

### 1. APPLICATION OF THE INTERNATIONAL CONDITIONS OF SALE

1. These International conditions of sale apply to all customers of Boxon SARL- hereinafter referred to as BOXON - if the customer's relevant place of business is not in Germany. For customers established in Germany, the Boxon General Conditions of Sale apply that will be forwarded on request. In each case, the relevant place of business is the one which concludes the contract in its own name.
2. These International Conditions of Sale apply to all contracts whose preponderant object is the supply of goods to customers. Additional obligations assumed by BOXON shall not affect the validity of these International Conditions of Sale.
3. Conflicting or differing terms and conditions of the customer do not bind BOXON, even if BOXON does not object to them or accepts the customer's performance. Similarly BOXON is under no obligation insofar as the terms of business of the customer, irrespective of the contents of these International Conditions of Sale, deviate from the statutory provisions.
4. These International Conditions of Sale do not apply if the customer buys the goods for personal, family or household use if BOXON knew or should have known this at the conclusion of the contract.

### II. CONCLUSION OF THE CONTRACT

1. The customer is under an obligation to give a written notice to BOXON prior to the conclusion of the contract if the goods to be delivered are to be fit not only for normal use or will be used in circumstances which are unusual or which present a particular risk to health, safety or the environment risk or require a more demanding use or if there is a risk of atypical damages or unusual amounts of loss of which the customer is or ought to have been aware.
2. Customer orders shall be in writing. If the customer's order deviates from the proposal or the tender submitted by BOXON, the customer shall particularly emphasise the differences as such. Illustrations and drawings as well as dimensions and weights of the proposals or offers made by BOXON are only approximate.
3. All orders, especially those received by employees of BOXON, will take effect exclusively through the written confirmation from BOXON. The actual delivery of the goods ordered, any other conduct by BOXON or silence shall not substantiate any assumption on the part of the Customer that a purchasing agreement is concluded. BOXON may dispatch such written order confirmation up to fourteen (14) calendar days following the receipt of the customer's order. Until that time, the customer's order is irrevocable.
4. The written confirmation of BOXON is received in due time if it is received by the customer within fourteen (14) calendar days after

its date of issue. The customer will immediately inform BOXON if the written order confirmation is received in delay.

5. The written confirmation by BOXON is decisive for the scope of the contract and brings the contract into effect even if - except for the purchase price and delivery quantity - the confirmation is not consistent with the declarations of the customer, especially with regards to the exclusive application of these International Conditions of Sale. Particular wishes of the customer, namely warranties or guarantees with respect to the goods or the performance of the contract therefore require the express written confirmation of BOXON. The contract will only fail to come into existence if the customer objects in writing that the order confirmation from BOXON does not correspond with the declarations of the customer in every respect, specifies the deviations in writing and if the objection is received by BOXON at short notice, no later than seven (7) calendar days after the receipt of the written order confirmation by the customer.
6. Confirmations produced by the customer are of no effect without any objection by BOXON being necessary. In particular, neither the actual delivery of the goods ordered, any other conduct of BOXON or silence shall give substantiate any belief on the part of the customer in the relevance of his confirmation.
7. BOXON employees, commercial agents or other sales intermediaries are not authorised to dispense with the requirement of written confirmation by BOXON or to make or receive declarations or guarantees which differ in content. Whether and to what extent such persons are authorised to make or receive declarations with effect for or against BOXON, is to be determined by the law in force in Germany.
8. Changes to the concluded contract always require written confirmation by BOXON.

### III. OBLIGATIONS OF BOXON

1. Subject to an exemption according to section 7.1. b) BOXON must deliver the goods specified in the written acknowledgement of the order and transfer the property. BOXON is not obliged to perform obligations not stated in the written order confirmation by BOXON or in these International Conditions of Sale; notably BOXON is not obliged to provide services if not explicitly agreed upon in writing to furnish information, to supply documents or certificates or to deliver accessories, install additional safety devices, to carry out assemblies or to advise the customer.
2. BOXON's obligations under the contract made with the customer are owed only to the customer. Parties not involved in the conclusion of the contract, in particular the customer's clients, are not entitled to request delivery to be made to them or to assert any other claims arising from the customer's con-

- tract with BOXON. The customer provides BOXON an unlimited indemnity against all claims made by third parties against BOXON out of the contract concluded with the customer. The responsibility of the customer continues to exist even if it assigns rights to third parties.
3. Taking into account tolerances customary in trade, BOXON undertakes to deliver to the customer goods of the agreed type and amount of the quality which corresponds to the usual standards in Germany. If the goods cannot be delivered in the condition offered at the time of the conclusion of the contract because technical improvements have been made to goods of series production, BOXON is entitled to supply the improved version. BOXON is entitled to make partial deliveries and to invoice them separately and ensures that at the time of delivery, the goods are free from rights or claims which could prevent its use within the European Union.
  4. If further specification is required in relation to the product to be delivered, BOXON will carry this out taking into account its own and the identifiable and legitimate interests of the customer. A request to the customer to specify the goods or participate in the specification, is not required. BOXON is not obliged to inform the client of the specification it has made or to give the customer the option of a differing specification.
  5. BOXON undertakes to place the goods packaged and marked according BOXON's standard at disposal for collection by the customer FCA (Incoterms 2010 ("Free Carrier")) at the place of delivery indicated in the written order confirmation or - if such is not indicated - at the central warehouse of BOXON / Germany at the agreed time of delivery. Previous separation or marking of the goods or notification to the customer as to their availability is not necessary. Under no circumstances, not even when other Incoterms are agreed, is BOXON obliged to inform the customer of the delivery, to examine the goods with respect to their conformity with the contract on the occasion of delivery, to arrange for the shipment of the goods or to insure the goods. The agreement of other INCOTERMS or of clauses such as "delivery free." or similar ones merely involve a variation of the provisions as to transportation costs; moreover, the provisions laid down in these International Conditions of Sale.
  6. The organisation of the goods transportation and insurance of the goods from the relevant delivery location as per clause III.5 is part of the customer's obligations not BOXON's. In the absence of timely written instructions to the contrary from the customer, however, BOXON - without the customer requiring it or the existence of such a commercial practice - is entitled to conclude contracts for the transportation and / or insurance of the transportation of the goods to the destination designated by the customer in writing and - if

such is not referred to - to the place of business of the customer under the usual conditions in Germany on behalf of, at the risk and / or at the expense of the customer.

7. Agreed delivery time periods or delivery dates are subject to the customer's procuring any required documents, releases, permits, approvals, licences or any other authorizations or consents in sufficient time, opening letters of credit and/or making down-payments as agreed and performing all other obligations incumbent upon him properly and in good time and pre-shipment inspections. Moreover, agreed delivery time periods begin on the date of the written acknowledgement of the order by BOXON. BOXON is entitled to deliver earlier than at the agreed delivery time or to select the date of delivery within the period for delivery.

8. Without prejudice to his continuing legal rights, BOXON is entitled to fulfil their obligations after the delivery time agreed upon, if the customer is informed that BOXON will exceed the delivery time limit and of the time period for late performance. Subject to the aforesaid conditions, BOXON is entitled to make repeated attempts at late performance. The customer can object to late performance within reasonable time, if the late performance is unreasonable. An objection is only effective, if it is received by BOXON before commencing late performance. BOXON will reimburse necessary additional expenditure, proven and incurred by the customer as a result of exceeding the delivery time to the extent that BOXON is liable for this under the provisions laid down in section VII.

9. Risks as to price and performance pass to the customer with delivery as per clause III.-5 even with goods which are not clearly identifiable and without it being necessary for BOXON to give notice, irrespective hereof however, already with the passage of title of the goods to the customer. The loading of the goods is part of the customer's obligations.

10. BOXON is not responsible for export clearance of the goods. Nevertheless BOXON will apply for the necessary export permits and customs formalities necessary for the exportation of goods after the customer has supplied BOXON with the data required for the export in a written message for this sole purpose. If the goods are not left for export with BOXON without fault, BOXON is entitled to withdraw, in whole or in part, from the sales contract.

11. BOXON is not obliged to procure documents or certificates not expressly agreed, to obtain any licences, authorizations or other documents necessary for the export, transit or import, or to provide security, export, transit, import or customs clearance.

12. BOXON is in no case liable to perform duties associated with the putting of the goods into circulation outside Germany, to bear levies, duties and charges accruing outside

Germany, to comply with weight and measuring systems, packaging, labelling or marking requirements or registration or certification obligations applicable outside Germany or to comply with any other legal provisions applicable to the goods outside Germany. The customer will arrange for translations in any language other than German of documents or other written materials about the goods required by law or called for otherwise at his risk and expense.

13. Without prejudice to its continuing legal rights, BOXON is entitled to suspend the performance of its obligations so long as, in the opinion of BOXON, there are grounds for concern that the customer will wholly or partly fail to fulfil his obligations in accordance with the contract. In particular, the right to suspend arises if the customer insufficiently performs his obligations to enable payment to BOXON or a third party or pays late or if the limit set by a credit insurer has been exceeded or will be exceeded with the forthcoming delivery. Instead of suspending performance, BOXON is entitled at his own discretion to make future deliveries, even if confirmed, conditional on payment in advance or on opening of a letter of credit confirmed by one of the big German commercial banks. BOXON is not required to continue with performance of its obligations, if an assurance given by the customer to avoid the suspension does not provide adequate security or could be challenged pursuant to an applicable law.

14. Except as provided in section III.-7., BOXON is only obliged to inform the customer of possible disruption in performance, once the commencement of the disruption is definitely certain for BOXON.

#### IV. OBLIGATIONS OF THE CUSTOMER

1. Irrespective of continuing obligations of the customer to guarantee or to enable payment, the customer undertakes to pay the agreed price for the goods in the currency specified in the written order confirmation transferring it without deduction and free of expenses and costs to one of the financial institutions designated by BOXON. To the extent that a price for the goods has not been agreed, the price which is at the agreed time of delivery BOXON's usual price for the goods will apply. BOXON's employees, commercial agents or other sales intermediaries are not authorised to accept payments.

2. The payment to be made by the customer is in any event due for payment at the time specified in the written order confirmation on receipt of the invoice. The due time for payment arises without any further pre-condition and, in particular, does not depend on whether the customer has already taken delivery of the goods and/or the documents and/or has had an opportunity to examine the goods. Discounts shall in each individual case be

reflected in the BOXON written order confirmation and apply only on condition of the timely and full payment of all claims of BOXON against the customer. The periods granted for payment will cease to apply and outstanding accounts will be due for immediate payment, if insolvency proceedings relating to the assets of the customer are applied for, if the customer without providing a justifiable reason does not meet fundamental obligations due towards BOXON or towards third parties, if the customer has provided inaccurate information regarding his creditworthiness.

3. The customer warrants that all legal requirements and documentations for the fiscal treatment regarding the delivery and/ or any service will be fulfilled in compliance with the relevant German regulations. To the extent that BOXON has to pay German and/ or foreign value added tax, the customer will indemnify BOXON in all and every respect without prejudice to any continuing claim by BOXON. The indemnity is granted by the customer waiving any further requirements or other defences, in particular waiving the defence of limitation or prescription and also includes the reimbursement of the expenses incurred by BOXON.

4. Regardless of the currency and of the jurisdiction of any court, BOXON is entitled at its own discretion to set off incoming payments against claims existing against the customer by virtue of its own or assigned rights at the time of payment.

5. Any statutory rights of the customer to set-off against claims of BOXON, to withhold payment or taking delivery of the goods, to suspend the performance of its obligations or to raise defences or counterclaims are excluded, except where the corresponding claim of the customer against BOXON is in the same currency, is founded in the customer's own right and is either due and undisputed or has been finally adjudicated or where despite written warning by the customer BOXON has committed a fundamental breach of its obligations due and arising out of the same contractual relationship, and has not offered any adequate assurance.

6. The customer is obliged to communicate the customs formalities resulting from clause III.-10 to BOXON with reasonable lead time, pick up the goods at the delivery date without any additional time limits and according to the clause III.-5 relevant delivery address themselves or by a person nominated by BOXON and fulfil all obligations incumbent on them under the contract, these International Conditions of Sale, the rules of the ICC for the interpretation of Incoterms® 2010 and legal requirements. The customer is only entitled to refuse to take delivery of the goods if they cancel the contract in accordance with the regulations in section VI.-1.

7. Irrespective of any statutory provisions,



the customer shall at its own cost take care of material recycling or otherwise prescribed waste-disposal of the goods delivered by BOXON to the customer and of the packaging material.

8. The customer is obliged to observe the handling instructions when handling flexible bulk containers (FIBC).

### V. DELIVERY OF NON-CONFORMING GOODS OR GOODS WITH DEFECTIVE TITLE

1. Without prejudice to any exclusion or restriction of liability of the seller provided by law, goods are not in conformity with the contract if the customer proves that, taking into account the terms in clause III., at the time of the transfer of risk the packaging, quantity, quality or the description of the goods is significantly different to the specifications laid down in the written order confirmation, or in the absence of agreed specifications, the goods are not fit for the purpose which is usual in Germany. Changes in design, construction or material which reflect technical improvements do not constitute a lack of conformity with the contract. Regardless of the regulation in sentence 1, the goods shall be deemed to conform with the contract to the extent that the legal regulations applicable at the place of business of the customer do not prevent the usual use of the goods. Used goods are delivered without any guarantee.

2. To the extent that the written acknowledgement of the order by BOXON does not contain an explicit statement to the contrary, BOXON is in particular not liable for the goods being fit for a purpose which is not usual in Germany or for complying with further reaching expectations of the customer or for possessing the qualities of a sample or a model or for their compliance with the legal regulations existing outside of Germany, for instance in the customer's country. In particular, slogan-like definitions, references to generally accepted standards, the use of trademarks or quality signs or advertising or prospectus statements do not in themselves constitute a guarantee. BOXON is not liable for any lack of conformity occurring after the date of transfer of risk. To the extent that the customer, either itself or through third parties, initiates the removal of non-conformities without the prior written consent by BOXON, BOXON will be released from its liability.

3. The customer is obliged vis-à-vis BOXON to examine every single delivery comprehensively for any discoverable or typical lack of conformity with the contract and moreover as required by law.

4. Without prejudice to any exclusion or limitation of liability of the seller provided by law, goods have a deficiency in title if the customer proves that the goods are not free from enforceable rights or claims of third parties at the time the risk is transferred. Without

prejudice to further legal requirements, third parties rights or claims founded on industrial or other intellectual property constitute a deficiency in title only to the extent that the rights are registered, made public and in legal force in Germany and prevent the usual use of the goods in Germany. Regardless of the regulation in sentence 1, title to the goods shall be deemed not to be defective to the extent that the legal regulations applicable at the place of business of the customer do not prevent the usual use of the goods.

5. Without prejudice to the statutory obligations of the customer to give notice within reasonable time, the customer is obliged vis-à-vis BOXON to give notice to BOXON of any lack of conformity with the contract or any deficiency in title within one (1) year after the goods have factually been handed over, in accordance with clause IV.-6. Such notice has to be made in writing and directly to BOXON and to be formulated in such a precise manner as to enable BOXON to effect remedy measures without need for further inquiries at the customer and to secure claims against BOXON's suppliers and moreover as required by law. BOXON's employees, commercial agents or other sales intermediaries are not authorised to accept notices outside BOXON'S premises or to make any statements concerning warranty.

6. Following due notice according to clause V.-5., the customer can rely on the remedies provided by these International Conditions of Sale. The customer has no further reaching rights or claims and may not advance claims of a non-contractual nature. In the event of notice not having been properly given, the customer may only rely on remedies if BOXON has fraudulently concealed the lack of conformity with the contract or the deficiency in title. Statements by BOXON as to the lack of conformity with the contract or as to the deficiency in title are for the purpose of explaining the factual position only, but do not entail any waiver by BOXON of the requirement of proper notice.

7. The customer is not entitled to remedies for delivery of nonconforming goods or goods with a deficiency in title, insofar as the customer is liable vis-à-vis third parties for conditions of the goods or their fitness for a use which are not subject of the agreement with BOXON, or if the customer's claim is based on foreign law not in force in Germany.

8. To the extent that the customer in accordance with the terms of these International Conditions of Sale is entitled to remedies because of delivery of non-conforming goods or goods with defective title, they are entitled, in accordance with the terms of the UN Sales Convention, to demand delivery of substitute goods or repair by BOXON or reduce the price for the goods. The delivery of substitute goods or repair does not lead to a recommencement

of the limitation period. The reduction of the price for the goods is limited to the damages suffered by the customer. The customer is not entitled to further claims for performance. Irrespective of the customer's remedies, BOXON is always entitled in accordance with the provision in clause III.-7. to repair goods which do not conform with the contract or to supply substitute goods or to avert the customer's remedies by the provision of a credit note for the appropriate amount.

### VI. CONTRACT CANCELLATION

1. The customer is entitled to declare the contract as cancelled, if the respective applicable legal requirements thereto are complied with, they have threatened BOXON with such action in writing and an additional period of time of reasonable length for performance established in writing has expired to no avail. If the customer claims delivery of substitute goods, repair or other performance, they are bound to the chosen remedy for a reasonable period of time, without being able to exercise the right of declaring the contract cancelled. In any event, the customer must give notice of the cancellation of the contract directly to BOXON in writing with a reasonable period.

2. Without prejudice to its continuing legal rights, BOXON is entitled to cancel the contract in whole or in part if the customer objects to the application of these International Conditions of Sale, if insolvency proceedings relating to the assets of the customer are applied for, if BOXON through no fault of its own does not receive supplies properly or on time, or if for other reasons BOXON cannot be expected to fulfil its obligations by means which, taking into consideration its own interests and that of the customer as far as ascertainable and legitimate at the time of formation of the contract, are unreasonable in particular in relation to the agreed counter-performance. Similarly BOXON may terminate the contract after prior warning, if the customer does not notify the information necessary for applying the customs formalities data to BOXON in due time, fails to meet fundamental obligations due towards BOXON or towards third parties without providing a justifiable reason, if the customer has provided inaccurate information regarding their creditworthiness or if the cover provided by a credit insurer is reduced on grounds for which is not responsible.

### VII. DAMAGES

1. Without waiving the legal requirements BOXON is only obliged to pay damages due to the violation of obligations resulting from the contract with the customer, the contractual negotiations carried on with the customer or the business relation with the customer in accordance with the following provisions:

a) The customer is required in the first instan-

ce to rely on other remedies and can only claim damages in the event of a continuing deficiency. The customer cannot claim damages as an alternative to other remedies

b) BOXON is not liable for the conduct of suppliers or subcontractors or for damages to which the customer has contributed. Neither is BOXON liable for impediments which occur as a consequence of natural or political events, acts of state, industrial disputes, sabotage, accidents, terrorism, biological, physical or chemical processes or other circumstances and which cannot be controlled by BOXON with reasonable means. Moreover, BOXON is only liable to the extent that the customer proves that the executive bodies or members of staff of BOXON deliberately or negligently breached contractual obligations owed to the customer.

c) In the event of liability BOXON will compensate within the limits of let. d) the losses of the customer to the extent that the customer proves that it has suffered an unavoidable loss caused by the breach of contractual obligations by BOXON and foreseeable to BOXON, at the time of the formation of the contract, in respect to the occurrence of the loss and its amount. Moreover, the customer is required to mitigate its loss as soon as a breach of contract is or ought to be known.

d) BOXON is not liable for loss of profit or non-material impairments. Moreover, the amount of damages for late or non-existent delivery is limited to 0.2 per cent for each full week of delay, up

to a maximum of 5 per cent, and for other breaches of obligations is limited to an amount of 200 per cent of the value of the nonconforming part of the contract. However, this paragraph does not apply to personal injury, to fraudulent concealment of the non-conformity or deficiency in title of the goods and to other breaches of contractual obligations due to intentional harm or gross negligence.

e) For breach of contractual, pre-contractual and/or obligations resulting from the business relation owed to the customer, BOXON is obliged to pay damages exclusively in accordance with the provisions of these International Conditions of Sale. Any recourse to concurrent bases of claim, in particular of a non-contractual nature, is excluded. Equally excluded is any recourse against BOXON's company organs, employees, servants, members of staff, representatives and/or those employed by BOXON in the performance of its obligations on the grounds of breach of contractual obligations owed by BOXON.

f) Insofar as the limitation period may not already have barred the claim, claims for damages brought by the customer are excluded after six months beginning with the rejection of the claim for damages by BOXON.

2. Irrespective of continuing legal or contrac-

tual claims the customer is obliged to pay damages to BOXON as follows:

a) In the event of delay in payment, the customer will pay the usual costs of judicial and extra-judicial means and proceedings, accruing within the country and abroad, as well as (even without evidence) interest at the rate applicable in 28199 Bremen/Germany for unsecured short-term loans in the agreed currency, at least however interest at 8 percent points over the base rate of the German Federal Bank.

b) In the event of the customer's failure to take delivery of the goods or of delivery taking place with serious delays, BOXON is entitled to claim damages without evidence being necessary up to 15 per cent of the value of the goods to be delivered.

3. In its commercial relationships with its clients and within the bounds of what is legally possible as well as within what is usual in the trade, the customer is obliged to limit its liability both in principle and in amount.

### IX. OTHER PROVISIONS

1. Title of the goods that have been delivered remains with BOXON until settlement of all claims existing against the customer. The allocation of risk as to price and performance in clause III.-8. is not affected by the reservation of title.

2. The customer shall, without prompting, inform BOXON in writing if BOXON has to observe any particular duties of reporting or registration or providing information or prior notification or retaining documents or any other requirements, under the provisions in force in the customer's country or in the country where the goods are to be used. Moreover, the customer will monitor the delivered goods in the market and inform BOXON directly and in writing of any concern that the goods might pose a risk to third parties.

3. Without prejudice to BOXON's continuing claims, the customer will indemnify BOXON without limit against all claims of third parties which are brought against BOXON on the grounds of product liability or similar provisions, to the extent that the liability is based on circumstances which – such as, for example, the presentation of the product – were caused by the customer or other third parties without the express written consent of BOXON. In particular, the indemnity also includes the reimbursement for expenses incurred by BOXON and is granted by the customer waiving further conditions or other objections, in particular without requiring compliance with control and recall obligations, and waiving any defence of limitation.

4. In relation to pictures, drawings, calculations and other documents as well as computer-software, which have been made available by BOXON in a material or electronic form, the latter reserves all proprietary rights, copy-

rights, other industrial property rights as well as know-how rights.

5. All communications, declarations, notices etc. are to be drawn up exclusively in German or in English. Communications by means of fax or e-mail fulfil the requirement for the written form.

### IX. MOULDS (TOOLS)

1. The price for moulds includes the costs for one-time sampling, but not the costs for test and processing equipment as well changes caused by the customer. Any further sampling for which BOXON is responsible, is at its expense.

2. Unless otherwise agreed, BOXON is and remains the owner of the moulds produced for the customer by BOXON itself or commissioned from third parties. Moulds are by express agreement used only for the customer's orders as long as the customer meets its payment and acceptance obligations. BOXON is only obliged to replace these moulds free of charge if these are necessary for the completion of a production quantity guaranteed to the customer. BOXON's for storage obligations expire two years after the last delivery of parts from the mould. The customer must be informed prior to disposal.

3. If a contract is terminated and the moulds are not yet amortised, BOXON is entitled to immediately invoice the entire remaining amortisation amount.

4. If it is contractually agreed that the customer will become the owner of the moulds, ownership of the moulds will pass to the customer after full payment of the purchase price. The handover of the moulds to the customer is replaced by the storage in favour of the customer. Irrespective of the legal claim of the customer and of the life-span of the moulds, BOXON is entitled to exclusive possession until the termination of the contract. BOXON shall designate the moulds as a foreign property and insure them at the customer's request at its own expense.

5. With customers' own moulds in accordance with clause IX's. 4 and 7 or moulds made available on loan to BOXON by the customer liability is limited with respect to storage and the duty of care observed in one's own affairs. Costs for maintenance and insurance are borne by the customer. BOXON's obligations expire when, after completion of the order and prompting, the customer fails to collect its moulds within a reasonable period. As long as the customer has not fulfilled its contractual obligations to the full extent, BOXON is entitled to a lien on the moulds in each case.

### X. PROVISION OF MATERIAL

1. If materials are supplied by the customer, they have to be delivered at the expense and risk of the customer with an adequate quantity surcharge of at least 5% on time and in

perfect condition.

2. In case of failure to respect these conditions, the delivery period shall be extended accordingly. Except in cases of force majeure, the customer bears the additional costs incurred for production interruptions

#### **XI. FOODSTUFFS AUTHENTICITY AND RECYCLED MATERIALS**

1. If a product is to be used for contact with foodstuffs, the suitability of the material for the specific food must be checked in advance under the customer's own responsibility.

2. Recycling raw materials are carefully selected by BOXON or its suppliers. Regenerated plastics can still be subject to large batch to batch variation with regards to surface texture, colour, clarity, smell and physical or chemical properties; this does not entitle the customer to advance complaints against BOXON. BOXON will, however, at the customer's request, cede any claims against suppliers to the customer; BOXON shall not assume a guarantee for the existence of these claims.

#### **XII. GENERAL BASIS OF CONTRACTS**

1. The place of delivery results from the regulation in clause III.-5 of these International Conditions of Sale, and also applies to replacement of or improvements to delivered goods. Payment and performance for all other obligations arising from the legal relationship between BOXON and the customer is 28199 Bremen / Germany. These provisions also apply if BOXON assumes the costs of money remittance, renders performance for the customer somewhere else or payment is to be made in exchange of documents or goods or in the case of restitution of performances already rendered. BOXON is also entitled to require payment at the place of business of the customer.

2. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Convention/CISG) in the English version governs the legal relationship with the customer. The UN Sales Convention applies, above and beyond its own area of application, and regardless of reservations adopted by other states, to all contracts to which these International Conditions of Sale are to be applied according to the provisions of clause I. Where standard terms of business are used, in case of doubt the Incoterms® 2010 of the International Chamber of Commerce shall apply taking into account the provisions stipulated in these International Conditions of Sale

3. The formation of contract, including agreements as to the jurisdiction of courts and arbitrators, and the rights and obligations of the parties, also including the liability for death or personal injury caused by the goods to any person and pre-contractual and collateral obligations, as well as the interpretation are exclusively governed by the UN Sales Conven-

tion together with these International Conditions of Sale. Subject to other provisions in these International Conditions of Sale, the legal relations of parties are otherwise determined in accordance with the German civil and commercial law.

4. All contractual and extra-contractual disputes as well as disputes under insolvency law, arising out of or in connection with contracts to which these International Conditions of Sale apply, including their validity, invalidity, violation or cancellation as well as other disputes arising out of the business relationship between the parties is under the jurisdiction of the competent court for 28199 Bremen/ Germany. BOXON is also entitled, at its discretion, to bring an action before the national courts of the customer's place of business, or other national courts having jurisdiction according to domestic or foreign law.

5. If provisions of these International Conditions of Sale should be or become partly or wholly ineffective, the remaining arrangements will continue to apply. The parties are bound to replace the ineffective provision with a legally valid provision which reflects the economic purpose of the invalid provision.