



## BMI GENERAL TERMS AND CONDITIONS OF PURCHASE (“BMI GTCs”)

“BMI” means the BMI legal entity specified on the Purchase Order. “Supplier” means the party selling the applicable Products or Services to BMI. By selling Products and Services to BMI, Supplier agrees that the BMI GTCs apply to BMI’s purchases. Any modifications to these terms and conditions must be in writing and signed by BMI. “Purchase Order” is the printed instruction stating BMI’s requirements, which will quote an unique Purchase Order Number which must be quoted on all correspondence. References to (i) “Products” include items and related services specifically provided for in the Agreement (as defined below) purchased by BMI from Supplier; (ii) “Services” means services specifically set out in the Agreement performed by Supplier.

**1. TERMS AND CONDITIONS OF PURCHASE.** (a) Any Products or Services purchased from Supplier by electronic, paper or any other form of transmission, are purchased subject to the following: (i) if Supplier and BMI already have a fully-signed purchase/supply agreement currently in effect with BMI, then the terms of that agreement shall prevail over the BMI GTCs; and (ii) if there is not already a fully-signed purchase agreement currently in effect between Supplier and BMI, then the BMI GTCs together with the Purchase Order shall constitute the “Agreement”. (b) Supplier shall provide in a timely manner, and not later than 5 working days after the Purchase Order date, written confirmation to BMI that Supplier either accepts or rejects the Purchase Order sent by BMI. Any amendment to the Purchase Order made by Supplier shall be accepted by BMI only in writing. Any Purchase Order accepted by Supplier will become, together with the BMI GTCs, a legally binding Agreement. (c) The Supplier personnel shall at no time be deemed to be employed or otherwise engaged by BMI. (d) BMI may assign any Agreement to any legal entities which are part of the group of companies that it belongs to without the consent of Supplier and without given any prior notice to supplier. (e) Supplier may not assign or subcontract its obligations under the Agreement without the prior written consent of BMI. In case of an approved subcontracting, Supplier will remain liable for all acts or omission of its subcontractors.

**2. PRICING; PAYMENT.** (a) Unless otherwise provided elsewhere in the Agreement, prices are: (i) stated in Euros; (ii) not subject to increase for the duration of the Purchase Agreement; (iii) DDP (INCOTERMS 2020) at a facility specified by BMI; and (iv) inclusive of all charges (incl. insurance). No extra charges of any kind, including, but not limited to, surcharges, will be allowed unless first specifically agreed to by BMI in writing. (b) Unless otherwise provided elsewhere in the Agreement, payment will be net 30 days from the later of the date of BMI’s receipt of (i) an undisputed invoice; or (ii) conforming products as applicable. Invoice date must not precede shipping date.

**3. TRANSPORTATION; DELIVERY.** (a) Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Supplier will promptly notify BMI in writing if Supplier anticipates difficulty in complying with a required delivery date. BMI has no obligation to accept deliveries that are not made on the required delivery date. If Supplier fails to meet a required delivery date, BMI can cancel the Agreement and demand compensation for non-fulfillment including any costs of procuring replacement products or services as well as all other costs that the BMI incurs as a result of the delay. (b) Unless otherwise provided elsewhere in the Agreement, title and risk in the Products or Services shall pass directly to BMI from Supplier, immediately upon delivery. Supplier shall have no rights of retention of title, and Supplier will convey good title to the Products, free of any liens or encumbrances. (c) Supplier will be

solely responsible for all demurrage charges resulting from Supplier’s actions or inactions in delivering Products as specified herein.

**4. INSPECTION.** BMI may inspect and test all Products, Services and all materials, equipment and facilities utilized by Supplier in producing Products or performing Services. Supplier shall submit for approval before use samples of the whole or any part of the Products (including any materials, components, packaging, and labelling). Supplier must keep and retain complete, clear, accurate and up-to-date records relating to the performance of Agreement (incl. technical documentation and any declarations of conformity / declarations of Performance) for at least 6 years after the end of the Agreement or such longer period as required under any relevant laws. Unless otherwise agreed by BMI in writing, Supplier will deliver to BMI a certificate of analysis as to specifications approved by BMI with respect to each Product lot shipped.

**5. WARRANTIES.** (a) In addition to any warranty implied by fact or law, Supplier represents, warrants, certifies and covenants that all Products and Services will be: (i) free of any claims by third parties; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by BMI; (iii) free from any and all defects, latent or patent; and (iv) of satisfactory quality and fit for any purpose held out by the Supplier and made known to the Supplier by BMI. (b) Supplier further warrants it has good title to the Products and that all (x) Products will be of merchantable quality, and (y) Services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. (c) Unless otherwise provided by law, the above representations, warranties, certifications and covenants will be in effect for a period of twelve (12) months from the date of receipt of conforming Product by BMI from the date of final acceptance of Services by BMI; provided however, that where a latent defect is discovered, the above representations, warranties, certifications and covenants will be in effect for a period of twelve (12) months from the earlier of the date of discovery by BMI of a latent defect in Supplier’s Product or Services or the date such latent defect should reasonably have been discovered by BMI with the exercise of reasonable diligence. (d) If any Products or Services fail to conform to the above representations, warranties, certifications and covenants, then Supplier, at BMI’s option, will: (1) with respect to Products, replace or repair the nonconforming products; (2) with respect to Services, re-perform all Services necessary to correct any such nonconformity; or (3) refund the purchase price of the nonconforming Products or Services and any related costs incurred by BMI. If Supplier does not replace, repair or re-perform, as applicable, within a reasonable time after notice of such non-conformance, BMI may do so at Supplier’s expense. (e) Any replacement Products or Services also will be subject to the above representations, warranties, certifications, covenants and warranty periods. The warranty period for repaired Products or Services as stated in section 5 (c) will be extended to account for the time lapsed until the repair was completed. (f) Any rights or remedies of BMI set forth in the Agreement are not exclusive and BMI also has all rights and remedies available under applicable law.

**6. QUANTITY TERMINATION; ORDER CHANGES.** (a) BMI may, by written notice to Supplier, terminate its purchase of any quantity of Products or Services (i) for convenience, (ii) if Supplier fails to complete or deliver any part thereof when required, and/or (iii) if Supplier is in breach of any term of the Agreement, including, without limitation, any provision of Sections 7, 8 or 9. In case of

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Section 6(a)(i), BMI will pay Supplier termination charges equal to the cost of materials and labor incurred (and not otherwise mitigated) on ordered Products or Services prior to the date of BMI’s termination notice; provided Supplier takes all steps reasonably necessary to mitigate such costs. Supplier will notify BMI, in writing, specifying the actual termination charges within thirty (30) days after termination. In case of Section 6(a)(ii) and/or 6(a)(iii), no termination charges will apply and BMI may procure substitute products or services and Supplier will be liable to BMI for all costs incurred by BMI as a result of such failure or breach. (b) Prior to shipment or completion, BMI may request changes with respect to the Products or Services to be provided, including, but not limited to, changes in method of shipping or packing, time or place of delivery and increases in delivered quantity. Supplier will promptly notify BMI of any resulting increase or decrease in cost and BMI and Supplier will agree on any price adjustment before implementing any such change. In the absence of such agreement, BMI shall have the sole option to withdraw its request for any such change. (c) Supplier shall give BMI as much advance notice as possible (and shall provide such details as are required by the BMI) in the event it needs to change either the manufacturing process, or equipment or tools used to manufacture the Products to an alternative which may in any way impact the Products or the specification agreed.

**7. COMPLIANCE.** (a) Supplier represents, warrants, certifies and covenants that Supplier and its employees and contractors will comply with all applicable laws, rules, regulations (including the laws of the countries in which Products are produced) and orders in performing Supplier’s obligations under the Agreement, including, but not limited to, environmental, health and safety laws and regulations, immigration laws, equal employment opportunity laws and regulations, child labor and anti-slavery laws, international sanctions, counter terrorist financing-related laws, anti-money laundering and fraud laws, and any laws or regulations regarding anti-bribery and anti-corruption including bribery of government officials. (b) While performing its obligations under the Agreement, Supplier shall comply, and shall procure that its personnel comply with Standard Industries’ “Code of Conduct” and also any health, safety, and security-related requirements in effect at the delivery place. (c) Supplier will comply with all applicable trade and export control laws including: (i) applicable customs regulations; (ii) Council Regulation (EC) No. 2021/821; (iii) packaging and labelling laws; and (iv) UK, EU and US trade laws, and shall further provide to BMI any such information as BMI may reasonably be expected to require in order to ensure its own compliance with all of such laws. (d) To the extent that any Products transferred under the Agreement contain hazardous, harmful, toxic, explosive, dangerous or similar materials or components, Supplier will provide to BMI all relevant information as required under any relevant law, rule or regulation, including any mandated labeling obligations, and any similar information-related laws and requirements in any other jurisdictions to which BMI informs Supplier the Products are likely to be shipped. (e) From time to time, at BMI’s request, Supplier shall provide certificates to BMI relating to compliance with any applicable legal requirements and the provisions of this Section 7. (f) The Supplier shall be responsible for paying its employees and for making any deductions required by law. (g) While performing its obligations under the Agreement, Supplier and Supplier’s employees and contractors shall not undertake any act which: (i) would cause BMI or any of BMI’s personnel to breach the sanctions and export control laws that are applicable to BMI and BMI’s personnel (including the sanctions laws as administered by the Office of

Foreign Assets Control of the US Department of the Treasury (OFAC), the European Union and its member states, and HM Treasury in the UK (collectively, “Sanctions”); or (ii) could materially expose any person to a risk of becoming targeted with Sanctions. (h) On each day on which it performs any activities under or in connection with the Agreement, Supplier represents, warrants and certifies that neither Supplier nor any of its directors or officers is: (i) listed on any published list of persons targeted by Sanctions as may be produced by any regulatory authority from time to time; (ii) ordinarily located or resident in, or incorporated under the laws of, a country or territory targeted by comprehensive country-wide or territory-wide Sanctions; (iii) owned or controlled by, or acting on behalf or at the direction of, a person referred to in (i) or (ii); or (iv) otherwise an expressly designated target of Sanctions. (i) While performing its obligations under the Agreement (including whilst providing any Services), Supplier and Supplier’s employees and contractors shall not directly or indirectly make, offer or promise any (x) bribe, influence payment, facilitation payment, kickback and/or grease payment; (y) payment or gift to a public official, which is made, offered or promised to obtain business or a business advantage, where such public official is neither permitted nor required by the laws applicable to them to accept such payment or gift; and/or (z) other payment or gift of money or anything of value where the relevant act connected with such payment, gift or item is prohibited under any applicable anti-bribery law. (j) Supplier will immediately notify BMI if Supplier receives or becomes aware of any matter that is prohibited by, or in breach of, this Section 7. (k) To the extent that any commitment, representation, undertaking or similar contained within this Section 7 would cause either Supplier or BMI to be in breach of Council Regulation (EC) No 2271/1996, the Supplier need not comply with or give that commitment, representation or undertaking, but only to the extent of the breach. (l) If Supplier subcontracts any part of its obligations under the Agreement, it shall ensure that each subcontractor is made subject to provisions equivalent to those as contained within this Section 7.

**8. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS AND MATERIALS.** (a) Supplier will treat as confidential and not disclose any information received from, or on behalf of, BMI, or to which Supplier has access, in connection with the Agreement to any person not first authorized by BMI in writing to receive it. Supplier will use such information only as necessary to fulfill its obligations under the Agreement. Upon termination of the Agreement, all such information will be returned to BMI, or at BMI’s option, destroyed by Supplier. Supplier will not make any announcement or release any information concerning the Agreement to any other person or entity, including, but not limited to, the press or any official body, except as required by law (and then – where legally permissible- upon prior written notice to BMI), unless prior written consent is obtained from BMI. (b) All drawings, models, specifications and other documents and materials prepared by Supplier specifically in connection with the Products or Services will become BMI’s property and be delivered to BMI, as part of the consideration for the Agreement, upon (i) completion, abandonment or postponement of the services or delivery of the products required by the Agreement, or (ii) termination of the Agreement. Supplier hereby assigns any and all rights that it has in and to all such drawings, models, specifications, documents and materials to BMI.

**9. INTELLECTUAL PROPERTY INFRINGEMENT.** (a) Supplier represents, and warrants that the sale or use of the Products or Services provided to BMI will not infringe, misappropriate or

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otherwise violate any patents, trademarks, copyrights or other intellectual property rights anywhere in the world. If any Product, Service or part thereof is held to constitute an infringement, Supplier will, at its expense, obtain for BMI a license to use the product, service or part thereof or replace or modify the same, in a manner satisfactory to BMI, so as to avoid the infringement. (b) Supplier shall not assert any of its patents or other intellectual property rights against BMI or BMI’s affiliates, subsidiaries or customers worldwide in connection with any use of products, services or parts thereof provided to BMI in the production, use, preparation, sale, or delivery of, or other action with respect to, the products or services of BMI or BMI’s affiliates, subsidiaries or customers.

10. **QUALITY.** (a) Supplier will not change the manufacturing process, location of manufacture, raw materials or proportions of raw materials used in products delivered to BMI under the Agreement unless Supplier notifies BMI in writing of the change at least ninety (90) days before its implementation and BMI agrees to the change in writing. Supplier will be liable for all costs, losses and damages that BMI, its affiliates and subsidiaries and their respective officers, directors, employees and agents (collectively, the “BMI Party(ies)”) may incur or suffer if Supplier does not comply with the requirements of the preceding sentence. At BMI’s request, Supplier will provide samples of product produced with the proposed change to test in BMI’s manufacturing process. (b) Supplier will participate in programs implemented by BMI with respect to quality in manufacturing and delivery of Products and Services.

11. **CUSTOMS AND TRADE.** (a) Unless otherwise agreed by BMI in writing, BMI will not be a party to the importation of products. All purchases under the Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Supplier will not cause or permit BMI’s name to be shown as “importer of record” on any customs declaration. In any case where BMI agrees, in writing, to be the importer of record, Supplier will provide all information needed to effect customs entry into each country into which the Products are to be imported. (b) Supplier will provide such documentation and other assistance as BMI may request to allow BMI to claim drawback of duties and taxes on products or articles manufactured from Products provided under the Agreement. (c) Supplier will accurately indicate the country of origin of the Products provided under the Agreement on the customs invoice and other applicable documentation.

12. **INSURANCE.** (a) **General.** Prior to the start of the delivery of Products or the performance of Services, Supplier shall arrange any insurance required by standard business practice and by law and, and maintain that insurance in effect throughout. Unless otherwise provided elsewhere in the Agreement, Supplier shall maintain during the duration of the Agreement Public Liability insurance for a minimum amount equal to € 5,000,000 on an “occurrence” basis for damage to property, financial loss and bodily injury. Any insurance will (i) be purchased with reputable insurers with a minimum A.M. Best Financial Strength rating of “A- (Excellent)” and (ii) not contain any deductible or self-insured retention above € 100,000, unless BMI approves otherwise in writing; and (iii) contain a waiver of the insurer’s subrogation rights to bring claims against BMI; (b) **Products.** From the date of first sale of Products, Supplier shall maintain in full force and effect and for six (6) years following the date of BMI’s last acceptance of Products Product Liability insurance for a minimum amount equal to € 5,000,000 on an

“occurrence” basis; (c) **Services.** In case of Services to be performed by the Supplier, Supplier shall also purchase, and maintain in full force and effect and for a period as provided by law following the last date of BMI’s acceptance of the services Professional Liability insurance with a limit of € 2,000,000 and a retroactive date of at least the first date services are performed for BMI or earlier; (d) **Additional Provisions.** The policies described in this Section 12 shall provide a worldwide coverage territory, respond to claims made anywhere in the world, and shall name the BMI Parties as “additional insured” on a primary and noncontributory basis. No insurance will be deemed to be in effect until satisfactory certificates thereof are delivered to BMI, containing provisions requiring the insurance carrier to notify BMI at least thirty (30) days prior to any expiration or termination of, or material change to, the policy. BMI is entitled to request copies of insurance certificates from time to time, and the Supplier shall as soon as reasonably practicable provide to the BMI copies of such certificates of insurance. All policies shall contain a waiver of subrogation in favor of the BMI Parties. Supplier will also require insurance from all of its subcontractors with at least the same coverage and limits stated herein and provide satisfactory certificates of insurance prior to allowing subcontractors to enter onto any of the BMI Parties’ premises.

13. **WAIVER/ SITE RULES/ INDEPENDENT CONTRACTOR/ WORK AUTHORIZATION.** (a) Supplier will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against the Products or Services provided under the Agreement or the premises of any of the BMI Parties or the improvements thereon, and Supplier will fully defend, indemnify, hold harmless and reimburse the BMI Parties with respect thereto. (b) Supplier will conform strictly to all of BMI’s site rules and regulations when performing Services on the premises of any of the BMI Parties. It is Supplier’s obligation to obtain a copy of BMI’s site rules. (c) It is agreed that Supplier, in rendering any services on the premises of any of the BMI Parties, will be an independent contractor and that neither Supplier nor any principal, partner, agent or employee of Supplier is the legal representative of any of the BMI Parties for any purpose whatsoever and has no right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of any of the BMI Parties and neither Supplier nor any principal, agent or employee of Supplier shall be entitled to or be eligible to participate in any benefit program extended by BMI, its affiliates or subsidiaries to their employees. (d) All Supplier’s employees providing services under the Agreement must be authorized to work in the jurisdiction where the Services are performed.

14. **INDEMNIFICATION.** Supplier will fully defend, indemnify, hold harmless and reimburse the BMI Parties and their shareholders, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including, but not limited to, litigation costs and expenses and attorneys’ fees, arising out of, related to, or resulting from: (a) any breach of any representation, warranty, certification, covenant or agreement made by Supplier in the Agreement; (b) any negligence or willful misconduct of Supplier, its affiliates, subsidiaries and/or their respective officers, directors, employees, and/or agents (the “Supplier Party(ies)”) in connection with performance under the Agreement; (c) death or bodily injury, or the damage, loss or destruction of real or tangible personal property of third parties, caused by any Supplier Party; (d) any litigation, proceeding or claim by any third party, including, but not limited to, any of the Supplier

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Parties, relating to the obligations of Supplier (including specification of the Product) under the Agreement; and (e) any of the Supplier Parties’ use, control, ownership, or operation of their respective businesses and facilities.

15. **BMI’S PROPERTY.** Unless BMI otherwise agrees in writing, all tools, equipment or other materials furnished to Supplier by BMI are the personal property of BMI. Supplier will adequately identify BMI’s property and safely store it separate and apart from Supplier’s property. Supplier will not substitute any property for BMI’s property and will use such property only in fulfilling its obligations under the Agreement. While in Supplier’s care, custody or control, BMI’s property will be held at Supplier’s risk, kept insured by Supplier at Supplier’s expense, and subject to removal at BMI’s request. Furthermore, BMI shall not be liable for, nor have any obligation to insure against, any loss or damage to the Supplier Parties’ (or any of their subcontractors’) tools, machinery, equipment and other personal property. Supplier, on behalf of the Supplier Parties, hereby waives their and their insurers’ rights of subrogation against the BMI Parties for damage or destruction to such property, and shall require all subcontractors to waive subrogation rights as well.

16. **SET-OFF.** BMI may set off any amount owing at any time from Supplier or any of Supplier’s affiliates or subsidiaries to BMI or any of BMI’s affiliates or subsidiaries against any amount payable at any time by BMI under the Agreement.

17. **FORCE MAJEURE.** (a) Any non-performance or delay in performance of any obligation of BMI or Supplier under the Agreement will be excused to the extent such failure or non-performance is caused by “Force Majeure.” “Force Majeure” means any cause preventing performance of an obligation under the Agreement which is beyond the reasonable control of Supplier or BMI, and which, by the exercise of due diligence, could not be overcome, including, without limitation, fire, flood, sabotage, shipwreck, nuclear, chemical or biological contamination or sonic boom, epidemic situation, explosion, strike or other labor trouble, accident, riot, acts of a governmental authority, and acts of God - but excludes, without limitation, the failure or damage of, or to, facilities, transport or equipment as a result of a failure to maintain and non-performance by their suppliers or subcontractors arising other than as a result of circumstance within this definition. (b) If BMI or Supplier is affected by Force Majeure, it will (i) promptly provide written notice to the other party, explaining the full particulars and the expected duration of the Force Majeure and (ii) use its commercially reasonable efforts to remedy the interruption or delay. In the event of Force Majeure, notwithstanding any other provision of the Agreement, BMI will have the right to purchase Products and Services from other sources during the period of Force Majeure. (c) If a Force Majeure extends for more than sixty (60) days, the Agreement may be terminated by BMI upon written notice without any liability on its part. BMI may also terminate the contract at any time (and without any liability on its part) if such termination is required in order to ensure its ongoing compliance with applicable law. (d) If a Force Majeure event causes delay or non-performance under any Agreement, BMI (in its sole discretion) may without liability to Supplier cancel, or postpone deliveries under, the whole or any part of such Agreement. Any committed volume shall be reduced proportionately in respect of any periods during which the Force Majeure event continues to cause delay or non-performance under the Agreement. (e) Supplier will use best efforts to offer BMI to source Products, at Supplier’s expense, from

its own or subsidiaries’ global operations or the market in order to meet BMI’s required delivery dates.

18. **TERMINATION.** (a) BMI may - at its own option- terminate or rescind the Agreement or any relevant Purchase Order for good cause without notice for instance in the event of (i) Supplier’s failure on any of its essential contractual obligations such as failure to quality targets, specifications or in the event of unilateral changes in price and/or Products / Services after issuance of formal notice remaining without effect for a period of 30 days; (ii) in case insolvency proceeding against the Supplier, or (iii) if the supplier violates section 7 herein.

(b) In case of termination (i) BMI shall pay Supplier only for the Products and Services accepted by BMI up to the effective date of termination; and (ii) Supplier shall immediately (w) stop work as directed in the termination notice; (x) place no further subcontracts or purchase orders for materials, services or facilities, except as necessary to complete the continued portion of the Agreement, if any; (y) terminate all subcontracts to the extent that they relate to the work terminated; and (z) within fifteen (15) days of such termination, provide a refund to BMI of amounts prepaid for the products and services for the period following the termination date. (c) In the event of rescission, the Products and the Services received have to be returned to Supplier at Supplier’s costs and risks and the benefits paid refunded within 15 days after the rescission notification. (e) Termination or rescission rights will not affect any other rights or remedy as described in the BMI GTCs such as BMI’s rights to compensation; (f) Any other statutory rights remains unchanged. (g) The provisions of Sections 5, 8, 9, 12 and 14 of the BMI GTCs, as well as any other provisions of the Agreement necessary to interpret the respective rights and obligations of the parties hereunder, will survive the expiration or termination of the Agreement or the completion of Supplier’s performance under the Agreement.

19. *Not Used*

20. **ACCESS AND AUDIT.** In order to assess Supplier’s work quality and compliance with the Agreement, Supplier will permit BMI reasonable access to (a) all locations where work is performed in connection with the Products or Services provided for in the Agreement, and (b) Supplier’s books and records relating to the Agreement. Supplier must maintain its books and records pertaining to the Agreement for at least ten (10) years following the date of BMI’s last acceptance of Products or Services under this Agreement.

21. **PERSONAL DATA.** (a) Regarding the General Data Protection Regulation (EU) 2016/679 and any other relevant data protection law, each party as a data controller may provide personal data in the course of the performance of any Agreement; the processing and transfer of such personal data will be done in accordance with the General Data Protection Regulation (EU) 2016/679 and any other relevant data protection law. (b) Supplier will not process any personal data from BMI, unless Parties have first entered into a data privacy agreement.

22. **TRADENAMES.** If Products are to display any BMI’s trade name, trademarks, specifications or artworks (“Materials”), Supplier may use such Materials solely for the purpose of the packaging and labelling of the Products. The form, design, color, text and manner and use of the Materials will be subject to the prior written approval of BMI.



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23. **NOTICE.** All notices must be in writing and must be delivered personally by hand, or sent by registered mail or overnight carrier.

24. **GOVERNING LAW; JURISDICTION; VENUE.** Unless otherwise agreed in writing by the Parties, the Agreement is governed by the laws of Germany. Any dispute arising out of or in connection of the Agreement shall be subject to the exclusive jurisdiction of the Courts of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-law provisions that would require application of another choice of law, are excluded. If any dispute shall arise between BMI and Supplier in connection with the Agreement, the Parties shall promptly attempt in good faith to settle the same by negotiation within 2 calendar weeks. If the Parties are unable to negotiate a satisfactory resolution, the Parties agree that the applicable courts located in the jurisdiction in which BMI is registered shall have exclusive jurisdiction.