

## **1 Area of Validity**

- 1.1 The following general terms and conditions (hereinafter referred to as "**General Terms**") apply to the performance of all current and future purchases of products, system elements, commissioning, installation, system solutions, testing and consulting services (hereinafter collectively referred to as "**Solutions**") between OMICRON and any of its customers (hereinafter referred to as "**Customer**" or "**Customers**"), unless otherwise negotiated. Should the customer be provided with any further services within the scope of his business relationship with OMICRON, in addition to the General Terms the respective special terms and conditions for commissioning as well as testing and consulting services shall be applicable.
- 1.2 Any conflicting general terms and conditions issued by the Customer shall not apply and are hereby rejected in advance. Terms and conditions issued by the Customer shall not apply even if they are part of a letter or other communication from the Customer and OMICRON has not expressly objected to them, or OMICRON does not separately contradict their validity in individual cases. In order to become effective, any terms or conditions of the Customer must be expressly approved by OMICRON. Even if OMICRON makes reference to a written document that contains the terms of business of the Customer or of a third party, this shall not constitute any consent to the applicability of those terms of business.
- 1.3 All offers by OMICRON are non-binding and subject to change, except to the extent an offer expressly states it is binding or contains a specific term of acceptance. Unless otherwise stated in writing, OMICRON's quotations are subject to acceptance by the Customer within ninety (90) days from the date of issue.
- 1.4 The legal relationship between OMICRON and the Customer shall be solely governed by the specific contract or order/order confirmation agreed to between OMICRON and the Customer (hereinafter the "**Individual Agreement**") and these General Terms, which shall collectively constitute the entire agreement between the Customer and OMICRON, and which may be amended, supplemented or modified only with the mutual consent of the Customer and OMICRON. In case of discrepancies between the Individual Agreement, the General Terms and the General Terms the Individual Agreement shall prevail.
- 1.5 An affiliate of OMICRON can be involved in the transaction or can provide the Solutions meaning that the affiliate by replacing OMICRON becomes the contractual partner of the Customer. This will be made evident by OMICRON or such affiliate no later than in the order confirmation. In such case, the Customer shall have the right to withdraw from the Individual Agreement within five (5) days of receipt of the contractual confirmation, by delivering to OMICRON written notice, by post, fax or e-mail. Unless the Customer timely and properly delivers such notice, the affiliate shall be deemed to be accepted as contractual partner. Condition precedent for the affiliate being deemed to be accepted as contractual partner is that OMICRON or the affiliate has informed the Customer about these consequences in the order confirmation.
- 1.6 OMICRON or an affiliate (see Section 1.6) is entitled to involve subcontractors for all or part of the Solutions being subject of the Individual Agreement. OMICRON shall notify the Customer about the involvement and the extent of the involvement of a subcontractor. Further, OMICRON shall disclose the name of the subcontractor to the Customer.

## **2 Scope of Solution Performance**

- 2.1 Upon acceptance of an offer and entering into an Individual Agreement, OMICRON will be responsible for providing services, including commissioning, installation, testing and consulting services (herein referred to as "**Services**") to the Customer according to state of the art in force at the time of execution of the Individual Agreement.
- 2.2 The following shall apply to commissioning, testing services and consulting services:
  - 2.2.1 OMICRON shall not be required to achieve or be liable to the Customer for a specific outcome or result or for the successful performance of a specific achievement in respect to the provided system solutions, including commissioning, installation, testing and consulting services except to the extent that specific key criteria for the success of such a performance have been defined in and mutually agreed to in the Individual Agreement. OMICRON shall not under any circumstances be required to achieve or be liable to the Customer for such successful performance if the Customer fails to fulfill its obligations to cooperate properly and in due time pursuant to Section 6.1 hereof and such failure affects negatively in any way the service performance to be provided by OMICRON.
  - 2.2.2 Except as and to the extent otherwise stipulated in the Individual Agreement, (i) OMICRON will provide Customer with a report regarding the conducted tests, (ii) such test report will be provided by OMICRON pursuant to the terms of the Individual Agreement, (iii) such test report will only contain a statement regarding the contractually specified scope of measurement results and not regarding the Customer's asset under measurement or any other related, connected network element, (iv) OMICRON shall not have any obligation to give the Customer any other information regarding the conducted measurement and (v) OMICRON will only be obligated to perform continuous measurements collecting, providing, saving and visualizing dimensional results and will not be obligated to interpret or provide opinions or taking actions regarding such results or to recommend or initiate subsequent actions, unless agreed otherwise.
  - 2.2.3 OMICRON shall not be required to achieve, or be liable to the Customer for a specific outcome or result or for a specific achievement in respect to the consulting services.
  - 2.2.4 Unless otherwise stipulated by the Individual Agreement, OMICRON shall grant the Customer the non-exclusive and royalty free right to use the verbal or written results of the consulting services provided for its own purposes on a permanent basis within the framework of the Customer's presumed intended purpose.
  - 2.2.5 OMICRON reserves the right to make use of the results of the consulting services for scientific purposes and the further development of its own products.

### 3 Prices and Payment

- 3.1 The Solutions are performed for the prices stipulated in the Individual Agreement. The invoice for the Solutions will contain the negotiated remuneration described in the Individual Agreement, including any applicable shipping costs, plus any applicable sales, use and value added taxes. Invoice amounts must be paid by the Customer no later than thirty (30) days from receipt, to a bank account or address specified by OMICRON, except where otherwise agreed in the Individual Agreement. The time of payment shall be the time of actual receipt of fully available funds by OMICRON.
- All prices shall be deemed to be **net ex works** (Incoterms 2020), excluding packing, in freely available **Euros** without any deduction whatsoever. All prices are for the scope of Solutions specified by OMICRON in the Individual Agreement. Additional Solutions or Services shall be invoiced separately by OMICRON. Prices are quoted as net amounts, excluding any statutory sales, use or value added taxes applicable on the day of the applicable Solution.
- 3.2 Unless otherwise agreed upon, the price shall be paid in the following installments:
- 10% upon order placement against performance bond (the performance bond shall not be on first written demand), the details of the performance bond have to be agreed in the Individual Agreement
  - 40% upon shipment of instrumentation and material
  - 40% after installation and commissioning of the Solutions
  - 10% in case an acceptance of the Solution by the Customer is required upon issuance of the final acceptance document (hereinafter referred to as „**Final Acceptance Document**“) and in case no acceptance is required upon the receipt of OMICRON's confirmation of readiness by the Customer
- 3.3 OMICRON is entitled to request reasonable down payments on expenses and/or to issue partial invoices in line with the Solutions already provided. Partial invoices need not be indicated as such. The receipt of an invoice does not mean that OMICRON has invoiced the Customer for the full amount of the Individual Agreement.
- 3.4 Changes to the types or methods of products, solutions, testing may become necessary during the service performance. Changes to the Customer's order or the Individual Agreement that due to circumstances not attributable to OMICRON, leads to a price increase of more than 5% of the price agreed in the Individual Agreement must be agreed to by both parties by prior written agreement. Unless the parties have reached a written agreement OMICRON is not obliged to render/to provide any additional Solutions. Should OMICRON render/provide additional Solutions despite the fact that the parties have not reached a written agreement this shall not affect OMICRON's statutory claims for remuneration. Other changes shall be made independently by OMICRON, in OMICRON's sole, absolute and uncontrolled discretion, taking the interests of the Customer into consideration after having given the Customer prior notice.
- 3.5 OMICRON is entitled to ask for an adjustment of the prices in case the costs of OMICRON for the rendering of the Solution(s) (such as but not limited to cost of labor, rent, fuel) have increased more than 1.5% since the execution of the Individual Agreement or the last price adjustment. Relevant is the increase of the totality of the price components. In case some of the price components increase and other price components decrease a net balance of all price components has to be effected. The increase of the prices is limited to the increase of the totality of the price components. Should the increase of the price due to the price adjustment be higher than 5% the Customer shall be entitled to terminate the Individual Agreement with one month prior notice.
- 3.6 Should the Customer default in timely payment of any amount due hereunder or under an Individual Agreement, the Customer shall compensate OMICRON for all expenses and damages incurred by OMICRON in respect to such default. The default interest due by the Customer shall be at a rate equal to the lesser of one percent (1%) per each month.
- 3.7 The Customer shall have a right of set-off with regard to counterclaims only if the counterclaims are undisputed or recognized by a final and binding court decision. This shall apply analogously to any right of retention of the Customer. The restrictions in this Section 3.7 shall not apply with regard to any counterclaims based on defective Solutions delivered by OMICRON.

### 4 Delivery Dates and Delays

- 4.1 The observance of delivery dates requires that the Customer upholds all of its obligations to cooperate, especially with regard to approvals, the provision of required documents such as manuals, listing all of the operating conditions, provision of data material, and the establishment or approval of the specifications.
- 4.2 The delivery date is met once the service or delivery report or the report regarding the readiness for acceptance (see in section 5) is sent, delivered or handed over to the Customer.
- 4.3 OMICRON shall not be responsible for any delay or non-performance caused by or resulting from any malfunctions, transportation or telecommunications problems, governmental regulation, legislative, administrative or judicial restrictions, labor disputes, strikes, lockouts, war or war-like actions, sabotage, terrorism, civil disturbances or riots, fire, acts of God, road conditions, weather or any other causes beyond the reasonable control of OMICRON. Under such circumstances, any failure by OMICRON to perform any of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages. If the failure to comply with a specified time of service is due to such circumstances, the dates of service/delivery specified in the Individual Agreement shall be postponed by the duration of such circumstances, and any additional response, preparatory and travel periods reasonably necessary as a result of such circumstances. The same shall apply in case any of the circumstances and causes described here above occurs with the supplier or subcontractor of OMICRON.
- 4.4 For installation, commissioning, testing and consulting that takes place in a foreign country, in the event OMICRON has any reasonable concerns regarding safety (including, without limitation, the existence of travel warnings), then OMICRON may in its sole, absolute and reasonable discretion either terminate the Individual Agreement with immediate effect or coordinate a new appointment with the Customer. In case of termination of the Individual Agreement by OMICRON the Customer is not entitled to claim damages from OMICRON unless OMICRON has acted with intent or gross negligence. With regard to Solutions rendered until the termination of the Individual Agreement these Solutions have to be paid by the Customer to the extent that the outcome of the Solutions rendered is utilizable for him.
- 4.5 If OMICRON due to circumstances attributable to OMICRON is in default of delivery the Customer may terminate the Individual Agreement with immediate effect after he has granted OMICRON a grace period of ten days to remedy the default of delivery without success. Further, in case the Customer can demonstrate having suffered actual monetary damages caused by such OMICRON delay, then the Customer may demand compensation for such monetary damages. However, the damages payable by OMICRON hereunder shall not under any circumstances exceed 0.5% of the price for the delayed Solutions for each full week of delay, and the aggregate damages payable by OMICRON hereunder shall not under any circumstances exceed 5% of the order value under the affected Individual Agreement. However, the right of the Customer to prove that the damages suffered are higher shall remain unaffected.

## 5 Acceptance and Delivery

- 5.1 Generally the Solutions to be delivered/rendered by OMICRON do not require an acceptance (Abnahme) by the Customer. However, upon provision of the services the Customer is obliged at its own expense to examine the Solutions rendered/delivered without delay and to inform OMICRON of any defects or wrong deliveries or shortfalls. Hidden defects must be reported to OMICRON immediately after discovery.
- 5.2 In case OMICRON (e.g. with regard to so-called monitoring systems) has to carry out the installation of systems or OMICRON is obliged to deliver a work (Werkerfolg) an acceptance has to take place. With regard to necessary acceptance tests the following shall apply:
- OMICRON shall advise the Customer in time (at least one week notice) of the execution of the acceptance test so that the Customer or its representative can attend.
  - A Final Acceptance Document shall be prepared which shall be signed by both the Customer and OMICRON or by their representatives. Such report shall either state that the acceptance has taken place, or that it has taken place under reservations, or that the Customer has refused the acceptance. In the last two cases, the deficiencies shall be listed in detail in the report.
  - In case of insignificant deficiencies, in particular those which do not substantially hinder the efficient functioning of the Solutions, the Customer shall not be entitled to refuse the acceptance of the supplies or Services and the signature of the Final Acceptance Document. OMICRON shall remedy such deficiencies without delay.
  - In case of important deviations from the Individual Agreement or of serious deficiencies the Customer shall give OMICRON the possibility of remedying these within a reasonable time. Thereafter a further acceptance test shall take place. OMICRON shall be granted at least three opportunities for remedy.
- 5.3 Acceptance shall also be deemed completed
- if the acceptance test cannot be carried out on the date provided for due to reasons beyond OMICRON's control and OMICRON has informed the Customer about such consequences in its advice regarding the execution of the acceptance test;
  - if the Customer refuses the acceptance without being entitled to do so;
  - if OMICRON has informed the Customer with one week prior notice of the date of acceptance and the Customer does not attend the acceptance procedure provided that OMICRON has informed the Customer about the consequences of non attending in its notice regarding the date of acceptance;
  - as soon as the Customer uses the supplied Solutions.
- 5.4 If in the course of the acceptance test important deviations from the Individual Agreement or serious deficiencies appear despite having been rectified three times by OMICRON, the Customer shall be entitled to claim either a price reduction or an indemnity or other compensations from OMICRON, provided this has been agreed before. If however, the deviations and deficiencies appearing during such test are of such importance that they cannot be remedied within a reasonable time and provided the Solutions cannot be used for their specified purpose, or such use is considerably impaired, then the Customer shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not reasonable for the Customer, to terminate the Individual Agreement. In such case OMICRON can be held liable to reimburse the sums which have been paid to it for the parts affected by the termination. Claims for damages shall be compensated pursuant to Section 9.
- 5.5 Deficiencies of any kind in Solutions which do not require an acceptance shall not entitle the Customer to any rights and claims other than those expressly stipulated in Clauses 8 and 9.

## 6 Customer Obligations to Cooperate

- 6.1 The Customer must support the Solutions to be performed by OMICRON by contributing to and participating in the activities that are a part of the Solutions, as and to the extent reasonably requested by OMICRON, including, but not limited to, the following:
- 6.1.1 The Customer must ensure that it is satisfied with the compatibility of the measures required under the Individual Agreement or necessary as part of the performance of the Solutions, both in respect to the element to be installed, as well as the compatibility with the system as a whole.
- 6.1.2 The Customer must ensure that the data required for performance of the Solutions is available in the best possible form. Further, the Customer is responsible to allocate any and all materials etc. required for a proper taking-over test.
- 6.1.3 The Customer must inform OMICRON of any relevant or special facts or circumstances (including, without limitation, with regard to company-specific processes, the subject matter of the order, and any related features).
- 6.1.4 The Customer must conduct data saving and storage, and protect data from malicious software, all in a manner that corresponds to the current state of the art.
- 6.2 Should the Customer despite a grace period set by OMICRON not fulfill the obligations to cooperate as described in Section 6.1 hereof, or should it breach a currently unnamed obligation to cooperate that is nonetheless commercially reasonable under the circumstances, then OMICRON is authorized, at its sole, absolute and uncontrolled discretion, to (i) adhere to the Individual Agreement, but with an unilateral amendment of the service conditions defined in the Individual Agreement (including, without limitation, the time of performance and/or the specification of the service performance substrate), (ii) cancel the performance of the applicable Services, or (iii) terminate the Individual Agreement with immediate effect.
- 6.3 In exercising OMICRON's discretion hereunder in respect to the Solutions, which is hereby acknowledged and agreed to by the Customer, OMICRON shall take the reasonable interests of the Customer into account.
- 6.4 The Customer shall be responsible for compensating OMICRON for wasted expenditures that arise in connection with the fault of the Customer. The right of OMICRON to assert further damages shall not be affected.
- 6.5 For testing done at the site of the Customer or **OMICRON**, the test object shall be made ready for operational disposal for OMICRON.

## 7 Technical documents

- 7.1 Unless otherwise agreed upon, information contained in brochures and catalogues are not binding unless they are an integral part of the Individual Agreement. Data provided for in technical documents are only binding so far as having been expressly stipulated as such.

- 7.2 Each party to the Individual Agreement retains all rights to technical documents provided to the other. The party receiving such documents recognizes these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

## **8 Warranty**

- 8.1 Dimensions, performance specifications and other details concerning the condition of the Solutions are part of the specification (vertragliche Beschaffenheit). They do not establish a representation as to quality which is part of a guarantee. Public advertising announcements/specifications of third parties or of OMICRON are not part of the contractual specifications unless OMICRON concludes a respective agreement with the Customer.
- 8.2 The Solutions of OMICRON meet the requirements of applicable German standards including all applicable EN-norms in force at the time of the execution of the Individual Agreement. Upon delivery of the Solutions which do not require an acceptance the Customer is obliged, at its own expense, to examine the Solutions delivered without delay and inform OMICRON of any defects or wrong deliveries. Hidden defects must be reported to OMICRON in writing immediately after discovery.
- 8.3 The warranty does not cover damages by external influences, improper handling, incorrect operation, normal wear and tear or corrosion.
- 8.4 Small irregularities with regard to the quality or usability do not trigger warranty claims. Further, warranty claims of the Customer are limited to a claim having the defect rectified or to a claim for replacement at the option of OMICRON. OMICRON is entitled to carry-out a reasonable number of rectifications or replacements but at least three for each defect. Should the attempts of rectification or the replacement prove unsuccessful the Customer – irrespective of any damage claims pursuant to Section 9 – has the right to terminate the Individual Agreement or to reduce the price (Minderung).
- 8.5 Claims for defective Solutions become time-barred one year after delivery. Claims for defective Solutions which require an acceptance become time-barred within one year after successful acceptance of the Solutions by the Customer. In case OMICRON produces/delivers incorporeal products (e.g. a individual software) claims for defects become time-barred within one year after the Customer has discovered the defect or has failed to discover the defect due to gross negligence, to the latest two years after acceptance of the incorporeal goods. The aforementioned limitation periods shall not apply as far as the binding statutory limitation periods are longer, if warranty claims are based on deliberate acts of gross negligence on part of OMICRON or in case damage for life, body or health is caused due to defects attributable to OMICRON.
- 8.6 In case the delivered Solution is transported to another place then the Customers' plant mentioned in the Individual Agreement and due to such circumstances the cost connected to rectification and replacement such as transportation, material or labor costs, increase such costs have not to be borne by OMICRON. This restriction shall not apply in case the offsite disposal of the Solutions is in line with the intended use of the goods and this use was agreed upon in the Individual Agreement.
- 8.7 Any rectification or replacement cannot be considered automatically an acknowledgment (Anerkenntnis) of defect by OMICRON unless OMICRON has clearly confirmed to the Customer that OMICRON accepts responsibility for the defect. Any negotiation between OMICRON and the Customer regarding alleged defects will not block the limitation period. Section 203 German Civil Code shall not apply.

## **9 Liability**

- 9.1 The liability of OMICRON is excluded for any damages of whatever kind. This exclusion does not apply
- to damages, which OMICRON has caused deliberately or with gross negligence
  - in cases of minor negligence for damages, which are based on injury to life, body or health and for damages which are provoked by a breach of fundamental contractual obligations by OMICRON (see section 9.2 and 9.3 below). Fundamental contractual obligations are all obligations which are the essence of the Individual Agreement and the fulfillment of which the Customer is relying on and entitled to rely on.
- 9.2 In cases of minor negligent breaches of fundamental contractual obligations the liability of OMICRON – with exclusion of damages due to injury to life, body or health – is limited to typical loss or damage foreseeable for OMICRON at the time of the conclusion of the Individual Agreement or the breach of the obligation.
- 9.3 Claims for compensation for damage against OMICRON for minor negligence pursuant to section 9.1 and 9.2 are excluded if they have not been asserted in court within a period of three months subsequent to the rejection of the claims by OMICRON or its insurers.
- 9.4 The exclusions and limitations in section 9.1 to 9.3 also apply to the liability of OMICRON for its officers, employees and vicarious agents and the personal liability of its officers, employees and persons used by it to fulfill its obligations.
- 9.5 The above exclusions and limitations in sections 9.1 to 9.4 do not apply to claims based on the German Act for product liability.
- 9.6 All claims to compensation for damage on the part of the Customer expire after 1 year subsequent to the Customer's knowledge of its claim, unless the law provides for a shorter limitation period. For claims based on the Statute for Product Liability, the statutory limitation period applies.

## **10 Copyright/Retention of title**

- 10.1 As far as OMICRON is owner of exclusive rights of use with regard to copyrights, patents etc. concerning Solutions of OMICRON the Customer acquires a simple right (einfaches Nutzungsrecht) of use regarding the respective Solutions only upon complete payment of all claims of OMICRON regarding the respective Solutions. The Customer is not entitled to grant sublicenses without the prior written consent of OMICRON.
- 10.2 Delivered goods remain the property of OMICRON until full payment by the Customer to OMICRON of all debts owed by the Customer to OMICRON in connection with the business relationship of the parties.
- 10.3 If and when the secured claims of OMICRON are secured by more than 110% by goods subject to right of retention and/or assignments or by other collateral securities OMICRON shall upon demand of the Customer release security rights up to the aforementioned limit.

## **11 Place of Fulfillment**

Unless specifically stated otherwise in the Individual Agreement, the place of fulfillment for all obligations arising from this contractual relationship shall be the principal office of OMICRON.

## **12 Privacy Policy**

- 12.1 The Customer and OMICRON shall each keep strictly confidential all confidential information received from the other in connection with the Solutions, and neither the Customer nor OMICRON shall disclose such information to any third party except as required by law or as provided in these General Terms or in the General Terms. OMICRON shall be entitled to use Customer's data for any marketing purposes, e.g., providing Customer references.
- 12.2 The Customer acknowledges and agrees that OMICRON may store data from this contractual relationship for the purpose of data processing and provide any such data, to the extent reasonably necessary for the fulfillment of the Individual Agreement, to third parties (i.e. insurance agencies) or to affiliates of OMICRON, or to their respective officers, managers and employees. The Customer further acknowledges and agrees that OMICRON may make use of knowledge gained from the performance of the Services for scientific purposes and for the further development of OMICRON's products.

## **13 Export Control Compliance**

- 13.1 The Customer must comply with all export control regulations applicable to the Customer and OMICRON.
- 13.2 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by OMICRON or its authorized Sales Partners that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The Customer shall undertake its best efforts to ensure compliance with this Section 13 by any third parties further down the commercial chain, including by possible resellers, as well as adequate monitoring activities.
- 13.3 Any violation of this Section 13 shall constitute a material breach of the agreement between Customer and OMICRON, and OMICRON shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) compensation of any damages incurred at OMICRON as a result of non-compliance with this Section.
- 13.4 The Customer shall immediately inform OMICRON about any problems related to compliance with this Section 13. The Customer shall make available to OMICRON information concerning compliance with the obligations under paragraph 13.1 and 13.2 within two weeks of the simple request of such information

## **14 Final Provisions**

- 14.1 Unless stated otherwise, the standard project language between the parties is agreed to be English.
- 14.2 Should one or more provisions of the Individual Agreement, these General Terms or other related agreements between the parties be determined to be illegal, invalid, or unenforceable, in whole or in part, then any such illegal, invalid or unenforceable provision shall not affect the legality, validity or enforceability of the remaining provisions of such Individual Agreement, these General Terms, or such other related agreements. With regard to these General Terms the affected provision(s) shall be replaced by the statutory regulation(s). With regard to the Individual Agreement and other related agreements the affected provision(s) and (ii) shall be replaced with legal, valid and enforceable provisions which are as similar as possible to the terms and intended economic purposes of the original provisions. The Individual Agreement, these General Terms and such other related agreements shall not be construed more favorably for or against either of the parties based upon which party drafted it. Section 14.2 shall apply in case of a gap in these General Terms and/or the Individual Agreement.
- 14.3 In order to avoid misunderstandings, any changes, modifications and amendments to the Individual Agreement must be made in writing in order to be effective. Any waiver of any provisions thereof, including any waiver of any rights or remedies of the parties thereunder, must be in writing to be effective. Any failure, neglect, or delay by a party to at any time enforce any such provisions, rights or remedies (i) will not be construed and will not be deemed to be a waiver of such party's rights, (ii) will not in any way affect the validity of all or any part thereof, and (iii) will not prejudice such party's right to take subsequent actions to enforce such provisions, rights or remedies. Any such changes, modifications, amendments or waivers (i) may be executed in multiple counterparts, which shall collectively constitute a single agreement, and (ii) may be delivered by personal delivery, mail, fax or telecopy, third party delivery service, or as a PDF attachment to an e-mail. Except as otherwise expressly permitted under these General Terms the use of electronic telecommunications, in particular transmission by e-mail, shall not by itself be deemed to constitute a binding change, modification, amendment or waiver, without a mutually agreed writing physically signed by both parties and transmitted or delivered as set forth in the immediately preceding sentence.
- 14.4 For Customers with their seat in Germany the following shall apply: The exclusive place of jurisdiction for any disputes arising from the Individual Agreement between OMICRON and the Customer is the site of OMICRON. However, OMICRON is entitled to sue the Customer at the site of the Customer. For Customers with their seat outside Germany the following shall apply: All disputes arising out of or in connection with the contractual relationship between OMICRON and the Customer shall be settled in accordance with the Arbitration Rules of the International Chamber of Commerce (Paris) in force at the time when one party is calling for arbitration. The arbitration panel shall be composed of three arbitrators. Place of arbitration shall be Hamburg. Language of the arbitration shall be English.
- 14.5 The contractual relationships between OMICRON and the Customer are governed by the laws of Germany. The application of the CISG is not excluded.
- 14.6 In case of contradictions between the English and the German version of the General Terms or any other document of legal relevance, the German version shall prevail. The same shall apply to German terms in brackets in these General Terms.