

General terms and conditions for deliveries and services of Goldfuß engineering GmbH

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A. General terms and conditions

§ 1 Area of applicability

1. These general terms and conditions for deliveries and services shall apply to all of our fields of activity. Therefore, these general terms and conditions for deliveries and services shall apply both to the delivery of goods, to work services, such as installation, repair and maintenance services, as well as to training courses and other services.
2. These general terms and conditions for deliveries and services shall apply to the relationship with the customer in an exclusive manner. These shall also apply to all future transactions and contact initiations with the customer, for example to the initiation of contractual negotiations or the conclusion of a contract, even if these are not expressly agreed once again or expressly referred to again. The applicability of general terms and conditions for orders or purchases of the customer is hereby being expressly objected to.
3. The acceptance of our deliveries and services by the customer shall be deemed to represent acknowledgement of the applicability of the general terms and conditions for deliveries and services.

§ 2 Conclusion of the contract

1. Unless otherwise agreed, our offers are subject to confirmation and non-binding.
2. We shall not be bound by an order until this has been confirmed by us in writing in the form of an order confirmation or until we commence the performance of the order.

§ 3 Scope of the delivery and service, performance deadlines

1. Our written offer and/or order confirmation shall be decisive in relation to the scope of our delivery or service. Ancillary agreements and amendments require our written confirmation. Should our offer or order confirmation have been based on details specified by the customer (data, numbers, images, drawings, system requirements etc), our offer shall only then be binding if the said information was correct. Should it become apparent after conclusion of the contract that the order cannot be carried out in accordance with the details provided by the customer, we shall be entitled to rescind the contract, should the customer not be prepared to accept the replacement solution proposed by us and pay any additional costs which are actually incurred.

2. We shall be entitled to provide partial services in relation to all deliveries and services to a reasonable extent. We are entitled to engage subcontractors in order to fulfil our contractual obligations.
3. Should we become aware of the risk of incapacity of the customer to provide payment, we shall be entitled to only deliver goods and services in return for an advance payment or the provision of security. Our right to rescind parts of contracts which have been concluded in the individual cases shall remain unaffected, should the customer fail to provide an advance payment or security within a reasonable deadline.
4. Delivery and service dates and deadlines represent the best possible statements, however these are generally of a non-binding nature. The start of the delivery deadline and compliance with delivery dates which have been agreed in a binding manner are subject to the customer complying with the co-operation actions incumbent on it in a proper manner and on time, providing all necessary documents and making any advance payments which have been agreed.
5. In case of force majeure or other extraordinary circumstances for which we are not responsible, we will not enter default. In such a case, we shall also be entitled to rescind the contract, should we already have entered default. In particular, we shall not enter default in case of delivery delays, should these have been caused by incorrect or late supplies on the part of our suppliers for which we are not responsible. In case of temporary hindrances, the delivery or performance deadlines shall be extended or these shall be postponed by the duration of the hindrance, plus a reasonable start up time.
6. Should we be contractually obliged to provide advance performance, we can refuse to provide the service which forms the subject of our obligation, should it become apparent after conclusion of the contract that our claim to consideration is endangered due to lack of payment capacity on the part of the customer. In particular, this shall be the case if the consideration to which we are entitled is endangered due to an unsatisfactory asset position on the part of the customer or other performance hindrances are threatened, for example due to export or import prohibitions, events of war, insolvency of suppliers or illness-related absences of necessary employees.

§ 4 Prices, costs

1. Our prices are net prices. Unless otherwise agreed in writing, deliveries are always “ex-works” (EXW Incoterms 2020). In case of services, the prices are based on service

fulfilment at the agreed performance location. In case of invoicing, value added tax will be charged to the respective statutory amount.

2. In case of agreement of a performance deadline of more than four months between the time of confirmation of the order and the carrying out of a service, we are entitled to pass any cost increases incurred by us in the meantime as a result of price rises on to the customer to the respective extent. The same applies should a performance deadline of under four months have been agreed, but the service cannot be carried out by us until more than four months after confirmation of the order for reasons for which the customer is responsible.
3. In case of work services or general services to be provided by us, remuneration will generally take place on the basis of a fee in accordance with the time actually taken, also in case of a cost estimation which has been provided in advance, unless fixed remuneration has been agreed. The specifics of the time recording and the current hourly rate can be found in our offer and order confirmation.
4. Unless otherwise agreed, expenses and travel costs will be charged for separately. The current travel costs and expenses rates can be found in our offer and order confirmation.

§ 5 Payment terms

1. Unless otherwise contractually agreed, our claim shall become due 30 days following receipt of the delivery or after the full provision of our service, without any deduction.
2. Without an express agreement, the customer is not entitled to carry out any deductions.
3. Should the customer enter payment default, it must reimburse all losses which are incurred by us as a result of the delay. In particular, the customer must pay interest to the sum of 9 percentage points above the base rate of interest. Should the customer enter default concerning the payment of a sum or partial sum due for more than 14 days, should the customer breach the obligations under a reservation of ownership or should the consideration to which we are entitled be endangered due to the poor asset position of the customer, all remaining open claims shall become due for payment immediately.
4. Payment by means of bills of exchange or cheques is only permitted with an express agreement and even then shall only apply on account of payment. Should additional costs be incurred as a result, these must be paid by the customer.
5. It is only possible to set off against our remuneration claims with claims which are undisputed or which have been recognised by a court. The same applies to any exercising

of a right of retention. Otherwise, the customer is only entitled to exercise a right of retention if this refers to the same contractual relationship.

6. The assignment of claims against us by the customer requires our prior agreement, which we can only refuse for important reasons.

§ 6 Reservation of ownership

1. We shall reserve the ownership in relation to delivered goods until the full payment of all of our current and future claims under the contract which has been concluded and under a current business relationship (secured claims).
2. The goods which are subject to reservation of ownership may not be pledged to third parties or provided as security prior to full payment of the secured claims. The customer must immediately inform us in text or written form, should third parties access the goods which belong to us.
3. In case of behaviour on the part of the customer which is in breach of contract, in particular in case of non-payment of the purchase price which is due, we are entitled to rescind the contract and/or demand the return of the goods which are subject to reservation of ownership, in accordance with the statutory regulations. The return request does not represent a concurrent declaration of rescission; rather, we are entitled to merely demand the return of the goods and to reserve the rescission. Should the customer fail to pay the purchase price which is due, we may only assert the said rights if we have set the customer a reasonable deadline to pay beforehand which has fruitlessly expired or if the setting of such a deadline is not required by law.
4. The customer is entitled to sell on and/or process the goods which are subject to reservation of ownership in the course of ordinary business dealings. In such a case, the following provisions shall apply:
 - 4.1. The reservation of ownership extends to the products which are created by means of the processing, mixing or connection of our goods to their full value, whereby we shall be deemed to be the manufacturer. Should processing, mixing or connection take place with third party goods and should their right of ownership remain, we shall acquire co-ownership to the relationship of the invoice values of the processed, mixed or connected goods. Otherwise, the same shall apply to the product which is created as applies to the goods which are delivered under reservation of ownership.
 - 4.2. The claims against third parties which arise from the selling on of the goods or product are

hereby now being assigned to us by the customer in full and/or to the sum of any co-ownership share belonging to us in accordance with the paragraph above as security. We hereby accept the assignment. The obligations of the customer referred to in Letter A § 6 Number 2 shall also apply in relation to the assigned claims.

- 4.3. The customer shall remain authorised to collect the claim, together with ourselves. We shall be obliged not to collect the claim, provided that the customer complies with its payment obligations in relation to us, does not enter payment default, no application for the opening of insolvency proceedings has been filed and no other hindrance of the customer's capacity for performance is present. However, should this be the case, we can request that the customer notifies us of the assigned claims and their debtors, provides all necessary information for the collection, hands over the associated documents and notifies the debtors (third parties) of the assignment.
- 4.4. Should the realisable value of the securities exceed our claims by more than 10%, then on the request of the customer, we will release securities according to our choice.
5. The customer must treat the goods which are subject to reservation of ownership carefully. Following a request by us, the customer must insure the goods which are subject to reservation of ownership against theft and fire and water damage at its own expense to the sufficient replacement value. Should maintenance and inspection work become necessary, the customer must carry this out in a timely manner at its own expense.
6. Should the effectiveness of this reservation of ownership depend on its registration, for example in public registers of the country of the customer, we shall be entitled and also authorised by the customer to carry out the said registration at the expense of the customer. The customer shall be obliged to carry out all co-operation actions which are necessary for the said registration at its own expense.

§ 7 Co-operation and information obligations of the customer

1. The customer must support us and our employees to a reasonable and customary extent. Should we be required to provide work services or other services at the premises of the customer via our employees, the support can include the provision of work rooms and workstations equipped with PC's and telephones, the cost of which must be borne by the customer.
2. Materials, information and data which we require in order to provide our services must be provided to us by the customer. Data and data carriers must be technically flawless. Should

special statutory or operational safety regulations apply at the premises of the customer, the customer must inform us of these prior to us providing our services.

3. Instructions of the customer to our employees concerning the concrete form of the service provision shall be excluded, unless instructions are necessary in accordance with safety requirements and workplace regulations at the premises of the customer. Instructions concerning individual matters in relation to the work services or other services to be provided by us shall not be issued to our employees who are involved in carrying out the work, rather to our designated contact person for the project. We will always take our own decisions concerning the necessary measures within the framework of our performance obligations.
4. Immediately at the time of conclusion of the contract, the customer must inform us of its valid VAT ID number which has been issued by a Member State of the European Union. In addition, the customer must inform us immediately of any changes to the VAT ID number. Should we suffer a loss due to a missing, incorrect or incomplete notification of the VAT ID number by the customer, in particular due to a resulting loss of tax exemption in the case of deliveries within the EU in accordance with §§ 4 Number 1 Letter b) and 6a of the German Value Added Tax Act (UstG), the customer shall be obliged to pay us compensation. The above shall not apply should the customer not be responsible for the breach of obligation.

§ 8 Non-disclosure

1. During the term of the contract, the customer and ourselves (“the parties”) shall be obliged to keep confidential all information which becomes accessible and which is designated as confidential or which is recognisable as a business or operating secret from other circumstances (“confidential information”) and, unless expressly permitted in writing in advance or necessary in order to attain the purpose, the parties shall not record, pass on to third parties or otherwise exploit such information. The above non-disclosure obligation shall remain in force for a further five years following the complete fulfilment or completion of the order.
2. The obligations in accordance with Number 1 shall also apply to business secrets in accordance with § 2 Number 1 of the German Law relating to Business Secrets (GeschGehG).
3. The parties shall be obliged to protect business secrets as defined in § 2 Number 1 of the

German Law relating to Business Secrets (GeschGehG) and other confidential information of the other party against third party access by taking confidentiality measures which are considered reasonable according to the circumstances. The confidentiality measures must correspond to the level of care and level of protection which are customary in normal business dealings as a minimum which the respective party applies to its own business secrets which come under the same category.

4. The following is not considered to be confidential:

- information which was known prior to the commencement of the contractual negotiations or was notified by third parties as non-confidential, providing that the third parties do not breach confidentiality obligations for their part
- information which the respective parties have developed independently of each other
- information which is publicly known or becomes publicly known without fault or actions on the part of the parties
- information which must be disclosed due to legal obligations or the order of a court or authority

In the latter case, the disclosing party must inform the other party immediately before the disclosure. Should one of the parties claim one of the exceptions above, it shall bear the burden of proof in this respect. Further legal obligations to maintain confidentiality shall remain unaffected.

§ 9 Miscellaneous: Place of performance, place of jurisdiction, applicable law, data processing, severability clause

1. The place of performance and exclusive place of jurisdiction for all disputes arising between the parties under the contractual relationship shall be Balingen, Germany, should the customer be a merchant, legal person under public law or a public law special fund, should the customer not have a general place of jurisdiction in the Federal Republic of Germany or should the customer have moved its place of jurisdiction abroad. As an exception to the above, we are also entitled to bring a lawsuit against the customer at its general place of jurisdiction.

A merchant is any entrepreneur which is entered in the commercial register or operates a commercial business and requires a business operation in a commercial manner. The customer has its general place of business abroad if its place of business is located there.

2. The customer is aware that data in connection with the business dealings, including personal data will be saved, processed within the framework of commercial necessities and must be transferred to third parties. The customer agrees to the above data recording and processing.
3. Should one of the provisions of these general terms and conditions of delivery and payment or within the framework of other agreements be or become ineffective, the validity of all other clauses or contracts shall not be affected thereby.
4. German law shall apply to the contractual and other legal relationships with our customers, to the exclusion of the United Nations Convention governing the International Sale of Goods.

B. Special terms and conditions for the delivery of goods and the manufacturing and delivery of goods made to order

§ 1 Area of applicability

The following special terms and conditions shall apply in addition to the general terms and conditions under Letter A to all contracts with the customer for the delivery of goods, as well as the manufacturing and delivery of goods in accordance with individual specifications of the customer (goods made to order).

§ 2 Scope of service

1. The transfer of ownership and handover of the object of purchase are owed. The assembly, installation or configuration of the object of purchase are not owed unless expressly agreed.
2. Transportation insurance for goods to be shipped will only be taken out at the express request of the customer. The transportation insurance will be taken out in the name of the customer and at its expense.

§ 3 Software licence terms

Should the goods delivered by us contain third party software, the respective licence terms of the manufacturer of the software shall apply.

§ 4 Transfer of risk

1. The risk of loss or deterioration of the goods shall be transferred to the customer at the

time of handover of the goods for shipping, also in case partial deliveries take place, unless otherwise agreed. Should the shipping be delayed for reasons connected to the person of the customer, the risk shall be transferred to the customer at the time of notification of readiness for dispatch.

2. Should acceptance be agreed with the customer, the risk shall be transferred to the customer at the time of declaration of acceptance. The customer shall accept the goods or completed service within the agreed deadline, otherwise within a reasonable deadline, however at the latest within two weeks of handover and/or following completion, should a handover according to type of service be excluded. In case of a service to be accepted, the deadline shall commence at the time of our notification to the customer that the service has been completed. The service provided by us shall be deemed to have been accepted on the expiry of the agreed acceptance deadline, should the customer fail to notify us of the acceptance in text form or written form or state in text form or written form which defects remain to be corrected. We will notify the customer of this legal consequence with the notification that the work has been completed.

§ 5 Premature termination in the case of delivery contracts for works

In case of delivery contracts for works in accordance with § 650 of the German Civil Code (BGB), the following applies:

1. Should termination be issued by the customer prior to the completion of our work delivery service, the customer shall be obliged to pay the full agreed remuneration, minus the expenses we have saved as a result of the termination of the contract. Furthermore, the sums which we generate by using our labour elsewhere or fail to obtain maliciously must be set off.
2. The parties are in agreement that in deviation from § 648 Paragraph 3 of the German Civil Code (BGB), we are entitled to 10% of the agreed remuneration payable on the part of the work service which has not yet been provided. The parties retain the option of providing proof that the expenses which have been saved are lower or higher and providing proof of purchase elsewhere or the malicious failure to obtain the goods elsewhere.

§ 6 Warranty and general liability

1. The limitation period for claims due to defects in relation to our deliveries and services is one year from the start of the statutory limitation period. Following the expiry of this one year, we may also refuse supplementary performance in particular, without the customer

being entitled to claims to reduction, rescission or damages against us. The above shortening of the limitation period does not apply to damages claims as such due to refusal to provide supplementary performance and does not generally apply to claims due to the fraudulent concealment of a defect.

- 2.** Claims of the customer to supplementary performance due to defects in relation to the service or delivery to be provided by us shall exist in accordance with the following provisions:
 - 2.1.** Should the delivered object be defective, we can initially choose between providing supplementary performance by correcting the defect (improvement) or delivering a defect-free item (replacement delivery). The right to refuse the selected type of supplementary performance in accordance with the legal requirements shall remain unaffected.
 - 2.2.** We are entitled to make the supplementary performance which we owe dependent on the customer paying the purchase price which is due. However, the customer is entitled to retain part of the purchase price which is reasonable in relation to the defect.
 - 2.3.** The customer must provide us with the necessary time and opportunity to carry out the supplementary performance which we owe, in particular it must hand over the goods in relation to which the objection has been raised for inspection purposes. In case of a replacement delivery, the customer must return the defective item to us in accordance with the statutory regulations.
 - 2.4.** The necessary expenses for the purpose of inspection and supplementary performance, in particular transportation, road, labour and materials costs will be borne by us, providing that a defect is actually present.
 - 2.4.1** Should the customer have integrated the defective item into another object in accordance with its type and purpose of use or attached it with another object, within the framework of the supplementary performance, we shall be obliged to reimburse the customer the necessary expenses for the removal of the defective object and the fitting with or attachment of the improved item or delivered defect-free items. § 442 Paragraph 1 of the German Civil Code (BGB) shall be applied with the proviso that for the knowledge of the customer the installation or attachment of the defective item by the customer takes the place of the conclusion of the contract.
 - 2.4.2** The expenses connected to supplementary performance which are incurred due to the purchased object having been moved to a location other than the place of residence or commercial place of business of the customer shall be borne by the customer.

- 2.4.3** Should a defect correction request of the customer be shown to be unjustified, we can demand reimbursement by the customer of the costs which are incurred as a result.
- 3.** The customer can only bring damages claims:
- 3.1** For losses which are due to
- an intentional or grossly negligent breach of obligations by us or
 - an intentional or grossly negligent breach of obligations by one of our legal representatives, management employees or vicarious agents
- which are not essential contractual obligations (cardinal obligations) and are not principal or ancillary obligations in connection with defects to our deliveries or services.
- 3.2** For losses which are due to an intentional or negligent breach of essential contractual obligations (cardinal obligations) by us, one of our legal representatives, management employees or vicarious agents. Essential contractual obligations (cardinal obligations) as referred to in sections 3.1 and 3.2 above are such obligations whose fulfilment is essential in order to properly perform the contract and on whose compliance the customer regularly relies.
- 3.3** Furthermore, we shall incur liability for losses due to a negligent or intentional breach of obligations in connection with defects to our delivery or service (supplementary performance or ancillary obligations) and
- 3.4.** for losses which come under the area of protection of a guarantee expressly issued by us (warranty) or a quality or durability guarantee.
- 4.** In case of a simply negligent breach of an essential contractual obligation, the liability shall be limited to losses which are typically expected and foreseeable to us at the time of conclusion of the contract when applying due care.
- 5.** Damages claims of the customer in case of a simply negligent breach of an essential contractual obligation shall be time barred in one year from the start of the statutory limitation period. Losses which are due to injury to life, body or health are excluded from the above.
- 6.** Damages claims against us in accordance with mandatory legal liability, for example under the German Product Liability Act (Produkthaftungsgesetz) or those which are connected to injury to life, body or health shall remain unaffected by the provisions above and shall exist to the extent mandated by law within the statutory deadlines.

7. Rights of the customer in accordance with Paragraphs 445a, 445b and 478 of the German Civil Code (BGB) in cases where a claim is brought against the customer or its consumers in a supply chain shall also remain unaffected by the provisions above.
- 7.1 The customer shall bear the burden of proof that the expenses for supplementary performance where necessary and that it could not have refused supplementary performance vis a vis its buyer in accordance with § 439 Paragraph 4 of the German Civil Code (BGB) or could have done so more cost effectively.
- 7.2 The claim under § 445a Paragraph 1 of the German Civil Code (BGB) shall be time barred in two years following our delivery to the customer in accordance with § 445b Paragraph 1 BGB. The above deadline shall also apply even if a longer period would apply in accordance with § 438 BGB.
- 7.3 The limitation period of the claims of the customer against us due to defects to a sold newly manufactured object which are determined in §§ 437 and 445a Paragraph 1 BGB shall take effect at the earliest two months after the time where the customer has fulfilled the claims of its buyer, should the claims between the customer and its buyer not yet have been time barred. The above suspension of expiry shall end at the latest five years from the time when we delivered the object to the customer.
8. Should the customer be a merchant as defined in the German Commercial Code (Handelsgesetzbuch - HGB), the following shall also apply in addition:

The defect claims of the customer, in particular those relating to supplementary performance, recourse, rescission of the contract, reduction and damages claims are subject to the customer having complied with its statutory inspection and complaint obligations (§§ 377, 381 HGB). Should a defect be observed during inspection or later, we must be informed of such immediately in text form or written form. The notification is deemed to be “immediate” if it takes place within fourteen days of the discovery of the defect, whereby the timely sending of the notification suffices for the deadline to be met. Regardless of the said inspection and complaint obligation, the customer must provide notification of obvious defects (including incorrect and reduced delivery) in text form or written form within fourteen days of the delivery, whereby also in such a case, the timely sending of the notification suffices. Should the customer fail to carry out the proper inspection and/or defect notification, our liability for the defect which has not been reported shall be excluded. The above does not apply if we have fraudulently concealed the defect.

C. Special terms and conditions for work services

§ 1 Area of applicability

The following special terms and conditions for work services shall apply in addition to the general terms and conditions under Letter A to all contracts with the customer for the provision of work services.

§ 2 Subject matter of the contract

The subject matter of the contract is the provision of work services.

§ 3 Appointment of project managers

1. In separately agreed cases, for example during comprehensive assembly work, both ourselves and the customer are obliged to appoint a project manager prior to the commencement of the work. The necessary measures for realising the work will be agreed between the project managers. The responsibility for the realisation of the work rests with us. Within a reasonable period of time following the conclusion of the contract, the respective project managers must be named to the contracting partner in text form or written form.
2. The project managers will meet regularly within time frames agreed under the individual project in order to prepare, take and record pending decisions.

§ 4 Changes during the performance of the work / change request management

1. The project managers can mutually agree changes. The agreements should be recorded and signed off by both project managers. Should no agreements be concluded concerning the remuneration or the other contractual provisions, in particular time plans concerning the agreed changes, these must be carried out within the framework of the contractual provisions which have been agreed up until this point.
2. Should the parties fail to reach agreement concerning changes requested by one of the contracting parties, the following shall apply:
The customer is entitled to issue us with change requests up until the time of acceptance. The change request must be stated to us in text form or written form. We will assess the change request. We will accept changes requested by the customer, provided that these are not unreasonable for us within the framework of our commercial performance

capabilities. Within 14 days of receipt of the change request, we will notify the customer in text form or written form whether:

- The change request is being accepted and will be implemented in accordance with the provisions of the contract up until this point
- Whether the change request will influence the contractual provisions, for example prices, performance deadlines etc: In such a case, we will notify the conditions of the conditions under which the change can be implemented. The change will only be carried out if the customer notifies us within 14 days of receipt of the notice that it accepts the change on the terms stated by us.
- The checking of the change request for capability of realisation is comprehensive: In such a case, we can make the checking of the change dependent on the customer remunerating the expenses for the check. In such a case, we are obliged to notify the customer of the time taken and the costs for the check in text form or written form. The checking order will not be deemed to have been issued until the customer has engaged us in text form or written form in this regard.
- The change request is being rejected.

Should we not respond to the change request within 14 days of receipt, the change request will be deemed to have been rejected.

3. When performing the service, we comply with the generally recognised inspection methods, as well as the applicable statutory regulations. Should statutory or other regulations change after conclusion of the contract, should new regulations be introduced or should new or amended requirements which affect the contractual services arise for us, for example from subsequently submitted, altered or new manufacturer documentation, work norms or risk assessments and should the customer have informed us of such in a timely manner, we will take these guidelines into account as far as possible. Remuneration which is agreed in service contracts and orders for the provision of services will be adjusted according to our equitable discretion (§ 315 of the German Civil Code - BGB). In such a case, we will take the expenses for changed requirements in relation to the checks carried out, the personnel and/or used or new work tools into account.

§ 5 Acceptance

The work will be handed over following completion. Should a handover according to the nature of the work be excluded, a notification of completion will be issued. Following

completion and handover and, should a handover according to the nature of the work be excluded, following notification of completion, the work will be accepted. The customer shall accept the completed work within the agreed deadline, otherwise within a reasonable deadline, however at the latest within two weeks of handover and/or following completion, should a handover according to type of work be excluded. The deadline shall commence at the time of our notification to the customer that the work has been completed. The work shall be deemed to have been accepted on the expiry of the agreed acceptance deadline, should the customer fail to notify us of the acceptance in text form or written form or state in text form or written form which defects remain to be corrected. We will notify the customer of this legal consequence with the notification that the work has been completed.

§ 6 Warranty and general liability

1. The limitation period for claims due to defects in relation to our deliveries and services is one year from the start of the statutory limitation period. Following the expiry of this one year, we may also refuse supplementary performance in particular, without the customer being entitled to claims to reduction, rescission or damages against us. The above shortening of the limitation period does not apply to damages claims as such due to refusal to provide supplementary performance and does not generally apply to claims due to the fraudulent concealment of a defect.
2. Claims of the customer to supplementary performance due to defects in relation to the service or delivery to be provided by us shall otherwise exist to the extent provided by law with the following provisos:
 - 2.1. Should the delivered work be defective, we can initially choose between providing supplementary performance by correcting the defect (improvement) or delivering a defect-free item (replacement delivery). The right to refuse the selected type of supplementary performance in accordance with the legal requirements shall remain unaffected.
 - 2.2. We are entitled to make the supplementary performance which we owe dependent on the customer paying the purchase price which is due. However, the customer is entitled to retain part of the purchase price which is reasonable in relation to the defect.
 - 2.3. The customer must provide us with the necessary time and opportunity to carry out the supplementary performance which we owe, in particular it must hand over the work in relation to which the objection has been raised for inspection purposes. In case of a

replacement delivery, the customer must return the defective work to us in accordance with the statutory regulations.

- 2.4.** The necessary expenses for the purpose of inspection and supplementary performance, in particular transportation, road, labour and materials costs will be borne by us, providing that a defect is actually present.
- 2.4.1** The expenses connected to supplementary performance which are incurred due to the purchased object having been moved to a location other than the place of residence or commercial place of business of the customer shall be borne by the customer.
- 2.4.2** Should a defect correction request of the customer be shown to be unjustified, we can demand reimbursement by the customer of the costs which are incurred as a result.
- 3.** The customer can only bring damages claims:
 - 3.1** For losses which are due to
 - an intentional or grossly negligent breach of obligations by us or
 - an intentional or grossly negligent breach of obligations by one of our legal representatives, management employees or vicarious agentswhich are not essential contractual obligations (cardinal obligations) and are not principal or ancillary obligations in connection with defects to our deliveries or services.
 - 3.2** For losses which are due to an intentional or negligent breach of essential contractual obligations (cardinal obligations) by us, one of our legal representatives, management employees or vicarious agents. Essential contractual obligations (cardinal obligations) as referred to in sections 3.1 and 3.2 above are such obligations whose fulfilment is essential in order to properly perform the contract and on whose compliance the customer regularly relies.
 - 3.3** Furthermore, we shall incur liability for losses due to a negligent or intentional breach of obligations in connection with defects to our delivery or service (supplementary performance or ancillary obligations) and
 - 3.4.** for losses which come under the area of protection of a guarantee expressly issued by us (warranty) or a quality or durability guarantee.
- 4.** In case of a simply negligent breach of an essential contractual obligation, the liability shall be limited to losses which are typically expected and foreseeable to us at the time of conclusion of the contract when applying due care.
- 5.** Damages claims of the customer in case of a simply negligent breach of an essential contractual obligation shall be time barred in one year from the start of the statutory

limitation period. Losses which are due to injury to life, body or health are excluded from the above.

6. Damages claims against us in accordance with mandatory legal liability, for example under the German Product Liability Act (Produkthaftungsgesetz) or those which are connected to injury to life, body or health shall remain unaffected by the provisions above and shall exist to the extent mandated by law within the statutory deadlines.

D. Special terms and conditions for training courses

§ 1 Area of applicability

The following special terms and conditions for training courses shall apply in addition to the general terms and conditions under Letter A to all contracts with the customer for the provision of training services, in particular concerning the subject of operation, as well as machine and device safety.

§ 2 Performance location

1. The training courses will be carried out at the respective location named in the training offer.
2. Should training courses be carried out at the premises of the customer in accordance with a contractual agreement, the customer shall be obliged to provide suitable rooms and presentation technology for carrying out the training course, as well as access to the machine delivered by us.

§ 3 Scope of the training course

Depending on the type of training course, the course will include the passing on of basic knowledge and use-related instructions.

§ 4 Participants in a training course

1. The maximum number of persons which may participate in a training course is set by individual agreement, without counting the instructors.
2. A training course will only take place for the customers and its employees at the premises of the customer. Should additional persons take part in the training course, individual agreements between ourselves and the customer are necessary.

§ 5 Termination, postponement of a training course

1. A contract concerning the carrying out of a training course can only be terminated for important reasons. Termination must take place in text form or written form.
2. We will provide the instructor from our company who is named in the offer or order confirmation or an external instructor engaged by us for the training course. Should an instructor not be available for the agreed date and time of the training course for reasons for which we are not responsible, we are **entitled** to provide a suitable replacement instructor from our company or a suitable external replacement instructor or to postpone the training course by agreement with the customer.

§ 6 Liability

1 The customer can only bring damages claims:

1.1 For losses which are due to

- an intentional or grossly negligent breach of obligations by us or
- an intentional or grossly negligent breach of obligations by one of our legal representatives, management employees or vicarious agents

which are not essential contractual obligations (cardinal obligations) and are not principal or ancillary obligations in connection with defects to our services.

1.2 For losses which are due to an intentional or negligent breach of essential contractual obligations (cardinal obligations) by us, one of our legal representatives, management employees or vicarious agents.

Essential contractual obligations (cardinal obligations) as referred to in sections 1.1 and 1.2 above are such obligations whose fulfilment is essential in order to properly perform the contract and on whose compliance the customer regularly relies.

2. In case of a simply negligent breach of an essential contractual obligation, the liability shall be limited to losses which are typically expected and foreseeable to us at the time of conclusion of the contract when applying due care.
3. Damages claims of the customer in case of a simply negligent breach of an essential contractual obligation shall be time barred in one year from the start of the statutory limitation period. Losses which are due to injury to life, body or health are excluded from the above.
4. Damages claims against us in accordance with mandatory legal liability, for example under

the German Product Liability Act (Produkthaftungsgesetz) or those which are connected to injury to life, body or health shall remain unaffected by the provisions above and shall exist to the extent mandated by law within the statutory deadlines.