

Standard Terms and Conditions

NMI Technologie Transfer GmbH (NMI TT)

§ 1 Scope and Defense Clause

(1) The regulations stipulated by the German Civil Code (BGB) and German Commercial Code (HGB), as amended by these Standard Terms and Conditions, shall apply to the legal relations between the NMI Technologie Transfer GmbH and its clients and suppliers.

(2) Divergent general terms and conditions of customers and suppliers are rejected.

§ 2 Prices and Payment

(1) For supplies and services, our prices are quoted net, ex works NMI Technologie Transfer GmbH. The statutory value added tax (VAT) shall be added to the invoice on the day of billing if VAT is applicable in relation to the respective customer.

(2) Full payment for our supplies and services shall be due within 30 days of the invoice date. Payment shall be due without a cash discount. The goods delivered shall remain the property of the NMI Technologie Transfer GmbH until the invoiced amount is paid in full.

(3) The customer shall neither be entitled to offset his claims against our claims nor shall the customer be entitled to execute withholding rights against our claims, in both cases except if the claims of the customer are subject of a final court decision affirming such claims or if we have confirmed such customer's claims.

§ 3 Governing Law and Place of Jurisdiction

(1) The contractual relations between the NMI Technologie Transfer GmbH and its clients and suppliers are subject to the laws of the Federal Republic of Germany; and the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

(2) The exclusive place of jurisdiction for legal disputes with our clients and suppliers shall be Reutlingen, Germany. The NMI Technologie Transfer GmbH shall however at its sole discretion be entitled to take legal action at the general court of jurisdiction of the customer's domicile.