General terms and conditions of business

for deliveries and services

of

Kling GmbH
Carl- Benz- Strasse 14
75217 Birkenfeld

As of: April 2018

1. Scope

1.1. Our **General Terms and Conditions of Business** shall apply exclusively. Any terms and conditions of the Contracting Partner which conflict with or deviate from our General Terms and Conditions of Business shall not be recognised by us, unless we have expressly agreed to their applicability in writing; the same shall apply to terms of the Contracting Partner which deviate from the law to our detriment, even if reference is not expressly made to the applicability of the statutory regulations in our General Terms and Conditions of Business. The General Terms and Conditions of Business shall also apply if our contractual services or deliveries are provided without reservation in the knowledge of terms of the Contracting Partner which conflict with our General Terms and Conditions of Business or which deviate from the law to our detriment.

1.2. Our General Terms and Conditions of Business shall also apply to all future transactions with the Contracting Partner.

1.3. Our General Terms and Conditions of Business shall only apply in relation to entrepreneurs, legal persons under public law or public law special funds as defined in § 310 Paragraph 1 of the German Civil Code (BGB).

2. Offers and quotations, subsequent changes to the contents of the contract, reservation of self supply

2.1. Unless expressly designated as being fixed, our offers and cost quotations shall be subject to confirmation and non-binding.

2.2. In reservation of an express agreement to the contrary, we reserve all rights in respect of all offer and contractual documents without restriction. Offer documents shall be returned immediately on our request, should the order not be issued to us. The Contracting Partner cannot assert a right of retention in respect of the offer documents.

2.3. Documents of the Contracting Partner can be made accessible by us to such third parties to whom we have lawfully assigned deliveries and services.

2.4. Following conclusion of the contract, we reserve the following changes to the contractual products, provided that this is reasonable on the part of the Contracting Partner:

- Product changes in the course of the constant product developments and improvements;
- Minor and insignificant colour, form design, dimension, weight or quantity deviations;
- Deviations which are customary in the trade

The specified dimensions for inserts and cases are provisional. The final dimensions for inserts and cases shall finally be determined from the drawings to be released by the contractor and may deviate from the dimensions stated in the order confirmation.

2.5. The Contracting Partner shall be obliged to inform us at the time of issuing of the engagement if no deviation from its particulars and specifications is permitted.

2.6. The selection of suitable materials is subject to Kling‘s experience. The contracting party has no claim to a prior determined material. Even if one was agreed upon or discussed before, Kling is entitled to use another appropriate and comparable material.

2.7. We shall endeavour to comply with any change requests of the Contracting Partner which take place following the conclusion of the contract in respect of the deliveries and/or services which form the subject matter of the agreement, provided that this is reasonable within the framework of our operational capabilities.

Should the checking of the change options or the actual performance of the changes have effects on the contractual performance (remuneration, deadlines, etc), a written adjustment of the contractual provisions must be carried out immediately. For the duration of the interruption due to checking of the change request and the agreement concerning the adjustment of the contractual provisions, we shall be able to request reasonable additional remuneration in accordance with the hourly rates of our employees who were not able to be deployed elsewhere due to the disruption.

We shall also be able to additionally request additional remuneration for a necessary check as to whether and on what terms the requested change can be carried out, provided that we inform the Contracting Partner of the necessity of the check and that the Contracting Partner issues a corresponding checking order.

2.8. Should errors on our part for which we are not responsible arise at the time of conclusion of the contract due to transmission errors, misunderstandings etc, liability to pay damages for our part in accordance with § 122 of the German Civil Code (BGB) shall be excluded.

2.9. The conclusion of the contract shall take subject to the correct and timely self supply by our suppliers. This shall not apply in case that we are not responsible for the non-delivery, in particular in case of the conclusion of a congruent covering transaction with our supplier.

The Contracting Partner shall be immediately informed of the non-availability of the services. The consideration shall be immediately refunded. We will immediately submit the covering contract to the Contracting Partner and assign the rights arising out of such to the Contracting Partner to the necessary extent.

3. Prices, payment terms, reservation of supplementary performance

3.1. We reserve the right to reasonably amend our prices if, following conclusion of the contract, cost reductions or cost increases for which we are not responsible occur, in particular due to collective agreements or changes to the price of materials. On request, we will provide proof of such to the Contracting Partner.

3.2. Subject to a separate agreement, our prices are ex factory/warehouse, exclusive of posting, shipping, carriage, packaging, insurance and installation and assembly services. The value added tax will be charged to the respective amount prescribed by law.

3.3. Subject to separate agreements, payments of the Contracting Partner shall be due immediately without any deduction. The deduction of discounts shall require a special written agreement. Should the Contracting Partner not have paid, it shall enter default ten days after the due date, without the need for any further declarations on our part. Otherwise, the statutory provisions shall apply in respect of the consequences of payment default.

3.4. In case of deferment, we shall be entitled to assert interest in accordance with the statutory default interest for the period of deferment.

3.5. We shall be entitled to request reasonable advance payments plus the statutory value added tax amount due on these.

3.6. Bills of exchange and cheques shall only be accepted on account, bills of exchange only in case of a prior agreement. The discount and the costs connected to the collection of the bill of exchange and cheque amount shall be borne by the Contracting Partner and shall be due for payment immediately. Cheques or bills of exchange shall only be regarded as received when the funds have been credited to our account and we are released from any liability.

3.7. The Contracting Partner shall only be entitled to rights of set off if its counterclaims are recognised by a court, undisputed or acknowledged. The Contracting Partner shall only be entitled to assert a right of retention to the extent that its counterclaim refers to the same contractual relationship.

3.8. In case of the presence of defects, the Contracting Partner shall not be entitled to a right of retention, unless the delivery is obviously defective and the Contracting Partner is obviously entitled to refuse the acceptance of our services. In such a case, the Contracting Partner shall only be entitled to retain to the extent that the relationship of the reserved amount to the defects and the expected costs of supplementary performance (in particular correction of the defects) is reasonable. The Contracting Partner shall not be entitled to assert claims and rights due to defects if it has not made payments which are due and the relationship of amount which is due to the value of the defective deliveries and/or services is reasonable.

4. Delivery or service time, service hindrances for which we are not responsible, delivery or service delay, impossibility, packaging

4.1. In reservation of an agreement to the contrary, the delivery shall take place “ex-factory” unpacked. Also in case of any packaging by us, transportation and all other packing will not be taken back for return in accordance with the German Packaging Ordinance (Verpackungsordnung). Pallets and exchange packaging will however be taken back. The Contracting Partner shall be obliged to dispose of the packaging at its own expense.

4.2. The stated delivery and service dates shall only be of a fixed nature if they are expressly designated as such.

4.3. Compliance with delivery and service obligations, in particular delivery dates shall require the following:

- The timely and proper fulfilment of any co-operation obligations of the Contracting Partner, in particular the receipt of documents and information to be provided by the Contracting Partner;
- The clarification of all technical matters with the Contracting Partner;
- The receipt of agreed advanced payments and/or the opening of agreed documentary credits;
- The possession of any necessary official permits and licences.

The plea of non-fulfilment of the contract shall remain reserved.

4.4. In respect of compliance with the delivery deadline, the time at which the delivery takes place “ex-factory” or the readiness for dispatch has been notified to the Contracting Partner shall be decisive.

4.5. Delivery and service hindrances for which we are not responsible:

4.5.1. Delivery and service delays due to the following delivery and service hindrances shall not be our responsibility, unless a procurement risk or guarantee has been assumed in respect of compliance with the date or deadline. The same shall also apply if the said hindrances occur on the part of our suppliers or sub-suppliers:

Events of force majeure, as well as delivery and service hindrances

- which occur after conclusion of the contract or which do not become known to us until after conclusion of the contract without fault on our part
- In respect of which proof is provided by us that these could not be foreseen and avoided by us also with reasonable care and that to this extent, we have no obligation to bear the risk of the occurrence of such obstacles or to actively or passively avoid them.

Under the requirements listed above - occurrence or not becoming aware until after conclusion of the contract without fault on our part, proof that the events were not foreseeable or avoidable, the following shall be included:

Justified labour dispute measures (strike and blockades); operational disruptions; shortage of raw materials; lack of operating and auxiliary materials; shortage of personnel.

4.5.2. In case of delivery and service delays as defined in Number 4.5.1, damages claims of the Contracting Partner shall be excluded.

4.5.3. In case of a full and final delivery and service hindrance as defined in Number 4.5.1, each Contracting Party shall be entitled to immediately terminate the contract by rescission in accordance with the statutory provisions.

4.5.4. In case of a temporary delivery and service hindrance as defined in Number 4.5.1, we shall be entitled to postpone deliveries and services by the duration of the hindrance plus a reasonable start up period. Should we provide proof to the Contracting Partner that delivery and services have become unreasonably more difficult in accordance with § 275 Paragraphs 2 and 3 of the German Civil Code (BGB), we shall be entitled to rescind the contract. The Contracting Partner shall only be entitled to rescind the contract in case of the presence of the requirements stated in Number 4.7 below.

§ 323 Paragraph 4 of the German Civil Code (BGB) shall apply accordingly to our right of rescission. In respect of the right of rescission of the Contracting Partner, the provision in accordance with § 323 Paragraphs 4 to 6 of the German Civil Code (BGB) shall apply. In respect of the legal consequences of the rescission, § 326 of the German Civil Code (BGB) and the references contained therein shall apply accordingly; any deliveries or services of the Contracting Partner which have already taken place and are not owed can then be requested for return in accordance with §§ 346-348 of the German Civil Code (BGB).

4.6. Delivery and service hindrances for which we are responsible:

4.6.1. Damages claims due to delays to the deliveries or services in accordance with § 280 Paragraph 2 and § 286 of the German Civil Code (BGB):

Should no intentional or grossly negligent behaviour be present on our part or on the part of our legal representatives or vicarious agents, we shall owe fixed delay compensation for each completed week of default to the amount of 0.5% of the net invoice amount of the deliveries or services affected by the delay. However, the fixed delay compensation shall amount to a total maximum of 5% of the net invoice amount. In case of grossly negligent behaviour on our part or on the part of our legal

representatives or vicarious agents, the above-named liability to pay damages shall be limited to losses which are foreseeable and occur typically.

4.6.2. Damages in lieu of performance in accordance with § 281 of the German Civil Code (BGB):

Unless the delivery or service delay is due an intentional or grossly negligent breach of a contractual obligation on our part or that of our legal representatives or vicarious agents, our liability shall be limited to losses which are foreseeable and which occur typically.

4.6.3. The above-mentioned limitations of liability shall not apply if:

- The Contracting Partner has connected the continuation of its interest in performance to the timeliness of the service in the contract (fixed transaction)
- Should we have expressly assumed a procurement risk or guarantee in exceptional cases in respect to the compliance with deadlines and dates
- In case of liability due to injury to life, body or health.

4.7. Should we be able to provide proof that we are not responsible for the delay, the Contracting Partner shall only be entitled to a right of rescission:

- If the Contracting Partner has connected the continuation of its interest in performance to the timeliness of the service in the contract (fixed transaction) or
- The Contracting Partner provides proof that its interest in performance no longer exists due to the delivery or service delay or that the maintenance of the contractual relationship is unreasonable.

Otherwise, § 323 Paragraphs 4 – 6 of the German Civil Code (BGB) shall apply. The statutory regulations (§§ 346 ff. of the German Civil Code - BGB) shall be decisive in respect of the legal consequences of the rescission.

4.8. In case of impossibility of our deliveries or services, we shall incur liability in accordance with the statutory provisions, with the following limitation to the amount of our liability:

Unless intent or gross negligence are present on our part or on the part of our legal representatives or vicarious agents, our liability for damages and our liability to reimburse futile expenses shall be limited to a total of 20% of the net invoice amount of our deliveries and services. In case of grossly negligent behaviour, the liability shall be limited to losses which are foreseeable and which occur typically. The said limitation of liability shall not apply should we have assumed a procurement risk in exceptional cases or should we incur liability due to injury to life, body or health.

The statutory right of the Contracting Partner to rescind the contract in case of impossibility of our deliveries or services shall remain unaffected.

4.9. We shall be entitled to provide partial deliveries or services to the extent that is reasonable for the Contracting Partner.

4.10. Should the Contracting Partner enter acceptance default or should it culpably breach other co-operation obligations, we shall be entitled to bring a claim for the losses incurred by us, including any additional expenses. Further claims shall remain reserved.

5. Transfer of risk, insurance

5.1. The risk of possible destruction or possible deterioration shall be transferred to the Contracting Partner once the delivery has been handed over to the person or institution who is authorised to collect or carry out the service, however at the latest at the time of leaving our factory. This shall also apply in respect of any deliveries which are carried out by our own vehicles or which are carriage and packaging included on the basis of a special agreement and also in cases in which we have carried out installation, assembly or other services at the premises of the Contracting Partner.

5.2. In case of acceptance, receipt, request or collection default on the part of the Contracting Partner or in case of delays to our deliveries or services for reasons for which the Contracting Partner is responsible, the risk of possible destruction or possible deterioration shall be transferred to the Contracting Partner at the time when it enters default or at the time when the deliveries or services could have taken place if the Contracting Partner had acted in accordance with its obligations.

5.3. On the request of the Contracting Partner, the delivery will be insured against theft, breakage, fire, water and transportation damage, as well as other insurable losses from the time of transfer of risk.

6. Reservation of ownership

6.1. We shall retain ownership in respect of the objects of delivery (”delivery in reservation”) until receipt of all payments under the business relationship with the Contracting Partner. The reservation of ownership shall also extend to the recognised balance, insofar as we include any outstanding accounts into our invoice (reservation of current account). If retention delivery is paid by way of a bill of exchange from which follows a liability on our part the retention of ownership shall only become extinct if and when our liability under a bill of exchange becomes extinct as well; if payment by way of cheque/ bill procedure has been agreed upon with the Contracting Partner, the retention of title shall also encompass the payment of the draft we have accepted by the Contracting Partner and shall not be forfeited once the cheque received has been credited to our account.

6.2. The Contracting Partner shall be entitled to sell on the delivery in reservation in the course of proper business dealings; however, it hereby now assigns to us all claim to the final invoice amount (including value added tax) of our claims which are accrued to it against its consumer or third party in connection with the resale. Should the Contracting place the claims from a resale of the delivery in reservation in an existing current account relationship with its consumer, the current account claim shall be assigned to the amount of the recognised balance; the same shall apply to the “causal” balance in case of the insolvency of the Contracting Partner. The Contracting Partner shall be authorised to collect the assigned claims also after their assignment. Subject to the regulations under insolvency laws, our authority to collect the claims by ourselves shall not be affected thereby; however, we shall be obliged not to collect the claims provided that the Contracting Partner does not breach its contractual obligations, in particular provided that it properly meets its payment obligations, does not enter payment default, no application for the opening of insolvency proceedings is present and payments have not been suspended.

The provision of security or pledging is not covered by the authority of sale of the Contracting Partner.

6.3. Should our obligation not to collect the claims by ourselves in accordance with Number 6,2 above lapse, then subject to the regulations under insolvency laws, we shall be entitled to revoke the authority or resale and to demand the assignment of the surrender claims of the Contracting Partner against third parties and, within a reasonable deadline, to retake possession of the delivery in reservation. The Contracting Partner shall be obliged to surrender the goods the Contracting Partner may not assert a right of retention in relation to the said surrender claim. The taking return by us of the goods subject to reservation shall represent a rescission of the contract.

Subject to the regulations under insolvency laws, the delivery in reservation which is returned to us for the reasons stated above may be reasonably used by us following a prior warning and the setting of a deadline; the proceeds from the use shall be set off against the liabilities of the Contracting Partner, minus reasonable usage costs.

Subject to the requirements which enable us to revoke the resale authority of the Contracting Partner, we shall also be able to revoke the collection authority and demand that the Contracting Partner informs us of the assigned claims and their debtors, provides us with all information which is necessary for the collection, hands over the associated documents and notifies the debtors (third parties) of the assignment.

6.4. In case of damage or loss to the delivery in reservation, as well as in case of a change of ownership or address, the Contracting Partner must immediately inform us of such in writing. The same shall apply in case of pledgings or other third party attacks, so that we can bring a lawsuit in accordance with § 771 of the German Code of Civil Procedure (ZPO). Should the third party not be in a position to reimburse us in respect of the court costs and out of court costs of a lawsuit in accordance with § 771 of the German Code of Civil Procedure (ZPO), the Contracting Partner shall incur liability for the shortfall incurred by us. Should the release of the delivery in reservation be successful without litigation, the Contracting Partner can also be charged the costs incurred in such a case, as well as the costs of the reclaim of the pledged delivery in reservation.

6.5. The processing or reshaping of the delivery in reservation by the Contracting Partner shall always be carried out for us. Should the delivery in reservation be processed with items which do not belong to us, we shall acquire co-ownership in the new item to the relationship between the value of the delivery in reservation (final invoice amount including value added tax) and the values of the other processed items at the time of processing or reshaping.

Otherwise the same shall apply to the item created by the processing or reshaping as applies to the delivery in reservation. The Contracting Partner shall receive an expectant right in respect of the item created by the processing or reshaping which corresponds to its expectant right in respect of the delivery in reservation.

6.6. Should the delivery in reservation be inseparably mixed or connected with other items which do not belong to us, we shall acquire co-ownership in the new item to the relationship between the value of the delivery in reservation (final invoice amount including value added tax) and the values of the other mixed or connected items at the time of processing or connection. Should the mixing or processing take place in such a way that the item of the Contracting Partner is to be considered as the principal item, it is hereby agreed that the Contracting Partner will transfer pro-rata co-ownership to us. The Contracting Partner shall store the sole ownership or co-ownership for us

6.7. At the time of resale of our delivery in reservation following processing or reshaping, the Contracting Partner shall hereby now assign its remuneration claims to the amount of the final invoice amount (including value added tax) of our claims to us as security.
Should we have only acquired co-ownership in accordance with Number 6.5 or 6.6 above due to the processing, reshaping or mixing and/or connection of the delivery in reservation with other items which do not belong to us, the remuneration claim of the Contracting Partner shall only be assigned to us in advance to the relationship between the final amount including value added tax charged by us for the delivery in reservation and the final invoice amounts of the other items which do not belong to us.
Otherwise, Numbers 6.2 to 6.4 above shall apply accordingly to the claims assigned to us in advance.
6.8. Should the reservation of ownership or the assignment be ineffective according to foreign laws in whose jurisdiction the delivery in reservation is located, the corresponding security agreed for the reservation of ownership and assignment in this country shall be deemed agreed.
Should the co-operation of the Contracting Partner be necessary in order to acquire such rights, then following our request, it shall be obliged to take all measures which are necessary to acquire and maintain such rights.
6.9. The Contracting Partner shall be obliged to treat the delivery in reservation carefully and to maintain it at its own expense; in particular, the Contracting Partner shall be obliged to sufficiently insure the delivery in reservation in our favour to the replacement value against theft, robbery, break-in, fire damage and water damage. The Contracting Partner hereby now assigns to us all related insurance claims in respect of the delivery in reservation. We hereby accept the assignment.
In addition, we shall retain the right to assert our fulfilment and damages claims
6.10. The Contracting Partner shall also assign, to us as security for our claims against it, the claims which it acquires against a third party connected to the connection of the delivery in reservation with land.
6.11. Following a request by the Contracting Partner, we shall be obliged to release the securities to which we are entitled, to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; we shall be obliged to choose the securities to be released.

7. Acceptance
7.1. Should work contracts laws apply to our deliveries and services, the Contracting Partner shall be obliged to provide written pre-acceptance at our factory and/or written acceptance at its factory, depending on our choice, once the completion of the object of delivery and/or any agreed assembly which is ready for operation has been notified to it or in case that any contractually agreed testing of such has taken place.
The acceptance cannot be refused due to minor defects.
The acceptance shall be deemed to have taken place if the Contracting Partner does not accept our deliveries and services within a reasonable deadline determined by us, even though it is so obliged.
7.2. Following acceptance, our liability for obvious defects shall lapse, unless the Contracting Partner has reserved their assertion at the time of acceptance.
7.3. Should testing be agreed, the Contracting Partner shall be obliged to test the functions of the object of delivery for the intended time period. The said tests must include a safety check, as well as a check of function, so that the regulations which apply to the respective branch, such as VDE, the Machine Protection Act (Maschinenschutzgesetz) etc are fulfilled.
7.4. We may also request the carrying out of partial acceptances, provided that no objective reasons prevent this and that this can be reasonably expected of the Contracting Partner.

8. Service description, liability for defects

8.1. The qualities listed in our service descriptions set out the properties of our deliveries comprehensively and conclusively. In case of doubt, the descriptions of our deliveries and services form the subject matter of quality agreements and not guarantees or undertakings. In case of doubt, declarations on our part in connection with this contract do not contain any guarantees or assurances in the sense of an increase in liability or the assumption of a special warranty obligation. In case of doubt, only express written declarations on our part in respect of the provision of guarantees and assurances are decisive.

8.2. No guarantee for losses for the following reasons is hereby assumed: unsuitable or improper use or servicing, defective assembly by the Contracting Partner or third parties, natural wear and tear, defective or negligent handling, unsuitable operating materials, defective construction work, unsuitable foundation soil, substitute materials, chemical, electrochemical or electrical influences (unless we are responsible for these), changes or repair work carried out by the Contracting Party or a third party incorrectly and without our prior approval.

8.3. Defect claims of the Contracting Partner shall not exist in case of minor deviations from the agreed quality or in case of only minor impairment of usability of our deliveries and services.

8.4. The defect rights of the Contracting Partner shall require that it has properly complied with its inspection and complain obligations in accordance with § 377 of the German Commercial Code (HGB).

8.5. Should a defect be present, we shall be entitled to provide supplementary performance in the form of correction of the defects or the delivery of a new defect-free item, depending on our choice. Should one or both types of the supplementary performance above be impossible or disproportionate, we shall be entitled to refusal.

We shall also be able to refuse supplementary performance if the Contracting Partner does not fully fulfil its payment obligations in relation to us which corresponds to the defective part of the provided service.

We shall be obliged to bear all costs necessary for the purpose of supplementary performance, in particular transportation, road, work and material costs, provided that these are not increased due to the delivery having been transported to a place other than the place of performance, unless this corresponds to proper use.

We shall be entitled to also have the defect correction carried out by a third party. Replaced parts shall become our property.

8.6. In case of impossibility or failure of the supplementary performance, culpable or unreasonable delay or serious and final refusal of supplementary performance by us or in case that supplementary performance is unreasonable for the Contracting Partner, it shall be entitled to either reduce the purchase price accordingly (reduction) or to rescind the contract (rescission), depending on its choice.

8.7 Unless otherwise stated in Number 8.8 and 8.9 below, further claims of the Contracting Partner connected to defects to our deliveries and services, regardless of legal reason (in particular damages claims due to defects and breaches of obligations, claims in tort due to property damage and claims to the reimbursement of expenses) shall be excluded; this shall apply in particular to claims due to damage outside of the objects of delivery, for example to other property of the Contracting Partner, as well as to claims connected to loss of profit.

8.8 The exclusion of liability regulated in Number 8.7 above shall not apply:

8.8.1. To losses connected to injury to life, body or health which concern a culpable breach of obligation by us, our legal representative or our vicarious agents;

8.8.2. To mandatory liability in accordance with the German Product Liability Act (Produkthaftungsgesetz);

8.8.3 In case of culpable breach of an essential contractual obligation or a “cardinal obligation” by us, our legal representative or our vicarious agents; unless an intentional or grossly negligent breach of contract is present, the liability to pay damages shall be limited to losses which are foreseeable and typical;

8.8.4. In case of the fraudulent concealment of a defect, in case of the assumption of a guarantee or in case of the assurance of a quality, should a defect covered by this trigger our liability;

8.8.5. In case of other claims of the Contracting Partner for damages in lieu of performance for which we, our legal representatives or our vicarious agents are responsible; unless an intentional or grossly negligent breach of contract is present, our liability to pay damages shall be limited to losses which are foreseeable and typically occur and, in terms of amount, our liability shall be limited to three times the net delivery value of the transaction concerned.

8.8.6. In case of other losses due to an intentional or grossly negligent breach of obligation by us, our legal representative or our vicarious agents; unless an intentional breach of contract is present, the liability to pay damages shall be limited to losses which are foreseeable and typically occur.

8.9. In case of the reimbursement of expenses, Number 8.8 shall apply accordingly.

8.10. The statutory regulations concerning the burden of proof shall not be affected by the provisions in Number 8 above, in particular Numbers 8.7 to 8.9.

8.11. Recourse claims of the Contracting Partner against us in accordance with § 478 of the German Civil Code - BGB (recourse of the entrepreneur) shall only exist to the extent that the Contracting Partner has not concluded any agreements with its consumer which go beyond the statutory defect claims. Otherwise, claims connected to manufacturer redress shall remain unaffected.

8.12. Costs for installation and removal of the defective item only have to be replaced by us if we have acted culpably. In such a case, the costs are limited to the costs of installation and removal at the place where the delivery was made and limited to the extent of installation and removal that was foreseeable for us.

9. Liability for ancillary obligations

If, due to culpability on our part or on the part of our legal representative or our vicarious agents, the delivered object cannot be used by the Contracting Partner in accordance with the contract due to failure to apply proposals and advice present before conclusion of the contract or if the application of such proposals and advice is defective, as well as in case of failure to apply other ancillary contractual obligations or if the application of such ancillary contractual obligations (in particular instructions concerning operation and maintenance of the object of delivery) is defective, the regulations in Numbers 8.7 to 8.10 above shall apply accordingly, to the exclusion of further claims of the Contracting Partner.

10. Overall liability, rescission of the Contracting Partner

10.1. The regulations below shall apply to claims of the Contracting Partner outside of liability for material defects. The statutory or contractual rights and claims to which we are entitled shall be neither excluded nor restricted.

10.2. In respect of the liability to pay damages, the provisions in Numbers 8.7 and 8.8 shall apply accordingly, in reservation of the separately provided liability in case of delay (Number 4.6) and impossibility (Number 4.8). Any further liability to pay damages shall be excluded, regardless of the legal nature of the claim which is being asserted. In particular, this shall apply to damages claims with performance and damages in lieu of performance due to breaches of obligations, as well as to claims in tort connected to property damage in accordance with § 823 of the German Civil Code (BGB).

10.3. The limitation in accordance with Number 10.2 shall also apply if the Contracting Partner demands expenses

10.4. Any culpability on the part of our legal representatives and vicarious agents shall be attributed to us.

10.5. The statutory regulations concerning the burden of proof shall remain unaffected.

10.6. Should our liability be excluded or restricted, this shall also apply in relation to the personal liability to pay damages of our employees, workers, colleagues, representatives and vicarious agents.

10.7. The Contracting Partner may only rescind the contract within the framework of the statutory provisions if we are responsible for the breach of obligation. In the cases stated in Number 8.6 (failure of supplementary performance etc) and in case of impossibility, this shall however remain in accordance with the statutory requirements; in respect of the right of rescission of the Contracting Partner in case of delay to our deliveries or services, the regulations in Numbers 4.5.3, 4.5.4 and 4.7 above shall be decisive. In case of breaches of obligations, on our request, the Contracting Partner must provide us with a declaration within a reasonable deadline as to whether it intends to rescind the contract due to the breach of obligation or whether it intends to continue with the delivery.

11. Rights to know-how, inventions, designs

11.1 We have sole entitlement to any confidential, high-quality and advanced expertise (know-how) held by us or acquired in the course of implementation of contracts concluded with us, as well as inventions and any associated industrial property rights – conditional upon special agreements or use/application of the supplied objects to which the contractual partner is entitled according to the purpose of the contract.

11.2 The contractual partner agrees to us publishing the name and logo of the customer on our website for access by third parties, along with any renderings, designs and photographs of the manufactured products. This consent is only revocable for good cause.

12. Work tools

12.1. The work tools developed by us for the manufacture of the objects of delivery shall, in reservation of a special agreement, remain our property, also if the Contracting Partner contributes to the costs of such work tools (or pays the full costs for such work tools by itself).

12.2. Should a work tool need to be repaired or replaced in full or in part due to natural wear and tear connected to the manufacture of the objects of delivery, we shall be able to request reimbursement of the necessary costs in this respect in accordance with the original cost participation of the Contracting Partner concerning the work tool.

12.3. Should a change to or replacement of the work tool become necessary due to changed requirements of the Contracting Partner in respect of the manufactured objects of delivery, the Contracting Partner shall bear the costs incurred as a result.

13. Breach of third party rights

We do not provide any guarantee that no third party property rights are being infringed by means of the use, installation and resale of the objects of delivery; however, we do provide an undertaking that we are not aware of the existence of such third party property rights in respect of the objects of delivery.

14. Limitation period

14.1. The limitation period for claims and rights due to defects to the deliveries and services shall be one year, regardless of legal reason; in case of multiple shift operation, the previously mentioned limitation period shall be reduced to six months. However this shall not apply in the cases stated in §§ 438 Paragraph 1 Number 1, 438 Paragraph 1 Number 2, 479 Paragraph 1 and 634 a) Paragraph 1 Number 2 of the German Civil Code (BGB).

14.2. The limitation periods in accordance with Number 14.1 shall also apply to all damages claims against us which are connected to defects, regardless of the legal basis of the claim. Should damages claims of any kind exist against us which are not connected to a defect, the limitation period of Number 14.1 shall apply. Sentence 1

14.3. The limitation periods in accordance with Number 14.1 and Number 14.2 shall not apply:

- In case of intent;
- If we have fraudulently concealed the defect or have assumed a guarantee in respect of the deliveries or services; in case of fraud, the statutory limitation periods which would apply without the presence of fraud to the exclusion of the extension of the limitation period in case of fraud in accordance with §§ 438 Paragraph 3 and 634 a) Paragraph 3 of the German Civil Code (BGB) shall apply instead of the limitation periods named in Number 14.1.
- To damages claims in case of injury to life, body or health;
- In case of claims in accordance with the German Product Liability Act (Produkthaftungsgesetz);
- In case of a grossly negligent breach of obligation;
- Or in case of the breach of essential contractual obligations.

To this extent, the statutory limitation periods shall apply.

14.4. Unless otherwise provided, the statutory provisions concerning the start of the limitation period, the expiry suspension, the stoppage and the recommencement of deadlines shall remain unaffected.

14.5. The claims to reduction and the exercising of a right of rescission shall be excluded should the claim to supplementary performance have expired. However in such a case, the Contracting Partner may refuse to pay the remuneration, as far as it would be entitled to do so on the basis of its right to reduce the purchase price or its right to rescind the contract.

15. Assignment of claims by the Contracting Partner

Claims against us in relation to the deliveries or services to be provided by us may only be assigned with our prior written agreement

16. Contractual penalty

All rights (in particular ownership rights and copyright, rights of use under copyright laws and commercial property rights) in respect of the contractual documents (in particular drafts, drawings, prospectuses, catalogues, images, calculations etc) and samples, models and prototypes which are provided to the Contracting Partner within the framework of our business relationship, shall, in reservation of an expressly deviating agreement, be due exclusively to us. The Contracting Partner may only use and utilise the above-mentioned documents, samples, models and prototypes within the framework of the contracts agreed with us and only with our permission. These must be kept confidential, unless they were already known to the Contracting Partner or generally accessible at the time of receipt or subsequently became common knowledge without the Contracting Partner being responsible for such; in particular, these may only be made accessible to third parties with our prior written consent. With the assistance of the above-mentioned documents, samples, models and prototypes, our objects of delivery may neither be imitated nor reproduced. In addition, such imitated or reproduced products may not be sold or used in any other way.

In each case of breach of the obligations named above, the Contracting Partner shall be obliged to pay a contractual penalty to us to the amount of € 5,000.00, unless it provides proof of non-responsibility on its part. We shall reserve the right to assert damages claims which go beyond the above.

17. Place of performance, place of jurisdiction, applicable law, purchase within the European Community, severability clause

17.1. In reservation of a special agreement, the exclusive place of jurisdiction shall be our place of business.

17.2. Should the Contracting Partner be a businessman as defined in the German Commercial Code (Handelsgesetzbuch), a legal person under public law or a public law special fund, the place of jurisdiction for all obligations under and in connection with the contractual relationship - also for matters connected to bills of exchange and cheques - shall be our place of business or, according to our choice, the place of business of the Contracting Partner. The place of jurisdiction agreement above shall also apply in relation to contracting partners headquartered abroad.

17.3. Also without taking into account regulations under the conflict of laws, the law of the Federal Republic of Germany shall exclusively apply to all rights and obligations under and in connection with the contractual relationship, to the exclusion of the United Nations Convention on the International Sale of Goods dated 11.04.1980.

17.4. Should one of the provisions in these GENERAL TERMS AND CONDITIONS OF BUSINESS or a provision within the framework of other agreements between us and the Contracting Partner be or become ineffective, this shall not affect the validity of all other clauses or agreements.

17.5. Contracting partners from EC Member states shall, in cases of purchases made within the Community, be obliged to reimburse us in respect of losses which may be incurred

- due to tax offences of the Contracting Partner itself
- or due to lack of information or incorrect information of the Contracting Partner concerning its circumstances which determine its tax liability.