

# Hytera Mobilfunk GmbH

## Terms and Conditions of Purchase



(Version of November 2014)

### 1 Applicability

- 1.1 These terms and conditions of purchase shall apply to all deliveries and services ("**Subject Matter**") delivered by a contracting party ("**Supplier**") to Hytera Mobilfunk GmbH ("**HYTERA**").
- 1.2 The Supplier is aware that the Subject Matter purchased by HYTERA from the Supplier will be integrated, *inter alia*, into end products of HYTERA. HYTERA will distribute the end products to its customers worldwide.
- 1.3 No terms and conditions of the Supplier shall become part of the present contract unless HYTERA expressly agreed in writing.

### 2 Purchase Order

- 2.1 Purchase orders shall be legally binding only if issued by HYTERA in writing using a HYTERA purchase order form and a HYTERA purchase order number unless otherwise agreed by the parties (e.g. electronic data interchange (EDI), vendor-managed inventory (VMI) or consignment stock).
- 2.2 The prices quoted in the purchase order are fixed prices exclusive of turnover tax.
- 2.3 The Supplier undertakes to acknowledge purchase orders in such manner that the acknowledgements are received by HYTERA not later than 14 days after the date of the purchase order, unless the Subject Matter is delivered within this period. Purchase orders do not need to be acknowledged in this case.

### 3 Involvement of Third Parties / Sub-Suppliers

- 3.1 The Supplier shall not subcontract the delivery of the Subject Matter in whole or in part. However, if subcontracting is necessary, the Supplier is obliged to take all the necessary measures to obtain the prior, written approval by HYTERA. Approval shall only be refused for good cause.
- 3.2 The Supplier is liable for any faults of the sub-supplier in the same manner as for its own vicarious agents in accordance with § 278 of the German Civil Code (BGB) – irrespective of whether or not the Supplier is in the position to control and supervise the sub-supplier.

### 4 Invoices

- 4.1 The Supplier issues a separate, verifiable and clear invoice for each purchase order. Each invoice shall state the purchase order details (HYTERA purchase order number, date of purchase order, purchase order line item, material number, quantity and price).
- 4.2 The invoice is considered the final invoice unless otherwise designated by the Supplier.
- 4.3 HYTERA reserves the right to reject invoices that do not comply with the legal requirements for input tax deduction, in particular pursuant to section 15 para. 1 sentence 1 no. 1 of the German turnover tax law (UStG). The turnover tax shall be shown separately. The turnover tax or VAT ID numbers of the Supplier and of HYTERA shall be specified for each indicated place of delivery.

### 5 Payments

- 5.1 Payments shall be effected within 14 days less 3 % cash discount, within 30 days net. The mode of payment shall be determined by HYTERA. Unless agreed otherwise, HYTERA is entitled to make payments in EURO (€).
- 5.2 The term of payment shall begin when the Subject Matter has been completely supplied, delivered or accepted and when the duly issued invoice as per section 4 above has been received. If delivery of the Subject Matter is taken ahead of schedule, the term of payment begins on the agreed date of delivery. Cash discounts shall be permissible even if HYTERA sets off amounts or withholds payments because of defects; the term of payment begins upon complete remedy of the defects.
- 5.3 Payments of any kind shall not constitute acknowledgment of the Subject Matter being in conformity with the contract and free of defects.
- 5.4 The assignment or pledging of claims of the Supplier shall require the written approval of HYTERA.

### 6 Period of Delivery / Deliveries

- 6.1 All agreed dates are binding. Delivery of the Subject Matter prior to the agreed date requires the approval of HYTERA. If the Subject Matter is delivered prior to the agreed date, HYTERA reserves the right to return it at the expense and risk of the Supplier. If the Subject Matter is not returned although it was delivered prior to the agreed date, it shall be stored on HYTERA premises until the agreed date of delivery at the expense and risk of the Supplier.
- 6.2 If it is foreseeable that a deadline will not be met, the Supplier informs HYTERA without undue delay in writing about the period of delay, stating the reasons. The right of HYTERA to claim a penalty or to assert any other rights resulting from the delay remains unaffected.
- 6.3 Whether deliveries are considered to have been made in due time, depends on the date of their arrival at the delivery address communicated by HYTERA. For a Subject Matter that is subject to acceptance, the acceptance date pursuant to clause 9.4 decides instead of the date of arrival, but for delays that are due to HYTERA's fault.
- 6.4 If the Supplier is in delay in whole or in part, the Supplier has to pay a penalty to HYTERA. The penalty amounts to 0.1 % of the contract value for each full calendar day of delay, but in total no more than 5 % of the contract value. If, in addition to the penalty, HYTERA claims damages as compensation for the damage actually caused by the delay, the penalty will in this case be credited against the damages.
- 6.5 Subject to section 6 para. 1 above, HYTERA is entitled to refuse taking delivery of or accepting the Subject Matter, and so refuses, the time of delivery is deemed not kept. In this case, HYTERA is entitled to claim the penalty without declaring any reservation; § 341 para. 3 of the German Civil Code (BGB) does not apply.

- 6.6 If HYTERA takes delivery of or accepts the Subject Matter, HYTERA may claim the penalty only if HYTERA has reserved the right to such claim until payment of the final invoice at the latest.
- 6.7 The Supplier is obliged to take at its own expenses all the necessary measures to obtain the permits required for the delivery of the Subject Matter in due time.
- 7 Transfer of Risk / Shipment / Packing**
- 7.1 Place of fulfilment is the delivery address stated by HYTERA. If agreed, the risk shall pass to HYTERA at the time of acceptance, otherwise at the time the delivery is taken.
- 7.2 Shipments within Germany shall be free delivery address, otherwise in line with INCOTERMs 2010 (ICC Publ. No. 715 ED) DDP (Delivered Duty Paid) to the delivery address stated. HYTERA is entitled to choose the carrier and the mode of transport.
- 7.3 If prices are agreed EXW INCOTERMs 2010 notwithstanding Clause 7.2, the Supplier shall ship the Subject Matter at the lowest possible costs without taking out transport insurance, unless HYTERA has prescribed a special mode of transport.
- 7.4 The Supplier is obliged to pay any extra costs incurred due to non-compliance with any shipping instructions or due to the use of a faster mode of transport that became necessary to meet a deadline unless HYTERA is responsible for the potential failure to meet the deadline.
- 7.5 Each delivery shall be accompanied by packing or delivery notes specifying the contents and the necessary purchase order details (HYTERA purchase order number, date of purchase order, purchase order line item, material number and quantity). Non-compliance with these requirements may delay taking delivery and payment. In this case, HYTERA is entitled to refuse to take delivery of the Subject Matter.
- 8 Taking Delivery**
- 8.1 HYTERA is only obliged to take delivery of a Subject Matter that is in accordance with the contractual stipulations. HYTERA shall furthermore not be in delay of taking delivery if HYTERA cannot take delivery of the Subject Matter due to force majeure or cannot accept the Subject Matter pursuant to Clause 9 or if Clause 7.5 applies.
- 8.2 Taking delivery shall not constitute acknowledgment of the Subject Matter being in accordance with the contractual stipulations.
- 8.3 HYTERA reserves the right to permit partial, excess or short deliveries.
- 9 Acceptance**
- 9.1 If and when the Subject Matter is qualified for acceptance, the Supplier shall make the Subject Matter available to HYTERA for acceptance. HYTERA documents the complete results of the acceptance test in an acceptance test record.
- 9.2 Without undue delay upon completion of and depending on the result of the acceptance test, HYTERA will declare one of the following:
- Overall acceptance if the Subject Matter fully complies with the requirements specified in the contract.
  - Partial acceptance if, in the case of a contractually agreed partial performance, the Subject Matter has been delivered in part in accordance with the contract (partial acceptances is provisional and subject to the reservation of successful overall acceptance).
  - Refusal of acceptance if not only minor defects have been discovered during the acceptance test.
- 9.3 If no defects, or only minor defects, are discovered during the acceptance test (successful acceptance test), the acceptance certificate shall be prepared and executed by HYTERA together with the acceptance test record, even if no representative of the Supplier is present. The Supplier's obligation to eliminate minor defects without undue delay shall remain unaffected.
- 9.4 The day on which the acceptance test is successfully completed is the acceptance date.
- 9.5 Two copies of the acceptance certificate and the acceptance test record shall be prepared and signed by HYTERA. If the Supplier or one of its representatives is present at the acceptance test, the Supplier or its representative, as the case may be, shall immediately receive one copy of both, the acceptance certificate and the acceptance test record. If neither the Supplier nor its representative is present, one copy of each document shall be sent to the Supplier. If the acceptance certificate and the acceptance test record are sent to the Supplier, the Supplier has to acknowledge their receipt in writing without undue delay.
- 9.6 The procedure specified in Clause 9.5 above shall also apply if acceptance is refused.
- 10 Obligation to Examine the Delivered Subject Matter and Give Notice of Defects**
- 10.1 HYTERA's obligation to examine the delivered Subject Matter shall be considered fulfilled if sample inspections are performed and if HYTERA examines the identity (i.e., whether the delivered items are identical with the deliveries listed in the purchase order), quantity and any damage visible from the outside. The sample inspection shall cover a reasonable number of items of each delivery or, in the case of multiple deliveries, a reasonable number of such deliveries.
- 10.2 Any Subject Matter the quality of which becomes recognizable only during processing shall be processed within a reasonable period of time after its delivery. Machines shall be put into operation within a reasonable period of time after delivery.
- 10.3 The Subject Matter may also be examined by third parties.
- 10.4 Notification of defects shall be considered to have been filed in due time if it is sent to the Supplier within 14 days after arrival of the Subject Matter at the place of performance or within 14 days after detection of the defects, provided that the defects are hidden or can only be detected upon processing the Subject Matter or putting it into operation pursuant to Clause 10.2 above.
- 11 Standard and Custom Software / Right of Use / Transfer of Rights**
- 11.1 The Supplier shall grant HYTERA the non-exclusive and transferable right, unlimited in time and space, to use standard software.
- 11.2 With regard to software specially developed for HYTERA (custom software), the Supplier grants HYTERA the exclusive and transferable right, unlimited in time and space, to use this custom software in any manner throughout the entire group of companies, e.g. to run it in any manner at HYTERA or third-party facilities, as well as to modify, reproduce and distribute, demonstrate or transfer it over wireline or wireless channels at the discretion of HYTERA. HYTERA is authorized to use the software free-of-charge for testing purposes prior to acceptance. HYTERA is furthermore authorized to transfer these rights in whole or in part to third parties or to grant rights of use to third parties without requiring the Supplier's approval in each case.
- 11.3 In the case of custom software, the Supplier is obliged to transfer the ownership of the program source code in a higher-level programming language. The source code shall include not only the program code itself, but also documentation describing and explaining the program code; this documentation shall be comprehensive enough to enable

an adequate understanding of the structure and functions of the program after a reasonable training period. This obligation shall be considered a material obligation (*Hauptpflicht*) under the contract.

- 11.4 If the custom software developed for HYTERA is patentable or part or subject matter of an invention, the Supplier shall transfer all rights to and from the invention to HYTERA already at this stage. The remuneration agreed upon for the purchase order concerned shall cover any remuneration for this transfer of rights.

## 12 Open Source Software

- 12.1 When submitting the offer, the Supplier is obliged to inform HYTERA whether the Supplier's deliveries and services contain open source software.
- 12.2 If the Supplier's deliveries and services contain open source software (i.e., complete software or files or other elements of software), the Supplier shall provide HYTERA with the following:
- Source code of the open source software if the applicable open source license conditions require the disclosure of the source code
  - List of all open source files used and information about the license applicable in each case as well as a copy of the entire license text
  - Written declaration by the Supplier that the proper use of open source software neither subjects the deliveries and services supplied by the Supplier nor the products of HYTERA to a copyleft effect. A "Copyleft effect" within the meaning of this provision refers to open source license conditions that require that specific deliveries and services supplied by the Supplier as well as any work derived therefrom may only be distributed under the terms of the open source license conditions, e.g. by disclosing the source code.
- 12.3 If the Supplier's Subject Matter contains open source software and the Supplier informs HYTERA of these circumstances only after receipt of the purchase order or not at all, HYTERA is entitled to withdraw from the contract within 14 days from receipt of the information and conveyance of all information mentioned in clause 12.2 above or from obtaining of such knowledge. Further rights or claims remain unaffected.

## 13 Documentation / Virus-Free Software

- 13.1 Unless agreed otherwise, custom and/or standard software (Software) shall be delivered together with documentation in German and/or English. The documentation shall be made available as hardcopy or in a form that is suitable for generating a printout.
- 13.2 The Software shall be checked by means of a state-of-the-art virus search program in due time prior to delivery. The Supplier shall declare that the virus check was performed as due and did not reveal any functions that could cause damage when using the Software. The Supplier shall be obliged to document the virus check and to submit this documentation to HYTERA upon request.
- 13.3 If the Supplier again performs a virus check on the Subject Matter including any modification and precursor after handing it over to HYTERA and detects viruses in connection with this virus check, the Supplier undertakes to inform HYTERA thereof without undue delay in writing. If the Supplier possesses debugged versions of the Subject Matter, the Supplier undertakes within the limitation period pursuant to Clause 15.2, to make these versions available to HYTERA free of charge.

## 14 Passing of Title

- 14.1 The title to the delivered Subject Matter shall pass to HYTERA upon delivery to HYTERA.

- 14.2 Retention of title by the Supplier, if any, shall not become part of the contract unless HYTERA expressly agrees in writing.

## 15 Defects of Material and Defects of Title

- 15.1 With regard to defects of material and/or defects of title, the statutory provisions shall apply unless otherwise stipulated.
- 15.2 The limitation period for defects of material and/or defects of title shall be 24 months and shall commence on the date of the passing of risk pursuant to Clause 7.1 above. This shall not apply to the extent the German Civil Code (BGB) stipulates longer periods pursuant to its section 438 para. 1 no. 2 (buildings and things used for buildings) or 634 a (construction defects). The limitation period pursuant to Clause 22.4 below shall remain unaffected.
- 15.3 The Subject Matter which is subject to a defect complaint remains the property of HYTERA until its replacement and shall be returned to the Supplier upon receipt of the replacement item by HYTERA. Title to the Subject Matter passes from HYTERA to the Supplier upon its returning to the Supplier and transfer of title to the replacement item to HYTERA.
- 15.4 The Supplier shall bear the costs and risk of returning any defective Subject Matter from HYTERA to the Supplier and any delivery from the Supplier to HYTERA caused thereby.
- 15.5 The limitation period for asserting rights based on defects of products delivered in the context of remedial measures (repair or exchange) shall be 24 months from the successful remedy.
- 15.6 The Supplier undertakes to inform HYTERA without undue delay if he obtains knowledge that a Subject Matter already delivered deviates from specifications, exhibits potential quality problems or problems due to product modifications that actually or possibly affect the reliability or characteristics of the product, or exhibits defects in additional components (e.g. documentation) that are included in the scope of delivery.
- 15.7 HYTERA reserves the right to define additional measures (e.g. remedy of defects without undue delay at HYTERA and – in the case of products already delivered – at the end customer's premises). The end customer and/or HYTERA shall exclusively define the content and extent of any recalls that the end customer and/or HYTERA deem necessary after diligent scrutiny. The costs incurred shall be borne by the Supplier and shall be paid as an advance payment upon first request by HYTERA.
- 15.8 HYTERA shall be entitled to reject defective or incomplete products at incoming goods inspection and to withdraw from any current purchase order for such products.

## 16 Liability

Liability shall be governed by the statutory provisions.

## 17 Quality Control / Quality Assurance / Product Modifications

- 17.1 The Supplier shall deliver the Subject Matter in accordance with the stipulated specifications or drawings.
- 17.2 The Supplier shall inform HYTERA about any potential improvements or cost savings regarding the Subject Matter he may notice.
- 17.3 Modifications of the Subject Matter by the Supplier require notification if they do not result in a modification of the specifications or drawings. They require approval if they result in a modification of the specifications or drawings.

- 17.4 The Supplier undertakes to deliver the Subject Matter in accordance with the requirements of an appropriately documented quality assurance system (e.g. DIN ISO 9000 ff.). The Supplier shall keep records especially of its quality tests and inspections and make them available to HYTERA upon request. The Supplier shall inform HYTERA in writing and without undue delay about essential changes of the Supplier's quality management system.
- 17.5 HYTERA is entitled to carry out quality tests and inspections (audits) at the Supplier's or have them carried out by third parties.
- 18 Safety / Environmental Compatibility / Packing**
- 18.1 The Subject Matter must comply with the latest state of the art, the relevant applicable statutory provisions, and the regulations and directives of government authorities, trade associations and professional associations. The Supplier shall be obliged to carry out free-of-charge modifications without any special order and upon prior notification of HYTERA if these modifications are required due to the further development of the generally accepted rules of technology or due to the introduction or modification of statutory provisions and government regulations. The Supplier shall be obliged to indemnify HYTERA against any claims arising from the infringement of Clause 18, especially if the Supplier is responsible for damage under the Product Liability Act.
- 18.2 Wherever commercially and technically feasible, the Supplier shall make sure that environmentally compatible products and processes are used for the production or provision of the Subject Matter as well as for supplies and additional services rendered by third parties.
- 18.3 The Supplier shall provide the Subject Matter with suitable and environmentally compatible packing as necessary and appropriate. At the request of HYTERA, the packing material shall be taken back free of charge at the place of fulfillment and be disposed of in line with the statutory provisions. If the packing material is not taken back, HYTERA shall be entitled to have it correctly disposed of or recycled at the Supplier's expense.
- 18.4 At the request of HYTERA, the Supplier shall take back free of charge any electrical and electronic equipment for which an obligation to take them back exists and shall dispose of this equipment in line with the statutory provisions. For this purpose, a local return facility must be created. If the equipment is not taken back, HYTERA shall be entitled to have it correctly disposed of at the Supplier's expense.
- 18.5 The Supplier shall be liable for the environmental compatibility of the Subject Matter and packing materials, as well as for any damage arising from the infringement of the Supplier's legal obligations. At the request of HYTERA, the Supplier shall make out a free-of-charge certificate of inspection for the delivered Subject Matter.
- 19 Documents / Non-Disclosure**
- 19.1 Any drawings or other documents furnished by HYTERA as well as any documents prepared by the Supplier on the basis of specifications made by HYTERA shall be the property of HYTERA; these drawings and documents as well as any items produced on the basis of these drawings and documents may not be reproduced or disclosed to third parties or used by the Supplier for purposes other than those specified in the contract without the written approval of HYTERA. They shall be reasonably protected against unauthorized inspection or use. HYTERA may claim their return or destruction without undue delay if the Supplier infringes these obligations.
- 19.2 The Supplier shall regard the conclusion of the contract and the associated purchase order as well as all resulting work, documents and information in intangible form as a business secret pursuant to Clause 19.1 and consequently handle them as confidential. The Supplier shall be liable for any damage caused to HYTERA by the infringement of any of these obligations. The liability shall also extend to employees of and third parties commissioned by the Supplier.
- 19.3 If the Supplier discovers that an unauthorized third party has obtained possession of confidential information or that a confidential document has been lost, the Supplier shall inform HYTERA without undue delay.
- 19.4 The non-disclosure obligation shall not expire upon termination of the contractual relationship.
- 19.5 The Supplier may disclose its business relations with HYTERA only after having obtained the written approval of HYTERA to do so.
- 20 Provisions Governing Export Control and Foreign Trade Data**
- 20.1 The Supplier shall comply with all requirements of the applicable national and international customs and foreign trade and payments law ("foreign trade and payments law"). The Supplier shall provide to HYTERA in writing at the latest two weeks after ordering or, in the case of modifications, without undue delay all information and data that HYTERA requires in order to comply with the foreign trade and payments law in the event of export, import and re-export, including in particular the following:
- All applicable export list numbers including the Export Control Classification Number (ECCN) in accordance with the US Export Administration Regulations (EAR) or the US Munitions List Number (USML) if the International Traffic in Arms Regulations (ITAR) become applicable.
  - The statistical goods number pursuant to the current goods classification of the foreign trade statistics as well as the Harmonized System (HS) code, and
  - The country of origin (non-preferential origin) and, if required by HYTERA, suppliers' declarations regarding the preferential origin (in the case of European suppliers) or certificates of preference (in the case of non-European countries).
- 20.2 The Supplier shall be liable for any damage suffered by HYTERA due to the improper or delayed submission of declarations.
- 21 Safety of Supply Chain**
- 21.1 The Supplier shall be obliged to comply with international safety standards such as Authorized Economic Operator (AEO), Customs Trade Partnership Against Terrorism (CTPAT) or equivalent standards in the supply chain.
- 22 Third-Party Property Rights**
- 22.1 The Supplier warrants that the Subject Matter is free from third-party property rights that exclude or limit the intended use of the Subject Matter by HYTERA and/or its customers.
- 22.2 If the intended use of the Subject Matter or parts thereof is impaired or prohibited by a claim due to infringement of third-party property rights or if the threat of such an impairment or prohibition exists, the Supplier shall compensate HYTERA for all resulting damage and is authorized and obliged to do one of the following at its own discretion and own costs within a reasonable period
- to modify or to replace the Subject Matter or the affected part thereof in such a manner that no third-party property rights are violated, but that this modified or replaced Subject Matter nevertheless conforms to the contractual provisions, or
  - to procure for HYTERA the right to use the Subject Matter without restrictions and without additional costs for HYTERA.

If the Supplier does not meet this obligation within a reasonable period of time despite being requested by HYTERA, HYTERA shall be entitled to procure from the holder of the property rights and at the expense of the Supplier the license to utilize the affected Subject Matter in accordance with the contractual stipulations. To the extent possible, HYTERA shall include the Supplier in the contract negotiations with the holder of the property rights and shall take into consideration the legitimate interests of the Supplier.

- 22.3 The Supplier shall assume the sole and unlimited liability vis-à-vis third parties asserting a claim due to the infringement of property rights by the Subject Matter. The Supplier shall indemnify and hold harmless HYTERA and its customers from any claims arising from the infringement of an industrial property right, copyright or other property right. The indemnification pertains to all expenses that necessarily arise to and which may have been paid by HYTERA from or in connection with the assertion of a claim by a third party. In the event of indemnification, HYTERA undertakes to grant to the Supplier, to a reasonable extent, requested support in view of the claims being asserted, where the costs for this support shall be borne by the Supplier.
- 22.4 Further rights of HYTERA, in particular the right to procure replacements and the right to claim damages, shall remain unaffected.
- 22.5 The limitation period for claims due to the infringement of third-party property rights shall be five (5) years and shall commence on the date of delivery to HYTERA or, provided that acceptance has been agreed, five (5) years after successful acceptance of the Subject Matter. In the event of doubt, the later of the two dates shall apply.

### **23 Change of Control**

Within the scope of contracts for the performance of a recurring obligation, HYTERA shall be entitled to terminate such contract with immediate effect if there is a significant change in the shareholdings in the Supplier's company, especially if competitors of HYTERA acquire shares. The Supplier shall inform HYTERA in due time and in writing about such changes.

### **24 Product Discontinuation / Spare Parts / Service**

- 24.1 The Supplier shall be obliged to inform HYTERA in writing in due time and in detail about any plans for product discontinuation and to specify substitute products, if available. Moreover, the Supplier shall submit to HYTERA a binding

last stockpiling offer. The Supplier shall be liable for any damage suffered by HYTERA because of incorrect or delayed information (e.g. acquisition of replacements from third parties, third-party replicas and redesigned products).

- 24.2 The Supplier shall be obliged to offer spare parts and adequate service, if required, for the Subject Matter for a period of ten (10) years after expiry of the limitation period pursuant to Clause 15.2 above at generally accepted market terms.

### **25 Compliance**

- 25.1 The Supplier shall be obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier shall neither actively nor passively, nor directly or indirectly participate in any form of corruption or bribery, and shall ensure compliance with the internationally applicable human rights in its sphere of influence.
- 25.2 If the Supplier infringes these obligations through its own fault, HYTERA has the right to withdraw from or terminate the contract, notwithstanding any further claims. If it is possible to remedy the breach of duty, HYTERA may exercise this right of withdrawal or termination only after a reasonable period of time granted for remedying the breach of duty expires without the situation being remedied.

### **26 Place of Jurisdiction / Applicable Law**

- 26.1 The contractual relations between HYTERA and the Supplier shall be governed exclusively by German law, excluding the conflict-of-law-rules. The application of the UN Convention on Conflicts for the International Sale of Goods (CISG) shall be excluded.
- 26.2 All disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. Place of arbitration is Hannover. Language of the proceeding is English; documents can be submitted to the tribunal in German and/or English languages. All arbitrators shall be proficient in German and English languages. The sole arbitrator and the presiding arbitrator shall each have the qualification for the office of a judge (zweites Staatsexamen) or equivalent.
- 26.3 „The language of the contract shall be German. If the contracting parties use another language in addition to German, the German wording shall prevail.