

Validity of these General Terms and Conditions of Sale (T&Cs Sale); defence clause

- (1) These General Terms and Conditions of Sale (T&Cs Sale) apply to all our business relationships with our customers. They shall in particular apply to contracts for the sale and/or supply of movable objects, regardless of whether we manufacture them ourselves or purchase them from suppliers or subcontractors. They shall however only apply if the customer is an entrepreneur within the meaning of § 14 German Civil Code, a public-law entity or a public-law fund.
- (2) Our T&Cs Sale shall apply exclusively. Contradictory, deviating or supplementary terms and conditions of business of the customer shall only become an integral part of the contract if we have expressly approved their validity. For example, unconditional acceptance of orders on our part, rendering of services or direct or indirect reference to correspondence etc. containing its or third parties' terms and conditions of business shall not portray acknowledgement.
- (3) Our T&Cs Sale shall apply in the version valid at the time of the customer's order as a framework agreement (§ 305 subsection 3 German Civil Code), also for similar future offers and agreements (in particular for the sale and/or supply of movable objects) without us having to make repeated reference to them.

Conclusion and content of contracts; written form in the sense of these T&Cs Sale; representation; reservation of rights; no guarantees

- (1) Our published offer of products and services is subject to change without notice and non-binding unless it has expressly been designated as binding or contains a specific period for acceptance.
- (2) Ordering by the customer shall be deemed a legally binding offer for conclusion of a contract. If nothing to the contrary results, we can accept it within 15 working days (Monday to Friday, without statutory holidays) from receipt.
- (3) If we have declared ourselves bound to an offer which is specific with a view to the object and the price for a specified period of time towards the customer, the contract shall only originate if the offer is accepted by the customer in writing within the binding period (for example by means of a simple e-mail).
- (4) Our acceptance shall be by written declaration (e.g. by our order confirmation or our notification of readiness for dispatch/collection). The content of this declaration shall be decisive for the content of the contract. Legally considerable declarations and notifications which the customer makes to us following conclusion of the contract (e.g. setting of periods, reminders, notifications of defect, declarations or withdrawal or reduction of purchase price) shall require written form in order to take effect.
- (5) To comply with written form in the sense of these T&Cs Sale, transmission exclusively by fax or by simple e-mail shall suffice, the latter also without attachment of a scanned document. The above sentence shall apply both to our declarations towards the customer and also vice versa (notwithstanding 0 subsection 4 below). This shall not apply to a declaration of withdrawal or notice by the customer, for which written form within the meaning of § 126 subsection 1 German Civil Code shall be necessary.
- (6) The written contract, including the present T&Cs Sale, which portray an integral part of the written contract, completely reflects all the agreements made between us and the customer with a view to the object of the contract. All and any oral agreements or assurances given by us before conclusion of the written contract are legally non-binding and shall be completely superseded by the written contract, to the extent that the fact that they are to continue to apply bindingly expressly results from them.
- (7) Individual – also oral – contractual agreements shall always prevail over the present T&Cs Sale (§ 305 b German Civil Code). Subject to counter-proof, all and any written agreement or, if none exists, all and any written confirmation from us shall be decisive for the proof of the content.
- (8) With the exception of the guarantees expressly agreed as such in the contract, no guarantees of any kind exist.

Reservation, inter alia, of copyright and property rights; non-disclosure

- (1) We reserve all ownership, copyrights and property rights to all documents, materials and other objects provided to the customer by us (e.g. quotations, catalogues, price lists, estimates of costs, plans, diagrams, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and objects).
- (2) The supplier may not make the aforementioned objects accessible to third parties or notify, exploit, reproduce or amend them per se or with a view to the contents without our prior written agreement. It shall use them exclusively for the contractual purposes and return them to us completely upon request and destroy (or delete) all and any existing (also electronic) copies to the extent that they are no longer needed by it in the ordinary course of business and in accordance with statutory archiving periods. Upon request

by us, it shall confirm the completeness of the return or the destruction/deletion or portray the aforementioned documents, materials and objects of which it is of the opinion that it still needs them and for which reasons.

"EXW Incoterms (2010)" and other supply modalities; passage of risk; arrears in acceptance, cooperation actions etc.; acceptance

- (1) "EXW Incoterms (2010)" (relative to the warehouse from which we supply) shall apply to all our supplies to the extent that nothing to the contrary has been agreed.
- (2) Goods shall only be insured by us against theft, breakage, transport, fire or water damage or other insurable risks by express agreement with the customer and then exclusively at its expense.
- (3) In deviation from subsection (1) and only if agreed with the customer, we shall send the goods to the destination stated by it. This is done – also with regard to the packaging – at the customer's expense. We shall be entitled to determine the nature of dispatch (in particular the transport enterprise and the dispatch route) and the packaging at our own due discretion. In the cases of sentence 1 of this subsection, risk passes to the customer upon receipt of our notification of readiness for dispatch with the customer or – if the latter has not been provided for contractually – no later than hand-over of the goods to the forwarder, haulier or other transport person. This shall apply even if part supplies are made. For supplies with erection or assembly, risk shall pass to the customer upon take-over in the customer's company or, to the extent agreed, upon acceptance. Apart from this, subsection (1) and the regulations on the place of performance (0) shall remain unaffected.
- (4) If the customer falls into arrears in acceptance, fails to provide a required cooperation action or if our service is delayed for other reasons for which the customer is answerable, we shall be entitled to charge indemnification of the damage incurred as a result of this, including our additional expenditure (e.g. in particular warehousing costs). Risk shall also pass from us to the customer if the customer falls into arrears in acceptance or dispatch, delivery, start and implementation of the erection or assembly or acceptance is delayed for reasons for which the customer is answerable.
- (5) To the extent expressly agreed that acceptance has to take place, the statutory regulations of law of work and services on the acceptance shall apply accordingly. However, the goods shall be deemed accepted at the latest when
 - a) the supply and, to the extent that we also owe set-up or a similar service (e.g. fitting, installation, commission, adjustment/setting), the set-up or similar service has been completed,
 - b) we have notified the customer without delay after completion and have requested that it accepts,
 - c) (aa) fourteen (14) working days have passed since supply or, if applicable, conclusion of the set-up or similar service or (bb) the customer has started to use the goods (in particular has started operation) and in such a case ten (10) working days have passed since supply or, if applicable, conclusion of the set-up or similar service, and
 - d) the customer has failed to perform the agreed acceptance within the relevant aforementioned period of time, unless the customer has refrained from it on account of a defect notified to us which makes use of the goods impossible or considerably impairs it.

Prices, payment, withholding of the goods; exclusion of rights of offset and retention; defective solvency of the customer

- (1) Our prices stated for products and services are understood "EXW Incoterms (2010)" plus the statutory turnover tax valid at the time in question.
- (2) To the extent not agreed to the contrary, the final price for our products and services results from our price list valid at conclusion of the contract plus transport, subsidiary import charges, customs, statutory turnover tax, insurance, packaging and other subsidiary costs. As a rule, we charge packaging costs to the amount of 0.3% to 5% of the list price. Costs for erection, assembly, commissioning of systems and also service work are charged according to time and expense. Special agreements shall be recorded as contracts.
- (3) (a) Subject to subsection (4), our invoices shall be due for payment within 14 calendar days of supply of the goods and receipt of the invoice (and, only to the extent expressly agreed, following acceptance) without any deduction and in Euros (€). Supply of the goods shall be equated to receipt of our notification of readiness for collection by the customer (which we can combine with the invoice) or – if dispatch has been agreed – hand-over to the transport person. The date of receipt of the payment on our bank account shall be decisive for compliance with the payment period.
(b) We shall however at any time be entitled to make our services dependent on contemporaneous payments without stating the reasons. If set-up or similar services (e.g. fitting, installation, commission, adjustment/setting) is/are an integral part of the services owed by us or if acceptance has been agreed, the right according to this subsection (b), sentence 1, shall not accrue to us to the extent that the customer has a justified interest – as a rule to be assessed as 10% of the total price – in not having to pay the complete

remuneration before completion of the set-up or the similar service or not before readiness for acceptance.

- (4) If payment by instalments has been agreed, the following mode of payment shall apply instead of subsection (3) and subject to deviating agreements in the individual case: the customer pays without any deduction and in Euros (€),
 - a) one third of the total price after conclusion of the contract ((4)) as a down payment. The payment period is ten (10) working days receipt of the pertinent invoice; we can combine the invoice with our written declaration of acceptance ((4)).
 - b) one third of the total price after receipt of our notification of readiness for dispatch/collection. The payment period is ten (10) working days receipt of the pertinent invoice; we can combine the invoice with the aforementioned notification. The customer shall have no right to demand the goods or their dispatch before payment of this invoice; however, contemporaneous payment shall be permitted for it.
 - c) one third of the total price after complete rendering of the service (and, if expressly agreed, after acceptance). The payment period is ten (10) working days receipt of the pertinent invoice; we can combine the invoice with completion of the rendering of the service (or, if applicable with the acceptance).
- (5) With the expiry of the payment period in question pursuant to subsection (3) or (4), the customer shall automatically fall into arrears. The purchase price shall bear interest during the arrears with the valid statutory rate of default interest. The statutory liquidated damages (§ 288 subsection 5 German Civil Code) shall be added. We reserve the right to claim further-reaching damages from arrears. In any case, our statutory claim against merchants for the commercial maturity interest (§§ 352, 353 German Commercial Code) from the date of maturity shall remain unaffected.
- (6) The customer is (a) only entitled to offset to the extent that its counterclaim is either (aa) undisputed or (bb) legally effective; (b) only entitled to claim a right of retention to the extent that its counterclaim is either (aa) undisputed or (bb) legally effective. Subsection (3) (b) sentence 2 and (10) shall remain unaffected.
- (7) We shall be entitled to reject our services which are outstanding within a contractual relationship if it becomes recognisable following conclusion of the contract (e.g. by an insolvency application) that our claim to payment from the contractual relationship in question is jeopardised by a lack of solvency of the customer. Our right to reject performance shall not apply if the payment is effected or collateral is provided for it. We shall be entitled to set the customer a suitable period of time within which it shall, at its choice, effect its payment or provide collateral for it contemporaneously against our service. Following a fruitless expiry of the period, we can withdraw from the contract. In the event of contracts for the manufacture or untenable objects (individual productions), we can declare withdrawal immediately. The statutory regulations concerning dispensability of setting of periods and also above subsection (3) and § 321 German Civil Code shall remain unaffected.
- (8) The customer shall be obliged to insure the purchase price adequately for payment default. This shall be done at its own expense. The customer here and now assigns all claims to indemnification from this insurance to us. We accept the assignment.
- (9) If the supply or service date is at a point in time of more than three (3) months after conclusion of the contract, we shall be entitled to adapt the price of the goods or service agreed at conclusion of the contract, including the transport, to an extent suitable on the basis of the development of costs outside our control (e.g. costs of input, fluctuations in exchange rates, changes to customs and fees) following punctual notification of the customer and before delivery or performance. In the event of framework contracts containing price agreements, the three-month period shall commence upon conclusion of the framework agreement.

Delivery periods; reservations for force majeure, supply to us etc.; part services; inspections on our premises

- (1) A delivery period for supply of goods shall be complied with if the customer has received our notification of readiness for collection by its expiry or – if dispatch has been agreed – we have handed the goods to the transport person or could have handed them over in the event of their non- or unpunctual appearance.
- (2) If it becomes foreseeable for us that a delivery period cannot be complied with, we shall notify the customer without delay and inform it of the new prospective delivery time.
- (3) (a) We shall not be liable for impossibility or delay to the extent that they are based on force majeure or other incidents not foreseeable at the time of the conclusion of the contract for which we are not answerable (e.g. operational disturbances of all kinds, fire, natural catastrophes, weather, floods, war, uprising, terrorism, transport delays, strikes, legal lock-outs, lack of workforce, energy or raw materials, delays in the granting of all and any necessary official approvals, official/sovereign measures).
(b) In the case of such incidents, the delivery periods shall automatically be extended by the duration of the incident plus a suitable run-up time. We shall further be entitled to withdraw from the contract if such incidents make rendering of the service considerably more difficult or impossible for

us and are not only of temporary duration. If acceptance of the service can no longer reasonably be expected of the customer due to the delay occurring because of such an incident, it can also withdraw from the contract by a declaration given in writing without delay; unreasonableness can only be assumed if the prospective new delivery period (subsection (2)) is later than 30 calendar days after the originally planned delivery date or cannot be foreseen.

- (4) Delivery periods shall automatically be extended to a suitable extent if the customer fails to comply with its contractual duties or other cooperation duties or responsibilities. In particular, the customer shall be responsible for providing us with all the documents, information, samples, specimens and other information and objects to be provided by it in good time and in the correct format and, if applicable, creating the technical, constructional, personnel and organisational preconditions for the set-up of products or similar services (e.g. fitting, installation, commissioning, set-up/adjustment).
- (5) If dispatch or service is delayed by more than one month after notification of the readiness for dispatch by our customer's request, we can charge storage money to the amount of 3% of the price of the objects of the supplies for each commenced month. The right to prove higher or lower storage costs shall remain reserved for both contracting parties.
- (6) Our statutory rights, in particular concerned with all and any exclusion of our duty to perform (e.g. due to impossibility or unreasonableness of the performance/and or subsequent performance) and due to the customer's arrears in acceptance and/or performance shall remain unaffected.
- (7) If we fall into arrears with a supply or service or if it becomes impossible for us, whatever the reason, all and any liability for damages on our part shall be limited according to 0 below.
- (8) If we fall into arrears, the customer shall be obliged to declare within a suitable period whether it withdraws from the contract and/or demands damages in lieu of performance or continues to insist on the service following a fruitless expiry of a suitable period for supply. The declaration of withdrawal on the part of the customer shall require written form within the meaning of § 126 subsection 1 German Civil Code.

Extended retention of title

- (1) The retention of title agreed here serves to secure our claims against the customer from the contractual relationship in question and additionally all our other trade receivables existing against the customer at the time of the conclusion of the contract in question, including balance claims from current accounts (together the "secured claims").
- (2) The goods supplied by us to the customer shall remain our property until complete payment of all secured claims. These goods or the objects taking their place according to the following provisions and also covered by the retention of title are hereinafter referred to as "conditional commodities". If the customer intends to take the conditional commodities to a place outside Germany, it shall be obliged to fulfil all and any statutory preconditions there for the origination and maintenance of our retention of title at its own expense and to inform us without delay after origination of the aforementioned intention.
- (3) The customer shall keep the conditional commodities free of charge for us. It must treat them gently and insure them sufficiently and at the new value against fire, water and theft damage at its own expense. If maintenance, upkeep or inspection work becomes necessary (which shall not include all and any [subsequent] performance actions to be rendered by us), the customer must carry them out in good time at its own expense.
- (4) The customer shall not be entitled to pledge conditional commodities, to transfer them by way of security or to use them for sale-and-lease-back transactions. If opening of insolvency proceedings is applied for and/or in the event of third-party interventions against the conditional commodities (e.g. attempts at seizure), the customer must make immediate and distinct reference to our ownership and notify us without delay so that we can pursue our rights. To the extent that the third party does not reimburse us for judicial or extrajudicial costs incurred in this context, the customer shall be liable herefor.
- (5) With our prior consent, the customer shall be entitled to use, to process, to re-shape, to combine, to blend and/or to sell the conditional commodities in the ordinary course of business, as long as the preconditions stated in subsection (7) (b) sentence 3 (from "as long as") have been fulfilled (in particular no arrears in payment towards us occurs) and a case of exploitation (subsection (9)) does not occur.
- (6) (a) If the conditional commodities are processed or reshaped by the customer (§ 950 German Civil Code), it shall hold that this is always done on our behalf as the manufacturer and for our account. We shall directly acquire ownership of the newly created object or - if the processing or re-shaping is done from materials belonging to a plurality of owners - co-ownership (fractional ownership) of it in the ratio of the value of the conditional commodities (gross invoice value) to the value of the other processed/reshaped substances at the time of the processing/reshaping. In the event of no such acquisition of ownership or co-ownership, as the case may be, by us occurs, the customer here and now assigns its future ownership or its co-ownership in the aforementioned ratio, as the case may be, to the

newly created object by way of security. We hereby accept this assignment.

(b) If the conditional commodities are combined with other objects not belonging to us within the meaning of § 947 German Civil Code or blended or mixed within the meaning of § 948 German Civil Code, we shall directly acquire co-ownership of the newly created object in the ratio of the value of the conditional commodities (gross invoice value) to the value of the other combined, blended or mixed objects at the time of the combination, blending or mixing. If the conditional commodities are to be regarded as the main object, we shall directly acquire sole ownership (§ 947 subsection 2 German Civil Code). If one of the other objects is to be regarded as the main object, the customer, to the extent that the main object belongs to it, here and now assigns the pro rata co-ownership to the single object in the ratio designated in sentence 1 of the present subsection. We hereby accept this assignment. Apart from this, subsection (a), penultimate and final sentence, shall apply accordingly.

(c) The customer shall keep our sole ownership or co-ownership originating according to the above regulations free of charge for us.

(7) (a) The customer here and now assigns its claims to payment against its customers from a resale of the conditional commodities and the customer's claims with a view to the conditional commodities originating against its customers or third parties for any other legal reason (in particular claims from tort and for insurance payments), including all balance claims from current accounts, to us to the complete amount by way of security - in the event of co-ownership of conditional commodities on our part in accordance with our share of co-ownership. We hereby accept this assignment.

(b) We hereby revocably authorise the customers to collect the claims assigned to us in its own name and for its own account. Our right to collect these claims ourselves shall not be affected. However, we shall not collect them ourselves or revoke the collection authorisation as long as the customer properly complies with its payment obligations towards us (in particular does not fall into arrears in payment), no application for opening of insolvency proceedings against the customer's assets has been made and no deficiency in solvency (within the meaning of § 321, subsection 1, sentence 1, German Civil Code) exists with the customer. If one of the aforementioned cases occurs, we can revoke the authorisation in sentence 1 of this subsection, demand that the customer names the claims assigned and the debtors in question to us, notifies the latter of the assignment (which we may also do ourselves at our choice) and gives us all the documents and information which are necessary and helpful for the collection of the claims.

(c) The bans in subsection (4) shall be applicable accordingly to the claims assigned to us.

(8) If the customer so demands, we shall release conditional commodities and the objects and claims replacing them to the extent that their estimated value exceeds the amount of the secured claims by more than 50%. The selection of the objects to be released shall be a matter for us.

(9) If we withdraw from the contract in accordance with the statutory directives on account of conduct in breach of contract by the customer - in particular on account of its arrears in payment - (exploitation case), we shall be entitled to demand the conditional commodities back from the customer. We shall declare withdrawal from the contract with this request for return at the latest; likewise if we pledge conditional commodities. The transport costs incurred for the return transport shall be borne by the customer. We may exploit conditional commodities taken back by us. The yield from the exploitation shall be offset against the amounts which the customer owes us after we have deducted a suitable amount for the costs of the exploitation.

Warranty for defects

(1) To the extent that nothing to the contrary or supplementary has been stipulated in these T&Cs Sale, the statutory directives shall apply to the customer's rights in defects in quality and title (including wrong and short deliveries, defective assembly or instructions). In any case, the statutory special directives for final supply of the goods to a consumer (recourse against the supplier pursuant to §§ 478, 479 German Civil Code) shall remain unaffected.

(2) Apart from the cases of § 10 subsections 2 to 4 of these T&Cs Sale, we shall have no warranty duty for defects in quality for all and any agreed supply of second-hand products. Further, we shall have no warranty duty if the customer changes the goods or has them changed without our consent and subsequent performance is made impossible or unreasonably more difficult as a result. In such a case, the customer shall bear the additional costs of subsequent performance originating as a result.

(3) To the extent not expressly agreed to the contrary, (a) our products and services shall exclusively comply with the statutory requirements valid in Germany, (b) in addition our product description, which has been provided to the customer before its order or has been integrated into the contracts in the same way as these terms, shall be decisive alone for the properties owed (publicly accessible statements of other manufacturers or other third parties shall not be taken into account) and (c) the customer alone shall be responsible for the integration of the products into the technical, constructional and organisational situation with it (integration responsibility of the customer).

(4) To the extent that acceptance has not expressly been agreed, the customer shall have the duty to examine supplied goods without delay after supply to it or the third party named by it and to notify all and any defects without delay. For this, §§ 377, 381 German Commercial Code and, as a supplement, the regulations in this subsection shall apply. In the interest of time, the notification shall require written form in the sense of a fax or an e-mail. Its promptness shall presuppose that it is dispatched within no more than seven (7) working days after supply (§ 377 subsection 1 German Commercial Code) or - if it is a question of a defect which was not recognisable upon examination (§ 377 subsections 2 and 3 German Commercial Code) - within no more than five (5) working days of discovery of the defect. The examination of the goods following supply may not limit itself to visual checks and the delivery papers, but must also entail a suitable quality and functionality examination with random samples. If the customer fails to make the proper examination and/or notification, our warranty duty and other liability for the defect in question shall be ruled out. None of our statements, actions or omissions is to be understood as a waiver of the pre-conditions and the legal consequences of §§ 377, 381 German Commercial Code and of this subsection.

(5) In deviation from § 640 subsection 2 German Civil Code, unreserved acceptance despite defects known to the customer leads not only to the loss of the customer's rights as stated in § 634 no. 1 - no. 3 German Civil Code, but also of the claims to damages designated in § 634 no. 4 German Civil Code. This shall not apply in cases of our assumption of a property guarantee or of deceitful failure to disclose a defect.

(6) By our request, goods giving rise to complaint shall firstly be returned to us without delay at the customer's expense. If the complaint is justified, i.e. in defectiveness, we shall reimburse the costs of the most favourable form of dispatch to the customer; this shall not apply to the extent that the costs are increased because the goods are located at a place other than that of intended use. Subsection (7) below shall remain unaffected.

(7) The customer shall grant us the time and opportunity necessary for examination of notifications of defect and other complaints and also for subsequent performance. This shall also entail providing the faulty goods for examination purposes or - in the case of their firm installation or similar other fixation - procuring access to them.

(8) The expenditure necessary for the purpose of examination and subsequent performance, in particular transport, travel, work and material costs, are borne by us if a defect actually exists. However, examination and/or subsequent performance shall entail neither dismantling of the defective object nor installation of the defect-free object if we were not originally obliged to installation; the previous half-sentence shall leave all and any possibility of indemnification of costs of dismantling and installation as damages unaffected. If a complaint by the customer proves to be unjustified, we can demand reimbursement of all our costs incurred as a result of the complaint from it.

(9) If the supplied object is defective, we shall, at our choice within a suitable period, be entitled and obliged to subsequent performance in the form of remedying of the defect (subsequent performance) or supply of a defect-free object (replacement supply) to start with. In the event of replacement supply, the customer shall return the object to be replaced in accordance with the statutory directives. The same shall apply in the event of subsequent performance for exchanged replacement parts.

(10) We shall be entitled to make subsequent performance measures dependent on the fact that the customer pays any due purchase price, if applicable. The customer shall however be entitled to withhold a part of the payment which is suitable in relation to the (alleged) defect during the subsequent performance measure.

(11) If subsequent performance is impossible or has failed or if a suitable period to be set for the subsequent performance by the customer has expired fruitlessly or is dispensable according to statutory directives, the customer can at its choice withdraw from the contract or reduce the purchase price. However, no right of withdrawal shall exist in the event of an inconsiderable defect.

(12) The customer can only withdraw or terminate on account of a breach of duties not to be seen in a defect in the goods if we are answerable for the breach; apart from this, the statutory regulations shall apply hereto. A free right of termination for the customer, in particular pursuant to §§ 651, 649 German Civil Code, has been ruled out.

(13) In deviation from § 2 subsection 5 sentence 1 of these T&Cs Sale, withdrawal and termination by the customer shall require written form within the meaning of § 126 subsection 1 German Civil Code.

(14) Claims to damages shall only exist in accordance with 0 below.

Warranty for freedom from third-party property rights

(1) In accordance with this § 9, we vouch for the fact that the goods are free of commercial property rights or copyrights of third parties in the states of the European Union or other countries in which we manufacture the goods or have them manufactured. Each party shall notify the other party in writing without delay if claims are made against it on account of a breach of such rights.

(2) Claims on account of breaches of commercial property rights or copyrights of third parties have been ruled out if this breach is based on an instruction

- by the customer, a high-handed change or non-contractual use of the goods by the customer.
- (3) In the event of the goods breaching a commercial property right or copyright of a third party, we shall at our choice and at our expense amend or exchange the goods such that no third parties' rights are impinged any more, the goods however continue to fulfil the contractually agreed functions or procure the right of use for the customer by conclusion of a licence agreement. If we do not succeed in so doing within a suitable period of time, the customer shall be entitled to withdraw from the contract or to reduce the purchase price accordingly.
 - (4) Claims to damages shall only exist according to the provisions of the following 0.

Liability for damages

- (1) To the extent that nothing to the contrary results from these T&Cs Sale (including this 0), we shall be liable according to the statutory directives in the event of a breach of contractual and extra-contractual duties.
- (2) Regardless of the legal reason, we shall be liable without limitation for reimbursement of damages based on a deliberate or grossly negligent breach of duty by us or by one of our statutory representatives or vicarious agents.
- (3) In the event of a merely simply or slightly negligent breach of duty by us or one of our statutory representatives or vicarious agents, we shall only be liable (subject to a milder scale of liability according to statutory directives)
 - a) – albeit unrestrictedly – for damage based thereon from an injury to life, limb and health.
 - b) for damage from a breach of cardinal contractual duties. Cardinal contractual duties are the duties, fulfilment of which only makes proper performance of the contract possible and in compliance with which the customer regularly trusts and may trust. In such a case, however, the amount of our liability shall be limited to the damage typical for the contract and foreseeable at the conclusion of the contract.
- (4) The limitations of liability according to subsection (3) do not apply to the extent that we deceitfully fail to disclose a defect or have assumed a guarantee for the properties of the goods or a procurement risk. In addition, all and any cogent statutory liability, in particular from the Product Liability Act, shall remain unaffected.
- (5) To the extent that our liability has been ruled out or limited according to the above regulations, this shall also apply to the personal liability of our executive organs, statutory representatives, employees, workers and vicarious agents.
- (6) Contract penalties or liquidated damages which the customer owes third parties in connection with the goods supplied by us can only be claimed as damages – subject to all the further preconditions – if this has been expressly agreed with us or the customer has made reference to this risk in writing before our conclusion of the contract with the customer.

Barring by limitation

- (1) The period of barring for all – also extra-contractual – claims on account of defects in title and quality shall be one (1) year from supply as a deviation from § 438 subsection 1 no. 3 German Civil Code. However, this shall not apply to deliberate or grossly negligent breaches of duty (0 subsection 2 of these T&Cs Sale), to damage from an injury to life, limb or health (0 subsection 3 lit. a), deceitful failure to disclose a defect and to claims from the Product Liability Act (0 subsection 4 sentence 1 or sentence 2 of these T&Cs Sale); in such cases and in those of subsection (3) below, the statutory period of barring shall apply exclusively in each case.
- (2) If acceptance has been agreed, barring by limitation shall only commence upon acceptance.
- (3) If the goods are a construction or an object used for a construction according to its customary mode of use and has caused its defectiveness (building material), the statutory period of barring pursuant to § 438 subsection 1 no. 2 German Civil Code shall remain in effect. Further statutory special regulations on barring by limitation (in particular § 438 subsection 1 no. 1, subsection 3, § 444, § 479 German Civil Code) shall also remain unaffected.

Specific right of withdrawal in cessation of payment etc.

In the following cases, we shall have a special right of withdrawal from the contract: (a) the customer ceases payments to its creditors; (b) it applies for opening of insolvency proceedings against its assets itself; (c) they are admissibly applied for by us or by another creditor; (d) they are opened as provisional insolvency proceedings; (e) they are finally opened; or (f) the application is rejected due to insufficiency of funds.

Erection and assembly; replacement parts

The following provisions apply to the erection and assembly, to the extent that nothing to the contrary has been agreed in writing:

- (1) The customer shall bear the costs for all activities in connection with the erection and assembly.

- (2) All costs incurred in connection with soil, construction and other subsidiary work outside the branch, including the necessary experts and ancillaries, building material and tools shall be borne by the customer.
- (3) The objects and material required for assembly and commissioning such as scaffolding and other devices, fuels and lubricants, shall be financed by the customer.
- (4) Energy and water at the point of use, including the connections, heating and illumination, shall be in the responsibility and commission of the customer.
- (5) The customer shall ensure sufficiently large, suitable, dry and lockable rooms for storage of machine parts, apparatus, materials, tools etc. and suitable working and recreation rooms for the assembly personnel, including sanitary amenities suitable for the situation; apart from this, the customer shall take matching measures to protect our and the assembly staff's property on the building site.
- (6) Before the start of assembly work, the customer shall provide the necessary information about the location, hidden electricity, gas, water lines and similar equipment and also the necessary static information without specific request.
- (7) Erection or assembly must be able to begin as agreed and to be carried out without interruption. Thus, the provisions and objects necessary for the start of the work must be at the place of erection and assembly and all preliminary work before the start of set-up must have progressed as far as necessary. Transport routes and the place of erection or assembly must have been cleaned and levelled.
- (8) To the extent that we expressly undertake to supply replacement parts to the customer, we shall also be entitled, following the expiry of the periods of barring regulated in § 11 of these T&Cs Sale to supply replacement parts equal in function instead of original spare parts or to name a different source of purchase to the customer with a view to the product for which replacement parts are to be supplied.

Notification duty in measures under product safety law

If product safety law measures take place in connection with our products with or against the customer (e.g. official measures of market monitoring, e.g. ordering of a take-back or a recall) or the customer intends to take such measures (e.g. reports to market monitoring authorities), it shall inform us in writing without delay.

Place of performance

Place of performance for our supplies shall be the store from which we supply. This shall also apply to subsequent performance. But if we also own the set-up or similar services (e.g. integration, installation, commissioning, set-up/adjustment), the place of performance shall be the place at which this is to take place according to the statutory regulations.

Choice of law and place of jurisdiction

- (1) The business relationships between us and the customer shall exclusively be governed by the law of the Federal Republic of Germany. UN purchase law (CISG) shall not apply.
- (2) If the customer is a merchant within the meaning of the German Commercial Code, an entrepreneur within the meaning of § 14 German Civil Code, a public-law entity or a public-law fund or if it does not have a general place of jurisdiction in the Federal Republic of Germany, the exclusive - also international - place of jurisdiction for all disputes from or in connection with the contractual relationship between us and the customer shall be our registered office in Diepholz.
- (3) Notwithstanding subsection (2), we shall in all cases be entitled to sue the customer at its general place of jurisdiction or at the place of performance (0). Cogent statutory provisions, in particular concerning exclusive places of jurisdiction, shall remain unaffected.

Severability clause

If provisions of the T&Cs Sale are or become partly or totally null or ineffective, the validity of the remaining provisions shall not be affected. To the extent that the provisions have not become an integral part of the contract or are ineffective, the content of the agreement shall be based on the statutory directives (§ 306 subsection 2 German Civil Code) to the extent that such exist. Only apart from this and insofar as no supplementary interpretation of the contract prevails or is possible shall the parties find an effective regulation coming commercially as close as possible to the null or ineffective provision in order to replace the latter.

VENSYS Elektrotechnik GmbH