

## **General Terms and Conditions for IT Integration Services, IMAC/D Services and other works and services subject to acceptance**

### **1 General**

- 1.1 These terms and conditions shall apply for offers and service delivery of Fujitsu Technology Solutions, S.A.U. ("FUJITSU") in the field of Integration and IMAC/D services as well as other IT works and services subject to customer acceptance. FUJITSU shall only be bound to any conflicting or supplementary general business terms and conditions of the customer to the extent that such terms are in compliance with the terms set forth below or if FUJITSU has explicitly agreed to such terms in writing.
- 1.2 Unless agreed otherwise, orders and confirmations of order must be made in writing.
- 1.3 Delivery dates and deadlines are binding only if and insofar as expressly confirmed in writing by FUJITSU.

### **2 Services**

- 2.1 The scope of services shall be as set out in the FUJITSU offer, the service schedule and/or service product data sheet of FUJITSU. Unless agreed otherwise, FUJITSU shall provide the services during its local regular business hours.

### **3 Cooperation on the part of the customer**

- 3.1 The customer shall remain responsible for the overall project and the overall result.
- 3.2 The customer shall appoint a responsible, knowledgeable contact person, unless this should not be required considering the scope and the extent of the specific service performance.
- 3.3 The customer shall assist FUJITSU with the performance of its services and in the context of its obligations to cooperate, provide in good time all the documents, information and data required to perform the services, as well as obtain any necessary licenses and issue any approvals.
- 3.4 The customer shall at its own expense and on its own responsibility provide and install any hardware and software prerequisites as well as any network connections, which are needed to provide the works and services agreed under these terms and conditions and to maintain the customer's operations during service delivery.
- 3.5 The customer is to ensure the diligent and comprehensive back up of all relevant data so that in case of any damage or loss of such data, its recovery is possible at any time and without greater effort. Also customer is to take all technical and/or organizational measures in order to enable works and service delivery by FUJITSU or a subcontractor of FUJITSU as agreed.
- 3.6 If the customer does not meet its obligations to cooperate in good time or sufficiently, FUJITSU shall then be entitled to substitute the necessary services at the customer's expense.

### **4 Place of fulfillment, personnel, Remote Service Performance**

- 4.1 In as far as is necessary to fulfill the agreement, FUJITSU shall also provide the agreed services at the customer's premises. The customer shall provide FUJITSU with unhindered access to the premises. Even where on premises works and services are performed the employees of FUJITSU shall under no circumstances enter a working relationship with the customer. The customer shall direct requests concerning the works and services to be provided exclusively to the contact person nominated by FUJITSU and shall refrain from giving any direct instructions to FUJITSU employees.
- 4.2 Customer acknowledges and agrees that FUJITSU is free to deploy, direct and control its staff at its own reasonable discretion. This particularly applies to the selection of the specific employees, orders regarding working hours and overtime, the setting of holidays, attendance supervision and monitoring of work processes.
- 4.3 If on the basis of this agreement a working hierarchical relationship should arise between FUJITSU and customer personnel due to mandatory legal requirements, the customer shall bear all additional costs that FUJITSU incurs, unless employment of the personnel has been expressly agreed.
- 4.4 Remote Service Performance
  - 4.4.1 If and insofar as the services as reflected in the respective service data sheet, Service Description or Statement of Work are provided wholly or partially via remote maintenance/remote access (remote services), the customer shall - in addition to the required telecommunication and Internet connections (including the provision of functioning browser software) - be obliged to accept and implement the installation of a standard software utility program for remote access (remote access tool) to be provided by Fujitsu as well as to ensure its functioning for the duration of the service agreement. Depending on the remote access tool used, it is also possible for merely a temporary download of software elements to be necessary. The property rights to the respective remote access tool shall remain with the respective owner at all times.

4.4.2 During the installation or downloading of the respective remote access tool the customer will be requested to accept the software license agreement of the respective software manufacturer and the corresponding data privacy regulations that are attached to the installation routine or download procedure. Upon request, Fujitsu shall at any time also provide the customer with the appropriate regulations in advance. The use of the respective remote access tool shall also be subject to the terms and conditions of this service agreement as well as the conditions of any additional manufacturer warranty that may be applicable. If and to the extent that the customer does not accept the appropriate regulations of the software licensor, installation/download of the remote access tool as well as the associated remote service delivery by Fujitsu will be deemed impossible for technical reasons beyond Fujitsu's control. Any resulting service restrictions, in particular breaches of the agreed service levels due to the customer's refusal to allow remote access, shall not be the responsibility of Fujitsu and shall be borne by the customer.

4.4.3 Fujitsu support engineers shall obtain remote access to the customer systems for the purpose of problem elimination with the aid of the respective remote access tool. The use of this remote access tool for problem elimination by support engineers shall include the analysis of the Customer's system configuration, the displaying and processing of the customer's files and registry, the displaying of the Customer's screen as well as the displaying of comments on the Customer's screen and the assumption of control over the Customer system. If and to the extent that the customer has not actively granted permanent approval for remote access by Fujitsu as part of the configuration of the remote access tool, new active approval of remote access shall be required from the customer for every remote access session. The customer can end the session at any time by means of the input function available according to the operating guide of the respective remote access tool.

4.4.4 Fujitsu will in the course of the remote access collect, administer, process and use the diagnosis data, as well as any technical or use-related information associated with the service assignment. This particularly includes device information about the computer being accessed, the system software and software programs used as well as the connected peripheral devices. Fujitsu shall be entitled to collect, save, process and use this information for the provision of software updates, product support, product information and other services (if available) as well as anonymously for the further development, simplification or improvement of products and/or services. In connection with the remote access tool it is not planned to otherwise access personal data or collect such data. Any inadvertently collected or displayed personal data shall be handled in compliance with the statutory regulations regarding data privacy and Fujitsu's data privacy guideline. Transmission of data between the customer system and Fujitsu shall be in encrypted form.

4.4.5 Remote access sessions may for quality assurance purposes be monitored or recorded by Fujitsu.

4.4.6 Fujitsu engineers may be located and access Customer system from outside the European Economic Area (EEA) and the customer agrees to the installation or download of the remote access tools so that Fujitsu may export, use and save any personal data affected by the use of the remote service and other information, with which you can be identified outside the EEA, for the provision of the Fujitsu remote services and any other connected Fujitsu products and services.

4.4.7 Activation of third-party providers / Fujitsu service partners for remote tool use:

Upon Customer approval or by way of a supplementary agreement with the customer the remote service tool may also be activated for the delivery of remote services by designated third-party providers. However, in these cases Fujitsu shall only provide the remote service infrastructure. Unless otherwise agreed both explicitly and in writing, the customer alone shall therefore bear the risk of illicit or incorrect use of the remote access right by such a third-party provider that is associated with activation. Liability of Fujitsu for service activities and/or another action or inaction on the part of the activated third-party provider shall be excluded, unless the action or inaction of the corresponding third-party provider is based on an explicit and written order from Fujitsu (subcontractorship).

4.4.8 If and insofar as in accordance with the stipulations of the respective Service Datasheet, Service Description or Statement of Work, an ongoing remote access is required for the purpose of providing the agreed services, Customer grants to Fujitsu and the subcontractor(s) deployed by Fujitsu an upfront approval for ongoing remote access to all IT systems subject to service delivery under the Agreement. Unless agreed otherwise, Customer approval of such remote access shall end with the termination or expiry of the underlying service contract and the corresponding delivery obligations of Fujitsu there under.

## 5 Change in the works or services (Change Request Process)

- 5.1 The customer shall inform the FUJITSU contact person at FUJITSU in writing of any requests for a change and addition requests addition in association with the service processes and/or scope of service in. FUJITSU shall provide an implementation offer for such change and addition requests, unless it is unreasonable to do so for FUJITSU. An implementation request shall be deemed unreasonable in particular if the operation of FUJITSU should not be configured for the services requested.
- 5.2 FUJITSU is not obliged to fulfill the customer's change and addition requests, unless a change/addition contract is concluded in writing.

- 5.3 FUJITSU may interrupt the works and Services affected by the change/addition requests until a decision is taken as to their implementation. The time limits for completion shall be extended by the number of workdays on which the interruption continues to exist. Where lump sum payments for the works and services were agreed FUJITSU can demand an increase to the agreed lump-sum remuneration for the duration of the interruption, unless FUJITSU was able to deploy elsewhere those of its employees affected by the interruption, or has maliciously omitted to do so.

## **6 Acceptance/Activity report**

- 6.1 If and insofar as a formal acceptance for specific works and services or a partial formal acceptance for individual services is required or has been agreed, the customer is obliged to accept the respective works or service no later than one calendar week after FUJITSU has given notification of completion and handed over the work result to the customer. The services are deemed as accepted if
- the customer confirms compliance with contractual agreements or the agreed acceptance criteria, or
  - the customer does not notify FUJITSU of any material or major deficiencies in writing during the acceptance period, or
  - the customer puts the work results to use at the end of the acceptance period without reservation.
- 6.2 Any deficiencies/errors found during acceptance are recorded in the acceptance protocol. FUJITSU shall eliminate these deficiencies/errors free of charge within a reasonable period. If the deficiencies/errors in question are significant, FUJITSU shall - after the elimination of these deficiencies - provide the relevant work in order to continue the acceptance process.
- 6.3 FUJITSU offers no warranty for any changes made to the work after acceptance.
- 6.4 If and insofar as a formal acceptance has not been agreed, the satisfactory contractual conclusion of the service shall be confirmed by the customer signing a proof of performance report without undue delay following FUJITSU's performance of the agreed service or service elements. Despite the absence of the customer's signature the activity report shall be deemed approved if the customer does not make any substantiated objections in writing within one calendar week after receipt of the report.

## **7 Remuneration**

- 7.1 Unless agreed otherwise, FUJITSU shall invoice the customer for the agreed lump-sum remuneration due net and:
- a) in the case of orders with a value of up to €10,000: after conclusion or acceptance of the service,
  - b) in the case of orders with a value of more than €10,000 and a service period of up to 3 months: 1/3 of the order value upon conclusion of the agreement and the rest after conclusion or acceptance of the service,
  - c) in the case of orders with a value of more than €10,000 and a service period of more than 3 months: 30% of the remuneration upon conclusion of the agreement, 30% of the remuneration at the end of the first third of the planned service period, 30% of the remuneration at the end of the second third of the planned service period and the rest after conclusion or acceptance of the service.
- 7.2 Insofar as no lump-sum prices are agreed, FUJITSU shall calculate its services on the basis of working, travel and waiting times according to its list prices valid at the time of the performance or as otherwise agreed. If hourly or daily rates are used for the calculation, each hour of work or each day of work started shall be calculated proportionately. In case of billing based on hourly rates any started hour will be billed at half the hourly rate if the accrued service time is <30min and at the full hourly rate if the accrued time is > 30min. In case of billing based on daily rates any started day will be billed at half the daily rate if the accrued service time is <4h and at the full daily rate if the accrued service time is > 4h. The services provided shall be invoiced against FUJITSU proof of performance records.
- 7.3 In case of a time and material billing by FUJITSU as set out under section 7.2, the customer shall additionally reimburse any incidental costs of FUJITSU in the amount actually incurred, e.g. for necessary travel and external accommodation. The incidental costs shall be shown separately in the invoice. The following rates shall be refunded for:
- Motor vehicles; with rental cars the costs actually incurred, and with an own motor vehicle a charge rate per kilometer driven as set out in the then current price list.
  - Rail travel - second class tickets;
  - Air travel - Economy class flights;
  - Accommodation, the costs actually incurred (reservation in accordance with FUJITSU travel policy).
- 7.4 FUJITSU reserves the right to invoice additional charges for works and services that are upon Customer request or out of necessity provided outside normal FUJITSU business hours in accordance with the price list valid at the time of the specific performance.
- 7.5 All prices are stated exclusive of statutory value added tax.
- 7.6 All payments are due upon receipt of invoice without any deduction. The customer is in default if payment is not made within 14 calendar days following due date and receipt of invoice.

- 7.7 The rights and remedies of FUJITSU in case of any default in payment, especially with regard to interest for default and damages, shall be determined in accordance with the corresponding statutory regulations.

## **8 Rights to use work results**

- 8.1 All the work results created within the framework of this agreement which are capable of being protected, are protected by copyright and/or other intellectual property rights as the case may be. The work results may only be used by the customer upon payment of the agreed remuneration, only in the context of and solely for the purposes of this agreement, and must not be made accessible to any third parties outside the purpose of the agreement. Unless expressly agreed otherwise the customer may only reproduce and pass on work results and/or corresponding documentation subject to the prior written approval of FUJITSU.
- 8.2 FUJITSU remains entitled to free-of-charge shared use and any other use of its ideas, concepts, experiences, tools, program development components, technologies, surveys and other work results that were used or developed during the provision of the works and services.
- 8.3 Records, documentation and similar documents that were left with the customer during this agreement shall remain, unless agreed otherwise, the property of FUJITSU and its subcontractors and should, if requested, be returned within a reasonable time from the cessation of the agreement. Where required for the contractual use of the work results by Customer, Customer may retain copies of such records, documentation or similar documents for internal use.

## **9 Defects in Services and Service results / Deficiencies in Title /Third party IPR Rights**

- 9.1 The customer shall - without undue delay after becoming aware of any deficiency to the works and services - notify FUJITSU in writing of such deficiencies, including a specific description of the deficiency and providing any available information as required by FUJITSU to eliminate the fault.
- 9.2 Insofar as Works and Services include development/configuration of Software such works and services shall only be considered deemed as non-conforming to specifications, if such errors and deficiencies are to be qualified as substantial and reproducible deviations from the agreed program specifications, and if such deviation/error is also occurring in the latest correction release as supplied to the Customer.
- 9.3 FUJITSU shall correct deficiencies in works and services by rectification or re-performance of the works and services in accordance with the agreed specifications, the choice of the remedy being within the reasonable discretion of FUJITSU. Should rectification ultimately fail, the customer shall be entitled to either reduce the remuneration or withdraw from the contract.
- 9.4 If a third party asserts claims against the customer, which prevent the customer from using the contractually agreed work results or exercising the contractually granted rights of use, FUJITSU shall at its own discretion and expense either obtain a right of use or modify or rework the agreed work- or service results to the extent that they no longer infringe the proprietary rights but still essentially correspond with the agreed specification. If this is not possible for FUJITSU on reasonable terms and conditions, the customer shall be entitled to either reduce the remuneration or withdraw from the contract.
- 9.5 Prerequisites for the liability of FUJITSU according to section 9.4 are that the customer (i) notifies FUJITSU immediately and in writing, (ii) does not acknowledge the alleged infringement and (iii) conducts any dispute, including any out-of-court settlements, exclusively in agreement with FUJITSU.
- 9.6 Any claims of customer against FUJITSU in accordance with section 9.4 shall be excluded if and insofar as the customer himself is responsible for the infringement of proprietary rights. The same shall apply insofar, as the infringement of proprietary rights is due to FUJITSU' fulfillment of the customer's special requirements, is caused by an application or use of the work- and service results not foreseen by FUJITSU or is caused by the customer having altered the service.
- 9.7 Any and all further-reaching claims or any other than those expressly stated claims of the customer on account of faulty performance, in particular claims for damages and for reimbursement of expenses, shall be expressly excluded, unless liability is mandatory according to section 11 of this agreement.
- 9.8 All claims in relation to deficiencies shall expire one year after the start of the legal limitation period.

## **10 Default**

- 10.1 Unless otherwise expressly agreed, service level information or service timeframes for the performance of services as indicated in the service schedules and/or the service data sheets are deemed to be average values (general situation) which FUJITSU regularly endeavors to adhere to as a target. However, the Customer has no claim to precise adherence in relation to any individual service performance.
- 10.2 Agreed deadlines and completion dated shall be extended accordingly if FUJITSU is prevented from providing works or services properly as a result of circumstances for which FUJITSU is not responsible. This shall particularly apply if the customer does not meet its obligations to cooperate in good time.

- 10.3 If and insofar as FUJITSU is liable for delay and the customer can substantiate incurred damages as a result, the customer shall be entitled to claim liquidated damages. The liquidated damages shall for each full week of delay be 0, 5% of the share of the remuneration to be paid for the specific works or service elements which are subject to the delay, up to an aggregate maximum of 5% of such remuneration. Force majeure, in particular mobilization, war, terrorist attacks, civil unrest, general shortage of materials, strike and lockout shall not constitute circumstances for which FUJITSU is responsible.
- 10.4 Claims for damages made by the customer that exceed the above-mentioned limits shall be excluded in all cases of late performance even after the expiry of a period of grace granted to FUJITSU. This shall not apply insofar as liability is mandatory at law, e.g. in cases of intent or gross negligence or infringement of contractual obligations; this does not imply a change in the burden of proof to the detriment of the customer. The customer's right to cancel the contract following the expiry of a specified period of grace granted to FUJITSU shall remain unaffected.

## 11 Liability

- 11.1 FUJITSU shall be liable without limitation to the extent mandatory at law for damages caused intentionally or through gross negligence, for damages under product liability law, and for culpably caused damage arising from loss of life, physical injury or damage to health.
- 11.2. FUJITSU shall be liable for non-compliance with any written guarantees in the scope of the property interest of the Customer that was covered for guarantee purposes and was recognizable by FUJITSU when the warranty was given. The parties agree that the service level agreements and other warranty provisions agreed in this Contract and the service schedules do not constitute guarantees in the aforementioned sense FUJITSU.
- 11.3 In total (with the exception of the cases identified in subsections 11.1 and 11.2 the liability of FUJITSU towards the Customer and all beneficiaries under these terms and the service schedules agreed thereunder, is limited to 30% of the total annual contract value per contract year. For determining the allocation to a specific contract year the decisive element is the point in time at which the activity that triggered the damage was carried out or omission took place contrary to an obligation to act. Any sums not claimed in a year in respect of this maximum liability amount cannot be carried forward to the following year. A change in the burden of proof to the detriment of the Customer is not associated with the above regulations.
- 11.4 FUJITSU assumes no responsibility for damage that occurs in conjunction with the customer not creating a daily data backup in a suitable form or otherwise ensuring immediate and low-priced data recovery. The obligation to reimburse damages if any damage is caused to data media material shall not include the reimbursement of any expenditure(s) for the retrieval of any lost data or information.
- 11.5 In all other respects, i.e. unless these terms do not expressly provide for any further liability, any liability of FUJITSU, its bodies, representatives and agents, in particular employees for damages and reimbursement of costs for any legal reason whatsoever, is excluded. Apart from the cases identified in subsections 11.1 and 11.2, FUJITSU accepts no liability in particular for direct/indirect damage or consequential damage, including any loss of profits on the part of the Customer or other beneficiaries.

## 12 Obligation to secrecy / Data protection / Subcontractors

- 12.1 The contracting parties shall use all the documents, information and data they receive from the other party and which are denoted as "Confidential" solely for the performance of this service agreement. As long as and unless they have become generally known (without breach of any confidentiality undertaking) or the other contracting party has approved their publication beforehand or such publication is mandatory in the context of official or judicial proceedings, the receiving contracting party shall not disclose the aforesaid documents and information towards third parties except to the extent such third parties are involved in the performance of the respective services under this contract and have a need to know. The obligations under this subsection 12.1 shall continue to exist for 5 years after the end of this Contract.
- 12.2 The contracting parties shall observe the statutory regulations for the protection of personal data. As a general rule FUJITSU collects, processes and uses personal data exclusively as commissioned by the Customer or the respective beneficiary. In terms of data protection law, the Customer or the respective beneficiary remains in control of the data and is responsible for the legality of processing the data as ordered. At any rate, FUJITSU may and shall use the transferred data only in order to fulfill the contractual obligations under this Contract as well as anonymously for evaluations and quality assurance measures. Any transfer to third parties shall only take place if the latter are integrated in the service provision as subcontractors for FUJITSU or work anonymously for purposes of statistical evaluation and quality assurance. The Customer also expressly agrees to automated transfer, use, storage and evaluation of personal data for contractually agreed purposes, in particular for the purposes of remote services. FUJITSU will not acquire ownership of the data of the Customer and/or beneficiaries and shall at the request of the Customer or respective beneficiary, and at the latest by the end of the Contract, surrender the data in a common data format to be agreed with the Customer.
- 12.3 If required for reasons concerning data privacy rights, the Customer shall sign an appropriate, express, written declaration of consent and reach an agreement with FUJITSU on the necessary organizational and technical

protective measures under the terms of the applicable data privacy laws.

- 12.4 FUJITSU has placed all employees deployed for data processing under a written obligation of data secrecy. The data protection officers of the contracting parties shall be mutually available as a contact for all matters relating to data protection.
- 12.5 FUJITSU can subcontract services, but must impose on the subcontractor's obligations in keeping with the preceding paragraph (section 12.1).
- 12.6 The Customer shall ensure that all legally required prerequisites (e.g. by obtaining declarations of consent) are in place so that FUJITSU can provide the agreed services without any infringements of applicable data protection laws.

### **13 Effective Date / Termination,**

- 13.1 This Contract shall take effect as of the date stated in the FUJITSU offer or the agreed service schedule (hereafter Effective Date). If and insofar any fixed minimum term has been agreed, the Customer's rights to a statutory termination are explicitly excluded during such minimum period, except where an early termination should be mandatory under applicable law.
- 13.2 The right of both contracting parties to extraordinary termination of the Contract for good cause shall remain unaffected. A good cause is deemed to exist if, taking into account all circumstances of the individual case and considering all mutual interests of the two Parties, the terminating party cannot reasonably be expected to continue the contractual relationship neither up to the agreed final expiry date nor until a period of notice for termination has expired. If the good cause consists in a breach of contractual obligation by either party, a termination for cause is only permissible after the unfruitful expiry without results of a deadline of at least 30 days set for remedial action, or – where a remedy for past periods of the breach is not possible by nature of the breach – , after a fruitless warning letter followed by a lack of reasonable performance improvement for the future. FUJITSU shall also be deemed to have a right to extraordinary termination of the Contract - or any service schedule concluded there under - for good cause in particular if the Customer (i) is in arrears for payment of the agreed remuneration or a substantial part thereof for two consecutive months or (ii) is in arrears over a period of more than two months for payment of due fees amounting to a sum equivalent to the agreed remuneration for two months. A good cause for the extraordinary termination of this Contract shall also be deemed to exist whenever the other parties' overall assets are being significantly compromised or significantly deteriorate or if insolvency proceedings are opened with regard to the assets of the other party or the opening of insolvency proceedings is refused due to insufficiency of assets.
- 13.3 To be valid, any notice of termination must be given in writing and forwarded to the other party by registered mail. The entitled party may give notice only within a reasonable period after obtaining knowledge of the underlying facts generating the reason for termination.

### **14 Export**

- 14.1 Export or re-export including the immaterial transfer of goods as well as technical support in conjunction with this Contract may be subject to licensing obligations and /or government approval e.g., by reason of type or of intended purpose. Obtaining these licenses is the responsibility of the contracting party that is obliged to obtain appropriate licenses according to the valid export control regulations of Spain, the Federal Republic of Germany, the European Union, the United States of America (USA) or according to the law of any other country that is affected by such a provision or regulates such a provision. The contracting parties agree to provide upon the other party's request any and all information reasonably required to obtain such license/government approval.
- 14.2 Exports, re-exports and the provision of services in conjunction with this Contract may not take place if there is any reason to assume that the use will be in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons.
- 14.3 The contracting parties shall comply with the latest versions of the corresponding sanction lists of the European Union, the Spanish Law, the German Federal Government, US export authorities or of any other relevant countries, e.g. European Sanctions List, Denied Persons List, as well as any other warnings from the appropriate authorities and shall act accordingly.
- 14.4 Activities in conjunction with this Contract are generally and as a rule not permitted for countries and citizens of country group E according to US Export Administration Regulations (e.g. Iran, Syria, North Korea, Sudan, Cuba).
- 14.5 FUJITSU shall not be obliged to make any deliveries and/or fulfill any other obligations that result from this Contract if FUJITSU is prevented from making such deliveries or from fulfilling the corresponding obligations by export regulations (in particular e.g. those defined by Spain, Germany, the European Union, USA or Japan).
- 14.6 A breach of the provisions of this paragraph shall be deemed a material breach of this agreement.

**15 Assignment of contractual rights and obligations, offsetting and withholding payment**

- 15.1 FUJITSU can assign contractual rights to a third party. Assignments by the customer are effective, unless FUJITSU objects for good cause.
- 15.2 The customer is only entitled to offset claims or exercise any right of retention in connection with counterclaims that have become res judicata or are not contested by FUJITSU.

**16 Final provisions**

- 16.1 Any supplementary agreements, amendments and/or supplements are to be made in the written form. This also applies to changes or supplements to this clause regarding the written form. For this purpose, it is not sufficient to transfer the declarations concerned by means of telecommunication, particularly by e-mail.
- 16.2 The agreement shall be governed by the laws of Spain. The provisions laid down in the UN Convention on the International Sale of Goods dated April 11, 1980 (CISG) shall be excluded.
- 16.3 The court of jurisdiction for all disputes arising out of or in connection with this contract is Madrid.
- 16.4 If individual provisions of this Contract should turn out to be invalid, either in whole or in part, this shall not affect the validity of this Contract, unless the continuation of this Contract would be an unreasonable hardship, even when taking into consideration the substituting legal stipulations. The parties agree in such cases to replace the invalid or unenforceable provision with a legally permissible regulation which serves the commercial purpose of the invalid or unenforceable provision as closely as possible; the same applies accordingly in the event of a loophole in the regulations.