



Sales, delivery and payment conditions (sales conditions)

**of Meteor Gummiwerke K. H. Bädje GmbH & Co. KG and
Meteor Weigelt GmbH & Co. KG
(hereafter: "Meteor")**

§ 1 General – Area of applicability

(1) The following Meteor sales conditions apply only to business relationships with companies, legal entities under public law or special companies under public law.

(2) The sales conditions apply exclusively for all contracts concluded between the purchaser and Meteor Gummiwerke K. H. Bädje GmbH & Co. KG or Meteor Weigelt GmbH & Co. KG on the provision of services and the delivery of goods. Contrary conditions of the purchaser or those varying from the Meteor sales conditions are not acknowledged by Meteor, unless Meteor has expressly agreed to their validity in writing. The Meteor sales conditions continue to apply if Meteor makes delivery to the purchaser without reservation and in the knowledge of contrary conditions of the purchaser or those varying from the Meteor sales conditions.

(3) Legal declarations and notifications to be made by the purchaser to Meteor following contract conclusion (e.g. setting of periods, fault notifications, declaration of withdrawal or price reduction) require the written form in order to be valid.

(4) These conditions continue to apply, in the event of ongoing business relationships, also to future transactions, and in which no express reference is made to them, provided that they were made available to the purchaser with regard to an earlier order confirmed by Meteor, or the purchaser had the possibility of taking note of them in some other way.

(5) If any individual conditions are or become invalid, this shall not affect the validity of the remaining conditions.

§ 2 Quotation and contract conclusion – Quotation documents

(1) An order of the purchaser, which can be considered as an offer for conclusion of a purchase contract in accordance with § 145 BGB (German Civil Code), can be accepted by Meteor within two weeks by the return of an order confirmation. Orders only become binding by reason of the order confirmation by Meteor. All our quotations are non-binding, unless specified otherwise in the order confirmation.

(2) Our information on the subject of the delivery or service (e.g. weights, dimensions, utility values, capacity, tolerances and technical data) and our illustrations of the same (e.g. drawings and pictures) are only approximations, unless their suitability for the contractually intended purpose presupposes an exact correspondence. These do not constitute guaranteed characteristic features, but are only descriptions or designations of the delivery or service. Variations usual in the trade and variations as a result of legal regulations or technical improvements, and the replacement of components with equivalent parts are permissible, provided that this does not impair the suitability for the contractually intended purpose.

(3) Meteor reserves the ownership, copyright and other proprietary rights to all quotations and cost estimates given, and to all drawings, illustrations, calculations, brochures, catalogues, models, tools, aids and other documents provided to the purchaser, and to all data and other information provided (hereafter: the "objects"), even if these are produced for Meteor by third parties. This also applies to such written documentation which is designated as "confidential". The purchaser may not make their contents available to third parties, disclose them, use them or allow them to be used by third parties or copy them, without the express agreement of Meteor. The purchaser must return these objects, together with any copies made, in full at the request of Meteor when they are no longer required by him in the normal course of business, or if negotiations do not lead to the conclusion of a contract. This obligation applies accordingly for Meteor with regard to drawings and samples provided by the purchaser, in the event that no contract comes into effect.

§ 3 Prices

(1) Unless specified otherwise in the order confirmation, the prices for the specified extent of services and deliveries apply "ex-works". Additional or special services will be charged separately. The prices are given in EUR including packaging, but excluding freight, customs duties and other public charges.

(2) The prices do not include sales tax; this will be shown separately on the invoice at the rate prevailing on the day of invoicing in accordance with the UStG (*sales tax regulations*).

(3) If it has been agreed that the price will depend on the part weight, the definitive price will be determined by the weight of the approved sample.

(4) Meteor reserves the right to amend the prices appropriately if cost reductions or cost increases incur following conclusion of the relevant contract, in particular due to collective wage agreements, raw materials and energy costs. These will be confirmed to the purchaser on request by Meteor.

§ 4 Payment terms

(1) All payments must be made exclusively to Meteor in EUR.

(2) Unless agreed otherwise, the net purchase price is payable as follows:

a) for moulds: 1/3 on placement of the order, 1/3 on presentation of the first sample and 1/3 following approval of the contract sample – and at the latest four weeks after presentation of the sample. On confirmation of change orders of the purchaser before mould production, all costs incurred up to such time in excess of the advance payment must be reimbursed.

b) for part-deliveries or other services, payable without deduction within 30 calendar days.

(3) The payment period begins with the provisions of the agreed service. The correct observation of the payment period is determined by the crediting of the payment to the account of Meteor. Cheques only qualify as payment on redemption.

(4) If the agreed payment period is exceeded, the corresponding legal regulations apply with regard to the consequences of late payment. Meteor reserves the right to substantiate higher damages. The purchaser may attempt to substantiate lower damages.

(5) Meteor reserves the right to refuse cheques and foreign exchange. Cheques and rediscountable foreign exchange are accepted only for purposes of fulfilment, all associated costs must be borne by the purchaser.

(6) Rights of reconciliation only accrue to the purchaser if his counter-claims are established in law, undisputed or acknowledged by Meteor in writing. The purchaser is also only entitled to exercise a right of retention in so far as his counter-claim is based on one and the same contractual relationship.

(7) In the event of persistent failure to observe payment terms, or circumstances which raise serious doubt over the solvency of the purchaser, all claims by Meteor become due for payment immediately. In this case, Meteor is also entitled to make further outstanding deliveries or services under the contractual relationship only subject to payment in advance or lodgement of security, and in the event of unsuccessful expiry of an appropriate further payment period, to withdraw from the contract. Further claims remain unaffected.

§ 5 Delivery and acceptance obligations, delivery and acceptance delay

(1) Deliveries are made ex-works.

(2) Periods and dates for deliveries and services proposed by Meteor are always approximations, unless a fixed period or fixed date has been expressly confirmed or agreed. If dispatch has been agreed, delivery periods and delivery dates refer to the time of handover to the carrier, haulier or other third party engaged for the transport.

(3) Delivery periods begin following clarification of all technical questions and receipt of all the documentation necessary for the performance of the order, the agreed advance payments and timely provision of materials, if such has been agreed. Following notification of readiness for dispatch, the delivery period is considered to have been observed in dispatch is then delayed or is impossible for reasons beyond the control of Meteor.

(4) Appropriate part-deliveries and reasonable variations from the order quantities of up to $\pm 10\%$ are usual in the trade, and are reserved by Meteor.

(5) Meteor is obliged to supply follow-on orders within appropriate delivery periods, as long as Meteor retains the right of ownership to the moulds, tools and equipment of the purchaser or the custodial obligation with regard to the purchaser's own moulds, tools and equipment. This obligation does not include any commitment to earlier price agreements. The same applies for ongoing orders if cost factors (e.g. raw materials prices, exchange rates, etc.) change significantly.

(6) In the case of call-off orders without the agreement of duration, production batch sizes and call-off dates, Meteor may require a binding commitment in this respect 3 months at the latest following order confirmation. If the purchaser fails to comply with this requirement within 3 weeks, Meteor is entitled to set a subsequent period of 2 weeks, and at the end of this period to withdraw from the contract or refuse delivery and require compensation for damages.

(7) If the purchaser fails to comply with his call-off obligations, Meteor, without detriment to further rights, is no longer bound by any regulation regarding re-sale and may freely dispose of the goods after prior notification of the purchaser.

(8) Meteor is not liable for the impossibility of delivery or for delivery delays which are caused by force majeure or other events unforeseeable at the time of contract conclusion and beyond the control of Meteor (e.g. business interruptions of any sort, difficulties in material, raw material or energy procurement, transport delays, strikes, legal lock-outs, shortage of labour, energy or raw materials, difficulties in obtaining necessary official approvals, official measures, incorrect or late delivery by subsidiary suppliers). Meteor will notify the purchaser of such circumstances immediately. If such events make the delivery or service significantly more difficult or impossible for Meteor, and the hindrance is not only temporary in nature, Meteor is entitled to withdraw from the remaining part of the

contract. In case of hindrances of only a temporary nature, the delivery or service periods are extended or postponed by the duration of the hindrance, plus an appropriate adjustment period. If the acceptance of the delivery or service is no longer reasonable for the purchaser as a result of the delay, the purchaser may withdraw from the remaining part of the contract by making an immediate written declaration to Meteor.

(9) Meteor is further liable in accordance with legal stipulations, if the delivery delay is due to a deliberate or grossly negligent breach of contract on the part of Meteor, whereby the compensation liability of Meteor is restricted to the typical foreseeable damages of such contracts.

(10) If an agreed delivery period is not observed due to the fault of Meteor, and provided that Meteor has not acted with deliberate or gross negligence, the purchaser, to the exclusion of further claims and after expiry of an appropriate subsequent period for fulfilment, is entitled to require fixed compensation for the delay or to withdraw from the contract. The fixed compensation is 0.5% of the net price (delivery value) for each full calendar week of the delay, up to a maximum of 5% of that part of the delivery not made in accordance with the contract. Withdrawal is excluded if the purchaser himself is in delay with acceptance. The purchaser may attempt to substantiate higher damages. Meteor reserves the right to substantiate that the purchaser has sustained no damages, or only significantly lower damages than the above fixed compensation.

§ 6 Provision of materials

(1) If materials are provided by the purchaser, they must be provided at his cost and risk, with an appropriate excess quantity of at least 5%, at the specified time and in accordance with the agreed specification.

(2) In case of failure to comply with these requirements, the delivery time is extended accordingly. Except in cases of force majeure, the purchaser also bears the resulting additional costs for the production stoppages caused by the above reasons.

§ 7 Dispatch, packaging, transfer of risk and acceptance

(1) Unless otherwise agreed, Meteor may choose the packaging, mode of transport and transport route at its own discretion.

(2) The risk is transferred to the purchaser at the latest on handover of the goods (which is determined by the start of the loading procedure) to the carrier, haulier or other third party engaged for the transport. This also applies in the case of part-deliveries, or if Meteor has assumed other services (e.g. dispatch). If dispatch or handover is delayed as a result of circumstances whose cause lies with the purchaser, and is the responsibility of the purchaser, the risk is transferred to the purchaser from the date on which Meteor is ready to dispatch the goods and has notified this readiness for dispatch to the purchaser. The risk is also transferred to the purchaser in the event of carriage-paid delivery on leaving the delivery works or the relevant dispatch point of Meteor.

(3) Storage costs following the transfer of risk must be borne by the purchaser. In case of storage by Meteor, the storage costs are 0.25% of the invoice total of the delivery items to be stored, per complete week. Both parties reserve the right to claim and substantiate higher or lower storage costs.

(4) At the express request and cost of the purchaser, the delivery will be insured by Meteor against theft, breakage, transport, fire and water damage or other insurable risks.

(6) If formal acceptance has to be made, the goods are considered to be accepted if and when

- the delivery is completed,
- Meteor informs the purchaser to this effect, making reference to the acceptance requirement, and has requested the purchaser to accept the goods,
- 14 calendar days have passed since the delivery, or the purchaser has begun to use the goods (e.g. has brought the equipment supplied into operation) and in this case, 7 calendar days have passed since delivery, and
- the purchaser has failed to carry out acceptance within this period for a reason other than a fault notified to Meteor which significantly impairs the use of the goods or makes it impossible.

§ 8 Moulds, tools, equipment

(1) The price for moulds also includes the cost of first sampling, although not the costs for test and processing equipment or changes required by the purchaser. Costs for further samples which are the responsibility of Meteor will be borne by Meteor.

(2) If Meteor is the owner of the moulds, tools and equipment, these will only be used for orders of the purchaser, as long as the purchaser complies with his payment and acceptance obligations. The obligation of Meteor to keep and store the moulds, tools and equipment lapses 2 years after the last parts delivery (EOP, end of production) and after prior notification of the purchaser.

(3) If the purchaser is the owner of the moulds, tools and equipment, Meteor has the right to retain the moulds, tools and equipment until the purchaser has fulfilled all conditions of the agreement. The handover of the moulds, tools and equipment to the purchaser is replaced by the custodial obligation of Meteor. Irrespective of the legal surrender claim of the purchaser and the service life of the moulds, tools and equipment, Meteor is entitled to exclusive possession of the moulds, tools and equipment until call-off of a minimum quantity to be agreed and/or until expiry of a specific period. Meteor must designate the moulds, tools and equipment as the property of the purchaser, and at the request of the purchaser insure them at the latter's cost. In the event of the return of the moulds, tools and equipment, Meteor is entitled to appropriate recompense because of the associated know-how transfer.

(4) In the case of the purchaser's own moulds, tools and equipment in accordance with Paragraph 3 and/or moulds, tools and equipment provided by the purchaser on loan, the liability of Meteor with regard to the custody and care is restricted to the same duty of care which would apply in its own affairs. The costs of maintenance and insurance will be borne by the purchaser. The obligations of Meteor lapse if on completion of the order and following a corresponding request, the purchaser fails to collect the moulds, tools and equipment. In this case, Meteor is entitled to return the moulds, tools and equipment to the purchaser at the latter's cost. As long as the purchaser fails to comply fully with his contractual obligations, Meteor has in all cases the right of retention to the moulds, tools and equipment.

§ 9 Fault liability/product liability for material faults

(1) The purchaser bears the sole responsibility for the design and the functional capability of the parts, even if he was advised in their development – unless Meteor gives a corresponding written assurance.

(2) Fault claims by the purchaser presuppose that the purchaser has fully complied with his examination and complaint obligations under § 377 HGB (German Commercial Code). If a fault is found during such an examination or later, the purchaser is obliged to notify Meteor to this effect immediately and in writing.

(3) In the event of a fault in the goods delivered – whereby the sample approved in writing by the purchaser determines the quality and production to be expected –, Meteor is entitled, at its own

discretion, to provide subsequent fulfilment in the form of fault rectification or the delivery of new, fault-free goods. In the event of fault rectification or replacement delivery, Meteor is obliged to bear the costs of the replacement item, including dispatch and appropriate costs for removal and installation. If the purchaser claims costs against Meteor in this connection, which were incurred due to the use of his own personnel or equipment, such costs must be confirmed and charged on a cost-price basis.

(4) The purchaser must return the goods under complaint to Meteor for testing purposes. In the event of replacement delivery, the purchaser must return the faulty goods to Meteor in accordance with legal regulations. Return delivery must in all cases take place by the most cost-effective method.

(5) If a fault is found to exist, the costs of testing and subsequent fulfilment, in particular transport, work or material costs, will be borne by Meteor. However, if a fault rectification claim by the purchaser is found to be unjustified, Meteor can require reimbursement of the costs incurred from the purchaser.

(6) In the event of failure, i.e. the impossibility, unreasonableness, refusal or inappropriate delay in subsequent rectification or replacement delivery, the purchaser, at his discretion, may withdraw from the contract or require appropriate reduction of the purchase price.

(7) In the event of faults in components of other manufacturers which cannot be rectified by Meteor for licensing or factual reasons, Meteor will at its own discretion either lodge fault claims against such manufacturers or suppliers for the account of the purchaser, or relinquish such claims in favour of the purchaser. Guarantee claims against Meteor with regard to such faults under the other requirements of these general contract conditions only exist if the legal prosecution of the above claims against the manufacturer or supplier were unsuccessful, or have no prospect of success, for example because of insolvency. The limitation of the corresponding fault claims of the purchaser against Meteor is suspended for the duration of the legal dispute.

(8) Regress claims under §§ 478, 479 BGB only exist if the complaint by the consumer was justified, and only to the legal extent, although not for goodwill stipulations not agreed with Meteor, and presuppose the observation of the complainant's own obligations, and in particular the observation of the complaint obligations.

(9) The fault liability lapses if the purchaser modifies the goods, or has them modified by a third party, without the written agreement of Meteor, and this action renders the fault rectification impossible or unreasonably difficult. In all cases, the purchaser is responsible for the additional costs of the fault rectification caused by the modification.

(10) The fault liability lapses in the event of damage due to

- unsuitable or improper use,
- faulty assembly or operation by the purchaser or third party, unless this is due to faulty assembly instructions,
- natural wear and tear,
- faulty or negligent handling,
- use of unsuitable equipment or substitute materials,
- chemical or electrical effects, provided that these are not due to the fault of Meteor or
- delivery of used items is agreed in individual cases with the purchaser, which are supplied under exclusion of any guarantee.

(11) Meteor is liable in accordance with legal regulations if the purchaser makes claims for compensation for damages based on the deliberate or gross negligence of Meteor, its representatives or agents. If Meteor is not charged with any deliberate breach of contract, the liability for compensation is restricted to the typical, foreseeable damages in such cases.

(12) Meteor is liable in accordance with legal regulations if Meteor culpably breaches a cardinal contractual obligation; in this case too, the liability for compensation is restricted to the typical,

foreseeable damages in such cases. A cardinal contractual obligation is deemed to exist if the breach of the obligation refers to an obligation on whose fulfilment the purchaser relied, and was entitled to do so.

(13) Liability on the grounds of culpable injury to life, limb or health remains unaffected; this also applies for mandatory liability under product liability laws. The same also applies to claims on the grounds of faults maliciously concealed by Meteor or an assumed guarantee of the properties and characteristics of the goods supplied.

(14) Unless specified otherwise above, liability is excluded.

§ 10 General liability restrictions / overall liability

(1) Further liability for compensation for damages other than specified in § 9 is excluded, irrespective of the legal nature of the claim made. This applies in particular for claims for compensation for damages resulting from culpability on contract conclusion, other infringement of obligations or spurious claims for compensation for material damages in accordance with § 823 BGB.

(2) The restriction in accordance with 1 also applies if the purchaser requires the reimbursement of unnecessary costs in place of the claim for compensation for damages.

(3) If the compensation liability against Meteor is excluded or restricted, this also applies with regard to the personal compensation liability of the employees, personnel, representatives and agents of Meteor.

§ 11 Limitation

(1) The limitation period for claims resulting from material and legal faults is 12 months, starting from the date of the transfer of risk. If formal acceptance is agreed, the limitation period begins on acceptance.

(2) The above limitation periods also apply for contractual and non-contractual claims for compensation for damages of the purchaser based on a fault in the goods, unless the application of the legal limitation period would in individual cases lead to shorter limitation. The limitation periods of product liability laws remain unaffected in all cases. Otherwise the legal regulations for claims for compensation for damages of the purchaser in accordance with § 10 apply exclusively.

(3) The limitation period in the event of delivery regress in accordance with §§ 478, 479 BGB remains unaffected.

§12 Reservation of ownership, securitisation of claims

(1) Meteor reserves ownership of all goods delivered so far and all goods to be delivered in the future until full satisfaction of all its claims arising from the business relationship with the purchaser and until settlement of any balance due from the purchaser from current business, irrespective of prior acknowledgement. If Meteor agrees payment of the purchase price with the purchaser on the basis of the cheque or bill of exchange procedure, the reservation also extends to the redemption of the bill of exchange accepted by Meteor by the purchaser, and does not lapse on the crediting of the cheque received by Meteor. In the event of non-contractual conduct on the part of the purchaser, and in particular late payment, Meteor is entitled to take back the goods delivered.

(2) The purchaser is obliged to handle the goods delivered with all due care; in particular, he is obliged to insure the goods, at his own cost and at their new value, against theft, fire and water damage. If maintenance or inspection work is necessary, this must be carried out in good time by the purchaser at his own cost.

(3) The processing or reworking of the goods delivered by the purchaser is always carried out on behalf of Meteor to the exclusion of acquisition of ownership in accordance with § 950 BGB. If the goods delivered are processed in combination with other goods not belonging to Meteor, Meteor acquires joint ownership of the new goods in proportion to the value of the goods delivered (final invoice amount) in relation to the other goods processed at the time of processing. Otherwise the same applies for goods resulting from processing as for the reservation relating to the goods delivered.

(4) If the goods delivered are irretrievably mixed with other goods not belonging to Meteor by the purchaser, Meteor acquires joint ownership (under §§ 947, 948 BGB) of the new goods in proportion to the value of the goods delivered (final invoice amount) in relation to the other mixed goods at the time of mixing. If mixing is carried out in such a way that the goods of the purchaser can be regarded as the main goods, it is agreed that the purchaser transfers proportional joint ownership to Meteor. The purchaser holds the resulting sole or joint ownership on behalf of Meteor.

(5) The purchaser also relinquishes in favour of Meteor the claims to the securitisation of the claims of Meteor against the purchaser, which accrue due to the combination of the goods delivered with the property against a third party.

(6) The purchaser is only allowed to resell the reserved goods in the normal course of business, and subject to the proviso that he also agrees reservation of ownership with his customer in accordance with Paragraphs 1-4. The purchaser is not entitled to dispose of the reserved goods in any other way, including in particular assignment or transfer as security.

(7) In the event of resale, the purchaser hereby relinquishes in favour of Meteor all claims against his customers accruing to him as a result of such resale, together with all subsidiary rights, until full settlement of all the claims due to Meteor. Such claims relinquished in advance to Meteor by the purchaser also relate to the accepted balance, and in the event of the insolvency of the customer to the then existing "causal" balance. Even after such relinquishment, the purchaser remains authorised to collect such claims. The authorisation of Meteor to collect such claims itself remains unaffected. Meteor undertakes however not to collect the claim as long as the purchaser complies with his payment obligations from the income received, does not fall into arrears with payment and in particular that no application is made for the institution of bankruptcy or insolvency proceedings, and that no other inability to make payment occurs. In case of the occurrence of any of the above, or on any other justified grounds, the purchaser is obliged, at the request of Meteor, to provide Meteor immediately with all information and documentation necessary to exercise and protect the rights of Meteor against the customer of the purchaser. The purchaser is further obliged, at the request of Meteor, to notify the debtors (third parties) of the above relinquishment.

(8) If the reserved goods are sold by the purchaser after processing or together with other goods not belonging to Meteor as specified in Paragraph 3 and/or 4, the relinquishment of the purchase price claim in accordance with Paragraph 7 applies only in the amount of the invoice value of the reserved goods of Meteor (final invoice amount).

(9) If the value of the securities lodged in favour of Meteor exceeds its overall outstanding claims by more than 10%, Meteor is obliged, at the request of the purchaser, to release the corresponding securities, which will be chosen at the discretion of Meteor.

(10) Distraint or seizure of the reserved goods or any other intervention by third parties must be notified to Meteor immediately and in writing, so that Meteor can take legal action in accordance with §

771 ZPO (German Civil Procedure). Any resulting legal and out-of-court intervention costs must be borne in all cases by the purchaser, unless third parties are in a position to reimburse these costs.

(11) If Meteor makes use of its reservation of ownership in accordance with the above stipulations by taking back reserved goods, Meteor is entitled to sell the goods elsewhere or to have them auctioned. The exercise of reservation of ownership, and in particular the requirement to surrender the goods, constitute withdrawal from the contract. The reserved goods will be taken back at the proceeds of sale and at the maximum at the agreed delivery prices. The sale proceeds will be credited against the purchaser's liabilities, with deduction of reasonable sales costs. Meteor reserves the right to make further claims for compensation for damages, in particular on the grounds of loss of profit.

§ 13 Commercial proprietary rights and legal faults

(1) For all deliveries by Meteor based on drawings, models, samples or parts supplied by the purchaser, the purchaser must ensure that the commercial rights of third parties in the country for which the goods are being manufactured are not infringed. Meteor will advise the purchaser of any rights known to it. The purchaser must indemnify Meteor against any third-party claims and pay compensation for any resulting damage. If an injunction is issued against Meteor prohibiting the supply or production of the goods to protect the commercial rights of the third party, Meteor is entitled to stop all work – without any examination of the legal position – until the legal position has been clarified by the purchaser or the third party. If the continuation of the contract becomes unreasonable for Meteor due to the delay, Meteor is entitled to withdraw from the contract and claim compensation for damages.

(2) Any drawings or samples that had been made available to Meteor, but did not result in a contract, will be returned on request; otherwise Meteor is entitled to destroy such materials three months after the issue of the quotation. The same obligation applies accordingly to the purchaser. The party entitled to disposal by destruction must inform the other party of the intention in good time prior to doing so.

(3) Meteor retains all copyrights and any commercial proprietary rights, in particular the rights of utilisation and exploitation of models, moulds, equipment, designs and drawings made by it or for it under contract by a third party.

(4) For all other defects of title, § 9 applies accordingly.

§ 14 General concluding conditions, place of fulfilment and jurisdiction

(1) If either party to the contract discontinues payments, if insolvency proceedings are instituted against his assets or if out-of-court settlement proceedings are applied for, the other party to the contract is entitled to withdraw from the remaining part of the contract.

(2) If any individual stipulation of these conditions and the further agreements made is or becomes invalid, this shall not affect the validity of the remainder of the contract. In such case, the parties to the contract are obliged to replace the invalid stipulation with an equivalent stipulation most closely approximating the originally intended commercial success.

(3) Unless specified otherwise in the order confirmation, place of fulfilment is the offices of Meteor.

(4) At the discretion of Meteor, place of jurisdiction is the court responsible for the offices of Meteor or the purchaser. Place of jurisdiction for registration, foreign exchange or cheque proceeding is the offices of Meteor.

(5) This contract is subject exclusively to the law of the Federal Republic of Germany, and to the exclusion of the application of the UN Convention on the International Sale of Goods (CISG) of 11th April 1980 (BGBl 1989 P. 586) for the Federal Republic of Germany (BGBl 1990 P. 1477).

Notes:

(1) The purchaser is aware that Meteor may save data relating to the contractual relationship in accordance with § 28 Bundesdatenschutzgesetz (German data protection regulations) or succeeding regulations for the purposes of data processing, and also reserves the right to disclose the data to third parties (e.g. group companies, insurance companies etc.) where so required for the purposes of contract fulfilment.

(2) These conditions dated 1st September 2009 replace all previously applicable sales, delivery and payment conditions.