

WATSON MARLOW GMBH

PURCHASING TERMS AND CONDITIONS

May 2020

1. SCOPE, FORM: These General Purchasing Terms and Conditions (hereinafter "GTC") apply in the current valid version to all business relations between Watson Marlow GmbH (referred to hereinafter as the "Purchaser") and its business partners and suppliers (referred to hereinafter as the "Seller"). They apply in particular to contracts governing the sale and supply of moveable items (referred to hereinafter as "Goods"), irrespective of whether the Seller manufactures the Goods itself or procures them from suppliers (Sections 433, 650 German Civil Code, BGB).

These GTC apply exclusively. General terms and conditions of the Seller that contradict or supplement these GTC will become part of the contract only if and insofar as the Purchaser explicitly consents, in writing, to their application. The written consent of the Purchaser is required in every case, in particular also if it unconditionally accepts the delivery by the Seller.

Individual agreements between the Purchaser and the Seller (including side agreements, supplements, and amendments) take precedence over these GTC. Subject to proof to the contrary, a written agreement or written confirmation issued by the Purchaser is decisive for the contents of any such individual agreement.

Legally relevant declarations and notices by the Seller pertaining to the contract (e.g. setting deadlines, issue of warnings, withdrawal, reductions) must be made in writing. Statutory formal requirements and additional evidence, in particular in the event of doubts as to the legitimacy of the party issuing the declaration remain unaffected.

For the purposes of these GTC, "in writing" means in written or text form (e.g. letter, e-mail, fax).

The Purchaser reserves the right to amend the development, construction, and production of its products at any time.

2. CONCLUSION OF CONTRACT: Orders by the Purchaser become binding upon submission.

The Seller must confirm orders by the Purchaser in writing (acceptance). The acceptance of the order can be effected by signature of the order or by order confirmation. The Seller must provide the Purchaser a signed copy of the order or the order confirmation without delay. If the Seller does not provide written confirmation of an order by the Purchaser, the unconditional performance by the Seller of the service ordered is deemed to constitute acceptance of the order.

Amendments to an order by the Seller will be rejected by the Purchaser in every case. Amendments constitute a counteroffer that must always be accepted, in writing, by the Purchaser.

If the Seller does not accept the order within two weeks from receipt of the order, the Purchaser is entitled to withdraw the order.

Orders placed on the basis of framework agreements or scheduled orders and call-off orders are deemed to have been accepted by the Seller unless the Seller objects within five (5) working days of receipt of the order (the call-off).

3. PERFORMANCE: The time of performance (performance dates and performance periods) stated in an order is binding. Compliance with binding times of performance stipulated by the Purchaser is of material relevance for the Purchaser to enable it to uphold production processes. In the absence of a specific time of performance in the order, the time of performance is (2) weeks from conclusion of the contract. The Seller must notify the Purchaser without delay, in writing, if it is foreseeable that it will be unable to meet binding time of performance. Receipt of the service by the Purchaser at the place of performance stipulated in the order is decisive for compliance with the binding time of performance.

If the Seller is in default, the Purchaser is entitled – in addition to any further statutory claims – to demand payment of a contractual penalty of 1 % of the net price of the delayed service per completed calendar week – but no more than 5% in total of the net price for the delayed service. The Seller is entitled to furnish evidence that no damage was caused or that the amount of such loss was significantly lower. The contractual penalty will be deducted from any compensation claims of the Purchaser

going beyond this. In addition, the rights of the Purchaser based on default are governed by the statutory provisions. In the event of a delay in performance, the Purchaser is entitled, in particular to withdraw from the agreement, in full or in part. The Purchaser's unconditional acceptance of delayed performance does not constitute a waiver by the Purchaser of any claims to reimbursement of costs based on the delayed performance.

The Purchaser is not responsible for additional costs relating to the Seller being able to fulfil its supply obligation as contractually agreed, in particular within the agreed time of performance.

The Seller is not entitled to render the service prior to the agreed time of performance without the Purchaser's prior written consent. Goods supplied ahead of schedule are supplied at the Seller's risk and may at the Purchaser's discretion be returned at the Seller's expense for proper supply or placed in storage at the Seller's expense until the agreed delivery date. Payments for Goods supplied ahead of schedule are due only at the time they would have been due in the event of timely supply.

The Seller is not entitled to make partial deliveries, unless the Purchaser explicitly agreed to this, in advance, or partial delivery is reasonable for the Purchaser.

Unless otherwise provided in individual cases, the Seller bears the procurement risk for its services.

Goods are supplied ex works to the place of performance stipulated by the Purchaser in the order (DDP pursuant to Incoterms 2010). The place of performance stated in an order is also the place of performance for the delivery and any subsequent performance.

The risk of the accidental destruction and accidental deterioration of the Goods passes to the Purchaser upon handover at the place of performance. If acceptance has been agreed, it shall be decisive for the transfer of risk. In addition, the statutory provisions governing contracts for work and services apply accordingly to acceptance.

If the Seller is responsible for the assembly and installation of Goods, it shall bear all necessary costs connected therewith (e.g. travel expenses, provision of tools etc.).

4. CALL-OFF ORDERS: If an order refers to a stipulated scope of performance, the Purchaser is not required to order services going beyond the stipulated scope. In the case of blanket purchase orders based on a framework agreement (a) the Seller undertakes to fulfil the requirements of the Purchaser for the services included in the order, complying with the quantities and terms of the delivery schedule contained in the order (b) the Purchaser is not under any obligation to acknowledge invoices for services that are not supplied in accordance with the delivery schedule, and (c) the Purchaser is entitled at its discretion to procure services elsewhere in order to secure its production processes and obtain appropriate alternative sources of supply.

5. PRICES AND PAYMENT TERMS: The prices stated in an order by the Purchaser are binding and apply to services rendered in the course of that order. Unless otherwise agreed, all prices are fixed prices. Unless otherwise agreed in individual cases, prices include all services and ancillary services of the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, customs charges, transport costs including any transport and liability insurance). Tools will be paid separately only if tools are specifically listed in an order and have been approved by the Purchaser's quality assurance department.

Taxes at the statutory rate must be stated separately on the Seller's invoice if they are incurred. If it is established that taxes paid by the Purchaser to the Seller were not actually owed, the Seller undertakes to notify the Purchaser and to apply for the reimbursement of these taxes without delay. The Seller must take all necessary steps to recover the taxes. It must forward reimbursed taxes, including any interest, to the Purchaser without delay.

Payments by the Purchaser will be made within 30 calendar days of complete performance – including any acceptance agreed – and receipt of an informative, verifiable, and comprehensible invoice. If the Purchaser makes payments

within 14 calendar days, the Seller will grant a discount of 3 % of the net value of the invoice. In the case of bank transfer, payment is timely if the Purchaser's transfer order is received by the bank prior to expiry of the payment deadline. The Purchaser is not responsible for delays by the banks involved in the payment transaction.

The Purchaser does not owe interest on maturity. Delays in payment are governed by the statutory provisions.

The Purchaser is entitled to set-off and retention rights as well as the defence of non-performance of the contract within the scope of the statutory provisions. The Purchaser is entitled, in particular, to withhold due payments as long as it is entitled to claims relating to incomplete or defective performance by the Seller.

6. WARRANTY: Unless otherwise provided in the following, the Purchaser's warranty rights are governed by the statutory provisions.

The Seller assures the Purchaser that the supplied Goods (a) correspond to the contractually agreed quality – unless specific quality criteria have been agreed, at least of customary marketable quality, (b) defect free and marketable without restriction (in particular as regards the materials, construction and workmanship), (c) are free from third-party rights and that the Goods do not infringe any laws, (d) are suitable and adequate for the purposes stipulated in the order. In any case, the product descriptions to which the contract refers by description or reference in an order or are included in the contract in a similar manner to these GTC are deemed to constitute the agreed characteristics. It is irrelevant whether the product description originates from the Purchaser, from the Seller or from a third party.

The statutory provisions on inspection and the reporting of defects (Sections 377, 381 German Commercial Code, HGB) apply subject to the following proviso: the Purchaser's inspection duty is restricted to defects evident during the incoming goods inspection in the course of an external examination of the Goods, including the delivery documentation (e.g. transport damage, incorrect or under-deliveries) or in the course of quality control by way of random samples. The inspection duty does not apply if acceptance has been agreed. The Purchaser's duty to report defects for defects established subsequently remains unaffected. A notice of defects by the Purchaser is deemed immediate and timely irrespective of the Purchaser's inspection duty provided it is submitted within seven (7) working days of its discovery and, in the case of evident defects, from the time of delivery.

If the Purchaser notifies the Seller of a defect, the Seller must without delay carry out a Root Cause Analysis (RCA) of quality issues. As soon as the results of this RCA are available, the Seller must notify the Purchaser of the outcome without delay. Furthermore, the Seller must without delay on receipt of the notice of defects take all necessary measures to ensure that the quality issues are resolved and that no further defective Goods are sent to the Purchaser. The Seller must confirm the performance of such measures vis-à-vis the Purchaser within 24 hours of receipt of the notice of defects.

If an order comprises the acquisition of operating plants or goods and services connected therewith, the Purchaser reserves the right to carry out a final inspection and acceptance of such plant or goods and services relating thereto at the place of performance stated in the order (location of final installation). Any agreed final payments will be made only after successfully performed final inspection and acceptance by the Purchaser.

If, in line with the type and intended purpose of the Goods, they are installed or attached to another item, subsequent performance shall also include the removal of defective Goods and renewed installation. The Purchaser's claim to reimbursement of costs incurred in this context remains unaffected. The necessary expenses incurred in the course of the inspection and subsequent performance shall be borne by the Seller, even if it transpires that there were not, in fact, any defect. The Purchaser's liability in the case of unjustified demands for the rectification of defects remains unaffected. However, the Purchaser is liable in this context only if it acknowledged or grossly negligently failed to acknowledge that there was no defect.

The Purchaser has the right to select the form of subsequent performance. The Seller may refuse the form of subsequent performance selected by the Purchaser if it would require disproportionate costs to achieve it. If the Seller fails to fulfil its obligation to render subsequent performance within an appropriate deadline stipulated by the Purchaser, the Purchaser may rectify the defect itself (self-repair) and demand reimbursement of the necessary expenses incurred by it. The

Purchaser may demand an appropriate advance payment from the Seller for the expenses incurred in order to rectify the defect. There is no need for the Purchaser to set a deadline if subsequent performance by the Seller was unsuccessful or is unreasonable for the Purchaser, in particular on grounds of urgency, upholding operating safety or due to the imminent threat of disproportionate damage. Wherever possible, the Purchaser must notify the Seller of such circumstances immediately.

The Purchaser's warranty claims become time barred 36 months from delivery of the Goods (in particular handover or delivery or acceptance of the Goods). In the case of structures or goods that, in line with their customary use, are built into constructions, the statute of limitation is 5 years from handover or acceptance.

If the Seller fulfils the obligation to render subsequent performance by replacement delivery, for the replacement Goods the limitation period begins anew from delivery of the replacement Goods. This does not apply if the Seller in the course of the subsequent performance explicitly and correctly reserved the right to provide the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interests of the continuation of the supply relationship.

7. SUPPLIER'S RECOURSE: The Purchaser is entitled without restriction to the statutory regress claims within a supply chain (Sections 445a, 445b, 478 BGB) in addition to claims based on defects.

Before acknowledging or settling a claim based on defects asserted by its customers, the Purchaser must notify the Seller, providing a brief description of the circumstances, and request a written statement. If a substantiated written statement is not provided within an appropriate time and if it is not possible for the Purchaser and the Seller to reach a mutual agreement, the claim based on defects allowed by the Purchaser is deemed owed to the customer. In this case, it is incumbent upon the Seller to furnish evidence to the contrary.

The Purchaser's claims based on supplier's recourse also apply if the defective Goods of the Seller were subsequently processed by the Purchaser or by another entrepreneur (e.g. by means of installation into another product).

8. PRODUCT LIABILITY: The Seller is responsible for all third-party claims based on personal injury or damage to property attributable to a defective product supplied by it. It is required to indemnify the Purchaser against liability vis-à-vis third parties. If the Purchaser as required based on official order or on safety grounds to carry out a product recall as a result of a defect in a product supplied by the Seller, the Seller must bear all costs incurred in connection with the recall. The Purchaser shall – to the extent that this is possible and reasonable – notify the Seller of the content and scope of recall measures and provide it the opportunity to respond. This is without prejudice to any further statutory claims.

The Seller must at its own costs take out and maintain a product liability insurance with an appropriate coverage amount. Unless otherwise agreed in the individual case, the product liability insurance does not need to cover the recall risk or criminal or similar damage. On request, such request permitted to be made at any time, the Seller must present the Purchaser with a copy of the liability insurance policy.

9. QUALITY ASSURANCE: The Seller must establish and maintain in force a quality assurance system that is appropriate in terms of type and scope, that corresponds to the state of the art and is documented. It must in particular keep records of quality inspections and provide these records to the Purchaser on request.

The Purchaser is entitled following appropriate prior consultation to determine by means of audits whether the Seller's quality assurance measures comply with the requirements of the Purchaser and its customers. The audits may be performed in the form of system, procedural or product audits. To this end, the Seller shall grant the Purchaser or persons commissioned by the Purchaser (auditor) unimpeded access to all relevant areas during customary operating and business hours, and must allow it to inspect all documentation relevant to quality, in particular the Failure Mode and Effects Analysis (FMEA) to be prepared by the Seller. Following consultation with the Seller, the auditor is entitled to make copies of the documentation relevant to quality assurance – with the exception of FMEAs – and to take these away. Appropriate restrictions imposed by the Seller in order to protect its operating secrets will be accepted.

10. CHANGE ORDERS: The Purchaser may amend the time and place of performance, as well as the type of packaging of the Goods at any time by means of a written notice, with a notice period of at least five working days prior to the agreed performance date (notice period). The same applies to the amendment of product specifications if and insofar as these can be implemented without significant additional effort within the scope of the Seller's normal production processes, whereby the notice period in this case is not permitted to be less than (5) weeks.

The Purchaser must reimburse to the Seller the demonstrated and reasonable additional costs attributable to such change. If changes lead to delays to the performance that cannot be avoided with reasonable efforts in the course of normal production and business operations, the originally agreed performance date will be postponed accordingly. The Seller will notify the Purchaser of the expected additional costs or delays in good time before the performance date, but at least within (5) working days of receipt by the Seller of the Purchaser's change notice.

11. AMENDMENTS; ADDITIONAL SERVICES: Materials or components for the services are not permitted to be replaced without the Purchaser's written consent. The costs of such additional services will be paid only if they were explicitly ordered by the Purchaser, in writing.

12. FORCE MAJEURE: In instances of force majeure, the affected party is released from its performance delivery or acceptance obligation for the duration of and to the extent of the impediment. Force majeure means any event beyond the control of the respective contracting party that prevents it from fulfilling its contractual obligations, in whole or in part, including fire, flooding, industrial action, lawful lockouts, unforeseeable epidemics, official decrees or statutory amendments, as well as other disruptions to operations for which it is not responsible. The affected contracting party must notify the other contracting party without delay of the commencement and cessation of the force majeure event and shall take best efforts to resolve the force majeure and to limit the effects thereof as far as possible. In the event of force majeure, each contracting party is entitled to withdraw from the agreement if the force majeure event continues for more than two (2) weeks from the agreed delivery date.

13. SUBCONTRACTING: The Seller is not permitted without the prior written consent of the Purchaser to arrange for services to be rendered by third parties (e.g. subcontractors).

14. INDUSTRIAL PROPERTY RIGHTS: The Seller is liable for ensuring that its services and the contractually agreed use thereof, as well as the further supply and further processing, do not infringe third-party industrial property rights. The Seller shall indemnify the Purchaser against third party claims based on any infringement of industrial property rights and shall bear all costs incurred by the Purchaser as a result of the defence of third-party claims. In the event of conflicting third-party property rights, the Seller must at its own cost procure from the entitled party consent to or approval of the onward supply and further processing with effect for the Purchaser.

15. RIGHTS OF USE: As part of the service, the Seller hereby grants the Purchaser an irrevocable, non-exclusive, transferable and sublicensable right, valid worldwide and without restriction as to content and time to use the services of the Seller itself or through third parties without restriction, to duplicate, amend and, even in a form processed by it, to make it publicly available or to utilise it. This does not affect the mandatory statutory provisions. The grant of the rights pursuant to this Section 15 is compensated by payment of the price agreed for the service in question.

16. CUSTOMER PROTECTION IN CONNECTION WITH WORK PERFORMED AT ITS FACTORY OR AT A CUSTOMER'S FACTORY:

When performing services at the Purchaser's factory or at a customer's factory, the Seller must observe all applicable laws and regulations, as well as the Purchaser's company rules. The Seller is required to appoint an individual to be responsible for the performance of the services. The responsible person must ensure that all supervisory and inspection duties are complied with. Before performing services, the responsible party at the Seller must consult with the Purchaser, implement appropriate protective measures, and notify the Purchaser and any third

parties affected of the reciprocal risks involved. The Seller is responsible vis-à-vis third parties for the briefing and safety of its employees and commissioned subcontractors, as well as for the securing of hazards. The Seller is permitted only to deploy staff who are appropriately qualified and only to use tools that are safe for operation at the factory premises of the Purchaser or a customer of the Purchaser. The Seller must notify the Purchaser immediately if an accident occurs at the factory premises of the Purchaser or at the premises of a customer of the Purchaser.

17. EXPORT CONTROLS AND CUSTOMS:

The Seller must notify the Purchaser, in writing, as soon as possible before the performance date of any approval requirements for the Goods pursuant to the relevant German, European (EU), US-American export, customs and foreign trade laws of the country of origin of its Goods. The Seller must provide the Purchaser with the following information and data:

(a) the export list number pursuant to Annex AL of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*) or comparable list positions in relevant export lists;

(b) the "Export Control Classification Number" pursuant to the "U.S. Commerce Control List" (ECCN), provided the Goods are governed by the "U.S. Export Administration Regulations" (EAR);

(c) the statistical goods number (HS-/KN-Code);

(d) the country of origin (trade policy/non-preferential origin), key for country of origin abbreviations: D = third state/ E = EU / F = EFTA;

(e) (long-term-) supplier declarations on preferential origin (in the case of EU suppliers) or certificates on preferences (in the case of non-EU suppliers);

(f) all other information and data required by the Purchaser for exports and imports, well as for onward sales in the case of the renewed export of the Goods.

The Seller is required to notify the Purchaser of any change to the foregoing information and data in writing.

If the Seller breaches the obligation under this section 17, it must reimburse to the Purchaser all expenses and damage incurred, as well as any other disadvantages suffered by the Purchaser as a result of the breach. This does not apply if the Seller was not responsible for the breach.

18. COMPLIANCE:

Throughout its business dealings with the Purchaser, the Seller undertakes not to offer or grant preferential treatment to officials, nor to encourage or accept the same in breach of the relevant anti-corruption laws.

The Seller furthermore undertakes in the course of the business dealings with the Purchaser not to enter into any agreements or participate in concerted action with other companies that have either the object or the effect of impeding, restricting or distorting competition as defined in the applicable competition law provisions.

The Seller undertakes to comply with the relevant laws governing the minimum wage; it shall require any subcontractors engaged by it to do the same. On request, the Seller must furnish evidence of compliance with the foregoing assurances.

The Seller must comply with the relevant statutory provisions governing employees, environmental protection and workplace health and safety. In the course of its activities it must ensure that any negative consequences for people and the environment are minimised.

The Seller shall observe the basic principles of the UN Global Compact Initiative, which essentially concerns the protection of international human rights, the abolition of forced and child labour, the elimination of discrimination in recruitment and employment, as well as environmental responsibility.

In the event of a suspected breach of the obligations under this Section 18, the Seller must investigate the potential infringement without delay and notify the Purchaser of the implemented investigative measures. Where there are legitimate grounds, the Seller must disclose details of the supply chain concerned to the Purchaser.

The Seller must notify the Purchaser of any breach of the obligations under this Section 18 within a reasonable period. It must also notify the Purchaser as to which internal company measures the Seller has taken in order to prevent such breaches in future.

If the Seller is in breach of obligations under this Section 18, it must indemnify the Purchaser, the Purchaser's affiliates as well as the Purchaser's customers and its affiliates against all costs, third party claims and other disadvantages (in particular

compensation claims and fines). This does not apply if the Seller was not responsible for the breach.

In the event of the serious breach by the Seller of the obligations set forth in this Section 18, the Purchaser is entitled to withdraw from existing contracts with the Seller or to terminate such contracts with immediate effect.

19. CONFIDENTIALITY, REFERENCES:

The Seller undertakes not to publish confidential information nor to disclose such information to third parties. For the purposes of these GTC, confidential information means business and trade secrets, know-how, technical data, software (including source text and machine code), drawings, specifications, data sheets, technical reports, maintenance handbooks, marketing and distribution methods, designs, instructions, working methods, working processes, strategies, technologies, information, the identity of and information on employees, customers, downstream suppliers, distributors and sales agents, information on the business activities of the Purchaser, its customers, parent company, subsidiaries and group companies, as well as the personal information of each individual in an employment relationship with the Purchaser.

The foregoing confidentiality obligation does not apply if (i) the Purchaser consented to the disclosure, (ii) the recipient is required by virtue of their profession to keep the information confidential, (iii) the disclosure of confidential information to third parties is necessary in order to fulfil a duty under this contract, (iv) the confidential information was already known to the Seller prior to conclusion of the contract, or (v) the Seller is required to disclose confidential information or parts thereof in the course of court proceedings or other official proceedings.

The confidentiality obligation does not end upon termination of a contract but remains in force.

The Seller is not permitted without the prior written consent of the Purchaser to name the Purchaser or to cite the business dealings between the Purchaser and the Seller as a reference.

20. ASSIGNMENT, SET-OFF, RETENTION RIGHTS:

The Seller it is not permitted to assign claims under the contract to third parties. This does not apply insofar as the claims in question are monetary claims. The Seller has the right to set-off or retention only in respect of conclusively determined or uncontested counterclaims.

21. SUPPLY OF MATERIALS, OWNERSHIP:

Documents and tools provided by the Purchaser to facilitate the execution of an order, such as, in particular, drawings, figures, drafts, calculations, descriptions, plans, models, samples, technical specifications, data carriers, other documentation, tools, parts and materials (supplied materials) remain the property of the Purchaser. The Seller is permitted to use such supplied materials only for the purposes of providing the contractually agreed services. On performance of the contractually agreed services, the Seller must return supplied materials to the Purchaser, in full, including any copies or records made. The Seller is not itself permitted to use items manufactured using or in line with supplied materials, nor may such items be offered to or made available to third parties.

Processing, measurement, or combination of supplied materials with other items are carried out by the Seller on the Purchaser's behalf. The Purchaser acquires co-ownership in items manufactured using supplied materials in the proportion of the value of the supplied materials to the value of the article as a whole. The Seller shall store the Purchaser's (co-owned) property on the Purchaser's behalf until such time as it is handed over to the Purchaser.

The Seller undertakes at its own cost to keep all supplied materials in a commercially usable condition and in good order, to repair them as necessary, to label them appropriately, to store, preserve and keep them free from third-party rights. The Purchaser may at any time inspect and test supplied materials. The provisions set forth in Section 9 of these GTC apply to such inspection.

The Seller is not permitted to replace supplied materials without the Purchaser's prior written consent.

Supplied materials that are held in the safe custody and under the control of the Seller are stored at the Seller's risk. The Seller must at its own cost insure supplied materials at replacement value payable to the Purchaser in the event of loss.

The Purchaser is entitled at any time to request the return of supplied materials. If the Purchaser requests the return of supplied materials, the Seller must return the supplied materials to the Purchaser at its own cost.

Ownership of technical documentation, documents, drawings, diagrams, outline plans, graphics, photographs, layout plans

and other documentation prepared by the Seller in the course of the performance of the service – irrespective of the form thereof – as well as all models, tools, materials and other operating equipment passes to the Purchaser when such materials are provided to it. To the extent permitted by law, the Purchaser also acquires all rights of ownership, use and utilisation in all of the foregoing documentation protected by intellectual property law. The Seller shall not receive any separate payment for the transfer of the rights listed in the foregoing; the transfer of the foregoing rights is included, in full, in the prices stated in the order.

22. APPLICABLE LAW AND PLACE OF JURISDICTION

These GTC and the contractual relationship between the Purchaser and the Seller are subject to the laws of the Federal Republic of Germany to the exclusion of the rules on the conflict of laws and the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction for all legal disputes arising under or in connection with these GTC and the business relationship between the Purchaser and the Seller, is the registered seat of the Purchaser. The Purchaser is entitled at its discretion to file suit against the Seller at the court with jurisdiction for the registered seat or the branch office of the Seller or at the court with jurisdiction at the place of performance.