

HELMUT FISCHER GMBH
INSTITUT FÜR ELEKTRONIK UND MESSTECHNIK 71069 Sindelfingen

Sales Terms and Delivery Conditions

For Use in Business Relations with Other Companies

§ 1 General - Scope

1. The following terms and conditions apply to all contracts relating the supply of goods entered into between Helmut Fischer GmbH (heretofore: Supplier) and the Ordering Party. They also apply to all future business relationships even if they are not stipulated expressly. Terms and Conditions of the Ordering Party that contradict, deviate from or supplement the Terms and Conditions of Supplier and are not expressly accepted by Supplier, are not binding for Supplier even if Supplier does not expressly object to them. Supplier's Terms and Conditions apply even if Supplier makes a shipment to the Ordering Party with the knowledge of Terms and Conditions of the Ordering Party that contradict, deviate from or supplement the Terms and Conditions of Supplier.
2. All agreements made between Supplier and the Ordering Party for the purpose of completing a contract are stated in writing in this contract.

§ 2 Proposal and Contract - Proposal Documents

1. An order by the Ordering Party, which shall be qualified as a proposal to enter into a contract, can be accepted by Supplier within three weeks by sending an order confirmation.
2. Supplier's proposals are subject to change and not binding, unless they have been expressly designated as binding.
3. Contents, extent and terms of the contract are determined through the acceptance of the shipment/service by the Ordering Party from Supplier's written order confirmation.
4. Documents provided by Supplier, such as images, drawings, stated dimensions and weights are a binding component of the contract only if they have been expressly declared as binding.
5. Supplier is entitled to withdraw from the contract in case of obvious typing or calculation errors in Supplier's proposal on which the contract is based or in the order confirmation. Potential indemnity claims of the Ordering Party are governed by § 10.
6. The contract can be carried out appropriately only if the Ordering Party describes sufficiently in every respect for Supplier the conditions under which the delivery item shall be used. In particular, the Ordering Party shall inform Supplier about the accuracy with which the devices to be supplied shall operate and the environmental conditions under which they shall be employed. If the devices are not suitable for the purposes of the Ordering Party due to a violation of the obligations governed by § 2 Para. 5 Sentence 1, the Ordering Party shall nonetheless pay the entire contract price. Should damage to other rights or legally protected interests arise as a consequence of a violation of such obligations, a potential liability of Supplier is governed by § 10. If the Ordering Party obtains advice from Supplier concerning processing or application options for the supplied devices as well as in general about technical or patent-related questions, Supplier shall be liable only as set forth in § 10.
7. Supplier reserves the unrestricted proprietary rights, copyrights and other intellectual property rights on cost estimates, drawings (e.g., technical drawings concerning the design or manufacture of devices) and other documents, e.g., concerning the project of the Ordering Party and preliminary investigations (heretofore: Documents). The Ordering Party is obligated to treat any received Documents with confidentiality. The Documents may be copied or made available to third parties only after Supplier's consent. Upon effective establishment of a delivery contract, consent is granted for such duplications that are indispensable for the use of the delivery item for the operation of the Ordering Party. In all cases, all other rights of use remain with Supplier. If a contract is not reached, the Documents shall be returned to Supplier without delay and without additional request.
8. The Ordering Party has the non-exclusive right to use standard software with the agreed upon performance features in an unmodified form for the agreed upon devices.

§ 3 Price - Payment Terms

1. The Ordering Party shall pay the price stated in the order confirmation plus the statutory value added tax. The value added tax in its legal amount on the date of invoicing is stated separately on the invoice.
2. All Prices stated in the order confirmation and in a potential proposal are considered ex works excluding packaging, transportation and insurance, unless expressly stated otherwise.
3. Unless otherwise agreed, the contract price plus the statutory value added tax is due net (without deductions) within 30 days from the date of the invoice. We grant a discount of 2% for payment within 10 days from the date of the invoice. Payments are considered made only when Supplier has command of the funds.
4. Bills of exchange are accepted only pro forma and only after agreement under the condition of their discountability. Discount charges are calculated from the date of issue or set-up at the then effective rate.
5. If the payment target set forth in § 3 Para. 3 is exceeded, the Ordering Party will be in default without any additional statements by Supplier. Supplier reserves the right to charge interest at the statutory default interest rate as set forth in § 266 Para. 2 BGB [*German Civil Code*] (eight percentage points above the respective applicable base interest rate as set forth in § 247 BGB).
6. The Ordering Party shall have no right of retention in case defects are present, unless the shipment is obviously defective or the Ordering Party has an obvious right to refuse acceptance of the contracted performance; in such a case, the Ordering Party is entitled to retention only to the degree that the retained amount is in a reasonable correlation to the defects and to the expected cost of the non-fulfillment (in particular of a remedial action). The Ordering Party is not entitled to assert claims and rights due to defects if the Ordering Party has not made due payments and the due amount is in a reasonable correlation to the value of the - flawed - shipment or contracted service.
7. The Ordering Party has the right to set off only if its counterclaims have been determined in a legal manner, are indisputable or have been accepted by Supplier.
8. If Supplier has assumed the responsibility for the installation of the delivery item and nothing else has been arranged, the Ordering Party assumes all additional costs such as travel expenses, cost for transporting the hand tools and the personal luggage as well as daily allowances in addition to the agreed upon price.

§ 4 Delivery Time - Delay in Delivery

1. Unless expressly agreed as binding, delivery dates or deadlines shall be exclusively non-binding statements.
2. If, as an exception, binding delivery terms have been agreed, then the terms shall begin with the date of the order confirmation.
3. The delivery terms shall be considered kept if the delivery item has been sent at the time of expiration of the deadline or the shipment / transportation or service readiness has been communicated.
4. Complying with delivery times is contingent on the timely receipt of all Documents, required approvals and releases to be supplied by the Ordering Party, in particular of diagrams, and on keeping of agreed upon payment terms and other obligations by the Ordering Party. If these prerequisites are not fulfilled in a timely manner, the deadlines shall be extended appropriately; this does not apply if Supplier is responsible for the delay. In addition, the defense of non-performance shall remain an option.
5. If the Ordering Party defaults in the acceptance or culpably violates other obligations to collaborate, then Supplier shall be entitled to demand reimbursement for the resultant damage including potential additional expenditures. The right to additional claims shall remain intact.
6. If Supplier's shipment is prevented due to force majeure (for example mobilization, war, riots), the delivery deadline shall be extended implicitly by the duration of the effects of the force majeure plus a reasonable lead time. Unexpected circumstances that are not the responsibility of Supplier, which make the delivery unreasonable, difficult or impossible are treated equal to force majeure. Examples of these are delays in delivery by the intended vendors of Supplier, labor disputes (strike, lockout), governmental measures, scarcity in raw materials or energy, significant interruptions of operation, for example through a destruction of the plant either in full or of significant departments or a breakdown of essential manufacturing plants, major interruptions in transport, e.g., through road blockades, labor disputes in the transportation industry, scarcity in energy, bans

on driving. If these circumstances persist for more than four months, then Supplier shall have the right to withdraw from the contract. Upon request of the Ordering Party, Supplier shall state, whether he will withdraw or deliver within a reasonable delivery period to be determined by Supplier. Potential indemnity claims of the Ordering Party are governed by § 4 Para. 7 and 8, § 9 and § 10.

7. If Supplier delays delivery, the Ordering Party shall - if it can demonstrate credibly that it has incurred damages because of this - be able to demand a compensation of 0.5% of the price for the portion of the shipment that cannot be taken into operation effectively due to the delay for every week of the delay, not to exceed 5%.
8. Damage claims by the Ordering Party due to delay in the performance as well as damage claims in place of the performance that exceed the limits stated in § 4 Paragraph 7 are excluded in all cases of delayed delivery, including after the expiration of a deadline for the delivery set by Supplier. This does not apply for cases with compulsory liability such as intent, gross negligence or due to injury to life, body or health; however, in cases of gross negligence, the liability of Supplier shall be limited to calculable damages as per standard contract provisions, unless liability is determined again due to injury to life, body or health. Supplier shall be liable also when the underlying sales contract is a time-fixed transaction in terms of § 286 Paragraph 2 No. 4 BGB or of § 376 HGB. The same applies if the Ordering Party is entitled to assert the discontinuance of its interest in the continued fulfillment of the contract due to a delay in delivery for which Supplier is responsible. In this case, the liability of Supplier is, however, limited to the calculable damages as per standard contract provisions if the delay in delivery is not based on an intentional violation of the contract for which Supplier is responsible, whereby a fault of his representative or vicarious agent shall be attributed to Supplier.
9. The Ordering Party can withdraw from the contract within the framework of the legal regulations only if the delay of the delivery is the responsibility of Supplier.
10. The regulations stated above do not constitute a change in the burden of proof to the disadvantage of the Ordering Party.
11. On the request of Supplier, the Ordering Party shall be obligated to state within a reasonable period whether it withdraws from the contract due to the delay or whether it insists on the delivery.
12. Supplier shall be entitled to provide partial deliveries or performances as long as this is reasonable for Supplier. He is entitled to issue invoices for the partial deliveries. Payment terms are separate for each invoice for partial delivery.
13. If the shipment or delivery is delayed due to a request or due to the fault of the Ordering Party, Supplier shall store the delivery item at the cost and risk of the Ordering Party. In such cases, the notification of shipment readiness shall be treated equal to the shipment. The Ordering Party may be billed storage fees in the amount of 0.5% of the price of the delivery items per month or a portion thereof, not to exceed a total of 5%. The parties to the contract are at liberty to provide evidence for higher or lower storage costs.

§ 5 Transfer of Risk - Packaging for Shipment

1. The risk is transferred to the Ordering Party as follows even if carriage is prepaid:
 - a) for shipments - including partial shipments - without setup and assembly once they have been taken to the outgoing transport or have been picked up. By the request and at the cost of the Ordering Party, shipments are insured by Supplier against typical transport risks;
 - b) for shipments with setup or assembly, on the day of transfer to own operation or, if so agreed, after problem-free trial operation.
2. If the outgoing transport, the delivery, the start, the setup or assembly, the transfer into own operation or the trial operation are delayed for reasons that are not the responsibility of Supplier or that are the responsibility of the Ordering Party, or if the Ordering Party is in delay of acceptance or in debtors delay for other reasons, the transfer of risk to the Ordering Party shall occur with Supplier's notification about the readiness for shipment or for performance.
3. As a rule, Supplier shall determine the type of packaging. The Ordering Party shall be billed this type of packaging at cost. Supplier shall make effort to take into account the wishes and interests of the Ordering Party with regard to shipping method and shipping route; potential additional cost for this shall be borne by the Ordering Party - even in case of prepaid shipping costs.
4. Damage claims due to poor packaging of the goods or due to disregard of packaging instructions are excluded as set forth in § 10.
5. According to the *Verpackungsverordnung [German Packaging Ordinance]*, transportation and other packaging shall not be taken back; pallets are exceptions. The Ordering Party shall provide for the disposal of the packaging at its own cost.

6. Unless agreed upon otherwise, outgoing transport is at the cost of the Ordering Party.
7. Unless the Ordering Party has given instructions to the contrary, Supplier shall determine the means and route of transportation, without being made responsible for ensuring the fastest and lowest cost options.
8. The liability regulation as set forth in § 10 applies to damage claims due to disregard of transport instructions.
9. In case of damage or loss of goods, the Ordering Party shall arrange without delay a review of the facts with the carrier.

§ 6 Receipt of Goods

The Ordering Party is not entitled to reject the receipt of shipments / performances for reasons of slight defects.

§ 7 Liability for Defects

1. Claims for defects by the Ordering Party are subject to proper fulfillment of its inspection and notification duties as set forth in § 377 HGB [*German Commercial Code*].
2. In case of a defect of the delivered item, Supplier shall at his own discretion have the opportunity to remedy a defect by repair or by supplying a new item free of defects. The Ordering Party shall grant Supplier a reasonable time for the remedial action.
3. If the remedial action fails, the Ordering Party may withdraw from the contract or demand a price reduction - notwithstanding potential damage claims as set forth in § 10.
4. Claims for defects are not permitted for insignificant deviations from the agreed upon configuration, for insignificant impairment of the serviceability, for natural wear or damage that occurs after transfer of risk due to wrongful or negligent handling, excessive use, unsuitable operating resources, defective construction work, unsuitable foundation or such that arise from special external influences, which are not intended according to the contract, as well as for non-reproducible software errors. No damage claims arise for improper alterations or repairs carried out by the Ordering Party or by third parties and for consequences arising from such alterations or repairs.
5. Claims of the Ordering Party for expenses incurred for purposes of remedial actions, in particular transportation, travel, labor and material costs are excluded if the expenditures increase due to subsequent transportation of the delivered item to a different location than the place of performance.
6. In case of notification of defects, the Ordering Party shall be authorized to withhold payment to an extent that is in an appropriate correlation to the defects. The Ordering party shall be authorized to withhold payment only if a defect is asserted with no doubt of its eligibility. If the defect notification has occurred wrongly, Supplier shall be entitled to demand repayment of the expenditures incurred from the Ordering Party.
7. The right of recourse on the part of the Ordering Party against Supplier as set forth in § 478 BGB [*German Civil Code*] (Recourse to Contractor) exists only to the extent that the Ordering Party has not entered into any agreement with its customers beyond the statutory claims based on defects. Furthermore, the regulations of this § 7 Para. 5 apply accordingly to the extent of the right of recourse on the part of the Ordering Party against Supplier as set forth in § 478 Para. 2 BGB.
8. The right of recourse on the part of the Ordering Party against Supplier as set forth in § 478 BGB - cf. § 7 Para. 7 - is excluded if the defects are based on advertising statements or other contractual agreements that do not originate with Supplier, or if the Ordering Party has granted a special warranty to the end consumer. The obligation is furthermore excluded if the Ordering Party itself had no statutory warranty obligations in relation to the end consumer or did not provide a defect notification concerning a claim it had received.
9. When in doubt, statements of Supplier in regard to the contract with the Ordering Party (e.g., performance descriptions, references to DIN Standards, etc.) do not contain an assumption of a warranty. If in doubt, only Supplier's written statements concerning the assumption of a warranty apply.
10. In all other cases, damage claims apply as set forth in § 10 (Damage Claims). Additional claims or claims other than the ones regulated in this § 7 on the part of the Ordering Party against Supplier or its vicarious agent due to defects are excluded.

§ 8 Industrial Property Rights and Copyrights; Defects in Title

1. Unless otherwise agreed, Supplier is obligated to provide the delivery free of industrial property rights and copyrights of third parties (following: Protective Rights) in the country of the delivery location only. If a third party lodges justified claims against the Ordering Party due to a violation of Protective Rights for deliveries provided by Supplier and used according to the contract, Supplier shall be liable to the Ordering Party within the period stated in § 11 as follows:
 - a) Supplier shall, at his option, obtain a license for use at his own cost for the respective shipment, alter it to the effect that the Protective Right is not violated or replace it. If Supplier is not able to carry this out under reasonable conditions, the Ordering Party shall be entitled to the statutory rights to withdrawal or to a price reduction.
 - b) Supplier's obligation regarding damage claims is governed by § 10.
 - c) Supplier's obligations stated above exist only if the Ordering Party informs Supplier about claims asserted by Third Parties without delay in writing, does not acknowledge a violation and Supplier has the right to all defensive measures and settlement negotiations. If the Ordering Party discontinues the use of the delivered item for reasons of loss minimization or for other significant reasons, it shall be obligated to inform the third party that the discontinuation of use does not constitute an admission of a violation of a Protective Right.
2. Claims of the Ordering Party are excluded if the violation of the Protective Rights is the ordering Party's own responsibility.
3. Furthermore, claims of the Ordering Party are excluded if the violation of the Protective Rights is caused by particular specifications of the Ordering Party causing a use that cannot be anticipated by Supplier, or if the violation is caused by the fact that the delivered item is altered by the Ordering Party or is used in conjunction with products not supplied by Supplier.
4. The claims regulated in § 8 Para.1. a) apply in case of violations of Protective Rights, in all other cases, the regulations of § 7 Para. 2 Sentence 2, Para. 6, 7 and 8 apply accordingly.
5. The regulations as set forth in § 7 apply accordingly in the presence of other defects in title.
6. Additional claims, or claims other than the ones regulated in this § 8 on the part of the Ordering Party against Supplier and his vicarious agent due to a defect in title are excluded.

§ 9 Impossibility

Supplier is liable for impossibility of delivery/performance in cases of intent or gross negligence of Supplier or his representative or vicarious agent subject to the statutory provisions. However, in cases of gross negligence Supplier's liability shall be limited to the calculable damages as per standard contract provisions unless one of the exceptions stated in Sentence 5 of this paragraph applies. Otherwise, Supplier's liability on account of impossibility for damage claims and repayment of futile expenditures shall be limited to a total of 10% of the value of that portion of the delivery/performance that cannot be put into proper operation due to the impossibility. Additional claims of the Ordering Party due to impossibility of delivery/performance are excluded. This limitation does not apply if the liability is based on intent, gross negligence or injury to life, body and health. The right of the Ordering Party to withdraw from the contract is not affected.

§ 10 Damage Claims

1. Supplier is liable in cases of intent or gross negligence of Supplier or his representative or vicarious agent subject to the statutory provisions. Otherwise, Supplier is liable only as set forth in the German Product Liability Act in cases of injury to life, body and health or in cases of a culpable violation of significant contractual obligations. However, the damage claims for the violation of significant contractual obligations is limited to the calculable damages as per standard contract provisions. Supplier's liability shall also be limited to the calculable damages as per standard contract provisions in cases of gross negligence, unless one of the exceptions stated in Sentence 2 of § 10 applies.
2. However, the liability for damage through the delivered item on legally protected interests of the Ordering Party, e.g., damage to other objects, is excluded entirely. This limitation does not apply in cases of intent or gross negligence or if the liability is based on injury to life, body and health.
3. The provisions of § 10 Paragraph 1 and 2 cover damage liability in addition to performance and damage liability in place of performance, regardless of the legal reason, in particular on account of defects, violation of contractual obligations or on account of an unlawful act. They also apply to a claim for reimbursement of futile expenditures. However, the liability for delay is determined as set forth in § 4, the liability for impossibility as set forth in § 9.

§ 11 Statute of Limitations

1. The statute of limitations for claims and rights on account of defects in the delivery / performance - regardless of the legal reason - is one year. However, this does not apply if the law as set forth in § 438 Paragraph 1 No. 1 BGB (Defects in Title for Immovable Goods), § 438 Paragraph 1 No. 2 BGB (Buildings, Goods for Buildings), § 479 Paragraph 1 BGB (Right of Recourse on the Part of the Company) or § 634a Paragraph 1 No. 2 BGB (Buildings or Object whose Success Consists in Providing Planning or Monitoring Services for Such) stipulates longer terms.
2. The statutes of limitations as set forth in § 11 Paragraph 1 apply also for all damage claims against Supplier that are related to the defect - regardless of the legal grounds of the claim. If damage claims of any kind exist against Supplier that are not related to a defect, the statute of limitations set forth in § 11 Paragraph 1 Sentence 1 apply.
3. The statutes of limitation set forth in § 11 Paragraphs 1 and 2 apply with the following provisions:
 - a) As a rule, statutes of limitation do not apply in cases of intent.
 - b) Furthermore, statutes of limitation do not apply when Supplier has fraudulently concealed the defect or if Supplier has assumed a guarantee for the configuration of the delivery / performance. If Supplier has fraudulently concealed a defect, the statutory statutes of limitation that would apply without the presence of fraudulent intent apply in place of the terms stated in § 11 Paragraph 1, that is, § 438 Paragraph 1 No. 1 BGB (Defects in Title for Immovable Goods), No. 2 (Buildings and Goods for Buildings) and No. 3 (Other Delivered Items) and/or § 634a Paragraph 1 No. 1 BGB (Manufacture/Maintenance/Alteration of Goods or Planning/Monitoring Services) and/or No. 2 (Buildings or Planning/Monitoring Services for Such) and/or No. 3 (Other Services) under exclusion of an extension of terms for fraudulent intent as set forth in § 438 Paragraph 3 and/or § 634a Paragraph 3 BGB.
 - c) Furthermore, the statutes of limitations do not apply to damage claims in cases of injury to life, body and health or of freedom, for claims according to the German Product Liability Act, for a grossly negligent violation of an obligation or for a violation of significant contractual obligations.
4. For all claims, the statute of limitation period begins with the transfer of risk, for work performed with the acceptance.
5. Unless expressly stated otherwise, the legal provisions concerning the beginning of the statute of limitations, the suspension of the time limit, the interruption or the resumption of time limits is not affected.

§ 12 Retention of Title

1. Supplier retains the title to the delivery items (retained goods) until the Ordering Party has fully met all bills outstanding - including all balance claims of current accounts - to which Supplier is entitled based on the business relationship with the Ordering Party; for a current account relationship, the retention applies to the acknowledged balance. If payment of the purchase price debt based on the check/bill of exchange procedure is agreed upon with the Ordering Party, the retention also extends to the discharge of the bill of exchange accepted by Supplier through the Ordering Party and does not expire when the received check is credited by Supplier.
2. For violations of obligations by the Ordering Party, in particular for default of payment, Supplier is entitled to demand the return of the delivered item and/or to withdraw from the contract even without setting a time limit; the Ordering Party is obligated to the return. A demand of return of the delivered item does not constitute a notice of withdrawal, unless stated so expressly. After taking back the delivered item and withdrawal from the contract, Supplier is entitled to resell the delivered item; the amount realized from the resale shall be applied to the payables of the Ordering Party - minus reasonable resale costs.
3. The Ordering Party is obligated to treat the delivered item with care; in particular it shall insure the delivered item at its own expense sufficiently for full value against damage from fire, water and theft. If maintenance and inspection work is required, the Ordering Party shall perform such at its own expense.
4. In case of attachments or other interventions by third parties, the Ordering Party shall point to Supplier's title and shall inform Supplier without delay in writing such that Supplier can enforce his proprietary rights, in particular can take legal action as set forth in § 771 ZPO [German Code of Civil Procedure]. If the third party is not in a position to reimburse Supplier for in-court or out-of-court costs arising in this regard, the Ordering Party shall be liable for the loss incurred by Supplier.
5. The Ordering Party shall be entitled to resell and/or use the retained goods in the ordinary course of business as long as it is not in default of payment. Pledges or assignments as security are not permitted. The Ordering Party assigns already at this time receivables arising from the resale or any other legal reason (e.g., insurance, unlawful act) with regard to the retained goods in full to Supplier until all receivables of Supplier are paid. The Ordering Party remains entitled to the collection of the receivables even after the assignment. The power of Supplier to collect receivables itself is not affected by this. However, Supplier commits not to collect the receivables as long as the Ordering Party fulfills its payment obligations from the received revenues, does not default in the payments and, in particular, no settlement action or bankruptcy proceedings have been

instituted or suspension of payments has occurred. Should this be the case, however, then Supplier is entitled to demand that the Ordering Party informs Supplier of the assigned receivables and of the debtors, provides all information required for collection, hands over the related documents and informs the debtor (third party) of the assignment. The Ordering Party is also not entitled to assign the receivables for purposes of collection of the receivables in the course of Factoring, unless the obligation of the factor to affect the consideration in the amount of the receivables directly to Supplier as long as Supplier's outstanding accounts against the Ordering Party are in effect, is established at the same time. If the receivables of the Ordering Party from the resale of Supplier's retained goods are included in a current account, the Ordering Party shall assign already at this time to Supplier its claim on the payment from the respective or acknowledged balance, that is, in the amount to which it includes receivables from the resale of Supplier's retained goods. If Supplier is jointly entitled to the sold goods, the assignment applies only to the amount of Supplier's joint ownership portion. If goods to which Supplier has retained title or to which Supplier is jointly entitled are sold together with other goods for a total price, the aforementioned assignment shall apply only to the amount of the value of Supplier's retained goods (total invoice amount including VAT) or to the amount of the value of Supplier's joint entitlement, respectively. If the Ordering Party receives a check or a bill of exchange for the sale of Supplier's retained goods, then it assigns the check or bill of exchange already at this time to Supplier until all of Supplier's receivables are paid; Supplier herewith accepts the transfer. § 12 Para.1 applies correspondingly in all other cases. Supplier herewith accepts the aforementioned assignment.

6. Processing or modification of the retained goods by the Ordering Party is, in every case, performed on behalf of Supplier. If the retained goods are processed together with other objects not in Supplier's possession, Supplier shall obtain joint title to the new item in proportion of the value of the retained goods (final invoice amount including VAT) to the other processed items at the time of processing. For all other purposes, the same applies to the new item created by processing as applies to the retained goods. If the retained goods are inseparably blended with other objects not in Supplier's possession, Supplier shall obtain joint title to the new item in proportion of the value of the retained goods (final invoice amount including VAT) to the other blended items at the time of blending. The Ordering Party and Supplier agree that in case of processing or inseparable blending of the retained goods with other objects not in Supplier's possession, or in case of a modification of the retained goods, the Ordering Party shall transfer proportional joint title on the new item to Supplier to the extent described in § 12 Para. 6 Sentence 2 and 4; Supplier herewith accepts the transfer. If blending occurs in a manner such that Supplier's item is to be considered the main item, Supplier and the Ordering Party agree that the Ordering Party shall transfer proportional joint title on this item to Supplier; Supplier herewith accepts the transfer. The Ordering Party shall keep safe for Supplier, Supplier's sole or joint property that came into existence in this manner.
7. The Ordering Party shall also assign to Supplier the receivables for securing Supplier's receivables against Supplier that arise from linking the retained goods with real estate against a third party. Supplier herewith accepts this assignment.
8. Supplier agrees to release the sureties he is entitled to on request of the Ordering Party to the extent that the realizable value of Supplier's sureties exceeds the receivables to be secured by more than 10%; selection of the sureties to be released is at Supplier's discretion.
9. If in case of deliveries to foreign countries certain measures are required for the retention of title as stated in the previous paragraphs or for other rights of Supplier named there to be effective, the Ordering Party shall notify Supplier of such and carry out such measures at its own cost. If the law of the importing country does not allow a retention of title but grants seller to retain other rights to the delivery item, Supplier shall be entitled to exercise all such rights. If this does not provide equivalent security of Supplier's claims against the Ordering Party, the Ordering Party shall be obligated to procure at its own cost for Supplier other sureties for the delivered goods or other securities.

§ 13 Place of Fulfillment - Place of Jurisdiction - Applicable Law

1. Unless otherwise apparent from Supplier's order confirmation, the place of fulfillment is the principal place of business of Supplier.
2. If the Ordering Party is a trader, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship between Supplier and the Ordering Party is the principal place of business of Supplier. Supplier is also entitled to bring an action against the Ordering Party at the place of residence or principal place of business of the Ordering Party.
3. German substantive law shall govern all relationships between Supplier and the Ordering Party under exclusion of the United Nations Convention of Contracts for International Sale of Goods (CISG).