

General Repair Conditions of Moog GmbH

1. Scope

1.1 These general repair conditions apply to all repairs provided by Moog GmbH ("Moog"). Repairs shall be made exclusively subject to the following terms and conditions.

1.2 Deviating customer provisions shall only apply if Moog has expressly agreed to such in writing. Acceptance or performance of a repair shall not constitute acceptance of such. If Moog agrees to deviating customer provisions, these shall only apply to the transaction for which they have been agreed. The same shall apply in the event of the unconditional acceptance or performance of repairs in the knowledge of contrary or deviating customer conditions.

1.3 These conditions shall apply for future contracts with customers, even if this is not expressly agreed in future.

1.4 Technical documents, drawings, offers and calculations ("documentation"), which are provided to the customer in connection with contract negotiations and contract performance are confidential and shall not be used, reproduced or made accessible to third parties for any other purposes. Moog reserves ownership, copyright and all other rights to such documentation. In case a contract will not be concluded, all documentation shall be immediately returned to Moog.

2. Conclusion of contract

2.1 Offers sent by Moog prior to receipt of the repair item are non-binding. The documents and deadlines relating to the offers are non-binding estimates unless they have been confirmed as such in writing by Moog.

2.2 By despatching the repair item, the customer submits an offer for conclusion of a repair agreement. Exceptions only apply if and insofar the repair item has been despatched for the purpose of a cost estimate or if the repair is to be performed on site.

2.3 Verbal agreements shall only be valid if confirmed in writing.

2.4 Following submission of a cost estimate by Moog, an agreement shall be deemed concluded when confirmed in writing by the customer in accordance with the cost estimate.

3. Preparation of a cost estimate and impossible repairs

3.1 The receipt of a repair by Moog item shall be considered as approval to the performance of a functional check and of a check to determine the feasibility of the repair.

3.2 A cost estimate shall only be binding if submitted in writing and designated as binding. In case the customer requires a Failure Analysis Report ("FAR"), this must be ordered separately. The creation of a FAR shall be considered as a separate service, which shall require an agreement and shall be subject to a charge.

3.3 Time spent for error diagnostics and the time spent for performance of functional tests shall be considered labour time and paid accordingly if an agreement does not come into force for reasons for which Moog is not responsible, particularly in case the failure described does not occur during the functional test, spare parts cannot be procured, repair is found to be uneconomical or the customer terminates the agreement.

3.4 In the event of uneconomical or impossible repair, the repair item shall be sent back to the customer at his cost. The same shall apply in cases where the customer is in default of acceptance. Against separate order and payment, Moog shall assume disposal of the repair item.

3.5 Cost estimates prepared and submitted on customer's request shall be either accepted or rejected within two weeks. In case the customer fails to accept the cost estimate within the mentioned two-week period, Moog shall be entitled to send back the repair item to the delivery address provided in the order at customer's cost. The same shall apply in the event of rejection of the cost estimate.

3.6 If, during execution of repair, additional efforts, which were not agreed at the time the agreement was concluded, are discovered, Moog shall inform the customer immediately and provide a new cost estimate. Point 3.5 of these General Repair Conditions shall apply mutatis mutandis for the new cost estimate.

4. Terms of payment

4.1 The prices indicated in an offer, a cost estimate or an invoice are net prices. Moog shall be entitled to demand advance payments, provided that the requirement to pay in advance was communicated to the customer in a timely manner.

4.2 Where not otherwise agreed in writing, Moog's invoices shall be due for payment within 14 days of the date of the invoice. If the invoices are not paid within 30 days of receipt of the invoice, at the latest 40 days after delivery, the Purchaser shall be deemed to be in default with payment and Moog shall be entitled to claim default interest at legal rate.

Moog also reserves the right to claim further damages.

4.3 The customer shall only be entitled to withhold or set-off against any claim to the extent it is undisputed or has been established in law.

4.4 If the terms of payment are not observed by the purchaser, all open claims arising from the order shall be due immediately. In the case of part payments not received, in the case of default, or after fruitless expiry of a reasonable subsequent period, Moog is entitled to terminate the agreement, stop work and to invoice the customer for all services already provided and to assert claims for compensation.

5. Repair deadlines

5.1 Information on repair deadlines are based on estimates and shall therefore be non-binding unless expressly confirmed by Moog in writing. A repair deadline shall be deemed to have been complied with if the repair item is ready for dispatch or delivery by the end of said period.

5.2 Should Moog be unable to comply with a repair deadline expressly stated in writing, Moog shall inform the customer. In such an event, the customer shall specify a reasonable grace period in writing. If Moog fails to comply with the repair deadline despite a reasonable grace period, the customer shall be entitled to cancel the order. Any further claims shall be determined exclusively in accordance with point 8.10 of these General Repair Conditions.

5.3 A binding repair deadline as per point 5.1 of these General Repair Conditions shall be extended accordingly in case additional repair work becomes necessary during performance of the repair or if the customer requests additional work to be carried out during its performance.

5.4 Where Moog is dependent on deliveries by third parties in order to perform the repair, Moog shall not be delayed if Moog does not receive supplies for reasons for which Moog is not responsible. In this case, the customer shall only be entitled to withdraw from the order.

6. Transport and insurance

6.1 Deliveries by Moog shall be made Ex Works (Incoterms 2010), unless otherwise expressly agreed in writing.

6.2 There is no insurance coverage during repair period. The customer shall be responsible for the sustainability of insurance coverage during the repair and transportation.

7. Retention of ownership and right of lien

7.1 Moog reserves title in the parts and accessories used until all claims to payment arising from the business relationship have been settled in full. In case ownership of spares and accessories will be legally transferred to the customer, Moog shall acquire co-ownership of the repair item to the amount of the invoice value.

7.2 As a result of receivables due arising from the repair contract, Moog shall have a right of lien on the repair item. This contractual right of lien may also be asserted due to receivables arising from prior repair contracts, deliveries or other services rendered.

8. Acceptance, warranty and liability

8.1 The customer shall inspect the repair item for defects and assured quality immediately upon receipt. Obvious defects shall be reported to Moog immediately and at the latest within 7 days following receipt of the repair item. Hidden defects shall be reported in writing within 5 days of discovery of the relevant defect. Otherwise, the delivery shall be deemed to have been approved.

8.2 Should the customer not declare acceptance within 10 days after receipt of the repair item, the service shall be deemed to have been approved.

8.3 Unless otherwise agreed, the contractually agreed quality of the goods shall be in compliance with the Moog product specifications applicable at the time of dispatch of the repair item. Properties of samples

shall only be binding where they have been expressly agreed in writing. The specification of properties and other information shall only be considered assured if agreed as such in writing.

8.4 Shipping and travel costs incurred as a result of the subsequent performance shall be borne by the customer. The obligation to rectify a defect shall not cover any installation or removal costs. Costs arising in the context of unjustified complaints shall be borne by the customer.

8.5 The customer shall give Moog the opportunity to verify the complaint, and make available damaged repair items and their packaging for inspection. In case the customer refuses to do so, Moog shall have the right to withhold performance for the duration of the refusal.

8.6 Parts replaced by new parts shall be returned to Moog immediately. In the event that repair or replacement is not possible, is refused, or fails for reasons beyond the responsibility of Moog within a specific reasonable period determined by the customer, the customer shall –at own discretion- be entitled to withdraw from the contract or reasonable reduction of payment agreed.

8.7 Moog shall not be liable for damages or defects to the repair item resulting from unsuitable or improper use or storage, incorrect installation, commissioning, removal, modification or repair by the customer or third parties not authorised by Moog, natural wear, faulty or negligent treatment, conditions or influences attributable to the customer, unsuitable operating materials or substitute materials, chemical, electromechanical or electrical influences, or caused by non-reproducible software errors, provided these software errors are not attributable to Moog.

8.8 A warranty testing or rectification of defect on-site at which the repair item is located shall require a separate service order. Customer shall bear the cost in case of unjustified complaints.

8.9 Further-reaching claims of the purchaser, in particular for compensation in lieu of performance and for replacement of other direct or indirect damage - including concomitant or consequential damage - irrespective of legal grounds, in particular owing to the infringement of duties arising from the obligation relationship and from tort, are excluded. This shall not apply - without this being connected with a reversal of the burden of proof -, in as far as:

- Moog maintains silence with malicious intent regarding a defect in title or a material defect or has assumed a guarantee for the quality of the goods,
- the damage is based on intent or gross negligence on the part of Moog, its legal representatives or vicarious agents, or negligent breach on the part of such persons of duties which are prerequisites for executing of this agreement and which the purchaser can generally rely on and be entitled to rely on,
- a negligent infringement of duty by Moog, its legal representatives or vicarious agents has led to damage to body, personal injury or damage to health, or
- Moog is liable under statute for other reasons such as reasons in accordance with the German Product Liability Act (Produkthaftungsgesetz). If Moog is liable in accordance with the provisions of this paragraph, in the case of negligence, Moog's duty to pay compensation is restricted, in terms of amount, to the foreseeable damage typical of this type of agreement.

8.10 The provisions of 8.9 shall apply accordingly to direct claims of the purchaser vis-à-vis Moog's statutory representatives or vicarious agents.

8.11 All customer claims arising from a defect shall be subject to a period of limitation of 12 months following approval of the repair item or in the case of delays in approval on the part of the customer, 12 months following notification of completion of the repair by Moog. In the case of repair and replacement, the period of limitation shall be of 12 months, but shall be extended at least until expiry of the original period of limitation for the repair item. The provisions of this section shall not apply insofar as claims for compensation are affected or the law stipulates longer compulsory periods according to section 634 a (1) no. 2 (Construction defects) of the German Civil Code.

8.12 Moog shall not be liable for defects caused due to the documentation submitted by the customer or through incorrect or unclear, even verbal information provided by customer.

9. Force majeure

9.1 Neither party shall be liable for non-fulfilment of one of their contractual duties if the non-fulfilment is the result of an obstacle outside its control, in particular of one of the following reasons: fire, natural catastrophes, war, confiscation, general lack of raw materials, restriction of energy consumption, labour disputes, where no official permit is granted or where the permit is not granted in due time or where the permit is revoked, or where breaches of contract by suppliers are the result of one of these reasons outside of the control of the obliged parties, or if breaches of contract by suppliers are the result of one of these reasons. The provision applies to all contractual duties including the duties to pay compensation.

9.2 Either party shall be entitled to terminate the contract by means of a written cancellation in the event of delayed execution for a period exceeding two months in accordance with point 9.1.

10. Miscellaneous

10.1 Business correspondence shall take place primarily in German and English.

10.2 The customer may only use the trademarks, trade names and other marks belonging to Moog with Moog's prior written consent.

11. Place of performance, legal venue, applicable law

11.1 The place of performance shall be Boeblingen.

11.2 The legal relationships between the purchaser and Moog shall be subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980. Moreover, the German law of the German Civil Code/German Commercial Code (Handelsgesetzbuch) shall apply to the contractual relationships.

11.3 All disputes which arise in connection with this agreement shall be decided finally and bindingly by the state courts competent for the domicile of Moog. Moog reserves the right to also file a claim to the state courts competent for the domicile of the purchaser instead.

12. Legal compliance

12.1 In the absence of written agreements to the contrary, Moog shall be responsible for compliance with the applicable German safety regulations.

12.2 Observance and compliance with the relevant foreign trade provisions and other laws of its own country and of the country to which deliveries are to be made shall fall within the responsibility of the customer. The customer is under obligation to inform Moog of any particularities arising from such provisions.

§ 1 Scope of these General Terms and Conditions for Software License

(1) MOOG GmbH, Hanns-Klemm-Straße 28, 71034 Böblingen ("Licensor") has agreed with the user of the Licensed Product ("Licensee") to grant Licensee a license to use and exploit the Moog software („Licensed Product“) subject to the terms and conditions of these General Terms and Conditions for Software License („Terms and Conditions“).

(2) The Licensed Product comprises the object code of the software and, if agreed upon, of any documentation.

§ 2 Grant of Rights

(1) Licensor hereby grants to Licensee, if the Parties did not agree otherwise, the non-exclusive, non-transferable right to use, copy, revise and decompile the Licensed Product without limitation in time and territory for Licensee's business purposes subject to the terms of these Terms and Conditions.

(2) If the Licensed Product is integrated in a product of the Licensor (e.g. valve) that is supposed to be sold by Licensee to an end-user as agreed between the Parties ("Contractual Product"), the Licensor grants, in deviation of paragraph 1, Licensee a right to sublicense the Licensed Product subject to the terms of these Terms and Conditions. In the case of sublicensing, Licensee will remain fully responsible towards Licensor for compliance with and any breach of these Terms and Conditions by the end-user.

(3) The right to use and exploit is limited to the agreed purpose of use („Purpose of Use“). If the Licensed Product is integrated in a Contractual Product, the Purpose of Use is the designated operation of the Contractual Product.

(4) The right to copy the Licensed Product granted to Licensee herein is limited to (i) the installation of the Licensed Product on a computer system which is in Licensee's immediate possession and (ii) to fulfill the Purpose of Use and (iii) a copy thereof which is required for the loading, display, running, transfer or storage of the Licensed Product as well as to the right for an authorized person to make a copy for security backup purposes, as stated in Section 69 d para. (2) German Copyright Act (Urhebergesetz – "UrhG").

(5) If the Licensed Product is integrated to the Contractual Product, the following applies in deviation of paragraph 4: The right to copy the Licensed Product granted to Licensee herein is limited to a copy thereof which is required for the loading, display, running, transfer or storage of the Licensed Product for the purpose of operating the Contractual Product.

(6) The right to decompile the Licensed Product granted to Licensee herein is only granted under the terms of Section 69 e para. (1) nos. 1 to 3 UrhG and within the limits of Section 69 e para. (2) nos. 1 to 3 UrhG.

(7) Notwithstanding the provisions of subsections 1 - 5, Licensee shall, for any Licensed Product, if and as far as it includes Open Source Software, receive licenses in accordance with the license terms applicable to such software. Both Parties agree to comply with such license terms. The Open Source Software that is part of the Licensed Product as well as the terms and conditions of such Open Source Software will be conveyed to the Licensee upon request, or made available, if this is necessary according to the applicable license terms.

(8) Further rights to use and exploit the Licensed Products are not granted to Licensee.

(9) Licensee undertakes to allow Licensor or an agent of Licensor to audit whether Licensee's use of the Licensed Product is consistent with the rights granted to Licensee herein upon request by Licensor and provided there is a legitimate interest therein and to give full co-operation to Licensor or its agent carrying out such audit.

§ 3 Delivery and Installation of Licensed Product

(1) Licensor shall deliver the necessary number of copies of the Licensed Product for the exercise of the rights to use and exploit granted to Licensee herein either together with the Contractual Product as integral part of the Contractual Product or, if the Licensed Product is not integrated in the Contractual Product, in machine readable form (at Licensor's option) either stored on a type of data storage media in common use at the time or transferred by remote data transfer.

(2) Licensee shall receive any agreed software documentation as electronic document (at Licensor's option) either stored on a type of data storage or transferred by remote data transfer in English or German.

(3) The Parties agree Licensor's registered office as the place of performance for the delivery of the Licensed Product. Licensee shall bear all costs and risks related to such delivery. Upon transfer of the Licensed Product, the risk of transportation (particularly the risk of accidental loss or destruction) of the copies of the Licensed Product passes to Licensee.

(4) Licensee is responsible for providing the system environment in accordance with the system requirements for the Licensed Product.

(5) The Licensed Product shall be installed by Licensee, if the Licensed Product is not already integrated in the Contractual Product at the time of delivery. In this case, Licensee must notify Licensor, upon request of Licensor, of the respective installation locations of the copies of the Licensed Product. This shall also apply to any later change of installation locations.

(6) All copies of the Licensed Product shall remain in the sole ownership of Licensor until the complete payment of the license fees.

§ 4 License Fees

(1) If the Licensed Product is delivered as integral part of the Contractual Product, the license fee is generally compensated with the payment of the Contractual Product. This does not apply, if the purchase order confirmation stipulates that the Licensed Product needs to be activated at a charge by means of a license key.

(2) If the Licensed Product is offered, at a charge, on a data medium or, at a charge, per remote data transmission, the license fee will be set out in the purchase order confirmation.

(3) If the Licensed Product is explicitly offered "free of charge" (e.g. configuration software that is offered free of charge per remote data transmission), the grant of rights for the Licensed Product under these Terms and Conditions shall be free of charge.

(4) The commercial payment terms of the General Terms and Conditions of Sale and Delivery of Licensor apply, if the Parties did not agree otherwise.

§ 5 Machinery Directive 2006/42/EC and necessary security measures

(1) Licensed Product does fulfill the requirements of the Machinery Directive 2006/42/EC, in particular with regard to the functional security, only then, if it is appropriately marked and is delivered with the appropriate additional documentation for the intended use, and is delivered with the necessary certificates.

(2) The Licensee carries the sole responsibility with regard to the fulfilment of the Directive mentioned in paragraph 1, in particular in cases in which the Licensed Product is used within the scope of the Machinery Directive.

(3) The Licensee carries the sole responsibility to secure the Licensed Product against third-party attacks, e.g. viruses, hacker attacks and the like.

(4) The Licensee has the obligation to secure its IT-infrastructure, in particular applications relevant to security, with suitable measures in a redundant way to prevent any data loss resulting out of the use of Licensed Product.

§ 6 Rights in Case of Defects, if Licensed Product is offered free of charge

(1) In case the Licensed Product is offered free of charge, the rights of the Licensee in case of defects shall be limited to the rights as set out in Section 523 and 524 BGB.

§ 7 Rights in Case of Defects, if Licensed Product is offered at a charge

(1) The Licensed Product provided by Licensor shall be substantially in accordance with the product description. Warranty rights in case of defects shall be excluded in case of minor or immaterial deviations from the agreed or assumed characteristics as well as in the case of just slight impairment of use.

(2) In respect of updates, upgrades and the delivery of new versions, Licensee's warranty rights in case of defects shall be limited to the new features of the update, upgrade or new version compared to the previous version release.

(3) The Licensor may remedy any product defects by methods and means of its own choice. Remedies also include any reasonable workarounds made available by Licensor to Licensee. The Licensor may also demand that Licensee shall install "bug fixes" in any software components made available to Licensee. Licensor may at its reasonable discretion determine the time for remedying any product defects.

(4) If Licensor's final attempt to remedy a product defect has failed, Licensee may demand a reduction in the price of the defective software or rescind the agreement. Whether the final attempt to remedy a product defect has failed shall be determined in consideration of the complexity of the problem and surrounding circumstances, it being agreed and understood that two failed attempts shall not be sufficient to constitute a "failed attempt" by Licensor. Any right of Licensee to remedy product defects independently or with the assistance of third parties is hereby excluded. Licensee shall have no claims for damages against Licensor except as provided in Section 7 below.

(5) Licensee shall provide Licensor with written notice of any product defects promptly upon discovery, enclosing therewith a detailed description of the defects. Any obligations of Licensee to provide notice of product defects under applicable commercial law shall remain unaffected hereby.

(6) Any claims based upon product defects are time-barred twelve (12) months after making available the Licensed Product, unless Licensor has fraudulently concealed a product defect. The statutory limitation period for any damage claims by Licensee due to product defects remains unaffected.

(7) Any claims for damages are subject to the limitations set forth under Section 7.

(8) If the defect is caused by the defective products of a supplier and the supplier does not act as an assistant in performance of Licensor, rather Licensor is merely passing on a third party product to Licensee, then Licensee's rights in case of defects shall at first hand be limited to the assignment of Licensor's rights in case of defects against its supplier. This shall not apply, when the defect is caused by improper handling of the supplier's product for which Licensor is responsible. If Licensee is unable to assert his rights in case of defects against the supplier out of court,

Licensor's subsidiary liability for Licensee's rights in case of defects shall remain unaffected.

(9) Amendments or additions to the services or items delivered which Licensee carries out itself or through third parties, shall cause Licensee's rights in case of defects to be cancelled, unless Licensee proves that the amendment or addition did not cause the defect. Licensor shall also not be responsible for defects, which are caused by improper use or improper operation or the use of unsuitable means of operation by Licensee.

(10) Licensor may refuse to remedy defects or deliver replacements, until Licensee has paid the agreed fees to Licensor, less an amount which corresponds to the economic value of the defect.

(11) Product descriptions shall not be deemed guaranteed unless separately agreed in writing.

§ 8 Rights in Case of Defects in Title, if Licensed Product is offered at a charge

(1) The Licensor warrants that the Licensed Product shall not infringe any third-party rights, if used as agreed and in accordance herewith. Licensor shall not be liable under this warranty unless Licensee provides Licensor with prompt written notice of any third-party claims and allows Licensor to defend such claims and entertain settlement negotiations, if and as far as legally possible. The Licensee shall, to a reasonable extent and at no cost to Licensor, assist Licensor with the defense of any third-party claims, in particular by making available all necessary information. Any obligations of Licensee to provide notice of product defects under applicable commercial law shall remain unaffected hereby.

(2) Rights within the meaning of this Section shall only refer to rights held by third parties in the Federal Republic of Germany.

(3) If third-party rights impair the agreed use of Licensed Product by Licensee, Licensor may, at its sole option, either modify the Licensed Product such that it no longer infringes the third-party rights, or, in the alternative, acquire the legal rights necessary for use of the Licensed Product. Any right of Licensee to modify the Licensed Product independently or with the assistance of third parties is hereby excluded.

(4) Licensee shall have no claims for damages against Licensor, except as provided in Section 7.

(5) Licensee shall have no claims based upon any defects in title, if Licensed Product has been modified by Licensee or any third parties, unless Licensee can show that the infringement did not result from modification of the Licensed Product. Licensee further shall have no claims based upon any defects in title, if infringement results from any combination of the Licensed Product of Licensor with products or services of any third parties other than subcontractors of Licensor.

(6) Any claims of Licensee based upon defects in title to the Licensed Product are time-barred 12 months after the Licensed Product was made available to Licensee, unless Licensee has fraudulently concealed a defect in title; the statutory limitation period for damage claims resulting out of defects in title remains applicable.

§ 9 Liability

(1) Licensor is subject to unlimited liability for any damages caused by grossly negligent or willful misconduct of Licensor or its legal representatives or agents, or resulting from any wrongful harm to life, limb or health.

(2) Licensor assumes liability for any damages caused by ordinary negligence if, and solely to the extent, Licensor breaches any material obligation under the agreement jeopardizing achievement of the purpose of the agreement and if Licensee placed particular reliance upon performance of such obligation. In such cases, Licensor's liability shall be limited to damages reasonably foreseeable at the time the agreement was signed. Sentence 1 does not apply, if the grant of rights with regard to the Licensed Product is free of charge; in such case liability for ordinary negligence is excluded.

(3) The foregoing limitations of liability shall also inure to the benefit of the Licensor's legal representatives and employees, and shall also apply in cases involving liability for culpa in contrahendo or torts.

(4) Any liability of Licensor for damages under the German Product Liability Act shall remain unaffected hereby.

(5) Any liability of the Licensor for lost data shall be limited to compensatory damages in the amount necessary for restoration of the data using electronic backup media. The obligation of Licensee to back-up data on a regular basis according to the state of the art shall remain unaffected thereby.

(6) Unless provided otherwise in these Terms and Conditions, any and all claims of Licensee against Licensor shall be subject to a limitation period of one year from the date of accrual and the date on which Licensee discovered or, absent recklessness on the part of Licensee, would have discovered the circumstances giving rise to the claim, except for claims defined in subsections (1), (2), or (4).

§ 10 Export Control

(1) The Licensee shall, in relation to the Licensed Product, comply with all export control laws and regulations of the European Union, the United States of America and any other countries which are relevant for Licensee.

(2) The Licensee shall not sub-contract or assign the benefit of the Licensed Product, export, sell or otherwise transfer the Licensed Product to any entity based in any state that appears on restricted lists published by the states listed in paragraph 1. The same applies to individuals that are listed on any restricted list.

§ 11 Consequences of a contractual breach by Licensee

(1) Upon breach of contract by Licensee, in particular if Licensee oversteps its license rights granted under this agreement, in case of default of payment or breach of the export control clause, Licensor shall be entitled to terminate this agreement for cause without notice, and require at Licensee's expense the return of all copies of the Licensed Product in which Licensor has retained ownership, or if applicable, to demand the assignment of Licensee's right of return against third parties.

(2) In such case, upon Licensor's request, Licensee shall confirm in writing that no copies of the Licensed Product of copies thereof were retained and that all installations of the Licensed Product have been irrevocably deleted from Licensee's or third party's systems. Before the unconditional transfer of ownership, Licensee shall only dispose of rights in the Licensed Product with the written consent of Licensor.

§ 12 Final Provisions

(1) Amendments or additions to these Terms and Conditions must be made in writing to be effective. This shall also apply to amendments of this written form requirement.

(2) These Terms and Conditions shall be governed by the laws of the Federal Republic of Germany except for the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods dated 11.4.1980).

(3) The courts for Licensor's registered office shall have exclusive jurisdiction over all disputes under and in connection with these Terms and Conditions, provided that Licensee is a merchant within the meaning of the German Commercial Code or if upon the commencement of legal proceedings, Licensee has no place of business or ordinary residence in the Federal Republic of Germany.

(4) Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining terms. The Parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in these Terms and Conditions.

(5) In case of conflict between the German and the English version of these Terms and Conditions, the German version shall prevail.