

General Terms and Conditions ("GTC") for the purchase of goods by and the provision of services or works for Renold GmbH, Renold Holding GmbH and Renold Automotive Systems GmbH (together "Renold")

1. Interpretation

Contract: the Order and the Seller's acceptance of the Order in accordance with these terms and conditions.

Goods: any goods agreed in the Contract to be bought by Renold from the Seller (including any part or parts of them).

Order: Renold's written instruction to buy the Goods and/or the Services, incorporating these conditions.

Seller: the person, firm or company who accepts Renold's Order.

Services: any services agreed in the Contract to be bought by Renold from the Seller.

1.1 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2 A reference to one gender includes a reference to the other gender.

1.3 Condition headings do not affect the interpretation of these conditions.

1.4 A reference to "writing" or "written" includes faxes and emails.

2 Application of terms

2.1 Subject to any variation under condition 2.4, these conditions are the only conditions upon which Renold is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 The Seller's quotation constitutes an offer by the Seller to supply the Goods and/or Services set out in the quotation to Renold on these conditions. The Contract will be formed when Renold accepts the quotation by issuing the Order to the Seller. For the avoidance of doubt, Renold is under no obligation to accept the quotation.

2.3 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

2.4 No officer, employee or agent of Renold has authority to contract on any conditions other than these conditions nor to amend vary or waive these conditions or to make any binding representation or warranty in respect of the Goods and/or Services otherwise than in writing with the express authority of Renold.

3 Quality and defects, Guarantee

3.1 Renold is entitled to the statutory warranty rights.

3.2 Without prejudice to statutory warranty rights, Renold is also entitled to all rights arising from any warranty granted by the Seller.

3.3 Notwithstanding the statutory warranty rights and other warranty statements of the seller, the Seller guarantees to Renold that the Goods shall be of the best available design, of the best quality, material and workmanship, be new and fit for any purpose held out by the Seller or made known to the Seller by Renold, be without fault and conform in all respects with the Order and specification and/or patterns supplied or advised by Renold to the Seller.

3.4 The Seller guarantees to Renold that:

3.4.1 the Seller will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;

3.4.2 the Services will conform with all descriptions and specifications provided to Renold by the Seller; and

3.4.3 the Services and the Goods (including any labelling on the Goods) will comply with and be provided in accordance with all applicable legislation from time to time in force, and the Seller will inform Renold as soon as it becomes aware of any changes in that legislation.

3.5 At any time prior to delivery of the Goods to Renold, Renold shall have the right to inspect and test the Goods at all times.

3.6 At any time prior to delivery of the Goods to Renold, Renold shall have the right to inspect the books and the factory of the seller.

3.7 If the results of such inspection or testing cause Renold to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by Renold to the Seller, Renold shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in

addition Renold shall have the right to require and witness further testing and inspection.

3.8 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.

3.9 If any of the Goods and/or Services fail to comply with the provisions set out in conditions 3.1 to 3.9, Renold shall be entitled to avail itself of any one or more remedies listed in conditions 4 or 12.

3.10 The Seller is bound to its advices given to Renold regardless of whether he has assumed or intends to assume liability for them.

4 Indemnity

The Seller shall keep Renold indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Renold as a result of or in connection with:

4.1.1 defective workmanship, quality or materials;

4.1.2 an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods and/or Services; and

4.1.3 any claim made against Renold in respect of any liability, loss, damage, injury, cost or expense sustained by Renold's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller.

4.1.4 Any other losses incurred by Renold as a result of a direct or indirect breach, negligent performance, failure or delay in performance of the terms of the Contract by the Seller.

4.2 The Seller undertakes to comply with the external contract, if it provides services on the premises of Renold. The Seller will set up a proper site security. If the Seller uses third-party companies, the Seller ensures that the third-party company also fulfils the requirements of the external company agreement and the site security. For any accidents that occur in connection with the provision of services on the premises of Renold, Renold is liable only for intent and gross negligence. The Seller indemnifies Renold from all other claims by third parties.

5 Delivery

5.1 The Goods shall be delivered, carriage paid, and/or the Services provided at Renold's place of business or to such other place of delivery as is agreed by Renold in writing prior to delivery of the Goods and/or provision of the Services (the "Delivery Location").

5.2 The date for delivery of the Goods and/or provision of the Services shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.

5.3 The Seller shall invoice Renold upon, but separately from, despatch of the Goods and/or provision of the Services to Renold.

5.4 The Seller shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

5.5 Time for delivery of the Goods and/or provision of the Services shall be of the essence.

5.6 Unless otherwise stipulated by Renold in the Order, deliveries shall only be accepted by Renold in normal business hours.

5.7 If the Goods are not delivered and/or the Services not provided on the due date then, without prejudice to any other rights which it may have, Renold reserves the right to:

5.7.1 cancel the Contract in whole or in part;

5.7.2 refuse to accept any subsequent delivery of the Goods and/or provision of the Services which the Seller attempts to make;

5.7.3 recover from the Seller any expenditure reasonably incurred by Renold in obtaining the Goods and/or Services in substitution from another supplier; and

5.7.4 claim damages for any additional costs, loss or expenses incurred by Renold which are in any way attributable to the Seller's failure to deliver the Goods and/or provide the Services on the due date.

5.8 If the Seller requires Renold to return any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to Renold and any such packaging material shall only be returned to the Seller at the cost of the Seller.

5.9 Where Renold agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle Renold at its option to treat the whole Contract as repudiated.

5.10 If the Goods are delivered to Renold in excess of the quantities ordered Renold shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.

5.11 Renold shall not be deemed to have accepted the Goods and/or Services until it has had thirty days to inspect them following delivery or provision thereof. Renold shall also have the right to reject the Goods and/or Services as though they had not been accepted for fourteen days after any latent defect in the Goods and/or Services has become apparent.

5.12 Delivery of the Goods shall be completed on the completion of the unloading of the Goods at the Delivery Location.

6 Risk/property/ownership/property transfer

6.1 The Goods shall remain at the risk of the Seller until delivery to Renold is complete, in accordance with condition 5.12 (including off-loading and stacking) when ownership of the Goods shall pass to Renold, unless otherwise specified below.

6.2 Reservation of ownership of the Seller shall only apply insofar as it relates to our obligation to pay for the respective goods, to which the Seller reserves ownership. The reservation of ownership expires at the latest with the purchase price payment for the delivered goods. In particular, extended or prolonged reservation of ownership is inadmissible. Sentences 1 and 2 apply to the purchase of a tool by Renold at the Seller, which is used to manufacture products for Renold by the Seller.

6.3 If goods are provided by Renold to the Seller for further processing, it is agreed that the processing will take place in the name and for the account of Renold as the manufacturer and the respective Seller of Renold directly acquires the property after each processing. Renold retains ownership of its goods, which are sent to the Seller for processing, even during the manufacturing process.

6.4 If the goods are combined by Renold with other items to a unitary item or are mixed inseparably and if one of the other items is considered to be the main item, the Seller transfers, as long as the main item belongs to it, the ownership of the unitary item to Renold.

6.5 The Seller is obliged to treat the goods received from Renold for processing with care and to insure them at its own expense against fire, water and theft, in the amount of the new value of the goods. If the goods are seized by third parties, the Seller is obliged to point out the property of Renold and to inform Renold of the seizure immediately in writing. Sentences 1 and 2 will be applicable to the purchase of a tool by Renold from the Seller, which the seller uses to manufacture products for Renold, if and insofar as the ownership of the tool has been transferred to Renold. In case of a used tool, this is to be insured by the Seller in the amount of the respective current market value.

6.6 The Seller must immediately inform Renold in writing if an application for the opening of insolvency proceedings is filed against the assets of the Seller.

7 Price

7.1 The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by Renold shall be exclusive of value added tax (or its equivalent) but inclusive of all other charges.

7.2 No variation in the price nor extra charges shall be accepted by Renold.

8 Payment

8.1 Subject to receipt of an appropriate invoice addressed as per the Order (and in default of a delivery address to Renold GmbH Juliusmühle, 37574 Einbeck) and the Goods and/or Services complying with the Order, Renold shall pay the price of the Goods and/or Services within sixty days of delivery of the Goods and/or provision of the Services to Renold, but time for payment shall not be of the essence of the Contract. Invoices not complying with these terms will be rejected.

8.2 Without prejudice to any other right or remedy, Renold reserves the right to set off any amount owing at any time from the Seller to Renold against any amount payable by Renold to the Seller under the Contract, whether such amounts are present or future, liquidated or unliquidated.

8.3 The Seller is not entitled to suspend deliveries of the Goods and/or provision of the Services as a result of any sums being outstanding.

8.4 The order number and / or cost centre number and (if stated on the order) CAPEX number must be mentioned on the invoice. Without mentioning this information, Renold cannot make a payment and invoices will not be accepted. Renold cannot allocate the invoice without the information. All invoices must be addressed to Juliusmühle, 37574 Einbeck

9 Confidentiality

9.1 The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by Renold or its agents and any other confidential information concerning Renold's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to Renold and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

9.2 Upon first request or after the termination of the contract, Renold has the right to reclaim the confidential information or obligate the Seller to delete the confidential information provided by Renold. The Seller must confirm the deletion and/or the complete return of the confidential information to Renold in writing.

9.3 If the Seller violates this confidentiality obligation, it shall pay Renold a reasonable and punitive penalty to be determined by Renold in its reasonable discretion and to review in case of dispute. Further claims by Renold remain unaffected.

10 Renold's property

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Renold to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods or provision of the Services shall at all times be and remain the exclusive property of Renold but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to Renold and shall not be disposed of other than in accordance with Renold's written instructions, nor shall such items be used otherwise than as authorised by Renold in writing.

11 Termination

11.1 Renold shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and Renold shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

11.2 Renold shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:

11.2.1 the Seller commits a material breach of any of the terms and conditions of the Contract; or

11.2.2 any distress, execution or other process is levied upon any of the assets of the Seller; or

11.2.3 the Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or

11.2.4 any event occurring, or proceeding being taken, with respect to the Seller in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 11.2.2 or 11.2.3; or

11.2.5 the Seller ceases or threatens to cease to carry on its business; or

11.2.6 the financial position of the Seller deteriorates to such an extent that in the opinion of Renold the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

11.2.7 The Seller repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.

The contract may be terminated by the Seller at any time for cause, such as, without limitation, breach of contract or persistent default payment, provided that the Seller has granted Renold a 60 day period within which to remedy the contractual position (the "Grace Period") and Renold has been unable to remedy the contractual position with such Grace Period. 11.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Renold accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

12 Remedies

Without prejudice to any other right or remedy which Renold may have, if any Goods and/or Services are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract or the given guarantee in 3.3 and 3.4 Renold shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by Renold:

12.1 to rescind the Order;

12.2 to reject the Goods and/or Services (in whole or in part) and, in the case of the Goods, return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned and/or Services so rejected shall be paid forthwith by the Seller;

12.3 at Renold's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

12.4 to refuse to accept any further deliveries of the Goods and/or provision of Services but without any liability to the Seller;

12.5 to carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract; and

12.6 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

13 Assignment

13.1 The Seller shall not be entitled to assign, transfer, mortgage or subcontract the Contract or any part of it without the prior written consent of Renold.

13.2 Renold may assign, transfer, mortgage or subcontract the Contract or any part of it to any person, firm or company.

14 Force majeure

14.1 Renold reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Renold including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15 Anti-corruption

15.1 The Seller will, and will procure that its officers, employees, agents and any other persons who perform services for the Seller or on the Seller's behalf in connection with the Contract will:

15.1.1 not commit any act or omission which causes or could cause Renold or the Seller to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;

15.1.2 comply with Renold's anti-corruption policy as updated from time to time;

15.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this Condition, and permit Renold to inspect those records as reasonably required.

15.1.4 Promptly notify Renold of:

15.1.4.1 any request or demand for any financial or other advantage received by the Seller; and

15.1.4.2 any financial or other advantage the Seller give or intend to give whether directly or indirectly in connection with the Contract; and

15.1.5 promptly notify Renold of any breach of this Condition.

15.2 Renold may terminate the Contract immediately by giving written notice to that effect to the Seller if the Seller is in breach of Condition 15.1.

15.3 The Seller shall indemnify Renold against all losses, liabilities, costs, damages and expenses that Renold does or will incur or suffer, all claims or proceedings made, brought or threatened against Renold by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses Renold does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach of any of the Seller's obligations under Condition 15.1 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations), including the costs of procuring the Goods and/or Services from a person other than the Seller (including the costs of interim service provision, the costs of any re-tender and the amount by which any new service provider's prices exceed the prices and charges payable to the Seller under the Contract). The Seller will have no liability to Renold under this Condition for any loss, liability, cost, damage, expense, claim or proceeding to the extent that it would not have been incurred or suffered but for Renold's criminal liability.

15.4 The Seller shall indemnify Renold against all losses, liabilities, costs, damages and expenses that Renold does or will incur or suffer, all claims or proceedings made, brought or threatened against Renold by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses Renold does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any proceedings being brought against Renold as a result of the Seller's conduct or the conduct of any of the Seller's officers, employees, agents or any other persons who perform services for or on the Seller's behalf in connection with the Contract, where such proceedings do not result in a conviction against Renold, including the costs of procuring the Goods and/or Services from a person other than the Seller (including the costs of interim service provision, the costs of any re-tender and the amount by which any new service provider's prices exceed the prices and charges payable to the Seller under the Contract).

15.5 The Seller generally and throughout the term of the agreement, guarantees compliance with all applicable laws, regulations and rules, including (but not limited to), any minimum wage, human, anti-corruption laws and regulations, laws and regulations designed to prevent child labour, human trafficking and bribery. The Seller shall not commit any prohibited acts, directly or indirectly, in connection with the contractual services from the contract, as well as other services rendered to Renold. Prohibited actions include a promise, offer or benefit to improperly influence actions.

15.6 Renold and its committees and agents have the right to inspect the books and records of the Seller, to audit them and to make copies thereof, as long as they concern the execution of the contract. The inspection is done to a reasonable extent, at the usual location and during normal business hours. The Seller will cooperate fully and promptly during any inspection or audit by or on behalf of Renold, including complete and accurate answers to the questions and provision of requested documents.

15.7 In the event of a breach of the obligation by the Seller under 15.5, Renold is entitled to terminate this contract in writing, without notice and without further obligations or liability to the Seller. The Seller shall indemnify and hold Renold harmless from all damages, losses, withholding of payments, receivables and claims by third parties resulting from or in connection with the violation of 15.5

16 Data protection

The Seller will treat personal data which became or becomes known in connection with the execution of the contract, in accordance with all applicable data protection regulations.

17 Import and export regulations, customs and country-specific permits

17.1 The Seller must acquire all official or other authorizations or licenses required or appropriate for the export or other contractual obligations of the Seller in good time before the delivery and maintain such licenses and authorizations and provide evidence of them if requested by Renold to do so.

17.2 The Seller must inform Renold of any authorization requirements for the (re-)export of its goods in accordance with German, European and US export and customs regulations - as well as the export and customs regulations of the country of origin of its goods - in its business documents, including but not limited to the ECCN according to US Export Administration

Regulations, and the trade-related origin of its goods and their components, including technology and software.

17.3 Upon Renold's request, the Seller must disclose all foreign trade data on its goods and their components in writing, in the form of a Seller's declaration, movement certificate, invoices or a certificate of origin and immediately inform Renold in writing of all changes to the data.

17.4 The Seller must safeguard any country-specific permits that may be required for international operations at its own costs and indicate any restrictions.

17.5 All items delivered to Renold must meet the international principles of marks of origin. Unless otherwise instructed by Renold, the item or direct packaging must be marked with the words "made in + country of origin".

17.6 The Seller must issue all documents required for correct consignment and import and must send prior notification of any import to email info@renold.de or by fax to 0049(0) 5562 81 221 so that Renold can ensure smooth import and customs clearance processing.

17.7 If the Goods being supplied against an Order contain Tantalum, Tungsten, Tin or Gold then the Seller shall ensure that any items or materials forming part of the Goods have been purchased from legitimate and responsible sources which are in compliance with United Nations resolutions and which are not in any way involved in funding conflict. If requested by Renold, the Seller shall provide to Renold all relevant information showing the source of such items and materials and shall cooperate with Renold in relation to any due diligence or other enquiries raised by Renold .

18 Intellectual Property

18.1 The Seller will not use the Goods or any specifications, designs or drawings or any other information supplied by Renold for the purpose of designing or manufacturing any goods without Renold's prior written consent. All patents, rights in inventions, copyright, rights in software, database rights, design rights, registered designs, unregistered designs, trade marks, service marks, domain names, know-how, utility models, confidential information and, where relevant, any and all applications for any such rights, and all and any other industrial or intellectual property rights in or in connection with or arising out of the Goods or the Services based on the design or drawings supplied by Renold , subsisting anywhere in the world, shall belong to and shall remain the property of Renold.

18.2 The Seller may only refer to or use Renold name /logo in the business dealings, in particular for advertising purposes, with the prior written consent of Renold. Renold may use and refer to the Supplier and any Supplier logo to identify the supplier as a supplier to Renold to use its brands, logos and license plates for promotional advertising ,marketing and commercial purposes ,including on any Renold website.

19 General

19.1 Each right or remedy of Renold under the Contract is without prejudice to any other right or remedy of Renold whether under the Contract or not.

19.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. Failure or delay by Renold in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

19.3 Any waiver by Renold of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

19.4 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it. Notwithstanding the forgoing, Renold shall be entitled to transfer any of its right or obligations under this contract to any of its affiliates without giving prior notice.

19.5 Nothing in the Contract and no action taken by the parties in connection with it will create a partnership or joint venture between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

19.6 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and Seller has not entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by Renold or any other person) which is not expressly set out in the Contract. The only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract. Nothing in this condition will be interpreted or construed as limiting or excluding the liability of any party for fraud or fraudulent misrepresentation.

19.7 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Germany with exclusions of the international private law and the UN-purchase right (UN-CISG), and the parties submit to the exclusive jurisdiction of Einbeck, Germany.