

#### **4.0 Delivery deadlines, delay in delivery, force majeure, early delivery, partial deliveries, issuing of documentation under exceptional circumstances**

4.1. The delivery deadlines agreed upon shall be binding and must be adhered to precisely. The correct and orderly receipt of the goods and/or the correct performance of the service as well as the handing over of the documentation at the receiving or using point defined by us or the punctuality of the successful acceptance shall be decisive for the observation of the delivery deadline or the delivery date.

Unconditional acceptance of the delayed delivery does not necessarily mean dispensation with claims for compensation.

4.2. If you find out that a deadline agreed upon cannot be kept for some reason, you shall have to inform us in writing immediately rendering the reasons and the presumed duration of the delay.

In such cases you shall nevertheless undertake all necessary measures so that the agreed delivery date can be observed, or at least that only a minimal delay in time ensues, and inform us in writing about measures you have already undertaken and have yet to take in the individual case in question.

Notification of an anticipated delay in delivery does not alter the delivery date in any way. You shall grant us the right to be able to intervene with your suppliers, if this should be necessary.

All cost which arise for us as a consequence of culpable lack of notification or delayed notification are to be borne by you. Extra costs which arise for accelerated conveyance required in order to adhere to a delivery date are to be borne by you.

4.3. If you fall into arrears, we shall be entitled to the legal claims.

After a legally reasonable respite set by us has run down unsuccessfully, it shall be at our discretion to continue to demand the delivery / performance, to withdraw from the contract with or without damages or to obtain replacement from a third party and/or claim damages instead of performance. Our claim for delivery / performance shall be lost only when we either declare our withdrawal or demand damages instead of performance.

4.4. You shall be able to claim the absence of necessary documents to be supplied by us only if you reminded us in writing of the supply of the documents which you have not received within a reasonable period of time.

4.5. Force majeure and industrial strife shall relieve the contractual partners for the duration of the interruption and in the scope of their effect on the obligation to perform. The contractual partners shall be obligated to render the necessary information immediately, or as soon as can be reasonably requested, and shall adapt their obligations to the changed conditions in good faith.

We shall be relieved of the obligation to accept the delivery / performance ordered in whole or in part, and thus shall be permitted to withdraw from

the contract, when the delivery / performance is no longer marketable under consideration of economic conditions in case of delays caused by force majeure and/or industrial strife.

- 4.6. In case of earlier delivery than agreed upon, we reserve the right to return the goods at your costs. If the goods are not returned in case of premature delivery, the goods shall be warehoused by us at your costs and risk. In this case of premature delivery we reserve the right to settle the payment at the due date agreed upon.
- 4.7. Partial delivery shall be accepted only after explicit agreement. If partial delivery has been agreed upon, it is to be marked as such in the dispatch documents and/or invoices. The remaining residual quantity is also to be listed there. Even if we agree to a partial delivery, the agreed dates for the total delivery/total performance shall remain unaffected, thus the delivery/performance shall only be considered as completed after the contract has been fulfilled in its entirety.

**5.0 Warranty, safety data sheets, notice of defect, subsequent improvement of defects, new delivery, withdrawal, reduction, compensation, epidemic failure, right to carry out our own subsequent improvement of defects**

- 5.1. All deliveries / services are to be provided for us free of material defects and defects of title. They shall be in compliance with the agreed quality and with the latest state of the art in technology, the appropriate European and German legal regulations and rules and guidelines of the authorities, trade associations and professional bodies competent for us. The deliveries / services shall also be suitable for the use prescribed according to the contract or, if such a use is not defined in the contract, they shall be suitable for the usual uses which occur.

All goods shall comply with the latest safety regulations and must be accepted by the competent inspection points and be specifically approved for use according to the intended purpose. In particular the deliveries / performances shall fulfill the work-safety regulations, the requirements of the Equipment and Product Safety Act, the regulations governing accident prevention and fire protection as well as environmental provisions.

You shall be obligated to hand over with the delivery the safety data sheets applicable for the respective delivery. You shall indemnify us against all claims for compensation by third parties in case that you do not supply the safety data sheets; supply them at a later point in time or they are faulty. The same shall apply for all modifications at a later point in time.

If deviations from these regulations are required in individual cases, you shall have to obtain our written approval. Your liability for defects shall not be restricted by this approval.

If you have doubts about the type of workmanship requested by us, you shall have to inform us in writing immediately.

- 5.2. If you should culpably provide a delivery / performance which is not free of rights of third parties in Germany or, providing you are informed about it, in the country of destination, you shall be held answerable for all financial disadvantages ensuing from this.
- 5.3. We shall notify you in writing of any obvious defects of the delivery / performances without delay in the usual course of business as soon as they were noticed, at the latest, however, within five working days after the receipt of the delivery. In the case of concealed defects complaints must be made within a period of 3 working days following discovery.
- 5.4. Upon request, defects of delivery / performances complained about during the warranty period, which shall also include the fall short of guaranteed data and the absence of promised properties, shall have to be remedied immediately and free of charge, without any ancillary costs, at our discretion by improvement or exchange of the defective parts or new delivery. If subsequent fulfilment is not possible immediately, you shall find a remedy as quickly as possible in consensus with us. You shall bear, in particular, all expenses which arise in connection with the ascertainment of defects and the elimination of defects, also in cases where these arise on our premises, in particular costs for investigations, costs for removal and installation, shipping and handling charges, labour and material costs. This shall apply also, if the outlay increases by the fact that the delivery item has been taken to a site other than the place of performance, not however if disproportional costs ensue as a consequence. Subsequent improvements or new deliveries / new productions have to be undertaken, if necessary, in multi-shift operation or overtime or by means of work on public holidays, if this should be necessary and reasonable on account of urgent operational reasons in our business. After the second reasonably set deadline for improvement or new delivery/new production has run down unsuccessfully, we shall be permitted to avail ourselves of the legal rights of withdrawal and reduction. An agreed deadline period for the follow-up fulfilment has the same legal consequences as a time period set by us. As far as we are entitled to withdrawal, this can, providing the non-fulfilment or mal-performance is limited to a definable part of the performance, be strictly limited to this part whilst the remainder of the contract may be upheld. Forwarding costs for goods which have to be returned due to complaints are to be borne by you. In all cases we reserve the right to claim damages.

- 5.5. If the same kinds of defects occur in the case of more than 1.5 quality level value of the parts supplied (epidemic failure), we shall be entitled to reject the entire delivered quantity on hand as defective and also enforce legal and contractually agreed claims relating to defects.
- 5.6. If you do not meet your obligations based on the liability for faults intentionally or negligently within a reasonable period of time set by us, we shall be permitted to take the required measures at your cost and risk or shall be permitted to commission a third party. We shall invoice work we carry out at the market prices customary between third parties.  
After consultation and agreement with you, in urgent cases we shall be able to carry out any improvements ourselves or shall be permitted to commission a third party. In meeting our obligation to mitigate damage, we shall be permitted to remedy small defects ourselves without prior harmonisation without limiting your obligations derived from the liability for faults. We shall be able to charge you with the outlay required.  
The same shall apply, if excessively high damage is suddenly threatening or other special circumstances exist which, under consideration of the interests of both contractual parties, justify immediate follow-up improvement by us. Without the appointment of a date, we shall be able to carry out improvement work at your costs, if you failed to meet the delivery date and we have to carry out the improvement work immediately to avoid our own delay or other urgent requirements.  
The claims mentioned above shall be barred after two years after the defect has been notified.  
The stipulations mentioned above shall apply for the remedial defect service mutatis mutandis.  
You shall bear the costs and risk of return of defective delivery items.

## **6.0 Warranty period, stoppage, re-start**

- 6.1. The warranty period for material defects and defects of title shall be three years, unless something contrary to the contract has been agreed upon explicitly. This shall also apply in the case of multi-shift operation. The period shall start with the supply of the delivery item to us or the third party named by us at the receiving or utilisation point advised by us. In case of devices, machines and plants, the warranty period shall start with the acceptance date which is rendered in our written approval statement. In case of deliveries to locations at which we carry out orders outside of our works or workshops, the warranty period shall start with the acceptance by our client. The period shall terminate at the latest two years after passing of the risk.  
If the acceptance is delayed without your fault, the warranty period shall be two years after provision of the delivery item for acceptance. The warranty period for buildings and building materials shall be determined by the legal stipulations; for spare parts the warranty period shall be three years after installation / initial operation and shall terminate at the latest five years after delivery.

6.2. As long as the justification of our complaints is being discussed, the warranty period of the plant / plant part concerned shall be interrupted starting with the notification of the stoppage to the termination of the discussions and/or until the end of the repair work and, if required, acceptance has taken place.

If you supply a replacement in the context of follow-up performance, the limitation period for the part supplied as a replacement shall begin anew as from time when it is installed/accepted. In the case of a part which has been subsequently improved the limitation period shall begin as from the completion/acceptance of the follow-up improvement and/or the installation new construction of the subsequently improved part. This regulation does not apply if only a minor defect of a supplied part can be eliminated by a replacement delivery or follow-up improvement without any appreciable investment of time and money. It also does not apply in cases where the replacement delivery or follow-up improvement undoubtedly took place on the basis of goodwill or by way of amicable settlement of a dispute or in the interest of pursuing the delivery relationship.

In certain cases acceptance may have to be applied for from us in writing. In any case, however, the limitation period shall on no account terminate before expiry of the limitation periods agreed for deficiency claims relating to the original delivery or service.

## **7.0 Quality assurance, product liability**

7.1. You shall have to carry out quality assurance measures corresponding to the latest state of the art in technology suitable in type and scope and shall have to prove the said to us upon request. If and when we consider it necessary, you shall have to conclude a corresponding quality assurance agreement with us.

7.2. By means of your controls at the factory, it shall be ensured that your deliveries comply with our technical terms of delivery. You shall be obliged to compile records of the investigations conducted and to file all test, measuring and control results, and keep them carefully for a period of 10 years. We shall be entitled to inspect these documents at any time and to make copies of them.

7.3. Unless anything to the contrary is agreed, you shall mark the delivery items in such a way that they can be identified permanently as your products.

7.4. If claims are put forward to us due to violation of official safety regulations or due to domestic or foreign product liability regulations or laws for faultiness of our product, which was caused by your goods, we shall be entitled to claim the compensation of this damage from you, provided it has been caused by the products you have delivered.

This damage shall also include the costs for a precautionary call-back action. We shall inform you about the content and scope of the call-back measures,

in so far as this is possible and reasonable, and give you the opportunity to comment.

- 7.5. Moreover, you shall have to take out an insurance of appropriate coverage against all product liability risks inclusive of the call-back risk, and shall have to present the insurance policy to us for inspection upon request.

## **8.0 Property rights, utilization rights**

- 8.1. You shall not be entitled to use our trade names, logos, brand marks or industrial property rights either for your own purposes or for the benefit of third parties. You shall not be entitled to use these either individually or in connection with your own trade names, brand marks or logos, without our prior written approval.

If we grant our approval, you shall be obliged to adhere strictly to the guidelines regarding size, positioning and layout of the trade names, brand marks or logos.

- 8.2. Products which are not part of your standard range and which you have manufactured on the basis of our instructions or according to our drawings and/or technical specifications, shall not be offered, sold or supplied to third parties without our prior written approval.

- 8.3. Products from your standard programme shall only be offered, sold, supplied by you to third parties or otherwise brought onto the market, if our trade name, brand mark or logo are still recognisable on the product. The same applies if third parties may assume that the product in question has been brought onto the market by us.

- 8.4. You shall be responsible for the fact that all deliveries are free from property rights of third parties, and in particular that no patents, licences or other third-party property rights are violated by the delivery and utilisation of the delivery items.

- 8.5. We shall inform each other reciprocally without delay in writing in case of claims being enforced against one of us on account of violation of property rights relevant to the contract.

- 8.6. In the case of culpable violation of these obligations, you shall release us and our customers from claims of third parties which ensue from any violations of property rights and bear all costs arising for us in this connection; including costs for possible prosecutions and recall actions. Your indemnity obligation refers to all expenses which necessarily ensue for us in connection with claims made by third parties.

- 8.7. If use of the object of delivery / performance according to the terms of the contract is restricted by property rights of third parties, you shall be obliged – irrespectively of your other contractual obligations – at your own expense,

to obtain the right from the authorized person in connection with the property rights, for us to use the object of the delivery / performance according to the terms of the contract without any restrictions and without additional costs for us.

You are also entitled to modify the parts of your delivery / performance relevant to property rights to such an extent that they are no longer covered by property rights, but nevertheless comply with the contractual provisions which concern you as well as us.

- 8.8. If your efforts according to Item 8.7 are not successful, we shall be entitled, following agreement with you and at your expense, to obtain permission from the authorized person to use the objects of delivery and services concerned.

If efforts according to Item 8.7 or 8.8 fail, then you shall remove the equipment at your expense and refund the payment we have made to us plus interest at the normal bank rate. We reserve the right to enforce further legal claims.

- 8.9. On delivery of any creation which is protected by copyright, we shall also receive the simple, unrestricted right to utilization in all utilization forms from you.

## **9.0 Supply of materials**

- 9.1. Materials supplied shall remain our property and shall have to be stored separately, shall have to be marked and administered free of charge. The use shall be permitted for our orders only. In case of a decrease in value or loss you shall have to provide replacement. This shall also apply for authorized assignment of order-related material.

- 9.2. Processing or transformation of the material shall be done for us. We shall become the actual owner of the new or transformed matter. If the final product is produced with materials supplied by third parties, we shall become joint owner of the final product relative to the value of our materials supplied in the value of the overall product. You shall store the new matter for us free of charge with the care of a prudent businessman.

## **10.0 Tools, forms, patterns, secrecy, et cetera**

Tools, forms, patterns, models, profiles, drawings, standard sheets, print copies and gauges supplied by us as well as the subsequently produced objects shall not be forwarded to third parties without our written approval, neither may the said be used otherwise than for the contractual purpose. They shall have to be secured against unauthorised perusal or use. Subject to other rights, we shall be permitted to demand their surrender, if the contractor violates these obligations. Information obtained from the ordering party shall not be made accessible to third parties by the contractor provided they are not generally or otherwise legally known.

## **11.0 Liability**

For whatever legal reasons, your claims for damages against us shall be excluded for minor negligence. This exclusion of liability shall not apply for claims for damages, which are based on a violation of important contractual obligations by us.

Furthermore this shall not apply for cases of injury of life, body and health.

In cases of a minor negligent violation of significant contractual obligations and gross negligence by simple vicarious persons, the compensation shall be limited to the replacement of the typical damage to be anticipated at the conclusion of the contract.

If our liability is excluded or limited, this shall also apply for the personal liability of our staff members, out-of-office staff and vicarious agents.

## **12.0 Transfer of contract, change relating to the company, modification in production, ability to deliver, data protection**

12.1. You shall notify us immediately about any transfer of contract which might occur and any change relating to your company.

12.2. If you should intend to modify or cease your productions, you shall inform us of this immediately in writing. In the case of ceasing production you are to ensure that materials you have previously supplied to us will be available for delivery for at least 12 months following your notification to us.

12.3. In the case of supply of bought-in and standard parts as well as products you have manufactured yourself, you shall assure us that you will be able to deliver for a period of 7 years.

12.4. We shall be entitled to collect, process and use data within the meaning of the German Data Protection Act which arise in connection with execution of the contract.

## **13.0 Partial invalidity**

If individual parts of these general purchase terms are without legal force, the effectiveness of the other stipulations shall not be affected.

## **14.0 Subcontracting, prohibition of assignment, set-off, right of lien**

14.1. You are not entitled to subcontract the order or important parts of the order to third parties without our prior written approval. If this approval is granted, you shall remain responsible as joint and several debtor

14.2. You are not entitled, without our prior written approval, to assign your claims against us – as a whole or in part – or to have them collected by a third party. In cases where an extended reservation of title is existent approval shall be considered as having been granted. If you assign a claim against us to a third party without our agreement, the assignment is never-

theless effective. Subsequently, at our own choice, we can discharge the obligation directly to you or the third party.

- 14.3. You may only off-set in case of uncontested or finally decided counterclaims.
- 14.4. You are only entitled to rights of lien if they are based on the same contractual relationship.

#### **15.0 Contract language, correspondence**

The contract language is German. All correspondence and all other paperwork and documents shall be drawn up in the German language. This shall also apply for all other documentation, e. g. for advance payment bonds and warranty bonds.

Deviating from this, we are entitled to demand all documentation as well as related communication in English.

In so far as the contractual parties use another language in addition to the German language, the German wording shall have precedence.

#### **16.0 Suspension of payment, insolvency**

If you discontinue your payments or if a temporary liquidator is nominated or insolvency proceedings for your assets are opened or if a bill or cheque is protested, we shall be entitled to withdraw from the contract in whole or in part which shall not constitute the basis for any claims against us.

If the contract is terminated by us, the services performed until that point in time shall only be settled according to contractual prices providing they can be used by us for the purpose for which they were intended. The damage which ensues for us shall be taken into consideration when settling the account.

#### **17.0 Place of fulfilment**

Providing nothing to the contrary has been expressly agreed, the place of fulfilment for the obligation to supply / provide a service is the forwarding address or point of use; for all other obligations concerning both parties, place of fulfilment is Langenhagen, Germany. The risk of accidental perishing or accidental deterioration shall only be transferred to us when the goods are accepted or taken over at the place of fulfilment.

## **18.0 Place of jurisdiction, applicable law**

- 18.1. For all present and future claims ensuing from the business relationship with business people including payment requests relating to bills of exchange and cheques, the exclusive place of jurisdiction shall be Hanover. The same place of jurisdiction shall apply if you have no general place of jurisdiction in Germany, transfer their permanent address or usual place of residence outside Germany after conclusion of the contract, or if their permanent address or usual place of residence are unknown at the time the legal action is brought. We shall, however, retain the right to put forward our claims at any other permissible place of jurisdiction.
- 18.2. Moreover, the laws of the Federal Republic of Germany shall be applicable exclusively.