

Standard Terms and Conditions of Sale - TITAL GmbH



1. Scope

The following terms and conditions (the "Terms and Conditions") shall be the sole terms and conditions governing the sale of Goods by TITAL GmbH ("Seller") to the Buyer of the Goods. These Terms and Conditions shall also govern all future sales to the Buyer pending the entry into effect of Seller's new terms and conditions of sale. The application of Buyer's conflicting or supplementary terms shall be excluded, even if such terms are not expressly objected to by Seller.

2. Definitions

The term "Buyer" means all natural or legal persons or partnerships with legal personality as defined by Article 14 German Civil Code ("BGB"), who have submitted an Order to Seller.

The term "Order" means Buyer's expressed written desire, to procure Goods from Seller.

The term "Goods" means all of the products, materials and related services that Buyer desires to purchase from Seller.

3. Conclusion of Contract

Offers by Seller shall be non-binding. All Orders are subject to acceptance by Seller whether by written confirmation, Seller's acknowledgement form or Seller's invoice. Acceptance is conditioned on Buyer's agreement to all of these Terms and Conditions. Buyer's agreement will be conclusively established: (i) when Buyer has received and retained these Terms and Conditions for ten (10) days without objection, or (ii) by Buyer's acceptance of all or any part of the Goods. Upon acceptance of the Order by Seller, the accepted Order together with these Terms and Conditions constitute the sole terms and conditions of any Order between the parties unless other written, mutually agreed terms and conditions have been executed between the parties.

The identity of Buyer, the identity of the Goods being purchased, the quantity of Goods being purchased, the destination for delivery of the Goods, and other material information concerning Buyer's Order shall be set forth in Buyer's Order and provided to Seller.

Information contained in brochures and catalogues, such as illustrations, drawings, weights and measures are approximations commonly used in the foundry industry unless explicitly stated to be binding on Seller.

If, in the relationship with Buyer, no term has been agreed, all contracts providing for a permanent supply obligation on Seller's part are terminable with six (6) months' prior notice effective as of a calendar month.

4. Prices

Unless otherwise agreed to in writing by the parties, pricing and charges will be established at the time Seller accepts Buyer's order for Goods by sales order acknowledgement or as otherwise noted by Seller in writing. Prices are valid for confirmed deliveries. Pricing does not include packaging, freight, postage, insurance or statutory value-added tax unless specifically delineated by Seller.

If the agreed delivery date is scheduled more than four months after conclusion of the contract and if after conclusion of the contract, Seller faces unforeseeable cost increases with respect to the Goods, Seller may, at its reasonable discretion, increase the agreed prices accordingly, in particular in accordance with increases of the costs for labor, raw materials, storage, energy and transportation as well as increases of the applicable public taxes and duties.

5. Payment

Seller will issue invoices or other forms of payment notice (such as EDI) to Buyer. Except as otherwise agreed, all invoices are payable, in full, without any discount within 14 days after receipt of the invoice. In the event the Buyer is in default, Seller shall be entitled to demand default interest at a rate of 8 % above the base interest rate (Basiszinssatz). The assertion of a claim for further damages due to the default shall remain unaffected.

Payments made by Buyer must carry either reference to a payment advice sent separately to Seller or carry Seller's reference number. Invoices by Seller must be paid by buyer in full in all cases. Buyer claims will be settled via credit note from Seller in case Seller accepts Buyer's claim.

If Seller has reasonable grounds to assume Buyer's impossibility to perform (mangelnde Leistungsfähigkeit), Seller may demand (a) advance payment or (b) additional other terms of payment from those agreed and/or a security. If such prepayments or security have not been rendered or Buyer has not agreed to such changed payment terms even after the expiration of a reasonable grace period granted by Seller, Seller may, notwithstanding any further rights, partially or totally rescind individual or all of the Orders.

6. Set-off and Retention

Buyer is only entitled to a set off, if its counterclaim is uncontested or has been finally adjudicated. Should Buyer issue a claim against Seller, Buyer is obliged to notify Seller about the claim, clearly stating products / deliveries / invoices affected (Buyer's references to be used). Seller will, within reasonable time, assess Buyer's claim and, in case of acceptance, issue a credit note in the amount accepted by Seller.

Buyer is only entitled to assert a right of retention to the extent that its counterclaim is based on the same contract or is uncontested or has been finally adjudicated.

7. Delivery

Except as otherwise agreed, Seller will deliver the products ex-works from Seller's respective manufacturing plant (Incoterms 2010 "EXW"). Buyer will be responsible for arranging for loading, freight and insurance from Seller's manufacturing plant to its facility.

Seller will use commercially reasonable efforts to fill an Order in accordance with the estimated shipping date. Delivery deadlines and delivery periods are only binding if they have been confirmed by Seller in writing and Buyer has provided Seller in a timely manner with all of the information or documentation required for the performance of such delivery and Buyer has paid any advance payments in the manner and amount as agreed upon by the parties. Delivery periods agreed upon by the parties shall begin on the date of the acknowledgment of the applicable Order.

Seller will not be responsible for any delays in filling an Order nor be liable for any losses or damages resulting from such delays.

Should Buyer be in default of the acceptance of delivery or should it be in breach of any other obligation to cooperate with Seller, Seller shall be entitled to reasonably store the object of delivery at Buyer's risk and expense, without prejudice to Seller's other rights. Acceptance of delivery is documented by freight forwarders delivery confirmation. Buyer waives own delivery confirmation.

In serial production, deliveries of 10%, but at least one part, above or below the order quantity are permitted for technical reasons.

8. Force Majeure

Seller will not be liable for such delays in filling an Order or failure in the performance of any of its obligations caused by events beyond Seller's reasonable control including but not limited to accidents, labor disputes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts of terrorism or war, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested, or granted for the benefit of governmental authorities, restrictions imposed by law or any rules or regulations, or any cause, whether similar or dissimilar to those enumerated in this section. Force majeure shall also be deemed to apply if these events and circumstances make the execution of an Order uneconomical.

Any of the foregoing events or circumstances shall release Seller, for the duration of the disruption and to the extent of its impact, from Seller's contractual obligations. If the events and circumstances persist for more than three (3) months, Seller shall be entitled to rescind the Order.

9. Packaging and Transportation

Unless otherwise agreed by the Parties in writing, Seller shall package the Goods in accordance with applicable industry standards. The agency and method of transportation of the Goods to the delivery point will be designated by Seller. If Seller complies with Buyer's request with respect to the use of any agency or method of packaging or transportation or any routing other than which would otherwise be designated by Seller, all packing, marking, shipping, transportation and other charges a reasonable handling fee which are in excess of the charges which would otherwise be incurred by Seller will be for Buyer's account and Buyer agrees to pay such amounts in accordance with the payments terms in these Terms and Conditions.

10. Shipments

Seller may make partial shipments and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale, however, delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments.

Seller may make shipments before the agreed upon estimated shipping date. Any such shipments by Seller less than two (2) weeks before the estimated shipping date will be considered on-time and Buyer will be obligated to take delivery of all such shipments.

11. Warranty

Seller warrants that the Goods will, at the time of delivery, materially conform to the written description/specifications agreed to by the Parties, and that they are free from defects.

Except for the express warranties set forth herein, Seller makes no warranty whatsoever whether express or implied with respect to the Goods, including that the Goods will be merchantable or fit for any particular purpose whether arising by law, course of dealing, course of performance, usage of trade, or otherwise.

Buyer and Seller agree that more specific conformance testing methods, such as designated calipers, take precedent over more generic specifications, such as dimensional drawings.

Seller will have no liability whatsoever in respect of any defect arising from (i) Buyer's specifications, (ii) ordinary wear and tear, (iii) damage by Buyer or its customers, (iv) negligence on the part of Buyer or its customers, (v) subjected to abuse, neglect, accident, improper testing or installation, (vi) abnormal working conditions at Buyer's or any of its customer's facilities, (vii) Buyer's or any of its customer's failure to follow Seller's instructions (whether oral or in writing), or (viii) improper storage, handling, abnormal physical stress, abnormal environmental conditions, (ix) been used with any third party product, that has not been previously approved in writing by Seller, or (x) Buyer's or any of its customer's misuse or alteration or repair of Goods sold hereunder by those other than Seller (other than those authorized representatives approved by Seller with Seller's prior written approval).

The period of limitations for claims for defects shall be twelve (12) months from delivery.

Inspection, acceptance or rightful rejection of the Goods must be made within seven (7) days ("Inspection Period") after Buyer's receipt of the Goods. Buyer must notify Seller within such Inspection Period if it believes that any Goods delivered are properly rejectable because the Goods are nonconforming, and hold such Goods in proper and normal storage pending Seller's inspection. If Seller determines that the Goods are nonconforming Goods, it shall, in its sole discretion remedy the non-conformity in accordance with Section 11 of the Terms and Conditions. Buyer's failure to inspect or reject within the Inspection Period will constitute a waiver of such non-conformity or defect and Buyer will be deemed to have accepted the Goods.

If Buyer rightfully rejects non-conforming Goods within the time period noted above, Seller will, at its option, repair, correct or replace at no cost to Buyer any such non-conforming Goods, provided that Buyer (i) provides written notice to Seller of any such non-conformance and (ii) returns the non-conforming Goods to Seller in accordance with this section. All Goods shall be returned pursuant to Seller's return material authorization process per Section 12 without undue delay, and Seller shall bear the transportation costs associated with Buyer's return of non-conforming Goods. Seller may at its option, participate in the failure investigation of any allegedly non-conforming Goods on Buyer's property or wherever the Goods are located and shall be entitled to repair, correct or replace non-conforming Goods at such site or at Seller's designated facility.

Repair, correction or replacement in the manner provided above shall constitute Buyer's sole remedies and Seller's sole obligations with respect to Goods rightfully rejected by Buyer.

Seller has no obligation to pay cost for removal and reinstallation of non-conforming Goods.

Seller has no obligation to pay cost for additional process cost at Buyer.

12. Return Material/Good Authorization Process

All requests by Buyer to return Goods to Seller must be initiated through Seller's responsible account representative. If Buyer has provided the appropriate information to Seller, Seller will issue a return material/good authorization number (RMA) and/or instructions to Buyer upon Seller's receipt of the appropriate information from Buyer. The Parties will agree to any special instructions associated with the return of such product at the time the return material/good authorization number and/or instructions is issued by Seller.

Reviewed 28.02.2018

13. Limitation of Liability

Seller is liable to pay damages and compensation of abortive expenditure within the meaning of Section 284 BGB (hereinafter referred to as "damages") on account of a violation of contractual and non-contractual obligations only in case of (i) intent or gross negligence, (ii) in case of negligent or deliberate fatal injury, physical injury or injury to health, (iii) on account of assuming a quality or durability guarantee, (iv) in case of a negligent or deliberate breach of material contractual duties, (v) on account of compulsory statutory liability pursuant to the German Product Liability Act or (vi) on account of any other compulsory liability.

The damages for a breach of material contractual duties are, however, limited to foreseeable damage, typical for the type of contract, except in the event of intent or gross negligence or on account of fatal injury, physical injury or injury to health or on account of assuming a quality guarantee.

Liability for damages exceeding that provided for in this Section 13 is excluded irrespective of the legal nature of the claim raised. This applies in particular to claims for damages arising from culpa in contrahendo (fault arising in conclusion of a contract), on account of other breaches of duty and to tort claims for compensation of property damage pursuant to Section 823 BGB.

Insofar as liability for damages is excluded with respect to Seller, this also applies to the personal liability for damages of Seller's employees, representatives and of persons engaged by Seller in performance of its obligations.

No change to the burden of proof to the detriment of the Buyer is connected with the aforementioned rulings.

14. Indemnity

Buyer agrees to indemnify and hold Seller harmless from third-party product liability claims, losses, damages, or expenses (including reasonable costs of defending any proceedings) arising out of or resulting from (i) the design, testing or machining of the Goods by Buyer or third-parties (including Buyer's responsibility to test the Goods after machining by Buyer or Buyer's designated machining subcontractors) or (ii) the Goods having been altered, modified or improperly installed, operated, used or maintained by Buyer or Buyer's customers or any third-party.

15. Insurance

Buyer shall at all times carry sufficient, relevant insurance coverage to cover potential claims at its own expense, including Commercial General Liability Insurance with coverage of no less than EUR5.000.000 per occurrence for death, bodily injury, and property damage and Aircraft Product Liability Insurance covering products and services for the aerospace industry, if applicable, in an amount not less than EUR10.000.000 per occurrence and not less than EUR10.000.000 per grounding. Seller retains the right to require a reasonable increase, consistent with industry standards, in the above stated insurance limits at any time. Such policies shall be written by an insurer with an A.M. Best rating of A, Class VIII. At Seller's request, Buyer shall provide Seller with a certificate of insurance evidencing such coverage currently in force, and will provide updated certificates, in a timely fashion, as policies are renewed thereafter.

16. **Goods for Development or Testing**

If goods are samples or for development or testing, Seller makes no warranties of any kind or nature for such goods and Seller expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the warranty of merchantability and the warranty of fitness for a particular purpose. Any such goods and related services provided hereunder are provided "as is, with all faults." Notwithstanding any other provision in these Terms and Conditions, Seller has no obligation, liability or responsibility with regard to any sample, developmental or test goods supplied by Seller under any Order. Buyer will indemnify, defend and hold Seller harmless from all claims, demands, and causes of action asserted against Seller (including reasonable attorneys' fees), including without limitation claims for personal injury, illness, death or loss or damage to physical property, resulting from or arising out of Buyer's purchase, use or sale of sample, developmental or test goods.

17. **Intellectual Property and Infringement**

No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder, is conveyed to Buyer. Seller does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate Seller to grant to Buyer, any license under any patents or other intellectual property owned by Seller. Except for data that Seller has agreed to provide as a deliverable, or data customarily provided by Seller for quality control purposes (which Buyer must keep confidential and use solely for such purposes), Seller shall not be required to deliver any data concerning its manufacturing processes.

Buyer agrees to defend, indemnify and hold harmless Seller, its officers, employees or agents from any liability, damages, costs or expenses (including court costs and reasonable attorney's fees) arising out of any actual or alleged infringement of any third-party copyright, patent, trade secret, trademark, or other intellectual proprietary right arising out of Seller's use of any design, drawing or specifications provided or approved by Buyer.

18. **Tooling/Equipment**

Any equipment including jigs, dies, tooling and tools ("Tooling") which Seller constructs or acquires for use in the production of Goods for Buyer will be and remain Seller's property and in Seller's possession and control, and any charges by Seller therefore will be for the use of such Tooling only. Buyer has no right, title, or interest in or to any of such Tooling. Seller may make such use or disposition of such Tooling as Seller desires.

Title to and ownership of tooling listed as a deliverable in a line item in Buyer's Order and paid for by Buyer shall vest in Buyer. Buyer shall be responsible for funding replacement tooling when the normal life of the tooling is exhausted.

Any materials or equipment owned or furnished by Buyer to Seller will be handled and stored by Seller with the same degree of care that Seller handles and stores its own materials and equipment. When for one (1) year no Orders acceptable to Seller are received from Buyer for Goods to be made with any such materials or equipment, Seller may, by written notice to Buyer, request Buyer to make disposition of such material or equipment at Buyer's expense. If Buyer fails to comply with such notice within thirty (30) days of the date of Seller's notice, Seller may make such use or disposition of said material or equipment as it desires, without liability or obligation to Buyer.

19. **Specification Number or Drawing Number**

Any such number appearing on the face of an Order is for clarification or identification only and does not require that the Goods be produced in accordance with such specification or drawing unless otherwise agreed in writing.

20. **Retention of Title**

Seller retains title to delivered Goods until all payments resulting from the business relation with the Buyer have been received. Title of Seller also extends to the new products created through the processing of the reserved Goods. The Goods are processed for Seller as the manufacturer. If they are processed, connected or mixed with items that do not belong to Seller, Seller will acquire co-ownership at the ratio of the invoice value of its reserved Goods to the invoice values of the other materials.

The retention of title will remain in effect even if the relevant claim(s) of Seller is (are) included in a current invoice and the balance has been struck and recognized.

If the Buyer is in breach of contract, especially as regards default of payment, Seller is entitled to rescind from the contract and take back the reserved Goods. The seizure of the reserved Goods by Seller always means the declaration of recession from the contract.

The Buyer must take care of the reserved Goods. He is obliged to insure them sufficiently at his own costs at their purchase value against fire, water damage and theft, and transfers his compensation claims from these insurance policies to Seller here and now. Should the realizable value of the securities exceed all of Seller's claims which are to be secured by more than 10 %, Buyer shall be entitled to demand a release to such extent.

In the event of seizure or other intrusions by third parties, the Buyer must notify Seller in writing without delay to enable Seller to bring in third-party action (Drittwiderrspruchsklage) against execution as provided under Section 771 German Code of Civil Procedure ("ZPO"). To the extent the third party is not in a position to refund Seller the judicial and extra-judicial costs of a legal action as provided under Section 771 ZPO, the Buyer will be held liable for any loss incurred by Seller.

The Buyer is entitled to resell the reserved Goods in the course of orderly business, but it assigns to Seller here and now all claims to the amount of the invoice value (including VAT) resulting from the sale of the reserved Goods, including the bills of exchange and checks provided as security for each claim. If reserved Goods are sold to which Seller has the right of co-ownership, the assignment is limited to the percentage

of its share in the joint product. The Buyer shall remain entitled to recover these claims, even after the assignment. This does not affect Seller's entitlement to recover the claim itself. Seller is obliged, however, not to recover the claim as long as the Buyer meets its payment obligations towards Seller, does not get into default of payment and, in particular, no application for the opening of insolvency has been lodged. In such case, Buyer shall grant Seller or Seller's agents immediate access to the reserved Goods and surrender the same.

In the case of deliveries to other jurisdictions in which the foregoing provisions governing the retention of title do not have the same security effect as in Germany, Buyer shall do everything to create equivalent security rights for Seller without undue delay. Buyer shall cooperate in all measures such as registration, publication, etc. which are necessary and beneficial to the validity and enforceability of such security rights.

21. Trade Compliance

Goods and information supplied by Seller are subject to German and EU import and export laws and regulations and may be subject to U.S. and other applicable countries' export/import rules and regulations as well. Should Seller agree to be responsible for obtaining the appropriate export license(s) necessary to permit shipment of the Goods, including applications for agreements relating to defense services, Buyer will cooperate with Seller in obtaining such export licenses at Seller's request. Seller will have no liability to Buyer in the event that an export license is delayed, not approved or is later withdrawn or suspended. Seller may, in its sole discretion, agree to engage in a "routed transaction", in which case Buyer shall provide all documents and take all actions requested by Seller to comply with German or U.S. export requirements. Buyer agrees to comply with all applicable import and export regulations, including those administered by the German Federal Office of Economics and Export Control (BAFA), Office of Defense Trade Controls, U.S. Department of State, Bureau of Export Administration, the Department of Commerce, Office of Financial Asset Control (OFAC) or any other agency of the German or United States Government which provide, inter alia, that the Goods shall not be re-sold, diverted, re-exported or disposed of in other than the country of ultimate destination without the prior approval of the German or United States Department of State or Commerce or other agency of Germany or the United States Government, as required. Buyer agrees to provide Seller any documentation Seller reasonably requests to comply with the regulations.

22. Anti-Corruption Compliance

Buyer acknowledges that it has had the opportunity to review Seller's written Anti-Corruption Policy ("Policy"), which is available at the following web address: <http://www.arconic.com/global/en/investors/anti-corruption-policy.asp>.

Buyer represents and certifies that it fully understands the Policy, agrees to take no action with respect to its purchase, use, or disposition of the Goods, or this Order generally, that might be a violation of the Policy.

It is the intent of Seller and Buyer that no payments or transfers of value shall be made in relation to an Order or to Buyer's use or disposition of the Goods that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any other benefit.

Buyer represents that it, and each of its owners, directors, officers, employees and every other person working on its behalf has not and shall not, in connection with the transactions contemplated by an Order or in connection with any other business transactions involving Seller, make any payment or facilitate or transfer or cause to transfer anything of value, directly or indirectly to: (i) any governmental official or employee (including any employee of a government corporation or public international organization); (ii) any political party, official or worker of a political party, or candidate for public office; (iii) any other person or entity if such payment or transfer would violate any applicable anti-corruption law; or (iv) an intermediary for payment to any of the foregoing.

In the event of a breach of any of the representations, warranties or covenants made by Buyer in this Anti-Corruption Compliance section of these Terms and Conditions, Seller may, in its sole discretion and in addition to any other remedies it may have under law or an Order, cancel or terminate the Order without notice and Buyer shall further indemnify and hold Seller harmless against any and all claims, losses or damages arising from or related to such breach and/or termination of the Order.

23. Confidentiality and No License

Unless otherwise agreed to in writing by Seller, Seller will not be bound by any obligations of confidentiality or non-disclosure.

No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder, is conveyed to Buyer.

In addition, during the Parties' commercial relationship and for a period of five years following Seller's last shipment of Goods to Buyer or termination or expiration of an Order whichever is later, Buyer agrees to maintain and protect the confidentiality of any and all information provided by Seller to Buyer, whether orally or in writing that relates to Seller's business.

24. Government Contracts:

If Goods are for incorporation into a product for the German, U.S. government or another government, FAR, DFARS, and other regulatory clauses shall only apply if such provisions are accepted by Seller in writing. In the event of a conflict between any such clauses and these Terms and Conditions, these Terms and Conditions shall take precedence.

25. Access

Buyer may enter Seller's facility(ies) which are performing an order only on reasonable notice during normal business hours, subject at all times to Seller's safety rules and rules pertaining to limitations necessary to comply with applicable import and export regulations and protection of the confidential and proprietary information of Seller or its customers.

26. Changes

Any changes requested by Buyer as a condition of entering into an Order or subsequent to entry into an Order which change the basis of Seller's quote, including these Terms and Conditions, will be subject to the consent of Seller, expressed in writing, and subject to an equitable price adjustment, and any other adjustments as determined by Seller.

27. Assignment

These Terms and Conditions and any accepted Order shall be binding on Buyer and Seller. An accepted Order and any right or interest in these Terms and Conditions may not be assigned by Buyer without the prior written consent of Seller. A change in control, including without limitation by operation of law, merger, consolidation, or otherwise, shall be deemed an assignment under this section. Any assignment in violation of this section is null and void and Seller may terminate this Order for an assignment without consent.

28. Amendment

These Terms and Conditions and any accepted Order may be modified only by a writing signed by an authorized representative of Seller.

29. Subsidiary and Affiliates; Setoff.

An Order may be performed, and all rights under an Order may be enforced against Buyer, by Seller or by any subsidiary or affiliate of Seller. In addition to and not in limitation of any other right or remedy under applicable law, Seller or any affiliate of Seller may without prior notice to any person set off any amount, sum, and/or obligation (whether or not arising under an Order) owed by Buyer or any affiliate of Buyer to Seller or any affiliate of Seller against any amount, sum, and/or obligation (whether or not arising under an Order) owed by Buyer or any affiliate of Buyer to Seller or any affiliate of Seller. Amounts, obligations, and/or sums include all past, present, and future amounts, obligations, and/or sums Buyer and/or Buyer's affiliates owe to Seller and/or Seller's affiliates, whether such amounts, obligations, and/or sums are due at such time or in the future or upon occurrence of a contingency, whether under an Order or otherwise.

30. Termination/Cancellation

Buyer may not terminate an Order without the written consent of Seller. If Seller consents to such termination, reasonable termination charges, computed by Seller, will be assessed in connection with such termination. Without liability to Seller, Seller may terminate any agreement, contract or Order or related Orders in the event that Buyer breaches any of the foregoing and fails to remedy any such breach within ten (10) days of Seller's transmission to Buyer of written notification describing the breach.

31. Severability

If a provision of the contract and/or these Terms and Conditions is fully or partially invalid, the validity of the remaining provisions shall remain thereby unaffected.

32. Applicable Law and Jurisdiction

The contractual relationships shall be governed exclusively by German law excluding the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

All disputes arising out of or in connection with an Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators in accordance with the said Rules. The version of the Rules of Arbitration in force at the moment of notification of such proceedings shall be applicable. The place of arbitration shall be Duesseldorf, Germany. The arbitration shall be conducted in English. The Seller reserves his right to apply before the ordinary courts in Meschede, Germany or at the legal domicile of the Buyer.

33. Integration

These Terms and Conditions, including Seller's attachments hereto and made a part hereof constitute the entire understanding between the Parties and superseded any previous oral or written understandings with respect to the subject matter hereof.

August 3rd, 2018
Tital GmbH