Terms and Conditions of Werner Lieb GmbH (hereinafter: "Supplier") for the delivery of Series Machines

I. General information

1. These General Terms and Conditions ("**GTC**") shall apply to all business relations between the Supplier and its Customers ("**Customer**"), the subject of which is the manufacture and delivery of series machines from the Supplier to the Customer. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that the Supplier has expressly agreed to their validity in writing. This reservation of consent shall apply in any case, for example even if the Customer refers to its general terms and conditions in the order or other correspondence and the Supplier does not expressly object to this. In such cases, the Customer's general terms and conditions shall not become part of the contract.

2. The Supplier's design data are and shall remain its business secrets unless it disposes of them in favor of the Customer. If, in exceptional cases, the Supplier disposes of this design data in the context of deliveries and other services, this shall only be done under the condition of confidentiality. The Customer is obliged to keep the design data confidential and may only make it accessible to third parties with the written consent of the Supplier.

II. Offer and conclusion of contract

All offers made by the Supplier are subject to change and non-binding, unless they are expressly marked as binding; they are deemed to be an invitation to the Customer to submit a legally binding contractual offer. In particular, the price offered is only a guide price; a correct valuation will be made after clarification of all technical details (e.g. CAD data, specifications if applicable). The prices offered are also calculated on a quantity basis. Prices for order quantities that deviate from the offer will be recalculated.

The Customer's order (purchase order) shall be deemed a binding contractual offer within the meaning of Section 145 German Civil Code. In the absence of a special agreement, a binding contract shall only come into effect with the Supplier's written order confirmation (acceptance). The Customer accepts the validity of these GTC at the latest upon making the first payment to the Supplier.

III. Subject matter of the contract

1. Specification of the Delivery Item

   The Supplier undertakes to deliver the Series Machine described in detail in the offer ("**Delivery Item**"). Other information provided by the Supplier on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) which are not contained in the Supplier's offer are only approximate, unless expressly agreed otherwise in the contractual documents. Such other information is not a quality characteristic of the Delivery Item, but only a description or identification of the delivery or service. The technical description of the Delivery Item contained in the offer conclusively describes the objective and subjective characteristics of the Delivery Item. The Supplier is entitled to make design and material changes to the Delivery Item, provided that the deviation is reasonable for the Customer and the contractual performance specifications are fulfilled.

2. Subcontractors

   The Supplier is entitled to engage third parties (subcontractors) at any time to provide the

contractually agreed performance.

3. Additional services

3.1 Wear and/or spare parts package

A wear and/or spare parts package is only included in the scope of delivery if this has been expressly agreed between the contracting parties.

3.2 Assembly, instruction and training

The assembly of the Delivery Item, instructions and training by the Supplier are not included in the scope of delivery, unless otherwise included in the Supplier's offer, and must be ordered by the Customer as a separate paid service in addition to the purchase of the Delivery Item.

3.3 Structural requirements

Certain structural and spatial conditions, such as temperature, humidity and cleanliness, as well as a suitable foundation must be ensured for the proper installation, commissioning and operation of the Delivery Item.

The Customer is responsible for ensuring that these requirements are met. In particular, necessary foundation work is not included in the scope of delivery. The Supplier shall inform the Customer in good time of the specific requirements, which the Customer must implement in good time. In the event of uncertainties, the Customer is obliged to obtain information from the Supplier about the specific requirements for the proper operation of the Delivery Item.

IV. Duty to cooperate

1. The Customer shall provide the Supplier with all information and documents required for the performance of the contract in good time and shall immediately fulfill all obligations to cooperate incumbent on the Customer (e.g. the provision of materials). If the Customer does not fulfill its obligations to cooperate in good time, any delays resulting therefrom shall be borne by the Customer. Where applicable, the Customer shall in particular provide the Supplier with binding drawings and at least the necessary CAD data in standard exchange formats. The Customer shall be responsible for the correctness, completeness and up-to-dateness of the information provided and shall ensure that the use of the information by the Supplier does not infringe the property rights of third parties. The Customer shall indemnify the Supplier against claims of third parties due to the (alleged) infringement of property rights upon first request.

2. If agreed or required for the purpose of completing the Delivery Item and the functional test in accordance with VII., the Customer is obliged to provide the Supplier with test material and other provided parts in perfect quality and in sufficient quantity free of charge at the Supplier's site. The Supplier shall not carry out an incoming inspection of the parts provided by the Customer. If no specific quantities have been agreed, the Supplier shall be entitled to determine the required quantities of parts to be provided by the Customer at its reasonable discretion within the meaning of Section 315 German Civil Code.

3. The Customer shall provide sufficient lifting gear and cranes for the assembly of the Delivery Item at the destination.. This shall also apply if the contracting parties agree that the Supplier shall carry out the assembly or that the Supplier shall be involved in the assembly. If the Supplier is to carry out the assembly, the Customer shall provide qualified personnel and assistants as required at its own expense. The Customer shall also be responsible for the timely completion of all constructional and other measures required for the assembly of the Delivery Item at the destination (e.g. all equipment required for production, laying of foundations, energy supply, operating and auxiliary materials, etc.).

V. Price and payment

1. In the absence of a specific agreement, the prices shall apply for delivery FCA (Incoterms 2020) including loading at the Supplier's premises, but excluding packaging. Value added tax

at the respective statutory rate shall be added to the prices. If the Supplier has assumed responsibility for the transportation of the Delivery Item, the costs for transportation, unloading, insurance and customs are not included in the price for the Delivery Item.

Insofar as the manufacturing costs for the Delivery Item increase substantially (by more than 5%) between the time of conclusion of the contract and the agreed time of delivery (in particular with regard to material costs, wages and energy costs), the contracting parties shall negotiate in good faith an appropriate increase in the price. To this end, the Supplier shall provide evidence of the substantial price increase in the relevant period by submitting suitable documents. The contracting parties shall then negotiate an increase in the purchase price that is deemed reasonable for both contracting parties

2. In the absence of a special agreement, payment shall made without any deduction to the account of the Supplier within 14 days of the invoice date, namely:

   - 50% down payment after order confirmation by the Supplier,

   - 50% as soon as the Customer has been notified of readiness for shipment

3. The Customer shall only be entitled to withhold payments to the extent that his counterclaims are undisputed by the Supplier or have been adjudicated by a final and binding decision of a competent court or arbitral tribunal.

4. The Customer shall only be entitled to offset counterclaims to the extent that they are undisputed by the Supplier or have been adjudicated by a final and binding decision of a competent court or arbitral tribunal.

VI. Place of delivery, delivery time, delivery delay

1. Unless otherwise agreed, deliveries shall be made **FCA** Werner Lieb GmbH, Brückenstraße 32, D-96472 Rödental (Incoterms 2020). Unless otherwise agreed, transportation shall be carried out by the Customer. The Supplier shall only indicate that the Delivery Item is ready for collection.

2. The delivery time results from the agreements between the contracting parties. The delivery times are always approximate unless they have been agreed in writing as a fixed date. The Supplier's compliance with the delivery time is subject to the condition that all commercial and technical questions between the contracting parties have been clarified and that the Customer has fulfilled all obligations incumbent on him, such as the provision of the necessary official certificates or permits, the provision of materials or the payment of a deposit. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if the Supplier is responsible for the delay.

3. Adherence to the delivery period is subject to correct and timely delivery by our own suppliers. The Supplier shall inform the Customer of any delays that become apparent as soon as reasonably possible.

4. If delivery EXW or FCA (Incoterms 2020) has been agreed, the delivery time shall be deemed to have been met if the Delivery Item has left the Supplier's works by the expiry of the delivery time or the Supplier has notified the Customer that the Delivery Item is ready for dispatch.

5. If the Customer does not collect the Delivery Item within one month of the collection date stated in the notification of readiness for dispatch, he shall bear the costs incurred by the Supplier as a result (in particular for packaging and storage) from this point in time. This shall not apply if the Customer is not at fault for the delayed collection.

6. The Supplier shall not be liable for impossibility of delivery or for delays in delivery if these are caused by Force Majeure. Force Majeure is any impediment which the Supplier cannot reasonably be expected to have taken into account when concluding the contract or which the Supplier can avoid or overcome, including its consequences, with reasonable effort. Force Majeure exists, for example, in the event of labor disputes, war, natural disasters, pandemics, official orders, operational disruptions of all kinds, difficulties in procuring materials or energy,

transport delays, strikes, cyber-attacks that cannot be averted with normal security measures. If such events make delivery or performance significantly more difficult or impossible for the Supplier and the hindrance is not only of a temporary nature, each contracting party shall be entitled to demand from the other contracting party in writing an appropriate adjustment of the contractual relationship, which shall be assessed from the perspective of a reasonable person acting with due regard to the circumstances and the nature and purpose of the contractual relationship. Each contracting party hereby declares its willingness to enter into serious negotiations and to conduct these negotiations in good faith and in a fair manner with the aim of achieving a swift and economically reasonable solution for both contracting parties. If neither contracting party requests an adjustment to the contract or if the contracting parties do not agree on an adjustment to the contract within three months of the written request for adjustment, the Supplier shall be entitled to withdraw from the contract. In the event of hindrances of a temporary duration, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the Delivery Item as a result of the delay and the contracting parties fail to agree on an adjustment to the contract within three months (from the written request for adjustment), the Customer may withdraw from the contract by immediate written declaration to the Supplier

7. The Customer may withdraw from the contract without setting a time of limit if the entire performance becomes ultimately impossible for the Contractor before the transfer of risk. In addition, the Customer may withdraw from the contract if, in the case of an order, the performance of part of the delivery becomes impossible and the Customer has a justified interest in rejecting the partial delivery. If this is not the case, the Customer shall pay the contract price for the partial delivery. The same applies if the Supplier is unable to deliver. Otherwise, Section XI.2. If it becomes impossible or unfeasible to accept delivery during the delay in acceptance or if the Customer is solely or predominantly responsible for these circumstances, the Customer shall remain obliged to pay.

8. If the Supplier is in default due to delay and the Customer suffers damage as a result, the Customer shall be entitled to demand liquidated damages from the Supplier for the damage caused by the default (*Verzug*). In any case, a reminder (*Mahnung*) from the Customer is required for the Supplier to be in default. The liquidated damages shall amount to 0.5% of the net price ("delivery value") for each completed calendar week of delay, but shall not exceed a total of 5% of the delivery value of the delayed Delivery Item. The Supplier reserves the right to prove that the Customer has not suffered any damage at all or only a significantly lower loss than the above liquidated damages. Further claims for damages on the part of the Customer due to delay (default) are excluded.

   If the Customer allows the Supplier a reasonable period of time to perform after the due date - taking into account the statutory exceptions - and if the deadline is not met, the Customer shall be entitled to withdraw from the contract within the framework of the statutory provisions. At the Supplier's request, the Customer undertakes to declare within a reasonable period of time whether it will exercise its right to withdraw from the contract.

Further claims arising from delay in delivery shall be determined exclusively in accordance with Section XI.2 of these GTC.

VII. Functional Test

Prior to delivery, the Delivery Item and all its systems shall be subjected to a functional test by the Supplier at and inspected for defects ("**Functional Test**"). The Customer may participate in the Functional Test upon request. The Functional Test shall take place at the Supplier's premises.

VIII. Transfer of risk

1. The transfer of risk shall be governed by the agreed terms of delivery (Incoterms). The Supplier undertakes to take out the insurance policies requested by the Customer at the Customer's expense.

2. Partial deliveries shall be permissible insofar as reasonable for the Customer.

IX. Retention of title

1. The Supplier retains ownership to the Delivery Item until receipt of all payments - including for any additional ancillary services owed - arising from the delivery contract.

2. The Supplier is entitled to insure the Delivery Item against theft, breakage, fire, water and other damage at the Customer's expense, unless the Customer can prove that it has taken out the insurance themselves.

3. The Customer may neither sell, pledge nor assign the Delivery Item as security. In the event of seizure, confiscation or other dispositions by third parties, the Supplier shall be notified without delay. The Customer is obliged to mark the Delivery Item as the property of the Supplier.

4. In the event of breach of contract by the Customer, in particular default in payment, the Supplier shall be entitled to take back the Delivery Item after a reasonable time limit set by the Supplier has lapsed and the Customer shall be obliged to surrender it.

5. Due to the retention of title, the Supplier can only demand the return of the Delivery Item if he has withdrawn from the contract.

6. If the place of destination of the Delivery Item is outside Germany, the Customer is obliged to take all necessary actions and make all necessary declarations to ensure the effectiveness of the retention of title or at least its effects in rem (in particular the resistance to insolvency) during transportation and up to the place of destination. This includes, in particular, registration obligations.

X. Claims for defects

The Supplier shall be liable for material defects and defects of title in the Delivery Item to the exclusion of further claims - subject to Section XI - as follows:

Material defects

1. The Supplier shall not be liable for defects of which the Customer is aware or is grossly negligent in not being aware at the time of conclusion of the contract (§ 442 German Civil Code). Furthermore, the Customer's claims for defects require that the delivered goods are carefully inspected immediately after delivery to the Customer or to a third party designated by the Customer. With regard to obvious defects or other defects that would have been recognizable during an immediate, careful inspection, the Delivery Item shall be deemed to have been approved by the Customer if the Supplier does not receive a written notice of defects within seven working days of delivery. With regard to other defects, the Delivery Item shall have been approved by the Customer if the Supplier does not receive the notice of defects within seven working days of the time at which the defect became apparent. However, if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall be decisive for the commencement of the period for giving notice of defects. At the Supplier's request, the rejected Delivery Item shall be returned to the Supplier carriage paid. In the event of a justified notice of defects, the Supplier shall reimburse the costs of the cheapest shipping method; this shall not apply if the costs increase because the Delivery Item is located at a place other than the place of intended use.

   All Delivery Items or parts thereof which prove to be defective as a result of circumstances occurring prior to the transfer of risk shall be repaired or replaced free of defects at the discretion of the Supplier. The Supplier must be notified immediately in writing of the discovery of such defects. Replaced Delivery Items or parts thereof shall become the property of the Supplier

2. After consultation with the Supplier, the Customer shall give the Supplier the necessary time and opportunity to carry out all repairs and/or replacement deliveries which the Supplier deems necessary; otherwise the Supplier shall be released from liability for the resulting consequences.

3. If the complaint proves to be justified, the Supplier shall bear the expenses necessary for

the purpose of subsequent performance, provided that this does not result in a disproportionate burden on the Supplier. Insofar as the expenses are increased by the fact that the Customer has moved the Delivery Item to a place other than the place of delivery, any additional costs incurred as a result shall be borne by the Customer.

4. Within the framework of the statutory provisions, the Customer shall be entitled to withdraw from the contract if the Supplier - taking into account the statutory exceptions - allows a reasonable deadline set for the rectification or replacement delivery due to a material defect to expire fruitlessly. If there is only a minor defect, the Customer shall only be entitled to a reduction of the contract price. The right to a reduction of the contract price shall otherwise remain excluded.

5. Further claims shall be determined exclusively in accordance with Section XI.2 of these GTC.

6. No liability is accepted in the following cases in particular: Unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - unless the Supplier is responsible for them.

7. If the Customer or a third party carries out improper repairs, the Supplier shall not be liable for the resulting consequences. The same applies to changes made to the Delivery Item without the prior consent of the Supplier.

Legal defects

8. If the use of the Delivery Item leads to an infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own expense, procure the right for the Customer to continue using the Delivery Item or modify the Delivery Item in a manner that is reasonable for the Customer so that the infringement of property rights no longer exists.

   If this is not possible under economically reasonable conditions or within a reasonable period of time, the Customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract.

   In addition, the Supplier shall indemnify the Customer against undisputed or legally established claims of the owners of the property rights concerned.

9. Subject to Section XI.2, the obligations of the Supplier specified in Section X.8 are conclusive in the event of an infringement of intellectual property rights or copyrights.

   Supplier‘s obligations only exist if

   - the Customer informs the Supplier immediately of any asserted infringements of industrial property rights or copyrights,
   - the Buyer supports the Supplier to a reasonable extent in the defense against the asserted claims or enables the Supplier to carry out the modification measures in accordance with Section X.8 ,
   - the Supplier is entitled to take at its own discretion all defensive measures, including out-of-court settlements,
   - the defect of title is not based on an instruction of the Customer or a parts or information provided by the Customer,
   - and the infringement was not caused by the fact that the Customer modified the Delivery Item without authorization or used it in a manner not in accordance with the contract.

XI. Liability of the Supplier, exclusion of liability

1. If the Delivery Item cannot be used by the Customer in accordance with the contract due to culpably omitted or faulty suggestions or advice provided by the Supplier before or after conclusion of the contract or due to the culpable breach of other contractual ancillary obligations - in particular instructions for operation and maintenance of the Delivery Item - the provisions of sections X. and XI.2 shall apply to the exclusion of further claims by the Customer.

2. The Supplier shall only be liable for damage that has not occurred to the Delivery Item itself - for whatever legal reasons -

   a. in the event of intent and gross negligence,

   b. in the event of culpable injury to life, limb or health

   c. in the case of defects which he has fraudulently concealed,

   d. as part of a guarantee commitment,

   e. in the event of defects in the Delivery Item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

   In the event of culpable breach of material contractual obligations, the Supplier shall also be liable for simple negligence, but limited to reasonably foreseeable damage typical of the contract. Further claims are excluded.

3. Supplier's liability for loss of profit is excluded. Supplier's liability for consequential damages is excluded. The foregoing limitations of liability in this Section 3 shall not apply if the Supplier is liable for one of the reasons stated in Section 2 a - d.

4. If the legal relationship between the Supplier and the Customer is subject to the UNIDROIT Principles of International Commercial Contracts (2016 version) and not to German law, the Supplier's liability shall be limited to a maximum of 100% of the respective order value, notwithstanding the provisions in Sections X. and XI. The above limitation of liability shall not apply if the Supplier is liable under mandatory law which cannot be derogated from by contractual agreement. Any liability of the Supplier under the UNIDROIT Principles of International Commercial Contracts (2016 version) always presupposes fault (intent or negligence) on the part of the Supplier, for which the Customer bears the burden of proof.

XII. Intellectual Property Rights

1. "Intellectual Property Rights" are industrial property rights, in particular patents, utility models, designs, trademarks and company logos (whether registered or not, as well as applications for the aforementioned property rights), as well as copyrights, know-how, trade secrets and rights of a similar nature throughout the world.

2. The Supplier reserves the Intellectual Property Rights to samples, cost estimates, drawings and similar information of a physical and non-physical nature - including in electronic form; they may not be made accessible to third parties.

3. Each contracting party shall in principle remain the owner of its intellectual property rights ("Background") existing prior to the conclusion of the contract. The respective contracting party reserves all ownership and exploitation rights to its Background; one contracting party may not make the Background of the other contracting party accessible to third parties without the express written consent of the other contracting party and may only use it to the extent necessary for the performance of the contract. In particular, a contracting party may not use the background of the other contracting party to reproduce the Delivery Item or parts thereof for itself and/or third parties and to supply them with it (prohibition of reproduction).

4. Intellectual Property Rights newly created in connection with the Delivery Item during the execution of the commissioned work is the property of the Supplier, unless otherwise agreed in writing. This shall also apply if the Supplier makes specific adaptations to the Delivery Item for the Customer. As a matter of principle, the Supplier shall not hand over production drawings, design documents and software source codes to the Customer. This does not apply to design documents or drawings that contain Intellectual Property Rights of the Customer.

XIII. Statute of limitations

All claims of the Customer - on whatever legal grounds - shall become time-barred 12 months after they arise; this shall also apply to the limitation period for recourse claims in the supply chain pursuant to Section 445b (1) German Civil Code, provided that the last contract in this supply chain is not a purchase of consumer goods. The statutory periods apply to claims for damages in accordance with Section XI.2 a-e. The statutory periods shall also apply to defects in a building or to Delivery Items that have been used for a building in accordance with their normal use and have caused its defectiveness. If parts of a Delivery Item are replaced in the course of subsequent performance, the warranty period for the entire Delivery Item shall not begin anew; the Supplier shall only grant a 12-month warranty on the replaced part of the Delivery Item from the date of replacement.

XIV. Software usage

If software is included in the scope of delivery, the Supplier shall grant the Customer a non-exclusive, non-transferable, limited right to use the software. The software is provided exclusively for use on the Delivery Item intended for this purpose. Use of the software on more than one system is prohibited. The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of the Supplier. All other rights to the software and the documentation, including copies, shall remain with the Supplier or the software supplier. The granting of sublicenses is not permitted. The Supplier reserves the right to make changes and additions to the software during the term of the contract, provided that these do not impair the existing system, in particular interfaces to the Customer.

XV. Export and compliance with trade regulations

1. The Customer undertakes to comply with all applicable laws, all applicable sanctions, export and customs regulations, embargoes (in particular those of the European Union, the United Nations Security Council and the United States of America) ("Export Laws") and the applicable contractual agreements, insofar as they do not conflict with the statutory provisions applicable to the Supplier.

2. In particular, the Customer may neither directly nor indirectly

   a. sell, deliver, transfer, export or re-export or license to Russia or for use in Russia any Delivery Items and Intellectual Property Rights or trade secrets (as well as the granting of access or re-use rights to material or information protected by Intellectual Property Rights or as a trade secret) provided under or in connection with the contract and falling within the scope of Articles 12g and 12ga of Council Regulation (EU) No 833/2014;

   b. sell, supply, transfer, export or re-export or license to the Republic of Belarus or for use in the Republic of Belarus any Delivery Items and Intellectual Property Rights or trade secrets (as well as the granting of access or re-use rights to material or information protected by Intellectual Property Rights or as a trade secret) provided under or in connection with this Agreement that fall within the scope of Article 8g of Council Regulation (EC) No 765/2006.

3. The Customer shall make every effort to ensure that the purpose of paragraph (2) is not frustrated by third parties in the chain of commerce, including any resellers or sublicensees. In particular, the Customer shall prohibit any sub-licensees from using such Intellectual Property Rights and trade secrets in connection with the Delivery Items for the purpose of sale, supply, transfer, export or re-export or direct or indirect licensing to Russia or Belarus or for use in Russia or Belarus.

4. The Customer shall establish and maintain an adequate monitoring mechanism to detect conduct by third parties in the chain of commerce, including any resellers or sublicensees, that would defeat the purpose of paragraph (2).

5. The Customer shall inform the Supplier immediately of any problems in the application of paragraphs (2), (3) or (4), including relevant activities of third parties which could frustrate the purpose of paragraph (2). It shall provide the Supplier with information on compliance

with the obligations under paragraphs (2), (3) and (4) within two weeks of being requested to do so.

6. Any breach of paragraphs (2), (3) or (4) shall constitute a material breach of a material term of these GTC and the Supplier shall be entitled to seek appropriate remedies, including but not limited to termination of the contract and damages.

XVI. Applicable law, place of jurisdiction

All legal relationships between the Supplier and the Customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties. The place of jurisdiction is the court responsible for the Supplier's registered office. However, the Supplier is entitled to bring an action at the Customer's principal place of business.

If the Customer is domiciled outside Germany,

1. the contract and any dispute, claim or litigation arising out of or in connection with the contract, including questions of its formation or validity, shall be governed exclusively by the neutral legal rules available in 15 languages, the UNIDROIT Principles of International Commercial Contracts (2016 version) (https://www.unidroit.org/instruments/commercial-contracts/unidroit-principles-2016);

2. all disputes arising out of or in connection with the contract, including disputes concerning its conclusion and/or validity, shall be settled exclusively by arbitration. Up to a claim value of EUR 250,000, the arbitration institution shall appoint a sole arbitrator, unless the contracting parties jointly agree on a sole arbitrator. If the value of the claim exceeds EUR 250,000 during the arbitration proceedings (as determined by the final decision of the sole arbitrator), the sole arbitrator shall become the presiding arbitrator. In this case, the arbitration institution shall give each party the opportunity to appoint a co-arbitrator within a short period of time. The place of arbitration shall be Hamburg, Germany. The language to be used in the arbitration proceedings shall be English. The chosen arbitration rules are the Arbitration Rules of the German Arbitration Institute (DIS).