

GENERAL TERMS AND CONDITIONS OF SALE

issued by DEUMU Deutsche Erz- und Metall- Union GmbH as of May 2022

This English version of the General Terms and Conditions is a translation of the German original text. In case of uncertainty or doubt, the German original text shall have preference and shall constitute the only valid and binding version.

A. General Provisions

I. Formation of Contract

1. Any provision of goods and services by us to any person other than a consumer in terms of § 13 German Civil Code [BGB] shall exclusively be based on the following General Terms and Conditions of Sale ("Terms and Conditions"). These Terms and Conditions shall apply to all future deliveries and services, even in the absence of another express agreement. Any terms and conditions of purchase of the purchaser are hereby rejected. Even in case we do not object again, those terms and conditions shall not be accepted by us. Our Terms and Conditions shall be deemed to be accepted at the latest upon receipt of the consignment or services by the buyer. If terms and conditions differing from these Terms and Conditions are agreed upon, the provisions of the present Terms and Conditions shall apply additionally, as far as these Terms and Conditions do not interfere with the terms and conditions agreed upon.

2. The goods to be delivered under the contract shall be limited to those produced by us unless otherwise agreed.

3. As long as there is no other written agreement our offers are non-binding; we reserve the right of prior sale.

4. Any order of the purchaser, regardless in which form it may be issued, shall, unless otherwise agreed, require our express declaration of acceptance in order to form a binding contract. After formation of the contract any change order of the purchaser shall, correspondingly, require our confirmation.

5. Any declaration by us as to the concluding, amendment or ending of a contract shall require either a document in writing bearing signatures [Schriftform] or any other text document of a replicable nature displaying the originating signatory [Textform as per § 126b German Civil code [BGB]]. Documents which we have automatically generated through a partly-automated electronic order data processing shall be valid without any signature.

6. A framework agreement covering a fixed quantity to be delivered shall oblige the purchaser to accept and pay for the entire quantity to be delivered within the agreed period; any call-up order of the purchaser or part deliveries within the agreed run-up time shall be deemed to be a determination of the performance time for the respective part quantity.

7. A framework agreement which itemizes only prices in relation to undefined delivery quantities, but which contains no obligations of the purchaser to accept specific quantities, shall not constitute any duty to supply on our part; any duty to supply shall be constituted only by way of a binding individual contract, the concluding of which shall be subject to our sole discretion.

8. Insofar as it is agreed with the purchaser that the purchaser may independently remove or request goods from a warehouse made available by us to the purchaser or any other warehouse to be supplied by us, the availability of goods in terms of the supply relationship shall be deemed to be a permanent offer – subject to any agreement to the contrary –, which shall be deemed to be accepted by any authorized removal or request for goods from the warehouse – regardless of whether such removal is by the purchaser or

by us at the request of the purchaser. We reserve the right to withdraw the right of the purchaser to remove or request goods from such warehouses at any time for any important reason – in case of exposure to existing or future claims for the purchase price, in case of irregularities in accounting, in case of any exposure to the goods or in case of the ending of the supply relationship.

9. Unless expressly otherwise agreed, and unless interfering with these Terms and Conditions, the current editions of the General Terms of Metal Trading [Usancen des Metallhandels] issued by the Verband Deutscher Metallhändler e. V. shall apply to metal business.

The aforesaid rules shall apply subject to the provision that any "guarantees" [Garantien] and "warranties" [Zusicherungen] which might be provided within these rules shall only have the legal effect of an agreed description of the merchandise, but not the legal effect of a guarantee in terms of the German Civil Code [Bürgerliches Gesetzbuch].

10. Deliveries and services subject to industrial property rights may only be resold with our consent.

II. Purchase Price and Payment Conditions

1. The purchase price shall be due immediately after delivery or removal from the warehouse.

2. If it is agreed that the purchaser, within a certain timeframe following our provision of a notice of readiness for dispatch, is to issue a release for dispatch statement pertaining to ordered goods, we shall, from the expiry of such timeframe onwards, be entitled to store the goods for a charge and to invoice both the goods and the cost of storage; in such case the purchase price shall be due for payment 30 days from the date of invoice.

The rights under A. II. 5 shall remain reserved.

3. Payment shall be without any discount for early payment so that the funds shall be available to us on the due date. The purchaser shall only be entitled to set off claims that are undisputed or final and absolute under a court judgment; any rights of the purchaser to retain monies shall be limited to those arising from the same contractual relationship.

4. In case of any failure to pay by the target date interest shall be charged at nine per cent above the basis interest rate.

5. Insofar as our claim for the purchase price is put at risk due to any subsequent circumstances which lead to a substantial deterioration of assets on the side of the purchaser, we shall be entitled to immediately declare such amount due for payment.

6. In case of 5 above, as well as A. IV. 8, we may revoke any authorization to collect (A. IV. 7) and demand payment in advance for any outstanding future deliveries.

7. The purchaser may avoid the legal consequences described in 6 and A. IV. 8 above by providing a security which amounts to the payment due to us.

If the purchaser in case of 6 or A. IV. 8 does not provide advance payment or reasonable security within a reasonable deadline, we may withdraw from the contract to the exclusion of any rights of the purchaser to claim for compensation.

8. The provisions of law in relation to late payment and any defenses based on financial insecurity (§ 321 German Civil Code [BGB]) shall not be affected.

9. If any acceptance / testing of materials is agreed, the purchaser shall bear the costs for its own personnel and those of personnel it instructs and shall reimburse our expenses according to our current price list. Acceptance shall be carried out in the supplying plant.

10. Any additional services not specified in our price list and in relation to which no remuneration agreement has been entered, shall be paid for according to our current hourly rate for extra services, or alternatively according to the conventional local remuneration rate for comparable work.

11. In case of any substantial changes in the costs of raw materials, input materials, energy, transport, or environmental protection, or in case of the introduction of any new public charges, or any substantial increase of existing public charges, or in case of any burden of a similar effect, whether of a civil or public nature, which in total or individually lead to a substantial increase in our costs of performing the contractually owed goods or services in comparison to the costs used as the basis for concluding the contract, we may unilaterally increase the prices to the extent that such reflects a transfer of the actual increase in costs using the original basis of calculation; this shall not apply if the binding or non-binding delivery dates are within the first four months from the date of the concluding of the contract; furthermore, this shall not apply if the changes in costs were foreseeable in concrete terms. In relation to framework agreements in accordance with A. I. 6 and A. I. 7 the above provisions shall apply accordingly on the basis that the four-month deadline shall commence from the time of the concluding of the framework agreement. Any increase in prices shall be limited to the actual changes in costs of the respective pricing elements and shall be notified to the purchaser without undue delay. The purchaser may terminate the framework agreement on an extraordinary basis or withdraw from the respective individual contract within two weeks of receiving notice of such to the exclusion of any further rights.

III. Securities

1. We shall be entitled – notwithstanding our other legal and contractual rights – to receive a valuable security for all our claims arising from goods and services even to the extent that such claims are conditional or of limited duration. Our failure or omission to enforce our claim for securitization, regardless of whether in individual cases or temporarily, or to exhaust the maximum possible amount, shall under no circumstances constitute a waiver of any right to such security.

2. When the purchaser fails to provide a demanded security or fails to prolongate a rendered security which is about to elapse, although having been requested to do so, we shall be entitled to exercise a right of retention and a right to deny access to stock withdrawals pertaining to any deliveries and services which have not been performed yet. After unsuccessful expiration of a deadline, we shall be entitled to withdraw from the contract concerning any goods and services that have not been performed yet, whereas the purchaser shall forfeit any claims for compensation.

3. Whenever we process or finish an item that has been supplied or made available to us by the purchaser, or whenever

we render services in relation to such item or we use the item as an auxiliary means of performing our goods or services, a contract-based lien on such item shall be granted by the purchaser in our favor to support the securing of any payment claims for the processing or finishing as well as for any additional services. Any rights resulting from statutory liens shall not be affected thereby.

IV. Retention of Title

1. All goods that are provided by us shall remain our property (retention of title goods) until such time as all claims, and in particular, claims related to any outstanding balances which are owed to us in relation to the business relationship have been satisfied. This shall also apply to future and conditional claims. We may label retention of title goods as such and prohibit the purchaser from removing or making unrecognizable such labels, or we may require the purchaser to subsequently undertake such labelling.

2. The processing of any retention of title goods shall take place for us as manufacturer in terms of § 950 Civil Code [BGB] without us being subject to any duty. The processed and finished goods shall be deemed to be retention of title goods in terms of IV. 1.

3. Any processing, connection or mixing of the retention of title goods with other goods by the purchaser shall make us a co-owner in the new item in proportion to the invoice value of the retention of title goods and the invoice value of the other goods used. If the ownership of the supplier is extinguished by such connection, mixing, or processing, the purchaser hereby transfers to us in advance its own rights of ownership or expectant rights to the new stock or to the object to the extent of the invoice value of the goods subject to retention of title and, in case of processing, in proportion to the invoice value of the goods subject to retention of title and the invoice value of the other goods used, and shall store such for the supplier at no charge. Our rights of co-ownership shall be deemed to be retention of title goods in terms of IV. 1.

4. The purchaser may sell the retention of title goods only during normal business activities subject to its normal business conditions and only if it is not in default, provided that the claims arising from the resale in accordance with IV. 5 and 6 are transferred to us. The purchaser shall not be entitled to dispose of the retention of title goods otherwise. The use of retention of title goods to complete construction contracts [Werkverträge] shall also be regarded as being a resale in terms of A. IV.

5. Any claims of the purchaser arising from the resale of retention of title goods are hereby assigned to us in advance. Such shall serve to the same extent as security for the retention of title goods in terms of IV. 1.

6. If the retention of title goods is sold by the purchaser in conjunction with other goods, the claim arising from the resale shall be assigned to us in proportion to the invoice value of the retention of title goods and the invoice value of the other goods. In case of a resale of goods in which we have a right of co-ownership in accordance with IV. 3, a share corresponding to our right of co-ownership shall be assigned to us.

7. The purchaser may collect any monies claimed arising from a resale unless we revoke the right to collect monies. We shall be entitled to revoke the right to collect monies as soon as our claim for payment concerning deliveries and services that have already been performed or that are going to be performed is at risk and the purchaser fails to render any

other suitable security. Upon our request, the purchaser shall immediately notify its customers of the assignment to us – insofar as such is not undertaken by us – and shall provide us with the necessary documentation to collect monies.

In no event shall the purchaser be entitled to assign a claim.

8. If the purchaser is in default with payment, we shall, upon unsuccessful expiry of a deadline, be entitled to withdraw from the contract concerning the relevant goods. Following the withdrawal from the contract, we shall be entitled to prohibit any further processing of the goods, to recover the goods and in connection therewith to access the premises of the purchaser.

9. The purchaser shall notify us without undue delay of any lien or other encumbrance by a third party.

10. If the value of the existing securities in total exceeds the secured claim by more than ten per cent, we shall, upon the request of the purchaser, release security of our choice to such extent.

B. Subject Matter of the Contract and Performance of Delivery

I. Delivered Goods and Origin of Goods

1. The goods to be delivered and the quantity and quality thereof shall be in accordance with the individual written agreement.

2. There shall be no right to receive goods the origin of which, in terms of preferential customs regulations, is from the European Union, unless such a place of origin has expressly been agreed.

II. Delivery Reservation; Delivery Dates; Force Majeure

1. Delivery periods shall commence from the date of the confirmation of the order but shall in no case commence prior to complete clarification of any details of the order; this shall apply correspondingly to delivery dates. All delivery deadlines and dates shall be subject to a reservation of unforeseeable disruption of production and timely correct and sufficient supply of the necessary raw materials, input materials and third-party services and, insofar as the contract covers trading goods, be subject to the availability and timely correct and sufficient deliveries to us.

Any failure to meet delivery deadlines or delivery dates which were confirmed subject to reservation shall not constitute a default.

2. If the purchaser fails to timely perform any contractual duties – including its duty to assist or supplementary duties – such as the provision of a letter of credit, the obtaining of domestic or foreign certificates, the provision of advance payments or any similar matter, we may extend our delivery dates and deadlines to a reasonable extent – notwithstanding our rights in relation to the default of the purchaser – according to the requirements of our production procedures.

3. Delivery periods and dates refer to the time of dispatch. Both shall be deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time for reasons for which we are not responsible.

4. In case of *Force Majeure* the contractual obligations of both parties shall be suspended and the dates and deadlines for the performance of contractual duties shall be postponed correspondingly. *Force Majeure* shall include any material event or incident which cannot be prevented even if the utmost care is exercised, and which results in a party being unable to fulfill its contractual obligations or only

being able to do so at unreasonably expense. *Force Majeure* shall include, without being limited to: natural disaster, earthquake, volcanic eruption, severe thunderstorm, lightning, flood, unusually heavy snowfall, hurricane-force storm, fire, explosion, release of radiation or toxins, war, terrorism, threat of attack, cybercrime, riot or civil commotion, embargo or governmental, judicial or other sovereign action regardless of its legitimacy, epidemic or plague, currency collapse, inflation, labor dispute in our own or in third-party plants, substantial limitations to transportation, substantial mechanical failure, or any other event of similar severity. Any event of *Force Majeure* shall be notified to the other party without undue delay. At the earliest after a six-week period of a *Force Majeure* event, either of the parties may withdraw from that part of the contract which has been affected by *Force Majeure*, without being liable for a compensation for that withdrawal. The obligation to pay for goods or services that have already been performed shall not be affected by *Force Majeure*. Any rights of the purchaser to withdraw under B. II. 7 shall not be affected thereby.

5. The purchaser shall be entitled to claim under § 281, § 323 German Civil Code [BGB] in the event of non-compliance with delivery dates or deadlines only if it has provided us with a further reasonable deadline for delivery which – at variance with § 281, § 323 German Civil Code [BGB] – is given in connection with a declaration that it will refuse to accept any delivery after the expiry of the deadline; in case of the expiry of the deadline without delivery any claim for performance shall be excluded.

6. In case of default, we shall be liable to the purchaser for damage and expenses arising out of or in connection with delays in performance only if we culpably failed to meet agreed delivery deadlines and dates; our liability shall be determined in this regard in accordance with the provisions of C.

Without affecting its legal obligations to mitigate the damage, the purchaser shall notify us in writing without undue delay of any recognizable pending damage resulting from delay. We reserve the right to advise the purchaser of the possibilities for covering purchases.

7. The purchaser may withdraw from the contract without setting any deadline if the performance of the entire delivery becomes permanently impossible for us before the transfer of risk. In addition, the purchaser may withdraw from the contract if, in relation to any order, the performance or any part of the order becomes impossible, and it has a reasonable interest in refusing part delivery. If this is not the case, the purchaser shall pay the relevant portion of the contract price resulting from the part delivery. The same shall apply in case of our inability to perform. In addition, the provisions of C. shall apply.

8. The purchaser undertakes to fulfil the security and reliability requirements issued by the German customs authorities for certification as an “Authorized Economic Operator” [“Zugelassener Wirtschaftsbeteiligter”] (ZWB/AEO). Insofar as the purchaser itself does not have, or has not applied for, a recognition as an Authorized Economic Operator, it undertakes to provide us with a separate declaration in the form available from the customs authorities stating that it will comply with security and reliability requirements. The purchaser undertakes to immediately inform us if any security or reliability requirements are infringed by it or any auxiliary party appointed by it in terms of the contract performance or if compliance can no longer be ensured.

We are entitled to terminate any contract for good reason if the purchaser does not comply with necessary security and

reliability requirements for recognition as an Authorized Economic Operator, or if it does not provide any security declaration to us after being requested to do so, or if the purchaser or any auxiliary party appointed by it for the performance of the contract substantially or repeatedly infringes such security and reliability requirements.

III. Size, Weight, Quality

Any variations in size, weight and quality in terms of German engineer standards (DIN) or applicable practice are permissible. Weight shall be determined on certified scales, and such shall be the basis of invoicing. Proof of weight shall be by way of the provision of the weighing record. Unless individual weighing of the items - such being the usual procedure - takes place, the total weight of the delivery shall apply. Any differences in relation to the calculated individual weights shall be spread across such delivery proportionately. The purchaser shall have the right to establish that any weighing procedure undertaken by us is incorrect.

IV. Transport, Packing and Transfer of Risk

1. The buyer shall be obliged to pick up the goods after notice of allocation at his own risk and expense unless a sale by delivery to a place other than the place of performance [Versendungskauf] was agreed upon.

2. Goods ready for dispatch have to be called off instantly, otherwise we shall be entitled to store the goods at our own discretion and at the buyer's risk and expense and invoice the goods as having been delivered.

3. In case of a sale by delivery to a place other than the place of performance we shall only be obliged to select and to assign a proper and credible carrier company; the buyer shall carry the costs of transportation. Upon hand-over to the forwarding agent or carrier, the risk, including distraint, shall in all cases pass to the buyer, including FOB and CIF transactions.

4. In addition, unless otherwise provided for in these Terms and Conditions, the interpretation of the various trade terms of sale shall be determined by the INCOTERMS® rules.

V. Rights Arising from Defects

1. The contractual quality and the absence of defects of our goods shall be determined exclusively in accordance with the express agreements as to quality and quantity of the ordered goods at the time of transfer of risk (§ 434 para. 2 no. 1 BGB) on the condition that any production-related minor variations within the normal tolerance range for the industry shall not constitute a defect. Any liability for a particular purpose or a particular use will be accepted by us only if such is expressly agreed; otherwise, the risks of suitability and use shall be exclusively with the purchaser. Neither for the fitness for the intended purpose stipulated in the contract regulated in § 434 para. 2 no. 2 BGB nor for the objective requirements regulated in § 434 para. 3 BGB will we accept any liability. This shall also apply if we are aware of the intended use of the goods or do not object to a suitability of the goods or service for a specific use. We shall not be liable for any deterioration or destruction or incorrect use of the goods after the transfer of risk.

In case the purchaser intends to use our goods for safety-relevant items or elements, the necessary due diligence requirements and the subject, the number, and the range of safety inspections to be carried out by us must expressly be

agreed in the contract. This shall not relieve the purchaser from his sole responsibility for any fitness for purpose or use.

2. The content of any agreed specifications and any other expressly agreed purpose shall not constitute a guarantee [Garantie]; any acceptance of a guarantee shall require a written agreement of such.

3. The purchaser shall, upon receipt, inspect any goods received without undue delay. Any right to claim for a defect which is perceptible during a reasonable inspection shall exist only if notice of such is given in writing without undue delay. Any hidden defect must be notified upon discovery without undue delay.

After the carrying out of an agreed acceptance, notice of any defect which could have been detected during acceptance shall be excluded.

4. In case of a notice of defect, the purchaser shall, without undue delay, give us the opportunity to examine the demurred goods. Upon our request, the demurred goods or a sample thereof shall be made available to us at our expense. In case of any unjustified notice of defect we reserve the right to charge the purchaser for freight and handling costs as well as for testing expenses.

5. In case of goods sold as sub-grade material (e. g. so-called II-a material), the purchaser shall have no rights in relation to identified defects and other defects which would normally be expected.

6. In case of any defect, we shall remedy the defect by way of providing subsequent performance [Nacherfüllung], which shall, at our choice – while considering the needs of the purchaser –, either be made by way of a replacement delivery or by way of curing the defect; mandatory rights of the purchaser as provided by the law regarding subsequent performance shall not be affected.

If the subsequent performance may only be carried out at a disproportional and unreasonable cost, we shall be entitled to refuse to carry out subsequent performance, whereas the mandatory rights of the purchaser following such a justified refusal, as provided by the law, shall not be affected.

If we fail to render the subsequent performance successfully within a reasonable period, the purchaser may set us a reasonable deadline for subsequent performance, after the expiry of which the purchaser may either reduce the purchase price or withdraw from the contract.

Any further rights exceeding the rights as set forth in B. V. 6, e.g., to compensation or reimbursement of expenses without avail, shall only exist in terms of the provisions of C.

7. The limitation period in case of a defect shall end – except in case of willful acts or gross negligence – after the expiry of one year from delivery. Notwithstanding sentence 1, the statutory limitation periods as per the German Civil Code [BGB] shall apply for goods which, in accordance with their normal use, have been employed in a construction and which have caused a defect to that construction. §§ 445a (recourse of a seller), 445b (limitation period for recourse claims) and § 478 (cost of handing over) German Civil Code [BGB] shall not be affected. Any repair or replacement delivery shall not initiate the limitation period again.

Notwithstanding the aforesaid provisions, the relevant prescribed statutory limitation periods shall apply for personal injury or damage to privately used property or in case of willful acts.

8. Any right of recourse of the purchaser against us under §§ 445a, 445b and § 478 Civil Code [BGB] shall be limited

to the extent permitted by law for defect claims made by third parties against the purchaser and shall be subject to the purchaser fulfilling its duty in relation to us to examine the goods and to notify us of any defects. The purchaser shall be obliged to repel any unjustified claims. We shall neither be liable for any contractual extensions of the purchaser's liabilities in relation to its buyers or third parties nor for any guarantee covenants made by the purchaser towards its buyers or third parties nor for any compensation exceeding the amount which would be due according to the law if granted by the purchaser to its buyers or third parties.

9. We shall neither be liable for any reclamation fees nor for any lump sum damages nor for any penalties whatsoever.

10. Insofar as the United Nations Convention of 11 April 1980 as to the International Sale of Goods (UN Sales Law) applies, such shall do so subject to the condition that any claims for damages or expenses against us due to defects in the purchased goods or for any other failure to perform shall only apply in case of any fault by our legal representatives or agents and only in terms of the limits set out in the following provisions of C. The aforesaid limitations shall not apply to personal injury, damage to privately used property or for cases where a liability is mandatory as per the law.

C. General Limitations of Liability

1. Our liability for damages or expenses regardless of the legal basis shall be limited or excluded in accordance with the provisions of C.

2. We shall be liable only in case of willful acts or gross negligence of our legal representatives or agents or in case of a culpable and substantial breach of a contractual duty.

3. In case of a culpable and substantial breach of a contractual duty we shall be liable – except in case of a willful act or gross negligence of our legal representatives or agents – only for typical, foreseeable damage.

4. Any liability for loss of production and loss of profit shall be excluded in all cases.

5. Our liability, regardless of the legal basis, shall be limited to the total contract value – in case of call-offs or individual orders based on a framework agreement limited to the contract value of the relevant call-off or individual order – insofar as no higher insurance coverage or rights to higher levels of compensation exist in relation to any third party outside of the group. If the total contract value or the call-off or individual contract value without statutory turnover tax [Umsatzsteuer] is less than € 50,000, the amount of € 50,000 shall apply as the maximum level of liability insofar as no higher insurance coverage or rights to higher levels of compensation exist in relation to any third party outside of the group.

6. The limitations and exclusions of liability contained in these General Terms and Conditions shall not apply in case of willful acts or in case of personal injury, damage to privately used property or in cases where applicable mandatory law requires such liability.

D. Miscellaneous

I. Insurance

We hereby authorize the buyer to transfer the insurance

premium agreed upon in the current version of the so-called Cologne Agreement [Kölner Abkommen], which includes insurance tax, for each ton of delivered steel scrap to the special account of the insurer under the reference "Schrottabgabe" and to charge it to our account.

II. Tax, Customs, Duties

1. In addition to the purchase price, we shall invoice turnover tax [Umsatzsteuer] on sales in the Federal Republic of Germany at the respective applicable rate.

2. Any cross-border deliveries shall be excluding customs and tax. Insofar as customs, tax and other duties are levied, such shall be the responsibility of the purchaser.

III. Proof of Export

If the purchaser or a party instructed by the purchaser resident outside of the Federal Republic of Germany collects any goods and transports or sends such to a foreign country, the purchaser shall provide evidence of such to us by way of written documentation which satisfies the turnover tax law requirements of the Federal Republic of Germany. If such evidence is not provided within thirty calendar days of the transfer of goods, the purchaser shall pay the turnover tax on the invoice amount in accordance with the level of tax for deliveries within the Federal Republic of Germany.

IV. Data Protection

1. The parties undertake to comply with the applicable data protection provisions, in particular the EU General Data Protection Regulations, and the German Federal Data Protection Act [Bundesdatenschutzgesetz].

2. We point out that any data in connection with the contractual relationship and the processing of the contract shall be processed and stored for the purpose of the execution of the contract.

3. We reserve the right to make available by electronic means to insurance companies as well as institutions for protecting suppliers' credit and any credit rating agencies any data on the contractual and payment processing and any other information suitable for determining the creditworthiness in relation to the contractual relationship.

V. Applicable Law

The laws of the Federal Republic of Germany including the „Convention of the United Nations of 11 April 1980 as to the International Sale of Goods“ shall exclusively apply to any legal relationship between the contractual parties.

VI. Place of Performance and Jurisdiction

1. The place of performance for delivery and payment for both contractual parties shall be the place of the headquarters of our company.

2. The exclusive place of jurisdiction shall be Hannover, Germany. We may also elect the general jurisdiction of the purchaser.