

# General Terms & Conditions of Sale and Delivery / Assembly Conditions of Stela Laxhuber GmbH



## A. General Terms & Conditions of Sale and Delivery

### 1. Scope/general

1.1 These General Terms & Conditions of Contract, Delivery and Services (GTC) shall apply exclusively with regard to entrepreneurs within the meaning of s. 14 of the German Civil Code (BGB), which means natural or legal persons who acquire the goods or services for commercial or professional use. If the Customer also commissions us to assemble the delivered goods, the Assembly Conditions set out under B. shall also apply exclusively.

1.2 The following Terms & Conditions (GTC) shall apply exclusively to the business relationship with our Customers, including for information and consultancy.

Other terms and conditions of the buyer and/or orderer, hereinafter referred to as "Customer(s)", shall apply only if and insofar as we accept them expressly in writing. In particular our silence with regard to such deviating terms and conditions does not constitute acceptance or consent, including in the case of future contracts.

Our GTC shall apply instead of any terms and conditions of purchase of the Customer even if according to these the acceptance of an order is envisaged as unconditional recognition of the terms and conditions of purchase; rather the Customer shall, by accepting our order confirmation, expressly accept that they waive their terms and conditions of purchase and/or the rights derived from them.

### 2. Information/consultancy/characteristics of products and services/cooperation by the Customer

2.1 Information and elucidations regarding our products and services by us or our intermediaries shall be given solely on the basis of our previous experience. They shall in no way represent characteristics of or guarantees for our products.

2.2 We shall assume a duty of consultancy only expressly on the basis of a written, separate consultancy contract.

2.3 A guarantee shall be deemed to have been provided by us only if we have designated a characteristic and/or service provision as "*legally guaranteed*" in writing.

### 3. Specimen copies/documents and data provided/samples/quotations

3.1 The characteristics of samples or specimen copies shall only become integral parts of a contract if this has been *expressly* agreed in writing. The Customer shall *not* be entitled to utilise or circulate samples.

If, on our part, a sale is made on the basis of a sample of goods, deviations from this shall be permitted in the delivered goods and shall not constitute grounds for complaints and claims against us if they are customary in the trade and if any agreed specifications are complied with in the delivered goods, unless otherwise agreed.

3.2 We reserve all property rights and copyright to samples, illustrations, drawings, data, quotations and other documents regarding our products and services disclosed or provided to the Customer. The Customer undertakes not to make the samples, data and/or documents mentioned in the previous sentence available to third parties unless we give our express written consent. These shall be returned to us upon request unless an order based on them is placed with us.

### 4. Conclusion of contract/scope of delivery and services/procurement risk and guarantee

4.1 Our offers are non-binding unless they are expressly designated as binding, expressly contain binding undertakings or our obligation was otherwise expressly agreed. They are invitations to place orders.

The Customer shall be bound to their order as a contract application for 30 days from receipt of the order by us.

4.2 A contract shall come into being, including as part of ongoing business, only when we have confirmed the Customer's order in writing or in text form (i.e. including by fax or email) as an order confirmation.

4.3 If acceptance or shipment of the products is delayed for a reason for which the Customer is responsible, we shall be entitled at our discretion to demand immediate payment of the remuneration or to withdraw from the contract or to refuse fulfilment and demand compensation instead of complete performance after setting and expiry of a 14-day grace period. The grace period shall be set in writing or text form. We are not obliged to refer to the rights arising from this clause again in this document.

In the event of a demand for compensation as regulated above, the compensation to be paid shall be 20% of the net delivery price for purchase contracts or 20% of the agreed net remuneration for service contracts. Both parties reserve the right to demonstrate that the amount of the losses is different or that no losses were incurred. Reversal of the burden of proof is not associated with the above provisions.

4.4 If a delivery order or call is delayed by the Customer, we are entitled to postpone the delivery by the same period of time as the Customer's backlog plus a scheduling period of 4 working days at the place of our registered office.

### 5. Delivery/place of fulfilment/delivery time/delivery delays/packaging

5.1 Binding delivery deadlines and periods shall be expressly agreed in writing.

5.2 Delivery and/or service periods shall begin on receipt of our order confirmation by the Customer, or in the absence of the latter, within 5 calendar days of receipt of the Customer's order by us, but not before all details of execution of the order have been clarified and all other preconditions to be fulfilled by the Customer are in place, in particular agreed prepayments or securities have been received and the necessary cooperation obligations have been completed in full. Similar conditions shall apply to delivery deadlines and service deadlines. If the Customer has requested changes after the order is placed, a new appropriate delivery and/or service period shall begin on confirmation of the order by us.

5.3 If we fall behind in our delivery, the Customer shall first set a reasonable grace period. If this elapses unsuccessfully, compensation claims for breach of obligation, for whatever reason, shall only exist according to the stipulations under 11.

5.4 If acceptance does not take place by the agreed collection deadline, we shall store the contractual goods at the Customer's expense. In the event of storage, the Customer shall pay a flat storage fee of 1% of the net remuneration per week for the stored goods. Both parties reserve the right to demonstrate that the costs incurred were lower or higher; the Customer also reserves the right to demonstrate that no costs were incurred at all.

### 6. Force majeure/delivery subject to availability

6.1 If we do not receive a delivery or service from our subcontractors to allow us to provide the delivery or service which is to be rendered by us under the contract, despite proper and adequate stocking in terms of quantity and quality under our delivery or service agreement with the Customer (*congruent stocking*) for reasons for which we are not responsible, or the delivery or service is incorrect or not completed on time, or events of force majeure occur of significant duration (i.e. longer than 14 calendar days), we shall notify our Customer in writing or text form in good time. In this case, we shall have the right to postpone the delivery for the duration of the hindrance, or to withdraw from the contract in whole or in part for that part of the contract not yet fulfilled, provided that we have met our obligation to provide information as described above and have not assumed responsibility for the procurement risk or provided a delivery guarantee. Events of force majeure include strikes, lockouts, official interventions, energy shortages and shortages of raw materials, transport bottlenecks or hindrances beyond our control, hindrances to operation through no fault of our own, for example, due to fire, water or damage to machinery, and any other hindrances which, when considered objectively, were not caused by our negligence.

6.2 If a delivery date or delivery period is agreed with binding force and the agreed delivery date or the agreed delivery period is exceeded due to events of the sort described under 6.1, the Customer shall have the right, after a reasonable grace period has elapsed without success, to withdraw from the contract for that part of the contract not yet fulfilled. Further claims by the Customer, in particular for compensation, are excluded in this case.

6.3 The above provision under 6.2 shall apply accordingly if further adherence to the contract is objectively unacceptable to the Customer for the reasons specified in 6.1, even if a fixed delivery deadline has not been contractually agreed.

## **7. Amendments to essential contractual circumstances due to Brexit (Brexit clause)**

If, as a result of Brexit, contractual circumstances essential to delivery should change to such an extent that the Brexit process results in a substantial increase in costs, and therefore in a significant financial burden for us, we may request that the contract be adapted accordingly. An amendment to these circumstances includes import and export restrictions, restrictions to payment transactions, invalidity of certificates and the introduction of customs duties etc.

In the event of a significant increase in costs, we are entitled under 9.3 to increased compensation without observing the time discrepancy of four months. Should amendments lead to circumstances where the complete provision of services rendered is impossible, we have the right to withdraw from the contract excluding any claims for compensation made by the customer. We undertake to immediately inform the customer as soon as amendments to essential contractual circumstances have been made known. In this case, a continuation of the agreement is to take precedence over a possible dissolution of the contract

## **8. Shipping/transfer of risk/acceptance**

8.1 Unless otherwise agreed in writing, delivery shall be ex works Incoterms 2010. In the case of an obligation to collect or send the goods, the goods shall travel at the risk and expense of the Customer.

8.2 If delivery has been agreed, the choice of transport route and means shall remain at our discretion unless otherwise agreed. We shall make every effort to consider the Customer's wishes with regard to shipping method and shipping route, however, although the Customer shall have no entitlement to this. Like transport and insurance costs, additional costs incurred as a result of this, including in the case of freight paid delivery shall, be borne by the Customer. If shipping is delayed beyond the agreed time at the request or through the fault of the Customer, we shall store the goods at the cost and risk of the Customer. 5.4 Para. 2 shall apply accordingly to this extent. In this case, notification of readiness for shipping shall be equivalent to shipping.

8.3 In the event of an agreed collection obligation, the risk of accidental loss or accidental deterioration shall pass to the Customer when the products to be delivered are handed over to the Customer. In the case of an agreed obligation to dispatch the goods, the risk of accidental loss or accidental deterioration shall pass to the Customer when the goods are handed over to the forwarding agent, carrier or company otherwise entrusted with shipping the products, but at the latest when the products leave our works, warehouse, branch or the manufacturer's works, unless performance of the obligation at the Customer's place of business has been agreed. The aforementioned shall also apply if an agreed partial delivery is carried out.

8.4 If a shipment is delayed because we assert our right of retention due to the Customer's default in payment in whole or in part or due to another reason for which the Customer is responsible, the risk shall pass to the Customer at the latest on the date on which the notice is sent to the Customer stating that the delivery is ready for shipment and/or the service can be performed.

## **9. Notice of defects/breach of obligation due to material defects/warranty**

9.1 The Customer shall notify us of recognisable material defects immediately, but at the latest 5 days after collection in the case of delivery ex works or from a storage location, otherwise 5 days from delivery. Notice of hidden material defects must be given to us immediately after they are detected, but at the latest within the limitation period for the warranty specified under 8.2. If the complaint is not submitted on time, any claim by the Customer for breach of obligation due to material defects shall be excluded. This shall not apply in the case of an intentional, grossly negligent or fraudulent act by us, in the event of physical injury, loss of life or damage to health, or the provision of a guarantee of the absence of defects or a procurement risk pursuant to s. 276 BGB or other compulsory statutory grounds for liability. The special statutory regulations for final delivery of goods to a consumer (supplier recourse, s. 478, 479 BGB) shall remain unaffected.

9.2 We shall provide a warranty for material defects, unless otherwise expressly agreed in writing or text form, for a period of 12 months, calculated from the date of transfer of risk (see 7.3), or in the case of refusal of acceptance or delivery by the Customer, from the date of the notice that the goods are ready to be handed over. This shall not apply to compensation claims resulting from a guarantee, from the assumption of a procurement risk within the meaning of s. 276 BGB, claims for physical injury, loss of life or damage to health, a fraudulent, intentional or grossly negligent act by us, or if the cases are covered by s. 478, 479 BGB (recourse in the supply chain), s. 438 Para.1 No. 2 BGB (construction of buildings and delivery of objects for buildings) and s. 634a Para. 1 No. 2 BGB (building defects), or if a longer limitation period is otherwise mandatory by law. This shall not affect s. 305b BGB (precedence of an individual agreement in verbal or text or written form). Reversal of the burden of proof is not associated with the above provision.

9.3 Our warranty (claims for breach of obligation due to defective performance in the case of material defects) and our liability arising from it shall be excluded if defects and associated damage is not demonstrably due to defective material, defective design, defective execution, or defective manufacturing materials, or, if provided, defective instructions on use. The warranty and the liability arising from it on the grounds of breach of obligation because of defective performance shall be excluded in particular with respect to the consequences of incorrect use, inappropriate storage conditions, and to the consequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond with standard factors provided for in our product description or a different agreed product specification or the product-specific data sheet provided by us or the manufacturer. The aforementioned shall not apply in the case of a fraudulent, grossly negligent or intentional act by us, or physical injury, loss of life or damage to health, the assumption of a guarantee, a procurement risk pursuant to s. 276 BGB or liability due to compulsory statutory grounds for liability.

9.4 We cannot provide any warranty pursuant to s. 478, 479 BGB (recourse in the supply chain, recourse against suppliers) if the Customer has treated or processed or otherwise changed the products we supply under the contract unless this corresponds to the intended use of the products agreed under the contract.

9.5 Acceptance of breaches of obligation in the form of material defects shall only be valid when given in writing.

## **10. Prices/payment terms/objection of uncertainty**

10.1 All prices are understood to be ex works or warehouse, in principle quoted net in EUROS, and excluding packaging for shipment by sea or air, freight, postage and, if transport insurance has been agreed, insurance costs, plus value added tax (if due by law) to be borne by the Customer at the current legally stipulated rate.

10.2 Where a bank transfer is agreed, the date payment is received by us or credited to our account or the account of the place of payment specified by us shall be deemed to be the payment date.

10.3 We shall have the right unilaterally to increase the remuneration accordingly where material production costs and/or material costs and/or product procurement costs, wage and ancillary wage costs, social security contributions, energy costs and costs due to environmental charges and/or currency fluctuations and/or changes in customs duties and/or freight rates and/or public charges are increased, if they have a direct or indirect impact on the manufacturing costs of the goods or procurement costs or costs of our contractually agreed services, and if more than 4 months elapse between conclusion of the contract and delivery. An increase as defined above shall be excluded if the increase in the costs for some or all of the aforementioned factors is offset by a reduction in the costs for other named factors with respect to our overall cost burden for the delivery.

If the aforementioned cost factors are reduced without the reduction in costs being offset by an increase in other aforementioned cost factors, the reduction in costs shall be passed on to the Customer through a price reduction.

10.4 If we bear the freight charges according to the contract, the Customer shall bear the additional costs arising from increases in freight rates after the contract has been concluded.

10.5 The Customer shall have a right of retention or right to offset only with respect to those counter-claims that are not disputed or are legally established.

10.6 The Customer may only exercise a right of retention if their counterclaim relates to the same contractual relationship.

10.7 Incoming payments shall first be used to repay costs, then interest and finally the principal claims in date order.

10.8 The Customer shall expressly give their consent to our safeguarding the order through a credit insurer, and express consent shall be given to a possible cession to this credit insurer or its collection department.

## **11. Retention of title, attachment**

11.1 We shall retain title to all goods we deliver (hereinafter referred to collectively as "goods subject to retention of title") until all our claims under the business relationship with the Customer, including claims arising in the future from contracts concluded at a later date, are settled.

11.2 The Customer shall insure the goods subject to retention of title adequately, in particular against fire and theft. Claims against the insurance arising from a case of damage

relating to goods subject to retention of title shall herewith be assigned to us in the value of the goods subject to retention of title.

11.3 The Customer is authorised to resell the delivered products in the normal course of business. The Customer is not permitted to make other disposals, especially pledging or assigning the goods as security. If the goods subject to retention of title are not paid for immediately by the third-party purchaser when resold, the Customer shall be obliged to resell under retention of title only. Authorisation to resell the goods subject to retention of title shall cease to apply automatically if the Customer suspends their payment or defaults in payment to us.

11.4 The Customer shall herewith assign to us all claims including securities and ancillary rights that accrue to the Customer against the end user or third parties from or in connection with the resale of goods subject to retention of title. The Customer may not reach an agreement with their purchasers that excludes or impairs our rights in any way or nullifies the assignment of the claim in advance.

11.5 The Customer shall notify us immediately if they have already assigned claims to third parties arising from the resale of products delivered or to be delivered by us, especially due to factoring with or without recourse, or made other agreements which may impair our current or future security interests in accordance with 10. In the case of factoring with recourse, we shall have the right to rescind the contract and demand the surrender of the products already delivered. This shall also apply to factoring without recourse if, according to the contract with the factor, the Customer cannot freely dispose of the purchase price of the claim.

11.6 If the value of the securities available to us according to the aforementioned provisions exceeds the secured claims as a whole by more than 10%, we shall be obliged, to release securities at our discretion upon Customer request.

11.7 In the event of attachment or other intervention by third parties, the Customer shall notify us immediately in writing to enable us to bring an action pursuant to s. 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to s. 771 ZPO, the Customer shall be liable for the loss incurred by us.

## 12. Exclusion/limitation of liability

12.1 Subject to the following exceptions, we shall *not* be liable, in particular for claims by the Customer for compensation or reimbursement of expenses, for whatever legal reason, in the case of breach of obligations arising from the contract.

12.2 The above exclusion of liability under 11.1 shall not apply if statutory liability is mandatory, and:

- in the case of our own intentional or grossly negligent breach of obligation or intentional or grossly negligent breach of obligation by legal representatives or vicarious agents;
- in the case of breach of material contractual obligations; *“material contractual obligations” are obligations that protect the legal rights of the customer which have to be granted to the customer under the contract in terms of subject matter and purpose. Material contractual obligations are also contractual obligations, the fulfilment of which makes the due performance of the contract possible in the first place, and on which the customer normally relies and may expect to rely;*
- in the event of physical injury, loss of life, damage to health, including if this is caused by legal representatives or vicarious agents;
- in the case of default if delivery and/or service by a fixed date has been agreed;
- where we have provided a guarantee for the quality of our goods or the existence of an outcome of performance, or a procurement risk within the meaning of s. 276 BGB;
- in the case of liability under the German Product Liability Act (Produkthaftungsgesetz) or other compulsory statutory grounds for liability.

12.3 If we or our vicarious agents are guilty of only minor negligence and none of the cases specified under 11.2 bullet points 4, 5 and 6 above exist, we shall be liable even in the case of breach of material contractual obligations only for foreseeable damage typical of this type of contract.

12.4 Our liability shall be limited in amount for each individual case of damage to a maximum liability coverage of the value of the order. This shall not apply if we are responsible for fraudulent intent, intentional or gross negligence, in the case of claims due to physical injury, loss of life or damage to health, and in the case of a claim arising from tort or an expressly assumed guarantee or the assumption of a procurement risk pursuant to s. 276 BGB or in cases of higher liability coverage prescribed by law. Any further liability shall be excluded.

12.5 Exclusion or limitation of liability according to 11.1 to 11.4 above and 11.6 shall apply to the same extent in respect of our bodies, our executive and non-executive employees, our other vicarious agents and our subcontractors.

12.6 Claims by the Customer for compensation arising from this contractual relationship may only be asserted within a preclusion period of one year from commencement of the statutory limitation period. This shall not apply if we are responsible for intent or gross negligence, in cases of claims due to physical injury, loss of life or damage to health, and in the case of a claim arising from tort or an expressly assumed guarantee or the assumption of a procurement risk according to s. 276 BGB, or where a longer limitation period is mandatory by law.

## 13. Place of fulfilment/place of jurisdiction/applicable law

13.1 The place of fulfilment for all contractual obligations shall be our company's registered office, unless the place of fulfilment was otherwise agreed in the individual contract.

13.2 The exclusive place of jurisdiction for all disputes, insofar as the Customer is a merchant within the meaning of the German Commercial Code, shall be the location of our company's registered office. We shall also have the right, however, to bring an action against the Customer at their place of general jurisdiction.

13.3 The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Customer and ourselves, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG). It is expressly clarified that this choice of law is also to be understood as such within the meaning of Art. 14 Para. 1 b) Regulation (EC) No. 864/2007 and shall therefore also apply to non-contractual claims within the meaning of this regulation.

## 14. Incoterms/written form/severability clause/contractual language

14.1 Insofar as trade terms are agreed according to the International Commercial Terms (INCOTERMS), INCOTERMS 2010 shall apply.

14.2 All agreements, collateral agreements, assurances and contract amendments shall require written form. This shall also apply to the waiving of the requirement for written form itself. This shall not affect the precedence of an individual agreement in written, text or verbal form (s. 305b BGB).

14.3 Should any provision of this contract be or become invalid/void or unenforceable in whole or in part for reasons relating to the law covering General Terms and Conditions under s. 305 to 310 BGB, the statutory provisions shall apply.

14.4 The contractual language is German or, subject to agreement, English.

## **B. General Conditions of Assembly**

Application of the General Terms & Conditions of Business. The following conditions apply to the assembly work to be carried out by the Supplier, alongside and in addition to the General Terms & Conditions of Sale and Delivery.

### **I. Costs of assembly**

Assembly work shall be charged for separately, unless otherwise agreed. The assembly costs shall comprise, in particular:

1. Assembly work shall be charged for separately, unless otherwise agreed. The assembly costs shall comprise, in particular, travel costs, daily payment for the working hours of the assembly personnel in accordance with the applicable payment rates of the Supplier, including additional charges for overtime (plus 25%), night work (plus 50%) and work on Sundays and public holidays (plus 100%). Normal working hours are Monday to Friday, 7.30 a.m. to 4.30 p.m. The agreed payment rates can be found in the order confirmation or quotation.
2. Preparation, travel, waiting and journey times shall be regarded and paid for as working time. If the installation or commissioning is delayed through no fault of the Supplier, the Customer shall meet all costs for the waiting time and further travel required. Agreed flat-rate prices for assembly do not include surcharges for overtime, night work or work on Sundays and public holidays that may become necessary. These may be charged in addition. The assembly work associated with the installation of the system is deemed to be complete when test commissioning takes place.
3. The assembly cost is understood to be plus value added tax at the statutory rate and is due for payment on receipt of invoice.
4. Retention and offsetting against the Supplier's claims is only permissible if the claims are uncontested and legally established. The Customer is only entitled to exercise a right of retention if the counter-claim is based on the same contractual relationship.

### **II. Obligations of the Customer to cooperate**

The following conditions shall apply to all assembly and repair work to be carried out by the Supplier:

1. Unless otherwise agreed, the Customer shall meet the costs of and make prompt arrangements for:
  - a. Provision of the necessary technical/auxiliary staff (metalworkers, electricians, specialist fitters and other technical staff, assistants) in the numbers required for assembly and for the time required; the technical/auxiliary staff shall follow the instructions of the assembly foreman. The Supplier cannot accept any liability for the work carried out by the technical/auxiliary staff provided.
  - b. All groundworks, construction, bedding and scaffolding work, the necessary breaking and demolition work and the carpentry work. The necessary construction materials and provision of cranes and scaffolding are included. All electrical connections and wiring shall be completed in accordance with the Supplier's instructions.
  - c. The equipment required for assembly and commissioning, such as lifting equipment, bottled gas, bottled oxygen and other essential items and materials.
  - d. Heating, lighting, water, electricity, compressed air, including the connections required up to the site.
  - e. Lockable rooms of sufficient size to store the machine parts, materials and tools. Also rest rooms with washing and toilet facilities for the fitters.
  - f. Insurance cover for materials and tools against theft and damage of all types.
2. Before assembly begins, access routes and the installation location must be cleared and all other preparatory work completed, and the foundation must have sufficient load-bearing capacity. The supplied parts must be on site; in particular, the technical support staff of the Customer shall ensure that the assembly work can begin as soon as the assembly personnel arrive and continue without delay until acceptance by the Customer can be completed.
3. If assembly or commissioning on site is delayed through no fault of the Supplier, all costs for the waiting time and repeated journeys shall be met by the Customer.
4. Additional and special work required by the Customer must be confirmed in writing by the Supplier and its costs shall be met by the Customer.
5. Technical/auxiliary staff provided by the Customer shall be paid by the latter, including any welfare payments due (health insurance, professional associations, etc.).
6. The Supplier's fitters are not authorised to give binding undertakings, in particular concerning warranty issues.

### **III. Acceptance**

1. The Customer is obliged to accept the assembly work as soon as they are notified of its completion and any contractually agreed testing of the assembled item supplied has taken place. If the assembly work proves not to comply with the contract and/or to be defective, the Supplier shall meet its warranty or liability obligations in accordance with sections V. and VI. This shall not apply if supplementary performance is only possible at disproportionate cost or is the result of a circumstance for which the Customer is responsible. If there is a minor defect, the Customer may not refuse acceptance if the Supplier expressly accepts its obligation to rectify the defect.
2. If acceptance is delayed through no fault of the Supplier, acceptance shall be deemed to have been given two weeks after notification of completion of the assembly work.
3. On acceptance, liability for recognisable defects comes to an end, unless the Customer has reserved the right to assert a claim for a specific defect.

### **IV. Claims for defects**

1. Following acceptance of the assembly work, the Contractor shall be liable for defects in assembly in accordance with the statutory provisions, with the exception of the following regulations.

The Customer shall notify the Contractor of any defect identified immediately and in writing and set an appropriate period in which to rectify the defect.

2. Only in urgent cases in which operational safety is at risk or to prevent disproportionate additional damage, in which case the Contractor shall be notified immediately, or if the Contractor, taking account of the statutory exceptions, has allowed an appropriate period set for it to rectify the defect to pass without having done so, does the Customer have the right within the statutory provisions to rectify the defect themselves or to arrange for this to be done by a third party and to demand reimbursement of the costs from the Supplier.
3. The Contractor shall meet the costs incurred directly by rectification of the defect, provided that it transpires that the complaint is legitimate, together with the costs for the replacement part, including shipping. It shall also bear the costs of disassembly and installation, and the costs of provision of any fitters and auxiliary staff required, plus travel costs.
4. Further claims are regulated exclusively by section V. of these Conditions.

### **V. Liability of the Contractor, exclusion of liability**

1. If the Supplier is responsible for parts of the item supplied being damaged, the Supplier shall repair them or replace them, at its discretion.
  2. The Contractor shall accept unlimited liability for other damage that does not occur to the item itself if it is the result of physical injury, loss of life or damage to health because of a negligent or intentional breach of obligation on the part of the Contractor or an intentional or negligent breach of obligation by one of its legal representatives or vicarious agents.
- The Contractor shall also accept unlimited liability for other damage that results from a grossly negligent breach of obligation on the part of the Contractor or an intentional or grossly negligent breach of obligation by one of its legal representatives or vicarious agents.

The Contractor shall also accept liability in cases where it is legally mandatory to do so, such as under the Product Liability Act.

In other cases of material damage and damage to assets caused by negligence, the Contractor shall accept liability, including for its legal representatives and vicarious agents, only in the event of a breach of a material contractual obligation; material contractual obligations are those on the fulfilment of which the contract is based and the Customer may expect to rely.

In the case of liability for material contractual obligations, the damage is limited in amount to foreseeable damage typical of this type of contract when the contract was concluded.

Otherwise liability is excluded, whatever the legal grounds; the provisions above also apply to claims based on culpability on conclusion of contract.

#### **VI. Limitation period**

The statutory limitation periods shall apply to compensation claims under section V., including if the Contractor carries out the work in a building and causes damage to the building as a result.

Other claims by the Customer, whatever the legal grounds, shall expire in 12 months.

#### **VII. Customer's compensation obligation**

If during the Supplier's assembly work the equipment or tools provided by it are damaged in the customer's operations through no fault of the Supplier or if they are lost through no fault of the Supplier, the Customer is obliged to compensate for this damage. Damage that results from normal wear cannot be considered.

#### **VIII. Miscellaneous**

1. The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Supplier and the Customer.
2. The place of performance is the Supplier's registered office. The place of jurisdiction is the court with jurisdiction over the Supplier's registered office. However, the Supplier is entitled to take legal action at the location of the Customer's main office.
3. All agreements between the Supplier and the Customer shall be made in writing. Written form shall also apply to all changes and/or ancillary agreements before or after conclusion of the contract.
4. If individual provisions are invalid, the rest of the contract shall remain valid; the invalid provision shall be replaced by a provision that comes as close as possible to the original commercial intention.