GENERAL CONDITIONS OF PURCHASE
of the
NEXUS Elastomer Systems GmbH

1. Scope

1.1 These General Conditions of Purchase („GCP") shall apply to all legal transactions concerning the delivery of Goods and the provision of services between NEXUS Elastomer Systems GmbH („NEXUS") and the Supplier or provider of the service (the „Supplier").

1.2 The Supplier or the provider of the service is hereby referred to as Supplier, irrespective of whether his activity consists in the query response, the submission of bids or in his function as seller, contractor or service provider. Delivery includes the legal transaction concerning the delivery of Goods, but also the contract for other (incidental) services, including consultancy or assembly services, as well as the performance of legal transactions. Party are the Supplier and NEXUS as well as both together. Goods means the Goods subject to the order.

1.3 The Terms and Conditions or forms of the Supplier shall not be recognised or incorporated into any part of current contract, regardless of whether or not NEXUS knew, objected to its validity, or they conflict with the terms of the GCP. Also, the unqualified approval of the delivery or silence shall not imply a submission by NEXUS under such conditions.

In any event, the Supplier shall be subject to the acceptance of an order by NEXUS and / or the execution of the delivery of the validity of the GCP, even if in individual cases these GCP was or is not explicitly referred to.

1.4 Deviations from the GCP are only valid if they have been explicitly agreed upon between the parties in writing.

2. Price quotations, orders and offers

2.1 Price quotations from Suppliers are binding and their accuracy shall be guaranteed by the Supplier, unless otherwise agreed upon in writing.

2.2 Proposals by NEXUS to enter into a legal transaction will only constitute a binding order by NEXUS if placed in writing, the Goods or services are explicitly described and expressed as being bound by NEXUS. In this respect again, however, NEXUS shall be entitled to revoke this until the conclusion of the legal transaction.

2.3 Orders by NEXUS shall be placed via fax, e-mail or post. They are legally binding if they are completed on an order form including an order number.

2.4 The Supplier shall review any information contained in the order by NEXUS, including but not limited to technical specifications and conditions, other descriptions, specifications and data, with regard to its technical feasibility and expediency, and

shall immediately warn if it is defective, incomplete or ambiguous, if it is not objectively executable or in conflict with the legitimate expectations of NEXUS to bring about the contractual success of the delivery.

2.5 Proposals by the Supplier to conclude a legal transaction constitute a binding offer if they describe the Goods or services with sufficient determination. The Supplier shall be bound to such an offer for at least 60 days after it has been received by NEXUS. The costs incurred in preparing, realisation and transmitting the quotation shall in any event be borne by the Supplier; NEXUS shall not be obliged to store or return the offer and the accompanying documents.

3. Conclusion of the legal transaction (contract) and change of its content

3.1 The legal transaction shall be effective as soon as an effective offer has been received from the Supplier, the approval of NEXUS (acceptance / order confirmation) or, in the case of an effective order, the approval of the Supplier. Unless explicitly agreed upon otherwise, the purchase order or order shall be confirmed vis-à-vis NEXUS within 3 working days, especially with respect to price and delivery time. Otherwise, NEXUS shall be entitled to accept the tacit full consent from the Supplier. If the Supplier begins to execute the legal transaction, he shall be deemed to have given his agreement.

3.2 If the acceptance of the Supplier contains additions or deviations from the order placed by NEXUS, these are deemed unwritten unless the Supplier has explicitly stated these supplements or amendments. The conclusion of the legal transaction then requires the express and written consent of NEXUS to these changes or additions; the acceptance of delivery by NEXUS afterwards does not constitute an effective approval.

3.3 If the acceptance (order confirmation) of NEXUS deviates from the Supplier's offer, this deviation shall be deemed approved if the Supplier does not object to it within 14 days of receipt.

3.4 NEXUS shall be entitled - if the Supplier has not completely fulfilled its obligations – to demand changes, including changes to the Goods or services, if this is reasonable for the Supplier and the resulting consequences with regard to delivery and expenses are adequately taken into account.

4. Subject of delivery or service

4.1 The Supplier declares with the acceptance of the order or in the case of legal transactions that he is aware of the nature and scope of the services. The Supplier declares that he has demonstrably carried out similar work to an appropriate extent and / or has the necessary knowledge and experience when placing the order. At NEXUS' request, the Supplier shall provide evidence of the license, trade license, training certificates, reference lists, quality certificates, etc.

4.2 The object of the delivery or service shall be only in accordance with the contract, (i) if it has been manufactured or executed in accordance with the agreed specifications

and (ii) if it is suitable for the purposes for which the object of the delivery or service is customarily used and (iii) if it is suitable for the specific purpose expressly or otherwise brought to the attention of the Supplier, and (iv) if it, in accordance with generally applicable, up-to-date engineering and scientific rules, agrees to the legitimate expectations of NEXUS and its customers protection of life, limb, health and property and (v) if it complies with public law (ie national and international public law) for the protection of consumers, workers or the environment; and (vi) if it is free of rights and third-party claims based on commercial or other intellectual property.

4.3 The object of the supply or service shall be deemed to comply with the requirements of the most recent state of the art only if it complies with NEXUS' factory standards or other applicable technical standards and, moreover, with the requirements of the European Union for the protection of Employees, third parties or the environment. If public-law requirements for the protection of consumers, employees or the environment include the obligation to identify, produce and present declarations of conformity, declarations of conformity, operating and assembly instructions, etc., their issue and handover to NEXUS is part of Commitment to delivery or performance. In any event, however, even without such an obligation, the Supplier shall, if it is necessary for the intended use, produce and hand over a description, an operating (instruction) manual and, if necessary, a mounting instruction.

4.4 If the subject matter of the delivery is a machine, the Supplier shall ensure delivery to NEXUS including its spare parts or replacement parts for a period of at least 20 years after performance of the delivery or service. Delivery of spare parts or replacement parts shall not exceed the serial price.

5. Information requirements

5.1 The Supplier shall provide NEXUS with all necessary and useful information about the Goods to be delivered or the service to be rendered in order to allow NEXUS to meet the public law requirements for the protection of consumers, employees or the environment. They concern in particular, but not exclusive, to references in terms of packaging, transportation, storage, use and waste disposal.

5.2 Specific standards may require the delivery of specific technical documentation. It shall be noted, that in case of mandatory application of specific standards this shall be observed.

5.3 The technical documentation shall be written in German or English. The operating instructions shall be provided in the national language of the place of delivery as well as in English.

6. Prices and accounting

6.1 Unless otherwise explicitly agreed upon, all prices are quoted as "CIP seat of NEXUS" or "CIP named delivery location". They also include the costs of packing, loading, transportation and taxes, customs duties, import and export duties and comprehensive insurance (including theft, loss, damage or breakage). The prices shall include - unless otherwise agreed upon - the return and proper recycling and

disposal of electrical and electronic devices and packaging.

6.2 The prices agreed in the contract are fixed prices.

6.3 Invoices one copy shall be sent to the headquarters of NEXUS via post or by e-mail, with invoice duplicates to be designated as duplicates. The invoices shall include all order and delivery data, the UID number and, if required, the ARA license number. If ancillary services (such as assembly) are provided and remunerated for the delivery of the Goods, or if the price also includes the costs of transport, it shall be presented separately on the invoice. If ancillary services require separate confirmation (proof of time, work confirmations, etc.), they shall be added to the invoice.

6.4 Invoices that do not comply with the content or formal requirements of point 6.3 or the provisions of public law, in particular with regard to tax and customs law, shall not be considered as proper financial accounting and do not trigger the due date of the payment.

7. Delivery

7.1 Delivery times and delivery dates shall be binding for the Supplier. The delivery shall be made in due time to the place of delivery explicitly agreed upon between the parties or to the place of delivery specified in the GCP. Partial deliveries require the express consent of NEXUS. Additional costs for an accelerated transportation necessary for the fulfilment of the delivery time or the delivery date are to be borne by the Supplier alone. The rights and obligations of the parties to the delivery (shipment), the handover and the risk are determined by the Incoterms 2015.

7.2 In any case, all deliveries shall contain a delivery note detailing the delivery item, all order data and the gross and net weights and, if applicable, the information on the observance of the export licensing regulations (eg Export Control Commodity Number). In addition, the certificates of preferential right, such as the movement certificate and the declaration of origin, shall be attached to the delivery. Irrespective of the agreed delivery clause according to the Incoterms 2015, the Supplier in any case shall carry out export customs clearance upon delivery from other EU member states and attach a customs invoice to the transport patrons. The delivery documents shall - if an intra-Community delivery is made - contain the data needed by NEXUS to produce the labour statistics. If the Goods are re-delivered by NEXUS, the Supplier shall support NEXUS adequately for import customs clearance to the third country. If the accompanying documents are missing or incomplete, NEXUS shall be entitled to refuse acceptance of the delivery.

7.3 If NEXUS makes specifications regarding the packaging, the shipment, the type of transport or the carrier, the Supplier shall make sure they are observed. The packaging shall be selected in order to perform a safe transport. When third parties are involved (forwarding agent, subcontractor, branch operation, etc.), the Supplier shall ensure compliance with the shipping conditions prescribed by NEXUS. Dispatch notices (delivery notes) are to be attached to the consignment note (except bulk Goods) twice in case of dispatch of the consignment to the consignment note (except bulk Goods), in the case of air freight or postal consignments of the consignment or in

case of freight shipments with the note "Intended for consignee" to be carried out by the freight forwarder.

The complete order number shall be clearly marked in the consignment notes, the shipping documents intended for the consignee and on the parcels themselves (signing, adhesive label).

The total weight (gross, net weight), or at least an estimated weight, as well as the article number shall be indicated in all shipping documents, invoices, etc. If a contract identification number appears in the order, this shall be stated on every document and on all delivery documents.

In the event of cross-border shipments from non-EU countries, two invoices as customs documents and movement certificates or certificates of origin shall be included in the freightdocuments or "For Customs" shall be sent to the receiving plant in good time in order to be available upon receipt of the Goods. For deliveries from EU countries, a "Pre-Supplier declaration" shall be attached to the delivery documents.

Costs of any transport insurance will only be borne by NEXUS if agreed upon in advance and in writing. Incidental costs associated with the execution of the order, which are neither stipulated in the agreement nor in the latest Incoterms, shall be borne by the Supplier. Incidentally, reference is made to the shipping conditions and / or prescriptions or requirements of the customs authorities, which have been agreed separately depending on the respective transaction.

In the event of non-compliance with the shipping, customs and documentation regulations prescribed by NEXUS, all resulting risks, damages and costs shall be borne by the Supplier or the due date of the invoice payment shall be postponed until the fulfillment or submission of the missing documents.

All shipping and packaging material shall pass into NEXUS' ownership without limitation as a matter of principle; Any returns will be at the risk and expense of the Supplier. If, according to the agreement, the Supplier is to be reimbursed for the costs of the packaging, the Supplier shall only entitled for compensation of the prime costs.

7.4 The risk is transferred from the Supplier to NEXUS in accordance with the clauses of the Incoterms agreed between the parties. However, if a formal acceptance takes place, the transfer of risk does not take place before this formal acceptance.

7.5 Within the scope of quality assurance, the Supplier shall be obliged to carry out an inspection of the Goods for their conformity with the contract, their product safety and their environmental compatibility. NEXUS inspects the Goods on delivery only in terms of their identity, the delivery quantity and any transport damage which is clearly visible externally on the packaging. The Supplier waives all examination and complaint obligations under the applicable law.

7.6 NEXUS shall not be obligated to accept deliveries before their due date. If NEXUS nevertheless accepts the delivery, the contractually agreed delivery date shall be

deemed decisive for the beginning of the payment and warranty periods as well as the transfer of risk. The Supplier shall be in default if he does not carry out the (partial) delivery at the agreed place of delivery within the agreed or fixed delivery period or until the agreed or stipulated delivery date. If the adherence to the delivery date is endangered, the Supplier shall be obligated to notify NEXUS of this fact without delay. In determining whether the Supplier has properly fulfilled the agreement, the date of the transfer of risk shall be taken to the date of formal acceptance, if a formal acceptance is agreed upon. In the event of default NEXUS shall be entitled, without prejudice to the assertion of claims for damages beyond that, to demand a no-fault penalty equal to 1% of the price for each calendar day begun, whereby the penalty is in total limited to 30 % per case of default.

7.7 As soon as the Supplier recognizes that a timely delivery / service is not or only partially possible, the Supplier shall be obliged to notify NEXUS about that fact without delay, stating the reasons and the expected duration of the delay. In the event of delayed or incomplete delivery, NEXUS shall be entitled to withdraw from the contract completely or partly with regard to the outstanding partial delivery. If NEXUS still adheres to the contract, for whatever reason, even unreasonable, no grace period is required for the resignation.

7.8 The Supplier shall only be released from compliance with the agreed delivery / service time insofar as he is prevented from observing them by means of unavoidable events, in particular force majeure. This shall not apply to a generic debt (performance that can be determined by general characteristics, in particular its natural, technical or economic characteristics). Additional costs which arise for an accelerated transport necessary to meet the delivery / performance deadline shall be borne by the Supplier. The execution period shall not extend as a result of obstruction due to adverse weather.

8. Suspension and cancellation of delivery

8.1 NEXUS shall be entitled at any time to request from the Supplier the interruption of the further delivery. In this event, the Supplier shall provide NEXUS with a detailed description of the resulting consequences, in particular with regard to costs and postponement of deadlines. If NEXUS requests the suspension of the delivery for a period of less than three months, the Supplier has no claim to compensation for additional expenses.

8.2 Until the delivery is complete, NEXUS shall be entitled to terminate the contract without stating reasons. NEXUS shall indemnify the Supplier for the unavoidable expense incurred until then. A claim for compensation of the lost profit shall not exist.

8.3 In the event of force majeure, such as strike, lockout, war and elementary events and similar, NEXUS shall be entitled to withdraw from the contract in whole or in part or to demand the delivery or execution of a given order at a later date, without claims of any kind arising for the Supplier in this respect.

9. Subcontractor

9.1 The Supplier shall be liable for the execution of the work and for this offer itself and remains in the case of performance by a subcontractor sole contract and contact person of NEXUS. Subcontractors shall be named in advance to the responsible project manager within NEXUS and require the prior written consent. If a project manager has not been announced to the Supplier, the purchasing department of NEXUS shall be contacted instead. By NEXUS' request or by its authorized representative, it shall be possible to inspect the Supplier's contractual agreements with its subcontractors and to provide any information requested. Subcontractors from non-EU states shall not be permitted unless explicitly approved by NEXUS. The Supplier shall ensure that its subcontractors provide proof of adequate liability insurance at any time upon request by NEXUS. Equivalent applies to the use of leasing workers; these are to be announced by name to NEXUS.

9.2 The Supplier shall be obligated to bring the provisions on data protection, information security and confidentiality, which are defined as required for the respective project, to inform the subcontractors employed by the Supplier, to demonstrably oblige them to comply with them and to encourage them in their commitment hereto. The Supplier shall demonstrably ensure that the subcontractor is notified of all safety regulations by NEXUS.

10. Payment

10.1 The price shall be - subject to point 10.2 - payable within 90 days of receipt of the invoice, provided that the Supplier has made available the Goods or the documents which entitle it to do so. Upon payment within 30 days, NEXUS shall receive a discount of 3%; upon payment within 45 days, NEXUS shall receive a discount of 2%. In the event of sub-accounts, the entitlement to deduct the discount for each partial invoice shall be assessed separately. The payment shall be made on time if the order is made as payment order on the last day of the deadline. The repayment of an invoice by offsetting shall be considered as payment. The costs and expenses of cashless payment transactions shall be borne by the Supplier, with the exception of one of the principal's banks. Payments shall be made at the discretion of NEXUS by bank transfer, check, out of own three-month acceptances or customer change. COD shipments are - if they were not specially agreed - not accepted. Debt collection by banks is inadmissible and allows NEXUS to repay unpaid debt collection orders submitted by banks. Ceding shall only be made to prior written consent of NEXUS.

10.2 The due date of the invoice assumes that the delivery has been completed fully and that NEXUS has had the opportunity to inspect the Goods beforehand, that the invoice is auditable and that the invoice and enclosures comply with the further requirements of point 6.3. If, in addition to the Goods, the Supplier shall provide further documents as mentioned in points 4.3 and 7.2, the payment period does not start before the complete handover of these documents.

10.3 Unless the parties have agreed upon otherwise, NEXUS shall be entitled to withhold a retention of 10 % of the invoice amount for the duration of the warranty period in order to ensure that the Goods or services conform to the contract. If the Goods or

services are not in accordance with the contract, the due date of the total invoice amount shall only become effective after remedying the lack of conformity.

10.4 NEXUS shall be entitled to clear payment obligations by setting them off against claims of companies that have receivables from the Suppliers and where NEXUS holds at least 50 %.

11. Warranty and quality assurance

11.1 The Supplier shall guarantee contractual conformity of the Goods or service. The Goods or services shall be carried out under the contract if they comply with the terms laid down in point 4. and the regulations thereby. If a description of the Goods or the service or parts of it is made by NEXUS or if information is given for a particular execution of the production by NEXUS, these shall not be binding on the Supplier insofar as they are suitable for impairing or restricting the provisions of point 4.

11.2 The Supplier shall guarantee that the Goods are free from rights or claims of third parties that are based on commercial or other intellectual property and that the Supplier knew or could not have been unaware of at the time the contract was concluded. Notwithstanding this, the Supplier shall in any case guarantee that the Goods or services are, under the territorial scope of the European Union and the United States of North America and Canada, free from intellectual property rights of third parties.

11.3 In the event of a defect the warranty period of movable Goods shall be 24 months, 36 months in the event of immovable Goods and the warranty period shall begin with the date of the transfer of risk; on the date of formal acceptance, if a formal acceptance is applicable. If the delivery follows - modified or unchanged - to NEXUS customers and if the Supplier is informed, the warranty period begins with the acceptance by the NEXUS customer. If a defect cannot be identified by proper inspection at the specified times, the warranty period does not commence before the defect has been identified. If a defect is remedied by repair or replacement, the warranty period begins again upon completion of the repair or replacement.

11.4 For all systems, machines or devices that cannot be used as contractually stipulated due to interruptions in operation, the warranty period is extended by the duration of this interruption, if this was caused directly or indirectly by the Supplier. For warranted characteristics, the agreed warranty period starts from the day of knowledge of the defect.

11.5 If the defect emerges within 12 months after the start of the warranty period, it shall be presumed, until proved otherwise, that the defect already existed at that time.

11.6 If a defect can be remedied, it shall be in NEXUS' sole discretion to decide whether or not the remedy takes place by repair or replacement. NEXUS shall not be obliged to give the Supplier the opportunity to natural remedy. The expenses required for the purpose of remedying the defect, in particular the costs of transport, travel, labour and materials, as well as the effort required to find the cause and remedy the defect shall be borne by the Supplier. The Supplier shall remedy the defect at the place of

delivery; this also applies if the delivery is made as agreed directly to the customer of NEXUS.

11.7 NEXUS shall be entitled to conduct regular audits of the Supplier to ensure the quality of deliveries. These audits take place at the Supplier's domicile and shall be announced in writing by NEXUS 14 days in advance. NEXUS shall be entitled to inspect the company of the Supplier. Upon request, NEXUS shall receive the corresponding records relating to the manufacture and the production control of the Goods to be delivered during these audits.

11.8 The Supplier shall notify NEXUS immediately about changes regarding essential suppliers, the change of materials, production processes or production location and changes in the conformity check. Such changes require the consent of NEXUS if the form or function compatibility of the Goods or their individual components are no longer guaranteed, if the usability deteriorates, if the agreed specifications are no longer guaranteed, or those specifications, which are necessary for the intended or normally required use or where the Goods are no longer backward compatible.

12. Liability

12.1 The Supplier shall be liable to NEXUS without restriction for replacement of NEXUS by unlawful, in particular breach of contract and misconduct, direct or indirect damage, including loss of profit. The fault of a subcontractor or its subcontractor is to be ascribed to the Supplier as a fault of its own. If, according to the applicable law, liability is also foreseen without fault, in particular for faulty products or for dangerous activities, the Supplier shall be liable to NEXUS in accordance with these provisions even without fault on his part. By agreeing or enforcing a contractual penalty, NEXUS shall not be prevented from claiming any further damage.

12.2 Claims for damages are equivalent to recourse claims of NEXUS, if NEXUS is claimed by third parties for the Goods or services of the Supplier. The condition and scope of the recourse claim shall be determined by the applicable law.

12.3 The Supplier indemnifies NEXUS against claims of both the contractual partners of NEXUS and other third parties, if it is liable under points 12.1 and 12.2 NEXUS or if NEXUS has recourse claims against the Supplier.

12.4 If the Supplier violates a statutory duty to safeguard public safety by constructing, producing or displaying the Goods or by lacking control (in particular by non-observance or breach of quality assurance obligations), the Supplier shall be liable to NEXUS for compensation for the damage. If the Supplier recognizes or should he, with due diligence, recognize that the Goods or performance or thereby the final product of NEXUS are faulty or become faulty and create a risk to life, limb, health, property or the environment, then he shall be obliged to recall the Goods. The resulting expenses shall be borne by the Supplier if he has caused the need for the recall. Measures taken by NEXUS in the context of the product recall are an expense according to the preceding provisions.

13. Intellectual property rights and other documents

13.1 The documentation (drawings, plans, specifications, standards, models, etc.) provided by NEXUS to the Supplier for the performance of the delivery or service, shall remain the property of NEXUS and may only be used to fulfil the delivery or service. They are confidential and may not be disclosed to third parties or used for any purpose other than performance of the delivery or service without the prior written consent of NEXUS. They shall be returned to NEXUS at the request of NEXUS or at the latest upon fulfilment of the delivery or service; Copies are to be destroyed, data to be deleted.

13.2 If the Supplier's intellectual property is required or at least useful for the use of the Goods or services, NEXUS shall be irrevocably entitled to use this intellectual property with such Goods or services without limitation and free of charge. NEXUS shall be entitled to transfer this right of use to third parties or to grant sublicenses, if necessary, for the purpose of placing on the market, preserving, using or maintaining the Goods or services (modified or unmodified) improve.

13.3 If the Goods or services contain software or if they consist of software, standard software shall be provided to NEXUS for its intended purpose, whereby it also implies the use in any system environment and the transfer of the right of use. Also, NEXUS is authorized to make copies of the standard software for backup purposes; the reproductions of the standard software, which are used for proper data backup, are also part of the intended use. Even without a separate agreement, the application documentation (in particular the user and operator manual) is part of the delivery.

13.4 If the Goods or services contain individual software or if they consist of individual software (software specially manufactured for the needs of NEXUS), the Supplier shall grant NEXUS an exclusive, unlimited and non-transferable right of use and the source and object program code both in humans - as well as in machine-readable form.

14. Tools, molds and other execution aids

Tools, molds, auxiliary means, etc. manufactured at the expense of NEXUS to perform the delivery or service shall become the property of NEXUS upon payment. The transfer of ownership is made by the instruction to hold the tool, the model or other execution tools only in the name of NEXUS in possession. The objects mentioned shall be appropriately marked as NEXUS' property and used exclusively for the execution of the delivery or service. They are to be maintained, maintained and, if necessary, renewed at the Supplier's expense. The NEXUS-owned tools, molds, tools, etc. shall be handed over at the latest with the end of the delivery or service. Irrespective of this, however, NEXUS is entitled to demand immediate surrender if a breach of contract occurs in the execution of the delivery or service by the Supplier. Retention rights to the named objects - for whatever legal reason - are excluded.

15. Confidentiality

15.1 The subject of confidentiality is (i) business and trade secrets, (ii) the information and data under which the Supplier manufactures or supplies the good or service, and (iii) all such data, information, documents, in which form they are embodied, which were classified as confidential by one of the parties at the time of handover or access, and (iv) know-how of one of the parties (facts to be concealed).

15.2 The parties agree to keep secrecy facts strictly confidential and to not make them accessible to third parties. To fulfil this confidentiality obligation, each party shall take all necessary and reasonable organisational measures. Incidentally, the facts subject to secrecy shall be available only to those employees and / or subcontractors / subcontractors who need this information for their work.

15.3 The confidentiality obligation shall not be affected by termination of the legal transaction or the supply relationship and shall continue for a period of five years from the last delivery.

16. Applicable law and jurisdiction

16.1 The legal relationship between NEXUS and the Supplier is governed by Austrian material substantive law, to the exclusion of collision law and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

16.2 All disputes between NEXUS and the Supplier arising out of or in connection with entering into a legal transaction, a legal transaction and its execution, including a dispute over the conclusion of a legal transaction and non-contractual as well as tort claims in connection therewith shall be exclusively subject to the jurisdiction of the materially competent court in Steyr, Austria. Irrespective of this, however, NEXUS is entitled to file its claim in each case before the domicile or principal place of the Supplier.

17. Various

17.1 Insofar as declarations by one of the parties in accordance with the GCP require the written form, the transmission by electronic means or via fax shall be sufficient.

17.2 The declaration shall become effective at the time it either reaches the recipient or, under normal circumstances, would proceed with the chosen type of delivery. Statements received by the recipient on a Saturday, Sunday or public holiday shall be considered effective on the following business day thereafter.

17.3 Statements by the Supplier shall be legally effective only if they are made in German or English.

17.4 If a term of the GCP is ineffective or proved to be impracticable or a gap becomes evident, this shall not affect the validity of the remaining terms. The ineffective provision or the gap shall be filled in such a way that they come closest to the sense and purpose of the contractual agreement and the will of the parties.

17.5 In doubt, the German version of the GCP shall have preference over other translations.

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