



CRAIG INTERNATIONAL SUPPLIES GERMANY GmbH PURCHASE ORDER TERMS AND CONDITIONS

These **PURCHASE ORDER TERMS AND CONDITIONS** ("**Terms and Conditions**") shall apply to all Orders covering the rental of goods, the sale of goods, and/or the provision of services which are ordered by **CRAIG INTERNATIONAL SUPPLIES GERMANY GmbH**, a company incorporated in Hamburg, Germany, registered with the commercial register of the local court of Hamburg under registration no. HRB 128240, with business address c/o Esche Schümann Commichau, Am Sandtorkai 44, 20457 Hamburg ("**CISG**").

The Supplier is advised that the goods and services ordered hereunder by CISG are sourced for delivery to third party customers of CISG and that non-performance or performance of obligations of the Supplier contrary to these Terms and Conditions and/or statutory law may lead to indemnity and damage compensation obligations of CISG towards its customer(s).

1 SCOPE

- 1.1 The Special Conditions (if any) set out in an Order – the term Order covers all agreements between CISG and the Supplier, especially purchase contracts, rental agreements and service contracts ("**Order**") – issued by CISG shall take precedence over these Terms and Conditions in relation to that Order.
- 1.2 No terms and conditions endorsed upon, delivered with or contained in any Supplier's quotation – the term Supplier shall cover the seller, lessor, the provider of services and other contractual partners ("**Supplier**") –, acknowledgement, acceptance of an Order, invoice, specification or similar document will be incorporated in the Order and the Supplier waives any rights which it might otherwise have to rely on such terms and conditions.
- 1.3 CISG shall be allowed to amend the Terms and Conditions for future Orders after a written notice to the Supplier.

2 CLOSING OF CONTRACT, WRITTEN FORM

- 2.1 Offers of CISG are non-binding until the contract has been validly concluded.
- 2.2 Within twenty-four (24) hours of receipt of an Order from CISG or an affiliate of CISG, the Supplier shall confirm receipt of and agreement or non-agreement to the Order, or alternatively, Contractor shall commence actions required in providing the goods and/or services to be provided under the Order at which point the Order including these Terms and Conditions, shall be deemed to have been accepted.



2.3 In case the Supplier is a firm/company/salesperson, only the written Order/confirmation of Order of CISG shall be decisive for the content of Orders or agreements, unless the Supplier dissents immediately. A dissent of the Supplier is not sent immediately if not received by CISG within five (5) business days after the Supplier has received the written confirmation of CISG. In case the written confirmation of CISG refers to /confirms Orders that are concluded orally or via telephone, a dissent of the Supplier will not be considered as sent immediately if not received by CISG within one (1) business day after receipt of CISG's confirmation by Supplier. Business days shall be Monday to Friday excluding bank holidays in the city of Hamburg.

2.4 Any changes or amendments of an Order are only valid if confirmed in writing by CISG. This also applies to any change of this Clause 2.

2.5 Terminations or withdrawals shall be valid only if they are transmitted in writing. A transmission via e-mail shall be sufficient.

3 CISG's OBLIGATIONS

CISG shall comply with the Supplier's reasonable operating instructions regarding the goods purchased by a specific Order (sale goods) and/or the rental equipment hired by a specific Order (rental equipment) which are advised to CISG in writing at the time of delivery of the sale goods and/or the rental equipment.

4 SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall perform its obligations under the Order without defects and in accordance with the provisions of the Order as well as the applicable statutes.

4.2 The Supplier agrees to assume responsibility for and shall indemnify CISG from and against any fines or penalties resulting from the Supplier's performance or non-performance of an Order to the extent caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier, including but not limited to foreseeable fines or penalties that CISG has to pay to its customer(s) due to the performance or non-performance of an Order through the Supplier.

5 DEFECTS CORRECTION

5.1 The Supplier warrants that the sale goods/rental equipment are free of defects, suitable for distribution and that its use complies with all applicable statutory provisions, also that no rights of third parties are infringed.

5.2 The statute of limitation is three years. The period begins at the end of the year in which the sale goods/rental equipment has been delivered to the place designated in the Order and in which the sale goods/rental equipment have been approved by CISG.

5.3 In relation to the rights of CISG regarding supplementary performance, withdrawal, reduction of purchase/rental price and compensation, the statutory provisions shall prevail – with the exception of the statute of limitation set out in Clause 5.2.

5.4 The defects correction period for repaired or supplementary provided parts starts at the time the correction is finished.

5.5 CISG shall have the right to remedy minor defects after consultation with the Supplier. The costs of such corrections shall be borne by the Supplier. The further obligations of the Supplier for the corrections of defects remain untouched by the remedy of defects by CISG.

5.6 The costs for the shipment of defective goods/performance back to the Supplier shall be borne by the Supplier.



- 5.7 The defects correction period of spare parts that are ordered at the same time as the main parts and that are labeled in the offer as spare parts starts with the installation of the spare parts if stored appropriately. The limitation period ends three years after the delivery of the main parts or the delivery of the spare parts respectively.
- 5.8 The Supplier is responsible for the performance of its subcontractors to the same extent as for its own performance. The subcontractors of the Supplier are auxiliary persons of the Supplier.

6 TAXES

- 6.1 The Supplier shall pay all tax, duty or charge, including, without limitation any interest or penalty thereon which may be properly and lawfully assessed upon the Supplier or any subcontractor by any appropriate governmental authority upon, or measured by or incidental to the performance of the Supplier's obligations under an Order ("**Tax**") and shall procure the due payment of Tax by any subcontractor.
- 6.2 If the activities in performance of an Order are carried out in the UK Continental Shelf and the UK Territorial Waters, the Supplier shall use reasonable endeavours to obtain an exemption certificate pursuant to paragraph 3, Schedule 7 of the Taxation (International and Other Provisions) Act 2010. If there are any provisions of law allowing for the exemption or reduction of the Tax burden elsewhere the Supplier shall use reasonable endeavours to secure such to the benefit of the CISG.
- 6.3 The Supplier shall indemnify CISG for any payments of Tax made by CISG which are lawfully assessable on the Supplier or any subcontractor (as applicable) together with any cost of compliance. CISG shall be entitled to offset any amounts due from the Supplier under this indemnity from any monies due or which become due to the Supplier.
- 6.4 To the extent that payments to be made under an Order attract Value Added Tax (or any equivalent tax or charge), the proper amount of such Value Added Tax shall be shown as a separate item on the invoices issued by the Supplier. Value Added Tax shall be added to the net Order price as appropriate.

7 INDEPENDENT CONTRACTOR

The Supplier shall perform its obligations under an Order as an independent contractor and not as an employee or agent of CISG. The Supplier shall maintain complete control over its employees and subcontractors.

8 INSURANCE

- 8.1 The Supplier shall procure and maintain and shall also ensure that its subcontractors procure and maintain during the period of performance of the Order, the following insurances as a minimum:
- (a) Employer's Liability Insurance which complies with all applicable legislation to the minimum value required by any applicable legislation including without limitation extended cover (where required) for working offshore but in any event for no less than five million Euro (EUR 5,000,000); and
 - (b) General Third Party Liability Insurance covering the operations of the Supplier in the performance of the Order, in an amount not less than one million Euro (EUR 1,000,000) for any one incident or series of incidents arising from one (1) event; and
 - (c) Where relevant to the work, Comprehensive Liability Automobile/Motor Insurance in an amount not less than five million Euro (EUR 5,000,000) for any one occurrence for damage to property and death of or injury to persons, or such greater amount as required by applicable jurisdiction; and
 - (d) All Risk Insurance in respect of all equipment to be furnished by the Supplier for or in connection with



the Work, with a limit of not less than the full replacement value.

- 8.2 All insurances shall be placed with reputable and substantial insurers satisfactory to CISG and shall for all insurances (including without limitation insurances provided by subcontractors) other than Employers' Liability Insurance and workmen's compensation be maintained at levels sufficient to cover the extent of the liabilities assumed by the Supplier under the Order, and to include CISG, its customers, its and their co-venturers, its and their respective affiliates as additional assureds.
- 8.3 The Supplier's insurances shall be endorsed to provide that the underwriters waive any rights of recourse including without limitation in particular subrogation rights against CISG, its customers, its and their respective co-venturers, and its and their respective affiliates to the extent such rights of recourse against CISG, its customers, its and their respective co-venturers, and its and their respective affiliates exist under the governing law of the insurance policy.
- 8.4 The Supplier shall supply CISG with evidence of such insurances on demand.
- 8.5 The Supplier shall procure that subcontractors are insured to appropriate levels as may be relevant to their work.

9 HEALTH, SAFETY AND ENVIRONMENT

The Supplier shall comply with (and shall ensure that all of its subcontractors comply with) all of CISG's safety rules and procedures which are intimated to the Supplier in writing.

10 FORCE MAJEURE

- 10.1 Neither CISG nor the Supplier shall be responsible for any failure to fulfill any term or condition of the Order if and to the extent that fulfillment has been delayed or temporarily prevented by a force majeure occurrence as hereinafter defined, which has been notified in accordance with this Clause 10 and which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.
- 10.2 For the purposes of the Order only the following occurrences shall be force majeure:
- (a) riot, war (whether war be declared or not), acts of terrorism, civil war, insurrection of military or usurped power;
 - (b) earthquake, flood and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
 - (c) strikes at a national level or industrial disputes at a national level, but excluding any strike or industrial dispute which is specific to the Supplier or the delivery of the work;
 - (d) confiscation or expropriation on the orders of any local or other duly constituted authority.
- 10.3 In the event of a force majeure occurrence, the party that is or may be delayed in performing the Order shall notify the other party without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
- 10.4 Save as otherwise expressly provided in the Order, no payments of whatever nature shall be made in respect of a force majeure occurrence.
- 10.5 Following notification of a force majeure occurrence in accordance with Clause 10.3, CISG and the Supplier



shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

11 DELIVERY/DELIVERY DATE/TRANSPORT/PASSING OF RISK AND PACKAGING

- 11.1 Delivery of any sale goods or any rental equipment to be supplied under an Order shall be made to the location specified in the Order or such other alternative location agreed in writing between the parties. If the sale goods/rental equipment is delivered to another place due to a circumstance the Supplier is responsible for, all costs that are related to the replacement of those objects shall be borne by the Supplier. Dates quoted for delivery of the sale goods, delivery of the rental equipment or completion of any services are final and binding. In case of any delays, the Supplier shall inform CISG immediately in writing including the reasons for the delay. Even if the performance under the Order is only definable, the Supplier is in default when the latest definable time of delivery has passed.
- 11.2 The type and route of shipment of any sale goods and/or any rental equipment shall be agreed in writing between the parties.
- 11.3 The Supplier shall be liable for all costs relating to packaging the sale goods and/or the rental equipment.
- 11.4 The cost and the risk of the delivery of the sale goods and/or the rental equipment shall be borne by the Supplier unless the parties agree otherwise in writing. This shall also apply where the delivery is conducted by CISG. If CISG conducts the delivery itself, any delivery insurance shall be borne by the Supplier. The Supplier in that case shall name CISG as assignee.
- 11.5 The Supplier shall be responsible for obtaining all and any necessary import and/or export licences or permits necessary for the entry of the sale goods and/or the rental equipment into any country for their delivery to the designated location. The Supplier shall be responsible for payment and/or discharge of any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and delivery of the sale goods and/or the rental equipment.
- 11.6 If the Supplier culpably fails to deliver the sale goods/rental equipment at the agreed time, CISG shall have the right to:
- (a) refuse the acceptance of the sale goods/rental equipment without setting another delivery deadline and claim damages for delay.
 - (b) claim a contractual penalty of 0.2% of the net value of the Order (without VAT) per day, however limited in total to a maximum to 5.0% of the net value of the Order (without VAT).

All statutory claims of CISG remain unaffected. Especially the right to terminate the Order due to late delivery and the right to claim compensation for damages that exceed the contractual penalty remain unaffected. CISG has the same rights in the case of partial shipments. CISG shall have the right either to refuse the acceptance of the whole shipment or of any partial shipment only. The acceptance of one partial shipment does not obligate CISG to also accept further partial shipments.

- 11.7 The liability for damages of the Supplier especially includes any damages that are related to additional expenses due to covering purchases, additional freight charges and/or production downtime. CISG reserves the right to claim damages exceeding the aforementioned damages.



12 TERMINATION

- 12.1 CISG may, where the Supplier is in default hereunder at no liability to CISG or otherwise at its absolute discretion, terminate all or any part of an Order at any time by notice in writing to the Supplier.
- 12.2 Where the Supplier is not in default hereunder, in case CISG notifies the Supplier that it wishes to terminate an Order already placed with the Supplier due to the termination of that Order by the customer(s) of the Supplier, the parties shall discuss in good faith measures to mitigate the damage to the Supplier, e.g. by postponing the Order or by selling/providing the subject of the Order to a third party.
- 12.3 If CISG terminates an Order pursuant to Clause 12.1 due to the default of the Supplier, the following conditions shall apply:
- (a) the Supplier shall cease to be entitled to receive any money or monies on account of the Order until the costs of completion and all other costs arising as a result of the Supplier's default or other events giving rise to the termination have been finally ascertained;
 - (b) thereafter and subject to any deductions that may be made under the provisions of the Order, the Supplier shall be entitled to payment as set out in the Order for the part of the Work completed in accordance with the Order up to the date of termination; and
 - (c) any additional costs reasonably incurred by CISG as a direct result of the Supplier's default or other events giving rise to termination shall be recoverable from the Supplier. CISG shall be entitled to offset any amounts due from the Supplier under this Clause 12.3(c) from any monies due or which become due to the Supplier.
- 12.4 Termination of an Order shall be without prejudice to the Supplier's obligations which were in existence prior to termination.

13 TITLE

Title in any sale goods to be supplied hereunder to CISG shall pass to CISG upon delivery of the sale goods to the designated location. Any retention of title in extended form or related to the balancing of all currently open claims of the Supplier (not just the claims arising out of the relevant Order) is excluded. Any deviating rules in general terms and conditions, confirmation of Order, delivery note or bills of the Supplier have no legal effect – with and even without an objection of CISG.

14 PATENTS AND OTHER PROPRIETARY RIGHTS

- 14.1 Where any potential patent or registrable right in any country in the world results from:
- (a) developments by the Supplier, its subcontractors, its and their affiliates, its and their respective directors, officers and employees (including without limitation agency personnel) which are based wholly on data, equipment, processes, substances and the like in the possession of the aforementioned at the date of the Order or otherwise produced outside the Order; or
 - (b) enhancements of or in the existing intellectual property rights of the aforementioned;

such rights shall vest in the Supplier or another company within the aforementioned as the case may be.



- 14.2 Where any potential patent or registrable right in any country in the world results from:
- (a) developments by CISG, its customers, its and their respective co-venturers, its and their respective affiliates and its and their directors, officers and employees (including without limitation agency personnel) which are based wholly on data, equipment, processes, substances and the like in the possession of the aforementioned at the date of the Order or otherwise produced outside the Order; or
 - (b) enhancements of or in the existing intellectual property rights of the aforementioned;
- such rights shall vest in CISG, its affiliates or co-venturers as the case may be.
- 14.3 Except as provided in Clauses 14.1 and 14.2, where any potential patent or registrable right in any country in the world arises in relation to the Order and is invented during the term of the Order, such rights shall vest in CISG.
- 14.4 The Supplier shall save, indemnify, defend and hold harmless CISG, its customers, its and their respective co-venturers, its and their respective affiliates and its and their directors, officers and employees (including without limitation agency personnel) from all claims of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right, arising out of or in connection with the performance of the obligations of the Supplier under the performance of the Order.
- 14.5 The Supplier hereby assigns (and shall also procure that its subcontractors, its and their affiliates, its and their respective directors, officers and employees (including without limitation agency personnel) shall assign) any copyright created pursuant to an Order. The Supplier unconditionally and irrevocably waives (and shall procure that its subcontractors, its and their affiliates, its and their respective directors, officers and employees (including without limitation agency personnel) unconditionally and irrevocably waives) all moral rights arising anywhere in the world in all work so far as is legally possible. To the extent that such moral rights may not legally be waived, the Supplier agrees that it will not (and will also procure that no subcontractors, its and their affiliates, its and their respective directors, officers and employees (including without limitation agency personnel) shall) assert such rights.

15 ASSIGNMENT, SET-OFF AND SUBCONTRACTING

- 15.1 The Supplier shall only be entitled to a set-off or to raising the right of lien if the counterclaim is undisputed or established as final and absolute. The right of lien shall be limited to claims that are based upon the same Order. The Supplier agrees not to assign or transfer any Order in whole or in part, except with the prior written consent of CISG.
- 15.2 The Supplier shall not subcontract the whole of the work. The Supplier shall not subcontract any part of the work without the prior written approval of CISG. Before entering into any subcontract, CISG shall be given an adequate opportunity to review the form of subcontract, the choice of subcontractor, the part of the work included in the subcontract and any other relevant details requested by CISG.
- 15.3 Each subcontract shall expressly provide for the Supplier's unconditional right of assignment of the subcontract to CISG in the event that CISG terminates the Order or any part of the work.
- 15.4 No subcontract shall bind or purport to bind CISG, its customers, its and their respective co-venturers, its and their respective affiliates. The Supplier shall however ensure that any subcontractor shall observe and comply with the provisions of the Order. The Supplier shall be responsible for all work, acts, omissions and defaults of any subcontractor as fully as if they were work, acts, omissions or defaults of the Supplier.



16 PAYMENT AND PRICES

- 16.1 The Supplier shall invoice CISG on a monthly basis. Payment of undisputed amounts shall be made within thirty (30) days after receipt of the Supplier's correct invoice. Disputed items shall be resolved without delay and any amounts agreed to be payable shall then be settled promptly. Interest for the late payment of any correctly prepared invoices shall be charged at a rate that is equal to the then current Refinancing Rate of the European Central Bank.
- 16.2 The price as stated in the Order as confirmed by CISG shall be the price agreed between the parties. All prices are set out in EURO free delivery, that means including all transportation costs, for example packaging, freight, insurances and customs. Statutory Value Added Tax shall be added and calculated separately unless the confirmation of the Order provides otherwise.

17 RECORDS AND AUDITS

The Supplier shall maintain true and correct records in connection with the Order and shall retain all such records for at least seventy two (72) months after completion of the Order. CISG may from time to time and at any time after the date of the Order until seventy two (72) months after performance of the Order, upon reasonable prior written notice to the Supplier, make an audit and inspection of all records held by the Supplier in connection with the specific Order (including without limitation compliance with Clause 21.2).

18 PROTECTIVE EFFECT OF ORDER

The parties agree that the protective effect of all contractual provisions between them is limited to CISG and the Supplier. Except for mandatory statutory provisions, no third party shall be entitled to make claims out of contractual provisions concluded between CISG and the Supplier.

19 CONFIDENTIALITY AND DATA PROTECTION

- 19.1 The Supplier agrees to hold strictly confidential and not (without the prior written consent of and in accordance with any conditions imposed by CISG) to disclose to any third party any information provided by CISG, its customers, its and their respective co-venturers, its and their respective affiliates and its and their directors, officers and employees (including without limitation agency personnel) for a period of 5 years following completion of the performance of the Order.
- 19.2 Clause 19.1 shall not apply: (a) where the information was in the public domain before it was furnished to the Supplier or, after it was forwarded to the Supplier, entered into the public domain otherwise than as a result of a breach by the Supplier, its subcontractors, its and their affiliates, its and their respective directors, officers and employees (including without limitation agency personnel) of this Clause; or (b) where disclosure is necessary in order to comply with an order of a court or administrative body of competent jurisdiction, applicable legislation or regulatory requirements.
- 19.3 The Supplier shall ensure that the provisions of this Clause 19 are incorporated in any subcontract and that the directors, officers, employees and agents of the Supplier and of any subcontractors comply with the same.
- 19.4 CISG shall have the right to – in accordance with the German Federal Data Protection Act – edit, execute and store all data received from the Supplier or any third party related to the business of the parties either on its own devices or by third parties.



20 ENTIRE REPRESENTATION

Once agreed an Order supersedes all prior agreements, understandings and commitments, whether oral or in writing between the parties concerning the subject matter. The right of CISG to require strict performance will not be affected by any previous waiver or course of dealing.

21 GENERAL

- 21.1 Should any provision of these Terms and Conditions be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties agree that the statutory provisions shall prevail. In no case shall the general terms and conditions of the Supplier replace the invalid provision.
- 21.2 The Supplier and CISG shall each respectively comply with all applicable laws, rules, regulations, decrees and/or official governmental orders of the United Kingdom and any other applicable jurisdiction in relation to anti-corruption and anti-bribery requirements. Any breach of this obligation shall constitute a material breach of the Order and shall entitle CISG to terminate the Order.
- 21.3 CISG has the right to issue instructions to the Supplier at any time to make any variations to the work which are within the capability and resources of the Supplier. The Supplier shall proceed immediately as instructed.
- 21.4 Any adjustment to the contract price resulting from any variation shall be valued at the appropriate rates and prices included in the Order or, in the absence of any appropriate rates and prices, a fair valuation shall be made. CISG is only obliged to pay additional contract prices if the Supplier has informed CISG in writing before the variation is undertaken.
- 21.5 The Supplier shall grant CISG and its customers, its and their respective co-venturer's and its and their respective affiliates free and uninterrupted access to a worksite at all times, subject to any rules and regulations in force at the worksite at the time of the visit.

22 LIMITATION OF LIABILITY

- 22.1 For damages that are caused by willful intent or gross negligence or injuries to life, body and health CISG's liability shall be governed by the applicable statutory regulations.
- 22.2 In case of negligent breach of an essential duty of the contract (essential for the scope of the contract and of a nature the customer could trust in) CISG's liability shall be governed by the applicable statutory regulations, however limited to the refund of typical and foreseeable damages.
- 22.3 Regarding all other situations, the Supplier's claims for compensation of any direct or indirect damages – irrespective of the cause of action upon which such claim is based, including without limitation a breach of pre-contractual duties or tortuous conduct – shall be excluded. However, any statutory liability, which is based on the absence of a quality guaranteed by CISG, for fraudulently concealed defects or due to the German Products Liability Act, shall remain unaffected thereby.



- 22.4 All claims for damages of the Supplier against CISG shall become time-barred within one year after receipt of the goods. This shall not apply (a) in the case of willful intent or fraudulent concealment of the defect, (b) in the case of non-compliance with any guarantee of quality given by CISG or (c) in the case of an item which has been used in line with its customary use in a building structure and has caused the building structure to be defective. Nor shall the period of one year apply to claims for defects where the claim is based on gross negligence or on personal damage or injury or tort. This shall be without prejudice to the statutory provisions relating to limitation periods for recourse claims under Section 479 of the German Civil Code or limitation and exclusion periods under the German Product Liability Act. All other claims for damages shall become time barred two years beginning with the time at which the Supplier became aware or should have become aware of the circumstances on which the claim is based and of the person who caused the damage. But in no case later than five years after the event that triggered the damage. The foregoing sentence shall not apply to cases of premeditation, malicious intent, and gross negligence on part of CISG, to personal injuries and to cases of tort and to liability pursuant to the German Product Liability Act.
- 22.5 The foregoing limitations of liability shall also apply to any claims for compensation or damages of the Supplier against the legal representatives, employees and other agents of CISG.

23 SUSPENSION

- 23.1 CISG may by notice to the Supplier, suspend the work or any part thereof to the extent detailed in the notice, for any of the following reasons:
- (a) in the event of some default on the part of the Supplier;
 - (b) if the suspension is necessary for the proper execution or safety of the work or persons; or
 - (c) to suit the convenience of CISG.
- 23.2 Upon receipt of such notice, the Supplier shall unless instructed otherwise:
- (a) discontinue the work or the part of the work detailed in the notice on the date and to the extent specified; and
 - (b) properly protect and secure the work.
- 23.3 Unless the suspension arises as a result of default on the part of the Supplier, the Supplier shall be reimbursed in accordance with the relevant provisions of the Order.
- 23.4 If suspension results from default on the part of the Supplier, any additional costs reasonably incurred by CISG as a direct result shall be recoverable by CISG from the Supplier and CISG may withhold any payment otherwise due to the Supplier during the period of suspension.
- 23.5 CISG may, by further notice, instruct the Supplier in writing to resume the work to the extent specified.
- 23.6 In the event of any suspension, CISG and the Supplier shall meet at not more than seven (7) day intervals with a view to agreeing a mutually acceptable course of action during the suspension.

24 PLACE OF EXECUTION, FORUM, GOVERNING LAW

- 24.1 Place of performance for all obligations connected with the commercial relationship or any and all individual contract/s shall be the place of delivery. The place of business of CISG shall be the place of performance for all payment/s.



- 24.2 Hamburg shall be the exclusive place of jurisdiction. However, CISG shall be entitled to sue the Supplier not only in Hamburg but also at the Supplier's place of business. This shall also apply to disputes in matters concerning legal documents, bills of exchange and cheques. This choice of forum shall apply only to Suppliers who are enterprises/merchants, legal entities under public law or special funds under public law.
- 24.3 The law of the Federal Republic of Germany shall be solely applicable to the contractual relations with the Supplier. Application of the United Nations Convention on the International Sale of Goods (CISG - "Wiener Kaufrecht") dated 11 April 1980 shall be excluded.