RENK GmbH – Terms and Conditions of Service (Germany)

I. Conclusion of contract, general

1. These Terms and Conditions together with any other separate contractual agreements made shall govern any and all services performed by RENK GmbH (hereinafter referred to as "RENK") on site and/or in the RENK plant in the form of inspections, overhauls, repairs, installation work and/or commissioning services (hereinafter referred to as "Service" or "Services"). Any conflicting terms and conditions of purchase of the Customer shall not become part of the contract even if RENK accepts a related order.
2. These Terms and Conditions shall also apply to any future business transactions with the Customer.
3. These Terms and Conditions shall only apply to transactions with business enterprises, public-law entities or special funds under public law which have their registered office in the Federal Republic of Germany. For purchasers with registered offices outside the Federal Republic of Germany, the "Terms and Conditions of Service (International)" shall apply.
4. Any orders placed over the telephone shall be promptly confirmed by the Customer by a subsequent written order.
5. If an undisputed written acknowledgment of an order is available, this shall define the contents of the contract and the scope of the Services.
6. If the part or component that is the object of the Services (hereinafter referred to as the "Serviced Object") was not supplied by RENK, the Customer shall inform RENK about any existing industrial property rights in the Serviced Object; the Customer shall indemnify RENK for and against any claims asserted by third parties under such industrial property rights unless RENK is at fault for the related infringement.
7. The Customer covenants to treat any and all commercial and technical details that are not common knowledge and are disclosed to the Customer as part of the business relationship (hereinafter referred to as "Confidential Information") confidentially. The Customer shall inform RENK without undue delay about any loss, unauthorized publication or use of Confidential Information (e.g. as part of an information security incident) or any other violation of the confidentiality obligation and shall reasonably assist RENK in the recovery and prevention of any further distribution of the Confidential information.
   RENK undertakes not to disclose any information and/or documents designated as confidential by the Customer to any third party unless with the Customer's prior consent.

II. Price, payment, taxes

1. RENK may demand a reasonable advance payment upon conclusion of the contract.
2. Services shall always be billed as agreed. Unless agreed otherwise, RENK may demand progress payments for self-contained parts of Services performed in compliance with the contract (e.g. after assignment of a service technician or after the initial inspection of a Serviced Object to determine its condition).
3. Unless agreed otherwise, Services performed shall be charged on a time and material basis. Installation and commissioning services shall be invoiced based on the applicable rates and conditions for field services.
4. The invoice for the Service shall separately state the prices of parts, materials and special services used and the prices of labour as well as the travelling and transport expenses. If a Service is performed based on a binding cost estimate, a reference to the cost estimate shall be sufficient, and only departures from the scope of the Service shall be identified separately.
5. Unless agreed otherwise, all payments shall be due and payable in euros without any deduction and free of charge into a bank account of RENK so as to be received within thirty (30) days of the date of the invoice.
6. Any correction of an invoice by RENK and any complaint about an invoice by the Customer shall be made in writing within four weeks after receipt of the invoice.
7. Taxes
   (a) Save as agreed otherwise, prices are stated net of statutory turnover tax, sales tax, value-added tax or other similar taxes (hereinafter referred to as "turnover tax or similar taxes"). Any payable turnover tax or similar taxes shall be added to the prices. This shall not apply if the Customer is legally liable to pay the turnover tax or similar taxes and/or the reverse charge process is applicable.
   If the Customer's national legislation demands the application of the reverse charge procedure or any other simplified procedure which obliges the recipient of a supply or service to self-assessment or the withholding of turnover tax or similar taxes, the Customer shall be obliged to make such self-assessment and/or withholding and to pay the respective amount over to the competent fiscal authorities within the periods allowed. If the application of the reverse charge procedure or any other procedure is optional, RENK will inform the Customer whether or not such a procedure is to be applied.
   The Customer shall support RENK to the best of the Customer's ability in obtaining a tax exemption and/or satisfying the conditions of zero-rating. Upon RENK's request, the Customer shall transmit to RENK all documents requested by RENK in this context within 14 calendar days (for instance, exemption certificates for supplies, evidence of intra-EU delivery or export certificates).
   If RENK is obliged to pay turnover tax or similar taxes under this item due to the Customer's failure to comply with its duties, the Customer shall reimburse RENK for such turnover tax or similar taxes, unless the Customer is not responsible for the violation of this duty.
   (b) The Customer and RENK shall each be responsible for the payment of their own taxes on income.
   (c) Payments subject to tax withheld at source shall be governed by the following stipulations:
   If the Customer is legally obliged to withhold taxes from the payment to be made to RENK in the name and on behalf of RENK and to pay the same over to the local fiscal authority, the Customer shall be responsible for complying with this obligation. If the Customer fails to comply with this obligation and fails to withhold and pay such tax over to the fiscal authorities in whole or in part, the Customer shall compensate RENK for any loss resulting from a subsequent tax claim, unless the Customer is not responsible for the violation of this duty.
   RENK shall be responsible for satisfying the formal conditions of a possible reduction of the withholding tax rate (if applicable down to zero-rating). Any required applications and residence certificates shall be provided by RENK. The Customer shall support RENK to the best of its ability in obtaining a reduction of the withholding tax (if applicable down to zero-rating).
   If (i) a double taxation agreement ("DTA") exists between Germany and the country of residence of the Customer or the country in which the activities are carried out by RENK and (ii) the conditions for a reduction of the withholding tax (if applicable down to zero-rating) are satisfied under the applicable DTA, the Customer may only retain the maximum withholding tax amount specified by the applicable DTA from the payments to RENK.
   If the conditions under (i) and (ii) are not satisfied, the Customer may only withhold the withholding tax at the rate applicable under the national law of the country of residence of the Customer or the country in which the activities by RENK are carried out and shall pay the same over to the local fiscal authorities in the name of RENK and in a timely manner.
   The Customer shall promptly send RENK a proper tax certificate on the transfer of the tax withheld at source in RENK's name.
   If the proper tax certificate is not sent or is not sent in due time, the Customer shall bear any and all tax disadvantages resulting for RENK from the omitted or delayed sending of the official tax certificate, unless the Customer is not responsible for the violation of this duty.
8. The Customer may not withhold any payment by reason of any counterclaims it may have against RENK if these counterclaims are disputed by RENK.
9. The Customer may not set off any counterclaims it may have against RENK from other legal relations if these counterclaims are disputed by RENK.

III. Indication of costs, cost estimate

1. Whenever possible, the estimated price of the Service to be performed shall be indicated to the Customer at the conclusion of the contract as part of a cost estimate; otherwise, the Customer can set cost limits.
   If the Service cannot be performed at these costs or if RENK during the performance of the Service considers additional work necessary, the Customer's consent shall be required if the stated costs are exceeded by more than 15%.
2. If the Customer wishes to receive a cost estimate with binding prices prior to the performance of the Service, the Customer shall expressly demand the same. Unless agreed otherwise, any such cost estimate shall only be binding if submitted in writing. Any such cost estimate shall be subject to a fee. The work and services performed for the submission of the cost estimate shall not be invoiced to the customer if the related Service is ordered.
3. The provision of Services relating to the Serviced Object is subject to technical and economic feasibility. Due to the initial condition of the Serviced Object, which was unknown to RENK or could not be fully determined at the time of contract conclusion, it may become apparent during the course of the work that the provision of the Services is not possible or is possible only at disproportionate expense. In this case, RENK shall be entitled to refuse further performance of the contract and to suspend the Services in whole or in part. The Customer shall not be entitled to completion.
4. The work and services performed for the submission of a cost estimate and other effort that can be demonstrated to have been made (trouble-shooting time and time assessing serviceability or repairability counting as working hours) shall be invoiced to the Customer, even if the Service cannot be performed for reasons for which RENK is not responsible, in particular because the claimed defect does not appear during the inspection, spare parts are not available, the Customer has failed to keep the agreed appointment for reasons within the Customer's responsibility, the contract has been terminated during the period of performance, or the Customer has not placed an order after receiving the cost estimate. The Serviced Object shall only be restored to its original condition if the Customer expressly demands the same and in that case RENK shall be reimbursed for the related costs, unless the work and/or services carried out had been unnecessary.

IV. Cooperation and technical assistance by the Customer in the performance of Services outside the RENK plant

1. The work records presented by the RENK personnel performing the Services including the details of the performed work shall be confirmed by the signature of an authorized person if possible on a daily basis but in any case at least on a weekly basis.
2. The Customer shall at its own expense support the RENK personnel in the performance of the Services.
3. The Customer shall take the special precautions required to protect people and objects at the site. The Customer shall also inform the RENK personnel working on site about any special safety regulations and special hazards to the extent these are relevant for the RENK personnel working on site. The Customer shall inform RENK about any violations of such safety regulations by RENK personnel working on site. In case of serious violations, the Customer may refuse the violating RENK employee the access to the site.
4. The Customer shall at its own expense assist RENK in obtaining the required permits for entering the country and staying at the site for the performance of the Services.
5. The Customer shall at its own expense provide technical assistance, including but not limited to:
   (a) provision of the required suitable helpers (fitters and other skilled personnel, labourers) in the number and for the time as required for the performance of the Services; the helpers shall follow the instructions given by the RENK personnel working on site. RENK does not accept any liability for the helpers. If helpers cause a defect or damage as a result of instructions given by the RENK personnel working on site, the provisions of sections IX and X shall apply accordingly.
   (b) carrying out all building, foundation and scaffolding work including the procurement of the required building materials
   (c) provision of the required fixtures and heavy tools as well as the required daily needs and supplies
   (d) provision of heating, lighting, operating power, water, including the required connections
   (e) provision of required dry and lockable rooms for storing the tools of the RENK personnel working on site
   (f) protection of the site and the materials required to perform the respective Service against harmful effects of any kind, cleaning of the site
   (g) provision of suitable day rooms and workrooms protected against theft (with heating, lighting, washing facility, sanitary facilities) and first aid for the RENK personnel working on site
   (h) provision of materials and performance of all acts required to adjust the Serviced Object and perform a test and/or trial as provided for in the contract.
6. The technical assistance by the Customer shall ensure that the repair can be started immediately upon the arrival of the RENK personnel working on site and can be performed without delay until the acceptance by the customer; any waiting time of the RENK personnel working on site which is the Customer's responsibility shall be payable as working time of the RENK personnel working on site. If any special drawings or instructions by RENK are required, RENK shall make the same available to the Customer in time.
7. If the Customer fails to perform its duties, RENK shall, after a set time has lapsed without effect, be entitled but not obliged to perform the acts that are the Customer's obligation on behalf and for the account of the Customer. In all other respects, any statutory rights and claims of RENK shall remain unaffected.

V. Transport and insurance in case of repair at the RENK plant

1. Unless agreed otherwise in writing, any transport requested by the Customer of the Serviced Object to and from the RENK plant, including any packaging and loading as required, shall be performed for the Customer's account. In all other cases, the Customer shall at its own expense deliver the Serviced Object to RENK and fetch the Serviced Object from RENK after the Service has been performed.
2. The transport risk shall be borne by the Customer.
3. At the Customer's request, the transport to the RENK plant, and if so requested also the transport back to the Customer shall be insured for the Customer's account against the insurable transport perils such as theft, breakage, fire.
4. While the Serviced Object is in the RENK plant, it is not covered by insurance. Maintaining any existing insurance cover of the Serviced Object e.g. under a fire, water pipe damage, storm, or machinery breakdown insurance policy shall be the Customer's responsibility. Insurance cover for these perils will only be purchased upon the express request and for the account of the Customer.
5. If the takeover by the Customer is delayed, RENK may demand payment of a storage charge. At RENK's discretion, the Serviced Object may also be stored elsewhere. The storage shall be at the risk and for the account of the Customer.

VI. Remote Services

1. As may be agreed in the Contract, RENK may, under the Contract, be obliged to provide technical services to the Purchaser using telecommunication networks in the form of advice and instructions on activities of the Purchaser or persons acting on behalf of the Purchaser at a remote location e.g. for commissioning, inspection, repair and overhaul („Remote Services"). Unless explicitly agreed otherwise, the sole responsibility for the correct performance of the aforementioned activities on site shall remain with the Purchaser and the performance of the Remote Services shall only be aimed at enabling the Purchaser and the persons acting on its behalf to perform these activities.
2. During Remote Services, the Purchaser must follow any instructions given by RENK and carry out manual steps or other interventions on the Products strictly as per RENK's instructions. The assessment of any dangers arising on site is incumbent on the Purchaser alone. The latter shall ensure that any work safety instructions are complied with at all times.
3. RENK shall perform its activities based exclusively on the information provided by the Purchaser and may rely on the correctness and completeness thereof, especially with regard to correctly grasping the situation on site.
4. Purchaser shall provide professionally trained and technically sufficiently qualified personnel who is able to communicate with RENK in German or English in the course of RENK providing Remote Services. Where a translator is needed, Purchaser shall ensure that such translator is knowledgeable of the respective technical terminology as well.
5. For the performance of the Remote Services, Purchaser shall provide and maintain a permanently stable and undisturbed data connection, which is protected against access by a third party. Purchaser shall strictly adhere to any further technical system requirements specified by RENK.
6. If the Purchaser fails to comply with its duties to cooperate or to adhere to any instructions issued by RENK, RENK shall be released from its obligation to provide its services and any liability of RENK for damages arising therefrom shall be excluded.
7. Any liability of RENK for damages being attributable to incorrect and/or unauthorized acts of, as well as incorrect and incomplete information provided by the Purchaser shall be excluded.
8. Any data and further information exchanged between the Parties in the course of the provision of Remote Services may only be used for the performance of the Remote Services. No licenses or other rights of any kind, in particular to patents, software, know-how, trademarks or copyrights, shall be granted to the Purchaser, unless expressly agreed otherwise.

VII. Deadlines for performance, delay in performance

1. Any dates or deadlines indicated for the performance of Services are estimates and therefore are not binding.
2. The Customer can only demand agreement of a binding deadline for the performance of the Services, which must be designated as such, after the scope of the work has been defined in detail.
3. Any binding deadline shall be deemed kept if the Serviced Object is ready for takeover by the Customer or, if a trial has been contractually agreed, ready for such trial, before the deadline has expired.
4. In case of subsequently placed additional orders or order extensions or in case of necessary additional Services, the agreed deadline for the performance of the Services shall be extended accordingly.
5. If the performance of a Service is delayed due to measures taken as part of industrial disputes, including but not limited to strike and lockout, or the occurrence of circumstances for which RENK is not responsible, the performance period shall be extended appropriately to the extent it can be demonstrated that these impediments have a significant influence on the completion of the Service.
6. If in the reasonable assessment by RENK, the security and/or protection of the RENK personnel is threatened by circumstances prevailing at the site where a Service is performed, such as acts of God, political unrest, centres of crisis, hostilities, civil war, war (whether declared or not), war-like events, epidemics, acts of terrorism or the risk of the same or any other circumstances that present or may present a threat to life and limb or the health of the RENK personnel, the performance period shall likewise be extended appropriately to the extent it can be demonstrated that these impediments have a significant influence on the completion of the Service. Any such threat shall be deemed to exist especially in such areas for which the German Foreign Office has issued a travel warning.
7. If RENK is in default and the Customer suffers a loss as a consequence, the Customer may demand liquidated damages for the default at a rate of 0.5% for each full week of default up to a maximum of 5% of the contract value of the Service for that part of the Serviced Object that as a result of the delay cannot be used in time.
   If after the expiry of a binding deadline for the performance of the Service, the Customer sets RENK an appropriate time limit for performance – taking account of the statutory exceptions – and this time limit is exceeded, the Customer may terminate the contract subject to the statutory regulations. Upon RENK's request, the Customer shall state within a reasonable time whether or not it intends to make use of its right to terminate the contract.
   Any other claims resulting from a default shall be governed exclusively by the provisions of section X. 4 of these Terms and Conditions.

VIII. Acceptance

1. The Customer shall perform the acceptance of the Service as soon as the Customer has been notified that the Service has been completed and, if so agreed in the contract, a trial of the Serviced Object has been carried out. If the performance of the Service proves not to be in conformity with the contract, RENK shall be obliged to rectify the defect, unless the defect is immaterial for the Customer's interests or is due to a circumstance for which the Customer is responsible. The existence of an immaterial defect shall not entitle the Customer to refuse acceptance.

2. If the acceptance is delayed without RENK's fault, acceptance shall be deemed made at the end of two weeks after the notice of completion of the Service.
3. Upon acceptance, RENK's liability for apparent defects shall end, unless the Customer reserves the right to assert a claim for a defined defect.

IX. Reservation of title, extended pledge

1. RENK reserves the title to all accessories, spare parts and replacement units used until receipt of all payments under the contract for the performance of the Services. RENK and the Customer may also enter into further security agreements.
2. For RENK's claim under the contract for the performance of the Service, RENK shall have a right to pledge any Serviced Object of the Customer that came into RENK's possession as a result of the contract. The right to pledge may also be exerted because of claims arisen for previously performed work, previous spare parts deliveries or previous other services to the extent these are connected with the Serviced Object. For any other claims under the business relation, the right to pledge shall only exist if these claims are undisputed or have been finally determined to be legally valid.

X. Claims based on defects

1. Subsequent to the acceptance of the Service, RENK's liability for defects in the Service shall oblige RENK to rectify such defects to the exclusion of any and all other claims of the Customer notwithstanding no. 7 and no. 8 and section XI.
2. The Customer shall promptly notify RENK in writing if a defect is discovered. If the Customer fails to comply with this obligation, the Service shall be deemed approved.
3. RENK shall not be liable if the defect is immaterial for the Customer's interests or is due to a circumstance for which the Customer is responsible, including but not limited to parts supplied by the Customer.
4. Any modifications or repairs improperly made by the Customer or a third party without RENK's prior consent shall release RENK from any liability for the consequences thereof. The Customer may only rectify defects itself or have the defect rectified by a third party and claim reimbursement from RENK of the necessary expenses as provided for by the statutory regulations, in urgent cases of an operational safety hazard and/or in order to prevent a disproportionately high loss or damage, in which case RENK shall be informed thereof immediately, or if RENK – taking the statutory exceptions into account – has allowed a reasonable period set for the rectification of defects to lapse without effect.
5. In case of a justified complaint, RENK shall bear the costs of the subsequent performance, including but not limited to the costs of transport, travelling, labour and material (not, however, the costs of removal and installation in the case described in section IX.2), unless this would create a disproportionately high burden to RENK.
6. If the Customer demands rectification of a defect and that demand turns out to be unjustified, RENK may claim reimbursement from the Customer of the costs incurred by RENK as a result.
7. If RENK – taking the statutory exceptions into account – allows an appropriate time that has been set for rectifying a defect to lapse without effect, the Customer shall have a right to reduce the price as provided for by the statutory regulations.
   The Customer shall only have a right to withdraw from the contract if the Customer can demonstrate that despite the price reduction, the Service is of no interest to it.
8. Any further claims shall be exclusively governed by the provisions of section XI.4 of these Terms and Conditions.

XI. Liability of RENK, disclaimer

1. The liability provisions of section XI.4 shall apply to overhauls and repairs that cannot be performed for reasons for which RENK is not responsible, RENK shall not be liable for any damage to the Serviced Object, the violation of collateral contractual duties and/or for any damage to other objects than the Serviced Object itself regardless of the form of action asserted by the Customer. However.
2. If RENK is at fault for a damage to parts of the Serviced Object, RENK shall at its option either repair, re-deliver or replace the same. In case of ordinary the amount of costs to be incurred for that purpose shall be limited to the contractual repair price. Beyond that, RENK shall be liable for any damage to the Serviced Object as stipulated in section XI.4.
3. If the Customer cannot use the Serviced Object as provided for in the contract because RENK failed to make proposals or give advice or because RENK made incorrect proposals or gave incorrect advice either before or after the conclusion of the contract or because RENK failed to fulfil any other collateral contractual duties, including but not limited to providing guidance for the operation and maintenance of the Serviced Object, the stipulations in sections X, and XI.2 and 4 shall apply and any and all further claims of the Customer shall be excluded.
4. For any loss or damage not caused to the Serviced Object itself, RENK shall – regardless of the form of action – only be liable
   (a) in case of intent
   (b) in case of gross negligence
   (c) if RENK is at fault for an injury to life, body or health
   (d) in case of a fraudulent non-disclosure of defects by RENK
   (e) in case of an occurrence of defects that RENK had guaranteed to be absent
   (f) to the extent the German Product Liability Act stipulates liability for personal injury and material damage to privately used objects.

   If RENK is at fault for a breach of material contractual obligations, RENK shall also be liable in case of ordinary negligence. RENK's liability shall be limited to the typical loss or damage that may reasonably be expected.
   Any further claims shall be excluded.

XII. Limitation

Any and all claims of the Customer – regardless of the form of action – shall become statute barred after twelve (12) months. Claims for damages according to section XI. 4 (a) to (d) and (f) shall be governed by the statutory periods of limitation. The statutory periods of limitation shall also apply if RENK performs the Services at a building and as a result causes its defectiveness.

XIII. Indemnification by the Customer

If in case of the performance of Services outside the RENK plant, the fixtures or tools provided by RENK are damaged or lost at the site where the Services are performed through no fault of RENK, the Customer shall be obliged to indemnify RENK for such damage or loss. The above shall not apply to any damage which is the result of normal wear and tear.

XIV. Export control

1. Sanctions and Export control
   a) The Customer shall comply with applicable EU, US, French, German, UK and other national export control, sanctions and embargo laws and regulations ("Sanctions and Export Control Laws"), and where applicable adhere to the anti-boycott statutes of § 7 German Foreign Trade and Payments Ordinance and/or Council Regulation (EC) No. 2271/1996.
   b) Prior to exchanging any hardware, software, technical data, technology or services subject to Sanctions and Export Control Laws, the Customer shall notify RENK in advance and provide applicable export control classifications and jurisdictions. The Customer shall comply with all applicable import restrictions and any Sanctions and Export Control Laws, related to any further export, reexport or transfer including but not limited to provisos in relevant authorisations.
   c) For each delivery of tangible items of the Customer to RENK, the Customer shall provide export control classifications, jurisdictions and authorisation numbers in shipping documents. For intangible items, such information shall be referenced in related documents. Unmarked deliveries shall be considered not export control classified.
   d) If the Customer becomes subject to Sanctions and Export Control Laws or is owned/controlled by a targeted person, or performance would breach Sanctions and Export Control Laws (a "Sanctions Event"), the Customer shall promptly notify RENK. The Parties shall consult to mitigate the effects, and RENK may, to the extent permitted by law without liability, suspend performance or terminate the contract with immediate effect, upon written notice.
   e) RENK shall be entitled, to the extent permitted by law without liability and upon written notice, to suspend performance of its obligations or terminate the contract with immediate effect if, following conclusion of the contract, it becomes apparent that the performance of the contract is prevented or restricted by applicable Sanctions or Export Control Laws, or if any required governmental authorization, approval, export license or other clearance is denied, revoked or not granted.
2. Information about end customer
   Due to national and international export control requirements, RENK is required to conduct export controls. For some countries, export control restrictions may apply if goods can be used for sensitive purposes, e.g., military, chemical plants, or nuclear technology. Therefore, prior to placing an order, the Customer must provide the following information: the name and address of the end customer, a description of the intended use of the subject matter of the contract with RENK, and a description of the end customer's business areas. Based on request of RENK, the Customer shall provide RENK with an end use certificate and, if applicable, the Customer shall oblige the relevant end user to provide the end use certificate to RENK.
3. Russia / Belarus Re-Export Prohibition
   a) The Customer (Importer/Buyer) shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014. Furthermore, the re-export to Belarus, as well as the re-export for use in Belarus, of goods supplied under or in connection with this Agreement and falling within the scope of Article 8g of Council Regulation (EU) No 765/2006 and listed in its Annexes, is also prohibited by contract.
   b) RENK (the exporter/seller) hereby prohibits the sale, export or re-export of RENK products pursuant to sections XIV.3.a).
   c) The Customer (importer/buyer) shall use its best endeavours to ensure that the purpose of paragraphs XIV.3.a) and b) is not frustrated by third parties in the further chain of commerce, including potential re-sellers.
   d) The Customer (importer/buyer) shall establish and maintain an appropriate monitoring mechanism to detect behaviour by third parties in the wider chain of commerce, including potential resellers, that would frustrate the purpose of paragraph XIV.3.a).

e) Any breach of paragraphs XIV.3.a), b) or c) shall constitute a material breach of a material term of the contract and RENK (the exporter/seller) shall be entitled to seek appropriate remedies, including but not limited to:
   i. termination of the contract and
   ii. a penalty equal to 0.5% of the total value of the contract or 100% of the price of the exported goods, whichever is higher.

f) The Customer (importer/buyer) shall promptly inform RENK (the exporter/seller) of any problems in the application of paragraphs XIV.3.a), b) or c), including any relevant third party activities that may frustrate the purpose of paragraph XIV.3.a). The Customer (importer/buyer) shall provide RENK (exporter/seller) with information on compliance with the obligations under paragraphs XIV.3.a), b) or c) within two weeks of the simple request for such information.

g) If RENK (the exporter/seller) becomes aware of a prohibited (re-) export, RENK (the exporter/seller) shall make the necessary notifications to the competent export control authorities in accordance with the requirements of Regulation (EU) No. 833/2014 and Council Regulation (EU) No. 765/2006.

XV. Applicable law, jurisdiction

1. Any and all legal relations between RENK and the Customer shall exclusively be governed by the law of the Federal Republic of Germany applicable to the legal relations between German parties.
2. Exclusive place of jurisdiction for any and all legal disputes arising out of or in connection with the legal relations between RENK and the Customer shall be the competent court at RENK's registered office, provided that RENK may bring an action at the Customer's registered office.