General Terms of Purchase
(date: 01.12.2016)

I. General items

1. The General Terms of Purchase (hereinafter referred to as “GTP”) are part of the contract that has been concluded with us.

2. These GTP shall apply to the exclusion of any others. Deviating or conflicting conditions stipulated by the Supplier will not be accepted by us unless we have expressly agreed to them in writing. Our GTP shall also apply to all future business transactions between the parties even if we accept the goods without any reservation, while being aware of deviating or conflicting conditions.

3. Individual agreements made with the Supplier in a particular case (including collateral agreements, additions and amendments) shall take precedence over these GTP. The content of any such agreement shall be governed by a written contract or by our written confirmation.

4. Our GTP shall only apply to traders.

5. Written documentation as defined by these GTP shall also include statements made via fax and email.

6. In addition, our “Safety rules for suppliers”, as duly amended, which are provided for download on our website www.winkelmann-group.de shall also apply.

7. With regard to orders made by our “Automotive” business unit, furthermore, our quality assurance and environmental protection requirements (hereinafter referred to as “QAEPs”) also provided for download on our website, www.winkelmann-group.de, shall additionally apply.
II. Conclusion of contract, amendments

1. Only orders that have been issued in writing shall be legally binding. Orders that are placed verbally or by telephone shall only become legally binding following our subsequent written confirmation.

   a) With regard to first-time orders: if our offers do not contain an express commitment period, we will be bound for a period of 30 days after the date on which the offer was made. Our receipt of the notice of acceptance shall be the criterion for acceptance in good time.

   b) With regard to ongoing business relations: if the Supplier does not object immediately in the case of recurring orders, at the latest within 7 days of receipt of the written order, this shall be considered to be confirmation of the order.

2. In regular business relationships, our delivery schedules can be adapted to our customer’s delivery schedules if

   a) this is reasonable for the Supplier,

   b) if we notify the Supplier of this immediately and a reasonable period remains for the delivery. Section II. 1. b) of these GTP shall apply, mutatis mutandis, to the Supplier’s objection option.

3. If the Supplier has any reservations as to the design favoured by us, it/he shall immediately notify us of this fact in writing. The Supplier is not authorized to make any changes to the goods or to the processes, designs, and materials on which the goods are based, or to accept corresponding changes made by its/sub-suppliers without previously having obtained our written consent. Any new costs for the validation of goods at our location or at our customers’ location which are brought about by changes made by the Supplier (except in the case of changes that have been requested on our behalf) shall be borne by the Supplier. In this case we shall decide on the appropriate amount of the validation costs jointly with the Supplier.

4. We can require that the Supplier make changes to the goods at any time. In these cases, the changes shall be implemented in collaboration with the Supplier and the impact of the changes shall be analyzed. If the changes are considerable ones, the contract shall be adjusted to match them. The Supplier shall declare that it/he will make every effort to implement the changes and to collaborate proactively as regards all modification requirements. This shall in particular apply to changes that are implemented on the basis of public law or to requirements laid down by our customers.

5. Compensation or reimbursement for service calls or for the preparation of tenders, projects, and the like, will not be granted.
III. Prices, terms of payment

1. The prices stated in the order shall be binding and shall exclude the statutory value-added tax applicable in each case. Unless explicitly agreed otherwise, the price shall include DDP delivery to the reception centre specified by us, or to our branch establishment (Incoterms 2010); the freight, shipping costs and packaging shall be included in the price. If, departing from the principle expressed in the previous sentence, we have to bear the cost of freight and/or shipping costs, the Supplier has to select the most reasonably priced solution for transport unless we stipulate a specific type of dispatch. If a shipment involves a mode of transport that is more unfavourable to us (e.g. express freight instead of standard freight) due to non-compliance with the delivery date, the Supplier will bear the additional costs incurred.

2. Unless agreed otherwise, payment shall be effected upon delivery of the goods and upon receipt of the invoice by the 25th day of the following month with a 3% discount.

3. If no prices are stated, the Supplier’s list prices applicable at the time of the order shall apply, along with the discounts stated in item III. 2 of these GTP.

4. The punctuality of the payments owed by us will be determined by the receipt of the transfer order by our bank.

5. Invoices have to be sent to us as single copies when the goods are shipped; however, separately from the goods.

6. In the event of default of payment we shall be liable for default interest at a level of 5 percentage points above the base interest rate in compliance with Section 247 BGB (German Civil Code).

7. The Supplier will fully disclose its/his price calculation to us on request and with the joint objectives of reducing costs and promoting competitiveness, and, within the scope of “open book” costing, will communicate all costs of raw materials, processing costs, direct and indirect labour costs and overheads, amortization of capital investments, sales overheads, and profit. Any possible miscalculations shall be entirely at the Supplier’s expense.

IV. Packaging, shipment

1. The goods shall be packaged correctly and delivered in a fashion that protects them from damage, taking the packaging and preservation instructions and the specifications on the packaging data sheet into consideration. The packaging units specified must be complied with. If the goods are not packaged as specified, the delivery shall only be deemed to have been effected if our written consent for changed
packaging has been issued. We can decline acceptance if the delivery note does not bear details of this consent.

2. The Supplier shall deliver the goods using suitable means of conveyance and, if agreed, solely using means approved by us, with a view to avoiding damage and quality degradation (e.g. contamination, corrosion, or chemical reactions).

3. The Supplier undertakes to state our exact order number on all dispatch papers, delivery notes, invoices and in all other correspondence; invoices, in particular, can only be processed by us if they state the order number shown in our order, as specified in the latter. The Supplier shall be responsible for all consequences arising on account of non-compliance with said obligation. This will include compensation for any losses and expense incurred by our customers as a result of their receiving and/or further processing goods with incorrect or missing order numbers. In the event of processing within the scope of our normal business operations being delayed due to the absence of the order number, the period for payment specified in item III. 2. of these GTP will be extended by the period of the above time lag.

4. If, by way of exception, we are invoiced separately for packaging, we shall be entitled to return packaging that is in a good condition to the Supplier in return for remuneration amounting to 2/3 of the value of this item as indicated by the invoice. The expense of the return delivery shall be borne by the Supplier. A separate written agreement will be required to substantiate an obligation to return goods.

5. Save as no different agreement has been made in writing, deliveries shall be effected DDP (“delivered duty paid” / Incoterms 2010). Deliveries will be effected at the Supplier’s risk. Up to delivery to the delivery address or shipment centre required by us, the risk of any deterioration to, including the accidental loss of, the delivery item shall remain within the Supplier’s responsibility.

V. Supplier’s terms of delivery and obligations, delays in delivery

1. The delivery date stated by us in the order or stipulated in any other fashion in compliance with these GTP shall be binding. The criterion for whether or not the delivery date has been complied with shall be the receipt of the goods at the reception centre or utilization site specified by us.

2. The Supplier undertakes to make adequate manufacturing and delivery capacity available so as to have the projected capacity permitting the manufacture and delivery, in good time, of the stipulated number of goods per calendar year +15%.

3. To cover an additional immediate requirement, the Supplier shall, if requested to do so, keep a quantity of the goods in stock at its/his own expense, said quantity to be agreed upon. If no plans have been made concerning expiry, upon termination of the contractual relationship we undertake to accept delivery of the goods concerned provided they comply with the contract and the Supplier cannot
utilize them in any other way. If required to do so, the Supplier shall deliver goods to a consignment warehouse. In that case a separate consignment agreement will be concluded for this purpose.

4. If delivery is effected earlier than agreed, we reserve the right to carry out a return delivery at the Supplier’s expense. If no return delivery is made in the case of a premature delivery, the goods shall be stored in our organization up to the delivery date at the Supplier’s expense and risk, with passage of the risk occurring on the delivery date. We shall then be entitled to set a payment date for the invoice on the basis of the agreed delivery date.

5. The Supplier shall not be entitled to make partial deliveries without our prior written consent. If partial deliveries are agreed, the residual quantity remaining is to be listed.

6. Overdeliveries or short deliveries shall only be permitted subject to our prior written consent.

7. If the Supplier perceives that an agreed deadline cannot be met for any reason, it/he shall notify us of this in writing without delay, stating the reasons for and duration of the anticipated delay. The Supplier shall only be able to invoke a delay for reasons that are beyond its/his control if it/he has discharged this notification commitment.

8. If the latest date on which the delivery has to be affected can be determined on the basis of the contract, when this date has elapsed the Supplier shall be in default without any reminder of this being necessary on our part.

9. In the event of a default in delivery, we shall be unreservedly entitled to exercise the statutory claims and rights, including the right of withdrawal and, following the unsuccessful expiry of a reasonable period of grace, the right to claim for compensation instead of performance of the contract.

10. The Supplier shall be obligated to compensate us for all direct or indirect losses due to a default in delivery. Acceptance of the delayed delivery or service shall not involve any waiver of claims for compensation. In the event of a default in delivery, we shall be entitled, after giving an advance warning, to require that the Supplier pay a contractual penalty amounting to 0.5% for every week of delay that has commenced, however for a maximum total of 5% of the total value of the order. This contractual penalty shall be taken into account when calculating the default-induced loss to be compensated for by the Supplier. The option of lodging claims for further losses will remain unaffected by this. We undertake to reserve the right to claim the contractual penalty until the goods the delivery of which has been delayed have been paid for.

11. Cases of force majeure (e.g. natural events such as earthquakes, storms or floods, but also wars and other military conflicts, terrorist attacks and other unforeseeable events) shall, for the duration of the impediment and within the limits of its impact, release both the Supplier and ourselves from the obligation to make or accept deliveries. Within the bounds of what is reasonable, the parties shall undertake to immediately give each other the necessary information and, acting in good faith, to adjust their commitments to match the changed circumstances.
12. If the Supplier is affected by one of the aforementioned events, he/it will do his/its utmost to maintain deliveries to us, supporting us by shifting production of the goods to us or to a third party, this shall also include licensing the industrial property rights necessary for production on reasonable terms.

13. If there are supply bottlenecks, the Supplier shall give preference to fulfilling our order insofar as this is possible for him/it, giving reasonable consideration to the Supplier’s other delivery obligations.

14. In the event of a fairly long-term impediment to deliveries, we shall be released from the obligation to accept delivery of the items and/or provision of the services ordered, either wholly or in part, and shall be entitled to withdraw from the contract in so far as the items delivered or services provided should no longer be utilizable, taking commercial aspects into account, due to a delay caused by force majeure or any other event defined in item V.11 of these GTP.

15. The Supplier warrants that his/its deliveries, comply with the provisions of EC Regulation No. 1907/2006 on the registration, evaluation, authorization and restriction of chemicals (hereinafter referred to as the “REACH Regulation”). To the extent necessary under the provisions of the REACH Regulation, the substances present in the Supplier’s goods shall be pre-registered or, after the expiry of the transitional periods, registered, unless the substance in question is excluded from registration procedure. The Supplier shall make safety data sheets available in accordance with the REACH Regulation and also the necessary information stipulated by Art. 32 of the REACH Regulation. Furthermore, if requested to do so, the Supplier shall provide us with the information required under Art. 33 of the REACH Regulation.

16. The Supplier undertakes to familiarize itself/himself with our “Sicherheitsregeln für Auftragnehmer” (safety rules for suppliers) relating to our operating facilities. The version of this document currently in force can be downloaded from our website: www.winkelmann-group.de. The Supplier shall urge its/his employees and sub-suppliers to comply with these safety rules and shall monitor their compliance with the same. Before commencing its/his work, the Supplier shall confirm that he/it has taken notice of the safety rules by forwarding to us the “Bestätigung der Kenntnisnahme” (confirmation of familiarity with the rules), duly signed. The above document is printed on the last page of the safety rules.

VI. Supplier’s obligation to maintain stocks

The Supplier undertakes to maintain stocks of the goods, amounting to the average quantity ordered in the last calendar year, for at least the period of the warranty for defects applicable in each case, the latter commencing with our last order of said goods.
VII. Warranties

1. The Supplier warrants that all the goods supplied and all the services provided by it/him are in line with the current state of the art and comply with the pertinent legal regulations and the regulations and rules laid down by public agencies, employers' liability insurance associations, and trade associations.

2. All the measurements stated in a drawing agreed with us shall be guaranteed by the Supplier. This shall also apply to other technical agreements. If, in individual cases, departures from these provisions should be necessary, the Supplier shall obtain our prior written consent in this regard. The Supplier’s warranty obligations will not be affected by this consent.

3. Unless otherwise agreed, the incoming goods inspection in our organization will be restricted to transportation damage perceptible on the exterior and ascertainment of the quantity and identity of the goods ordered by means of the delivery documents. At all events, notice of any defects detected in the course of the inspection will be given in good time if we notify the Supplier thereof within 3 work days of our receiving the goods on our premises. There are no inspection obligations on our part that go beyond the above. At all events, notice of any hidden defects detected will be given in good time if we notify the Supplier thereof within 3 work days of our detecting them.

4. Upon receiving notification with regard to a defect, the Supplier shall carry out a fault analysis without delay. If necessary, we will do our utmost to support the Supplier in ascertaining the fault. For this purpose, the Supplier will be provided with the agreed volume of the goods claimed to be substandard. The Supplier shall analyze every deviation from the specifications of the goods complained about and shall carry out all the inspections necessary to identify the source of the defect. The Supplier shall then promptly provide written notification of the causes of the irregularities or defects and of the measures initiated to rectify defects and prevent them and their repercussions in future.

5. The acceptance or approval of samples or specimens submitted shall not constitute a waiver of our warranty rights on our part.

6. Once we have requested that this be done, the Supplier shall promptly, without any expense to us - including all incidental costs - remedy both defects that have been reported in good time and other faults in the goods, including the absence of guaranteed properties; remediation shall be effected at our discretion, either by the repair or replacement of defective parts or by the delivery of an item free of defects. In this respect, the place of performance for the subsequent performance claim shall, as a matter of principle, be the location of the defective goods at the time in question. Any statutory claims that go beyond the above, in particular claims for compensation, rescission of the contract, or reduction of the purchase price, shall not be affected by this.

7. Upon the Supplier’s receiving our notice of defects, the statutory limitation of warranty claims shall be inhibited until the Supplier rejects our claims, declares the defect to have been remedied, or refuses to continue negotiations regarding our claims in any other fashion. If a replacement delivery is made or the defects are remedied, the limitation period for parts that have been replaced or subsequently remedied shall recommence unless, based on the Supplier’s conduct, we have been forced to assume...
that the latter did not consider itself/himself to be under an obligation to act thus, but carried out the replacement delivery or elimination of the defects only on a goodwill basis or for similar reasons.

8. If the Supplier does not discharge his/its warranty obligation within a reasonable period of grace specified by us or if subsequent performance should be unsuccessful, we shall be permitted to take the necessary action ourselves, at the Supplier’s expense and risk, without detriment to his/its warranty obligations, or have the action taken by third parties, without having to specify a period of grace for subsequent performance.

9. We shall be permitted to remedy minor defects ourselves, by way of discharging our obligation to minimize losses, without any prior consultation, charging the Supplier for the expense without this affecting the Supplier’s warranty obligations. The same shall apply in cases of imminent danger, especially if operating safety is jeopardized or if there is a danger of exceptionally great losses and it has not been possible to notify the Supplier of our self-remedy.

10. If we or our customers are threatened by a production standstill due to the delivery of defective goods, liaising closely with us, the Supplier shall ensure that suitable immediate remedial action is taken, at the Supplier’s expense (replacement deliveries, sorting arrangements, reworking, special shifts, express transportation, etc.).

11. The warranty claims shall become time-barred within 36 months or within 60 months as defined in Section 438 subsection 1 item 2 BGB (German Civil Code) in respect of building structures and items that, based on their customary or agreed mode of utilization, are used for building structures. The period commences with the delivery of the goods to our site or to that of the third party designated by us, at the reception centre or utilization point stipulated by us; in the cases stated in item V. 4. of these GTP, it shall commence on the agreed delivery date. Rights of recourse based on Sections 478, 479 BGB, involving deliveries to consumers, shall not be affected by the above. Defect-related claims will become time-barred, at the earliest, two months after the consumer’s claims have been met. This suspension of expiry shall terminate no later than 5 years after delivery of the goods to us.

12. In the case of equipment, machinery and plants, the warranty period shall commence on the acceptance date, stated in the respective written declaration of acceptance issued by our purchasing department.

13. If our customer lodges a claim against us under Section 478 BGB on the basis of a defect in our product and if the goods were already defective on being delivered to us, we shall be able to lodge a claim on the Supplier for compensation for any expenses to be defrayed by us on the basis of our relationship with our customer.
VIII. Spare parts

1. The Supplier undertakes to maintain stocks of spare parts for the goods delivered to us for a period of at least 10 years after delivery of the goods, unless the parties hereto have made other arrangements in individual cases on the basis of individual agreements.

2. If the Supplier intends to discontinue the production of spare parts for the goods delivered to us, he/it shall notify us of this immediately after the decision relating to the discontinuation. Save as provided in item VIII.1 of these GTP, this decision must be taken at least 12 months prior to the discontinuation of production.

IX. Product liability

1. If a claim is lodged against us based on the defectiveness of our product on the grounds of the infringement of safety regulations laid down by the authorities or on the grounds of domestic or foreign product liability regulations or statutes and if the defects are attributable to goods of the Supplier’s, we shall be entitled to require the Supplier to compensate for this loss, provided it is attributable to the products delivered by him/it and is not partly to be borne by us under Sections 830, 840 BGB in combination with Sections 426, 254 BGB. In this context, the Supplier shall also be obligated to refund any expenditure arising in connection with a recall campaign that we have to carry out; we will notify the Supplier, in so far as this is possible and reasonable, regarding the content and scope of the recall measures to be carried out and shall give him/it an opportunity to state his/its opinion.

2. Within the limits of his/its obligation to pay compensation, the Supplier shall, at our initial request, hold us harmless from any third-party claims for compensation.

3. The Supplier shall label the goods in a manner that ensures that they are permanently recognizable as being its product.

4. The supplier shall carry out quality assurance procedures that are suitable in respect of their type and scope and also match the current state of the art and, in so far as the orders concerned are those of our Automotive business unit, that match our QAEPRs in accordance with item I.7. of these GTP, furnishing proof to us of the latter at our request. If we consider this to be necessary, the Supplier shall conclude an appropriate quality assurance agreement with us.

5. The Supplier undertakes to maintain a flat-rate product liability insurance policy providing cover amounting to not less than EUR 5 million (in words: five million EUROs) per person and instance of loss/property damage claim and at our request to furnish proof to us of the discharge of this obligation; if we are entitled to lodge claims for compensation that go beyond the latter, these claims shall not be affected.
X. **Industrial property rights and copyright**

1. The Supplier hereby warrants that in connection with a delivery no industrial property rights or third-party copyright will be infringed within the Federal Republic of Germany.

2. The Supplier undertakes to hold us harmless from all claims lodged against us by third parties based on the infringement of industrial property rights and copyright referred to in item X.1. of these GTP, reimbursing us for all the necessary expenditure in connection with any claims thus lodged. This claim shall not exist if and insofar as the Supplier furnishes proof to the effect that he/it was neither responsible for the aforementioned infringement nor that he/it should have been aware of it if the due diligence of a prudent businessman had been applied at the time of the delivery. We will not be entitled to make any agreements with the third party, and in particular to conclude an amicable settlement, without the Supplier's consent.

3. If, in accordance with the intended use, the delivery is to be utilized by us or by our customers outside the Federal Republic of Germany and the Supplier is or should have been aware of this, the above provisions in items X.1 - 2 shall apply, mutatis mutandis, to any infringements of third-party rights asserted in the country of destination.

4. Any statutory claims going further than the above, based on defects of title to the goods delivered to us, shall not be affected by this.

XI. **Reservation of title, material provided by us, and tools**

1. If we provide the supplier with certain items, we reserve title thereto. Any processing or reconstruction by the Supplier will be performed on our behalf. If our items subject to reservation of title are processed with other items not belonging to us, we will acquire joint title to the new item in the ratio of the value and the items concerned to the other objects at the time of the processing.

2. If the material provided by us is inseparably joined to or mixed with objects not belonging to us, we will acquire joint title to the new item in the ratio of the value of the items subject to reservation of title to the other objects joined or admixed at the time the joining or mixing occurred. If the joining or mixing takes place in a fashion that causes the Supplier’s item to be viewed as the main item, it shall be deemed to have been agreed that the Supplier is to transfer a proportionate joint title to us; the Supplier will retain the solely-owned property or the property subject to joint title on our behalf.

3. We will retain ownership of any tools that we provide. The tools will be loaned to the Supplier. The Supplier undertakes to insure the tools we provide, at its/its own expense, against damage due to fire, water and theft at the replacement value. It/He undertakes to carry out any maintenance and inspection tasks that should be necessary in good time and at its/its own expense. The Supplier shall promptly notify us in writing of any malfunctions; if it/He culpably neglects to do this, it/He shall be obligated to
compensate us for the loss incurred due to the belated or completely absent notification. If we conclude a tool leasing agreement with the Supplier, the latter’s provisions will take precedence.

4. Without prejudice to other agreements, we shall receive full or joint title to tools provided by the Supplier to manufacture the products covered by the contract proportionately to our share in the documented costs of said tools. Upon the conclusion of the agreement, full or joint title to the tools will be transferred to us, subject to the condition precedent of their manufacture, including all the protection rights and copyright arising in this respect and including the documents, drawings and models relating thereto. The sum total of the tooling costs already contains an appropriate consideration for the transfer of the protection rights and copyright. As a substitute for delivery of the tools, the Supplier shall undertake to place the items under safekeeping, free of charge, with the diligence pertaining to a prudent businessman. The maintenance costs shall be borne by the Supplier.

XII. Shipment documents, customs, export controls

1. The country of origin of an item of merchandise is to be documented by the Supplier domiciled in the EU by means of a valid (long-term) supplier’s declaration (in the most up-to-date version), by a Supplier not domiciled in the EU by proof of preferential status or a certificate of origin. Data that it is necessary to provide in the (long-term) supplier’s declaration are our article numbers, the exact country of origin, and the customs tariff number.

2. We are to be notified immediately, and without having to make a request, of any change in the country of origin of the goods.

3. If it should not be possible for a (long-term) supplier’s declaration to be prepared, a certificate of origin is to be enclosed with the delivery, free of charge, without our having to request this.

4. The Supplier shall hold us harmless from all costs and third-party claims ensuing from inaccurate, incomplete or erroneous documents or statements regarding the origin of the goods.

5. With the first delivery, we must be provided with a valid supplier’s declaration (in the most up-to-date version) and all the product information of relevance to the (inter-)national movement of goods. If the Supplier delivers goods to us that are subject to export controls, the Supplier shall undertake to forward to us without delay all the further documents and items of information necessary for making an application for an export licence. The Supplier shall continue to have this duty to provide information even after the termination of the business relationship.

6. The Supplier hereby declares that he himself/it itself is an Authorized Economic Operator (AEO) or has established in his/it’s company safety standards at least equivalent to those laid down by Art. 14 k of (EC) Regulation No. 1875/2006.
XIII. Final provisions

1. If individual provisions of these GTP should be either completely or partially legally ineffective or unfeasible or should lose their legal effectiveness of feasibility at a later date, the operativeness of the remaining conditions shall not be affected thereby.

2. The Supplier undertakes to treat as being confidential all details that are not evidently of a commercial or technical nature and that come to his/its notice as a result of the business relationship, and not to make said details accessible to any third party. He/it shall place his/its sub-suppliers, employees and staff under the same obligation. In particular, the Supplier undertakes to maintain strict secrecy with regard to all illustrations, drawings, calculations and other documents and items of information that he/it has received. These items may only be disclosed to third parties after our prior explicit consent has been given. This non-disclosure obligation shall also apply after the expiry of this contract; it shall lapse if or when the manufacturing know-how contained in the illustrations, drawings, calculations and other documents made available has come into the public domain.

3. The Supplier may not draw attention to the business connection with us in advertising materials, brochures, etc., or exhibit goods manufactured for us without our prior written consent.

4. The Supplier will not be entitled to commission sub-suppliers without our prior written consent, which may not be unreasonably refused.

5. Without our prior consent in writing, which may not be refused unreasonably, the Supplier shall not be entitled to assign his/its claims against us or to allow third parties to collect such claims. Section 354a HGB (German Commercial Code) shall not be affected by this.

6. We will treat the Supplier’s personal data as laid down by the Federal German Data Protection Act.

7. If no other arrangements have been explicitly agreed, the place of performance with regard to the delivery obligation is the delivery address or utilization site designated by us; if nothing different is stated in the acknowledgement of order, the place of performance with regard to all other obligations of the parties hereto shall be our registered office. The agreement regarding the legal venue in the event of disputes shall not be affected by the pricing arrangements.

8. The sole legal venue in the event of disputes shall be Münster, Westphalia, Germany; we shall, however, also be entitled to sue the Supplier at courts having general jurisdiction at the latter’s registered office.

9. This contract, along with its interpretation, shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of
Goods (CISG) and to that of the German conflict-of-law rules, which might result in a different body of law being applicable.