



General Terms and Conditions of Business

Kemtron Limited

1. General

1.1 These General Terms and Conditions of Business ("**GTC**") apply to all sales, deliveries and other services (collectively also referred to "**Deliveries**") of Kemtron Limited ("**Kemtron**"). Contrary conditions of the customer are not binding on Kemtron even if the customer's order is based upon them or if the customer refers to them on forms or in other documents or Kemtron fails to objecting to them.

1.2 Kemtron's GTC likewise apply to all subsequent business, even if no further reference is made to them at the time when such transactions are concluded.

1.3 Supplementary or additional agreements, together with amendments and additions to the agreement and Kemtron's GTC, are valid only if they are agreed in writing with Kemtron.

1.4 Kemtron retains the right to amend these GTCs, fully or partially, at any time without any prior notice whatsoever.

1.5 In case of any conflict between any order confirmation of Kemtron and any order of a customer, the order confirmation of Kemtron and these GTCs shall prevail over the order of the customer. In case of any conflict between any order confirmation of Kemtron and these GTCs, the order confirmation of Kemtron shall prevail over these GTCs.

1.6 If the customer resorts to support by any affiliates or third party providers in fulfilling the respective agreement with Kemtron, the customer undertakes that such affiliates and third party providers fully adhere to these GTCs as well as any agreement with Kemtron.

2. Offers, Scope of Deliveries, Documentation

2.1 Offers of Kemtron are always made without obligation. Agreements with Kemtron shall always be concluded only with Kemtron's order confirmation of an order of a customer in writing that is based in content on Kemtron's offer.

2.2 Any Deliveries are exhaustively specified in the relevant agreement. If any Deliveries shall be sold and delivered / rendered that are not specified in the respective agreement, such Deliveries require the explicit confirmation by Kemtron and must be agreed upon by an instrument in writing and signed by Kemtron in order to be legally binding upon Kemtron.

2.3 Only technical information provided for in the relevant agreement or incorporated by reference shall be binding upon Kemtron. No particulars given in Kemtron's catalogues, price lists and further documentation are binding upon Kemtron, but are provided for information only. Amendments to the specifications, product designs and other changes are reserved. They may influence delivery dates and times and prices.

2.4 Drawings, documentation, samples and other materials provided to the customer by Kemtron prior to, with or during the term of any agreement remain the property of Kemtron. No licenses are granted in any intellectual property / intellectual property rights of Kemtron and its affiliated companies. Intellectual property and related rights must be respected. In particular, the duplication or disclosure of supporting materials, documents or samples, especially, but not limited,



of materials, which are protected by copyright, is prohibited without the consent of Kemtron. On request, all such drawings, documents samples and other materials must entirely be returned to Kemtron upon first request.

3. Prices

3.1 Prices are quoted in the offered currency with packaging, exclusive of VAT and any other taxes or tariffs (if any), and save where otherwise agreed in writing, FCA relevant Kemtron plant/warehouse (Incoterm 2020) with all related customs duties and levies. The place of the Kemtron plant/warehouse is determined in the offer provided by Kemtron.

3.2 Prices are generally adjusted once each year. Accordingly, all agreed prices and payment terms remain valid for not more than twelve (12) months from the date of the Kemtron offer.

3.3 Notwithstanding Clause 3.2 above, Kemtron may adjust agreed prices unilaterally if and to the extent costs incurred by Kemtron, in particular, but not limited to, wages, raw material, transportation and energy costs, tariffs, undergo significant changes, Kemtron is entitled to request an appropriate change of the agreed product prices. If the customer declines such price changes or if negotiations between the parties on such price changes do not result in a new agreed price within one month of the notice to take part in such negotiations, Kemtron is entitled to give unilateral written notice of termination of the agreement with immediate effect and without any liability. The foregoing is without prejudice to individual orders confirmed by Kemtron but not yet fully processed at the time notice is given. The parties are at liberty to extend the one-month negotiation period for price changes by mutual agreement in writing.

3.4 Any Deliveries not specified in the relevant agreement shall be sold and delivered / rendered by Kemtron at the customer's sole costs and expenses in accordance with Kemtron's standard rates for such Deliveries prevailing at the date of sale and delivery / provision.

4. Delivery Lead-Times, Part-Delivery

4.1 Delivery or shipping dates are approximate only and merely represent Kemtron's best estimate of the time required to make delivery or shipment, unless specifically agreed otherwise in the respective agreement and / or with respect to customer's obligation to make all related payments.

4.2 If the delivery lead-time is indicated as a period (and not as a specific date) it begins upon the date of Kemtron's written order confirmation.

4.3 Every delivery lead-time are subject to timely delivery by Kemtron's suppliers and shall be suitably extended if Kemtron is not able to obtain the relevant Deliveries for reasons beyond Kemtron's reasonable control, if required information or documents are not received in due time by Kemtron, if these are subsequently amended by the customer without the consent of Kemtron or if a down payment is received late.

4.4 If failure to comply with the delivery lead-time is not caused by the sole fault of Kemtron, the customer shall not derive from that fact a right to withdraw from the agreement or to waive delivery or seek compensation. For the rest, the limitation of liability stated in Sec. 11 shall apply.

4.5 Part-deliveries are permitted. In the case of long-term supply contracts, each part-delivery shall be regarded as a separate transaction. The impossibility of making



a part-delivery or delay in effecting a part-delivery does not entitle the customer to withdraw from the whole agreement or to claim compensation.

5. Dispatch, Acceptance of Deliveries by the Customer

5.1 If Kemtron dispatches its Deliveries EXW (at the time hereof, Incoterms 2020), such Deliveries shall be dispatched EXW the relevant plant/warehouse.

5.2 If acceptance of Deliveries is either delayed or rendered impossible for reasons for which Kemtron is not responsible, Kemtron is entitled to store the Deliveries for the account and at the risk of the customer at its own premises or with third parties. The relevant obligations of Kemtron shall then be deemed to have been performed.

5.3 If not agreed upon otherwise in the relevant order of the customer and the related order confirmation of Kemtron, the Deliveries will be packaged for transport in accordance with the prevailing standard packaging terms and conditions of Kemtron (cartons, which are not suitable for stacking).

6. Documents, Payment, Offsetting, Interest on Late Payment

6.1 If the goods are picked up by a carrier or another 3rd party (e.g., FCA (Incoterms 2020), be it on behalf of Kemtron, be it on behalf of the relevant customer) or if Kemtron delivers the goods to a cross-dock, the customer is obliged to make available to Kemtron proof of export (POE) documents within one month from when the goods have been picked-up or from when the goods have arrived at the cross-dock respectively. If the customer fails to provide the POE documents, alternative documents such as import customs declaration from the import country shall be provided. If within the above time frame the customer has not provided the required documents, Kemtron reserves the right to charge any possible taxes, duties and levies as well as any costs and expenses resulting from this.

6.2 At any point in time during the contractual relationship, the customer is obliged to ensure that Kemtron is notified of the correct and valid VAT identification number of the part of the enterprise (main company/branch office) under which the Deliveries are ordered from Kemtron.

6.3 All invoices are payable net within 30 calendar days after the invoice date. Different agreements may be reached between the parties but shall only be valid when made in writing.

6.5 All payments must be made by wire transfer only in the currency prescribed in the relevant order confirmation of Kemtron, without any deductions whatsoever.

6.6 Offsetting of counter-claims of all kinds by any customer towards Kemtron is excluded, save where such counter-claim has been expressly accepted by Kemtron in writing or is finally and bindingly awarded by a court.

6.7 Where several claims are outstanding, Kemtron is entitled to decide which particular claims are settled by the customer's payments.

6.8 The withholding or reduction of payments because of complaints is permitted only with the express consent of Kemtron.

7. Late Performance by the Customer, Insolvency

7.1 If the customer is late in making a payment, either in whole or in part:

- (a) all payment obligations of the customer existing in relation to Kemtron, including those arising from other contracts, shall fall due for immediate settlement. The



same provision applies if the customer is in cessation of payments or if legal composition, bankruptcy or similar proceedings are applied for or imposed with respect to its assets and if other circumstances which threaten to result in the customer's insolvency become known;

- (b) the customer shall automatically and without the requirement of any reminder by Kemtron be in default, and shall become liable for late payment interest with effect from (and including) the day immediately following the last day of the applicable payment period at the statutory rate;
- (c) the customer shall compensate Kemtron for any damages and losses that Kemtron incurs from the customer's delayed payment;
- (d) the customer shall bear any consequences of any accidental damages to or destruction of the relevant Deliveries, in case the risks relating to the relevant Deliveries have not already been transferred to the customer pursuant to these GTCs and / or the relevant agreement.

7.2 In the event of late payment by the customer, Kemtron, without prejudice to its other statutory and contractual rights, may decline in whole or in part to make further deliveries under this or any other contract or make them dependent upon an advance payment or provision of surety.

8. Transfer of benefit and risk

8.1 Any benefits and risks relating to any Deliveries transfer from Kemtron to the customer in accordance with the prevailing Incoterms.

8.2 If a customer is delayed in taking over or accepting any Deliveries, in default with any payment or delays Kemtron's delivery for reasons for which the customer is responsible, the benefits and risks related to the relevant Deliveries shall nevertheless transfer from Kemtron to the customer.

8.3 These rules also apply to replacement Deliveries.

9. Retention of Title

9.1 Any Deliveries, which have been sold by Kemtron to customers remain the property of Kemtron until full payment of the sale price has been received and full settlement of all present and future claims of Kemtron against the customer under and in accordance with the relevant agreement and any related pending business transactions ("**Retention**"). If the customer fails to fully meet his payment obligation, he thereby acknowledges the right of Kemtron to require immediate return of the goods concerned and to arrange for the refund of any installment payment already received.

9.2 The customer shall assist Kemtron in any measures that are necessary to protect Kemtron's title and ownership in any Deliveries. The customer particularly authorizes Kemtron, upon conclusion of the relevant agreement, to register, at the customer's cost, its title in public books or registers in accordance with the relevant national laws and to execute all required documentation. The customer shall store and maintain the Deliveries at its cost for Kemtron for the duration of the period of Retention and insure them for the benefit of Kemtron against fire, natural hazard, earthquake, damage (including breakage and vandalism, transport damage) and loss (including theft and in transit). Further, the customer shall take all necessary measures to ensure that Kemtron's title and ownership is neither impaired nor rescinded.



9.3 Any Retention does not affect the transfer of benefit and risk set out in Sec. 8.

9.4 If the customer breaches the relevant agreement, in particular by not paying the purchase price when due, Kemtron shall have the right to withdraw from the respective agreement and/or to demand return of the Deliveries that are subject to Retention. Demanding return of the Deliveries subject to Retention does not have to constitute a declaration of withdrawal from the relevant agreement. Rather, Kemtron is entitled to demand return of the Deliveries subject to Retention and to reserve the right of withdrawal from the relevant agreement. If the customer refuses to return the Deliveries subject to Retention, Kemtron shall have the right to enter the customer's business premises and to remove the Deliveries that are subject to Retention. Any preliminary measures to prevent the customer from removing the Deliveries that are subject to Retention (including actual enforcement) remain reserved.

9.5 The customer is authorized to sell and/or to process Deliveries that are subject to Retention in the ordinary course of its business, subject to the following specific provisions:

- (a) If Retention continues when Deliveries are combined with third-party goods, Kemtron shall be granted co-ownership proportionately to the invoiced value of the combined goods.
- (b) The customer hereby assigns the receivables from third parties relating to the sale of these goods to Kemtron as security, in full or proportionately based on any co-ownership rights in accordance with the preceding sub-Clause 7.5(a). Kemtron herewith accepts this assignment. The obligations of the customer set out in Clause 7.6 shall also apply accordingly with respect to the assigned receivables.
- (c) The customer remains authorized to collect the receivables and Kemtron undertakes not to collect them as long as and to the extent the customer (i) fulfils its payment obligations to Kemtron, (ii) is not in arrears, with any payments, (iii) has not delayed or stopped payments and (iv) has not filed an application to open insolvency or statutory restructuring proceeding. In such case, the customer shall notify the relevant debtors (third parties) and provide Kemtron with all information that Kemtron may require to collect the assigned receivables.
- (d) If the realizable proceeds of the assigned receivables exceed the level of all secured Kemtron's claims by more than 10%, Kemtron shall release the corresponding part of the security of its choice at the customer's request.

9.6 Any Deliveries that are subject to Retention must not serve as security until full payment has been received by Kemtron for the secured receivables. The customer shall immediately notify Kemtron if a third party tries to encumber Deliveries that are subject to Retention.

10. Warranty

10.1 The warranty period for newly delivered Deliveries is two years, for replacement deliveries in accordance with Sec. 9.4 one year calculated from the date of transfer of risk, irrespective of whether any Supplies are integrated in any products of the customer and whether such products are movable or not. 10.2 Kemtron makes no express or implied warranty extending beyond the Deliveries conforming to the Kemtron product specifications and / or the agreed product specifications. In no case does the warranty of Kemtron extend to merchantability or fitness for a



particular purpose. Any warranty for defects in title shall not extend to the use of any Deliveries by the customer, in particular any violation of third party rights when including the Deliveries in its own products. Kemtron does not grant any guarantee for the persistence of specifications beyond transfer of risk.

10.3 Kemtron must be notified of any defects in the goods without delay in writing. Obvious defects must be reported within five calendar days of delivery. Hidden defects must be reported immediately but no later than within five calendar days of the time when they were detected or could have been detected, failing which the customer shall forfeit all claims arising out of the warranty. The customer shall further forfeit any warranty claims if and to the extent there has been (a) improper installation or testing, (b) failure to provide a suitable operating environment, (c) use of the Deliveries for purposes other than that for which it was designed, (d) failure to monitor or operate the Deliveries in accordance with applicable Kemtron specifications and good industry practice, (e) unauthorized attachment or removal or alteration of any part of the Deliveries, (f) unusual mechanical, physical or electrical stress, (g) modifications or repairs done by other than Kemtron, (h) mishandling during shipment of the Deliveries, (i) any other abuse, misuse, neglect or accident, or (j) the customer recovers the damages otherwise (e.g., but not limited to, from insurance coverage or tax reduction).

10.4 If Kemtron considers the customer's claim for breach of a warranty of Kemtron based on defective Deliveries justified, Kemtron shall, at its option, either provide a replacement free of charge or effect repairs within the time frame then possible for Kemtron or grant an appropriate price reduction, the replacement and repairs subject to the customer returning the defective Deliveries to Kemtron at Kemtron's costs and expenses. If the substitute delivery or repair is likewise defective, the customer may request an appropriate price reduction. Further claims of the customer, in particular for rescission and termination of the relevant contract are expressly excluded, regardless of the legal basis on which they are made. The limitation of liability pursuant to Sec. 11 likewise applies.

10.5 Complaints regarding part-deliveries do not entitle the customer to decline performance of the whole contract by Kemtron.

10.6 Deficiencies of any kind of any Deliveries do not entitle the customer to any claims, rights and remedies other than those stipulated in Sec. 10 and 11.

11. Liability

11.1 To the extent permissible by law, liability of Kemtron shall be limited in every case – even in the event of liability based on the infringement of intellectual property rights – to compensation for direct and immediate damages of the customer (i.e. re-installation or product exchange costs, sorting costs, direct labour costs or direct recall costs where recalls are mandatory under the applicable law). Any other liability including but not limited to loss of chances and profit, loss of revenues, loss of data, loss of use, indirect, consequential and punitive damages is hereby excluded. To the extent permitted by law, Kemtron is only liable for damages to the extent that it has caused such damages by intent or gross negligence.

11.2 To the extent permissible by law, in no event shall Kemtron be liable under any agreement for more than 5 percent of the value of the individual delivery concerned in total under whatever legal title.



12. Medical and other Specific Applications

In connection with any anticipated use of Deliveries by the customer in specific applications, such as, but not limited to, medical applications, unless otherwise confirmed in a written agreement executed by duly authorized representatives of Kemtron, customer acknowledges and agrees that:

- (a) Deliveries are manufactured under normal industrial conditions, which may not satisfy the requirements applicable to products manufactured for certain specific applications. It is the sole responsibility of persons contemplating specific uses, such as medical uses, of the Deliveries to comply with all applicable laws, regulations, codes and standards, including but not limited to the U.S. Federal Food, Drug and Cosmetic Act and regulations of the U.S. Food and Drug Administration.
- (b) The Deliveries have not been designed, manufactured, tested or qualified for use in certain specific applications such as medical applications (including life support systems) and customer has not sought or received any rulings from the FDA or any other government agency as to the safety, effectiveness or appropriateness of its products for such specific applications. Persons intending to evaluate or to use Deliveries for specific applications, in particular, but not limited to, medical purposes must rely on their own medical and legal judgment without any representation on Kemtron's part.
- (c) The customer will indemnify, defend, and hold harmless Kemtron and its officers, directors, employees, agents, and contractors from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or based upon any bodily injury or property damage arising from customer's incorporation of products as part of any product made by customer for specific applications that Kemtron has not expressly approved in writing, such as, but not limited to, medical applications, including without limitation cardiac pacemakers, defibrillators, electrodes, leads, and programmers, and components therefore. Kemtron shall give customer written notice of any such claim and shall cooperate in the defence of such claim at customer's costs and expense.

13. Resale

13.1 Customer agrees that it shall not resell any Deliveries purchased from Kemtron unless it fully agrees with, and fully adheres to, the terms and conditions of Kemtron that apply to any resale of any Deliveries by the customer.

13.2 Kemtron shall not be obligated to provide any warranty service or other technical support for any of its Deliveries not purchased directly from Kemtron or an authorized distributor of Kemtron.

14. Intellectual Property and Intellectual Property Rights

14.1 Kemtron and any of its affiliated companies are and remain the owners of any and all intellectual property in any Deliveries, including in particular, but not limited to, all industrial and intellectual property rights and any knowhow, and no sale and delivery and/or any provision of any Deliveries by Kemtron to any customer shall lead to any transfer of any industrial or intellectual property or any industrial or intellectual property rights. In the case of orders whose performance includes development services, Kemtron is and remains the sole proprietor of the development results including, but not limited to, all concepts, drawings, samples,



ideas, software, documentation and all other material, together with all intellectual property rights relating thereto or filed thereon. Rights of use or licenses for the customer in the developing result or in intellectual property rights are not granted either implicitly or explicitly. In case of any projects that are expected to lead to the creation of development results, the Parties agree that a separate Development Agreement with details governing the full ownership of all industrial or intellectual property embodied therein by Kemtron shall be put in place by both Parties.

14.2 Neither these GTCs and any agreement with, nor any purchases of any Deliveries by, any customer shall be construed to confer upon the Kemtron customer or its own customers any license under any patent or other proprietary rights of Kemtron, except the right to use the Deliveries for the purposes for which they are sold / rendered. In that respect, but also to the extent required when granting any customer access or insight in any data, documents and information relating to any Deliveries, such access or insight shall constitute a perpetual, non-exclusive, non-transferrable, non-sub-licensable and non-alienable license of Kemtron to the customer with respect to the relevant data, documents and information. Kemtron expressly reserves the right to claim any license fee from said Kemtron customer or their customers. Kemtron also reserves the right to terminate any such licence at any time without notice with immediate effect.

14.3 Upon Kemtron's first request, customer shall return any data, documents and information about Kemtron and / or any of its products and services that is in the customer's possession or influence, as determined by Kemtron in its sole and absolute discretion, even if it reaches beyond what is provided for in Sec. 2.4.

14.4 The customer shall solely be responsible that its products and services that include or are based on Deliveries do not violate any third party industrial or intellectual property or any intellectual property rights.

15. Trademarks

The customer shall not use any corporate name or trademarks belonging to or licensed to Kemtron or its affiliates other than as instructed by Kemtron in writing. No license should be construed to be granted either implicitly or explicitly in any Kemtron Trademarks, by the sale of products bearing any such Trademarks or otherwise.

16. Force Majeure

In the event of force majeure or other exceptional events for which Kemtron is not responsible, which make a delivery, fully or partially, be it at all, be it on time, impossible or substantially more difficult, Kemtron may restrict or suspend the delivery for the duration of such obstacle or withdraw from the agreement. Force majeure includes, but is not limited to, war, unrest, rebellion, acts of terrorism and sabotage and similar events, strikes or other industrial conflicts, newly enacted laws and regulations, delay caused by actions or omissions on the part of a government/authorities, elementary events (e.g. flooding, storms, hail, snowfall), earthquakes or other exceptional natural events, epidemics and pandemics as well as any consequential governmental restrictions (e.g. restrictions of trade, any curfews or similar, changes in import/export laws, regulations or tariffs) and/or any shortfall of any public infrastructure (e.g. transportation, energy and IT supply). Under no circumstances shall Kemtron be held liable for claims related to non-performance,



improper performance or belated performance of contractual obligations due to a force majeure event.

17. Third party claims

If a third party claims damages from Kemtron, imposes sales bans or invokes similar precautionary measures on Kemtron and/or any Deliveries because of a use of Deliveries by the customer in violation of Kemtron's instructions at such third party, improper functionality of products of a customer in which it integrated Deliveries or products and services of a customer that are based on Deliveries, or any of the customer's products and services violates any third party intellectual property or intellectual property rights, irrespective of the underlying grounds, or other similar grounds, the customer undertakes to fully assume the dispute with such third party and shall fully indemnify Kemtron against, and hold Kemtron fully harmless from, any damages and losses (including reasonable agent's fees) that Kemtron may incur from such claims, precautionary measures or similar actions of such third party.

18. Export Controls, Compliance

Kemtron and customer agree to fully comply with all applicable import, export, antiboycott, and sanctions laws and regulations, including but not limited to those of the United States, the European Union, and other relevant countries' laws ("Trade Laws"). The customer warrants that it, its parent(s), subsidiary(ies), or affiliate(s), is NOT designated on any government's sanctions or restricted parties lists and shall immediately notify Kemtron if it, its parent(s), subsidiary(ies) or affiliate(s) is added to any government's sanctions or restricted parties lists. The customer will not directly or indirectly sell, export, reexport, release, purchase or otherwise transfer Kemtron Products for or to any prohibited or restricted end-use, end-user, end-destination (including Cuba, Iran, North Korea, Russia, Belarus and Syria) or in violation of applicable Trade Laws. The customer shall immediately inform Kemtron if it becomes aware of a violation of applicable Trade Laws or within two weeks of Kemtron's request for information on compliance with Trade Laws in relation to the Kemtron Products contemplated in the respective agreement. Kemtron reserves the right to cancel an order(s) or terminate the respective agreements if Kemtron, at its sole discretion, has reason to believe that the transaction(s) related to the respective agreement would violate, or have violated, applicable Trade Laws or if Trade Laws implemented after the date of the respective agreement would prohibit or significantly limit execution of this agreement.

19. Confidentiality

The customer must keep secret all confidential data, documents and information received from Kemtron in the context of the business relationship or which it gains access to about Kemtron and any of its products and services and refrain from disclosing it to third parties and must not use it for any purpose than the use agreed upon with Kemtron in the relevant agreement, unless with respect to which Kemtron has expressly stated that such data, documents and information are of a non-confidential nature or with respect to which the non-confidential nature is outright visible from the type of the relevant data, document or information.



20. Miscellaneous

20.1 Should any provision of these GTC or part thereof be or become void, invalid or ineffective, such void, invalid or ineffective provision or part thereof shall not affect the validity of the other provisions or the other part of the affected provision. The void, invalid or ineffective provision or void, invalid or ineffective part thereof shall be replaced by a valid provision or part thereof, which as far as possible satisfies the same originally intended legal and economic purpose without being itself void, invalid or ineffective.

20.2 No customer must transfer or assign any agreement with Kemtron or any interest therein, by operation of law or otherwise, without the prior express written consent of Kemtron. Any attempted transfer or assignment without such consent shall be void. Kemtron may assign any agreement with a customer or any interest therein at any time to any affiliate without the consent of the customer.

20.3 Any alterations of, and any amendments to, any agreement between Kemtron and of its customers require an express agreement in text form by all involved parties.

20.4 No failure by Kemtron to insist on strict performance of any term or condition hereof and / or any agreement with Kemtron shall constitute a waiver of such term or condition or any breach thereof by Kemtron, nor shall such failure in any way affect Kemtron's legal remedies with respect to any default by the customer hereunder and / or any agreement.

21. Place of Performance, Applicable Law and Place of Jurisdiction, Special Domicile

21.1 The place of performance for the performance by the customer or by Kemtron is London, UK, unless not agreed otherwise in any agreement (including these GTCs).

21.2 Any legal relations between Kemtron and any customer shall be governed solely by English law to the exclusion of the conflict of laws principles and any international treaties. The Vienna Purchasing Convention (United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980 (CISG)) is hereby specifically excluded.

21.3 All disputes arising out of the contractual relationship with any customer, relating to it or affecting its validity or the validity of these GTC shall fall within the sole jurisdiction of the courts at the place where Kemtron has its registered office, at the date hereof. Kemtron shall have the right, however, to invoke proceedings against any customer at the customer's place of business or the place where any products are located at any given time.
