

General Sale, Delivery, Assembly and Repair Conditions

1. General

These terms and conditions apply for all of our offers, assemblies, repair and customer service work as well as other transactions and services. Unless otherwise agreed, these terms and conditions also apply for all similar business relationships between the parties without our having to make reference to them in each individual case.

In the following, KLEMM BOHRTECHNIK will be referred to as the contractor and the buyer will be referred to as the client, regardless of whether sales contracts, contracts for work, contracts for work and materials or service contracts are involved.

Our general terms and conditions apply exclusively. Deviating, conflicting or additional general terms and conditions of the client will only be part of the contract if and to the extent that the contractor has consented to their validity in writing or has otherwise mutually agreed to them in writing. This consent requirement shall apply in any case, for example even if the contractor executes the delivery to the client with knowledge of the client's general terms and conditions without reservation. Such an exception, in the event of its agreement, shall apply only for the specific order, but not for subsequent orders.

In no event shall silence be considered as acknowledgment or consent.

2. Conclusion of the Contract, Terms of the Contract

Our offers are subject to change and are nonbinding. They are subject to availability and prior sale in every case.

The documents accompanying such an offer, such as illustrations, drawings, weights and dimensions, are only approximate. The contractor reserves property rights and copyrights to these documents. They must not be made accessible to third parties.

Cost estimates are not offers. Declarations of acceptance by the contractor in written or text form (within the meaning of section 126 b of the German Civil Code (BGB)) are declared as confirmation of an order.

Drawings, weights, dimensions, consumption and performance data are non-binding unless expressly designated as binding in the order confirmation. Amendments and improvements to the products included in the non-binding offers with regard to construction, use of materials and execution are reserved to the contractor, provided that no impairment of the usability of the delivery item occurs as a result. Amendments to the binding agreed specifications are reserved to the contractor, provided that these relate to quantity and quality tolerances customary in the trade.

The client is responsible for the completeness, accuracy and timeliness of implementation documents to be procured or created by the client. If these documents are sent to the contractor electronically, they are only binding if their complete receipt has been expressly confirmed by the contractor.

Technical consultations are not the subject of the contract. They are only binding if they have been expressly designated as the subject of the contract and occur in writing. They do not absolve the client from the obligation to use the contractor's product appropriately and professionally.

3. Written Form

The written confirmation of the order by the contractor is authoritative for the scope of the delivery. Currently there are no additional oral agreements. Later agreements, amendments and supplements to the contract require written confirmation by the contractor; this applies in particular to the amendment of this clause.

Legally relevant declarations and notifications by the client with regard to the contract (e.g. deadline, notification of defects, cancellation or reduction) must be submitted in writing, i.e. in written or text form within the meaning of section 126 b of the BGB.

4. Prices and Payment Conditions

4.1 The prices on which the offers and order confirmations are based are understood to be ex works plus packaging and transport and plus any transport insurance and the applicable statutory value-added tax on the day of the delivery, and in case of export deliveries also plus customs and fees and other public charges. For spare parts the prices are understood to be without installation. In principle, the prices valid on the day of delivery are authoritative for the calculation.

4.2 The purchase price is due and must be paid within 14 days from the invoicing and delivery or acceptance of the goods. However, we are entitled at all times, including in the context of an ongoing business relationship, to perform a delivery in whole or in part only with payment in advance. We will declare a corresponding proviso at the latest with the order confirmation. The receipt of the payment to our account is decisive for the timeliness of the payment. A deduction of discount is only permitted with special written agreement.

4.3 With the expiration of the above-mentioned payment deadline the client shall automatically be deemed in default. During the default, interest must be charged on the purchase price at the respectively applicable statutory interest rate, currently in commercial business dealings 9 percentage points above the prime rate (sections 352, 353 of the German Commercial Code (HGB)). The enforcement of additional damage caused by default is expressly reserved. Towards business people, our claim to commercial maturity interest (section 353 of the HGB) remains unaffected.

4.4 If it becomes apparent (e.g. due to an application for the opening of insolvency proceedings) after the conclusion of the contract that the contractor's claim to the purchase price is endangered due to the client's lack of ability to pay, in accordance with the statutory provisions on refusal of performance and – if applicable after setting a deadline – the contractor is entitled to withdraw from the contract (section 321 of the BGB). For contracts on the production of non-fungible goods (custom-made products), the contractor can declare the withdrawal immediately;

the statutory regulations on the dispensability of the setting of the deadline shall remain unaffected.

4.5 Checks or bills of exchange are only accepted on account of performance, not in lieu of performance. The contractor is entitled to refuse to accept checks or bills of exchange without stating reasons.

4.6 Provided that no express fixed-price agreement has been made, appropriate price changes due to changed labor, material and selling costs for deliveries that occur four months or later after the conclusion of the contract are reserved. In any case, the price change will not result in a price higher than the customary market price. If the agreed prices are based on the contractor's list prices, in this case the valid list prices for the delivery shall apply (if applicable, minus an agreed discount). This applies in particular to successive delivery contracts and other continuing obligations, as well as agreed partial deliveries and deliveries on call.

4.7 The client is only entitled to offset rights and rights of retention insofar as its claim is legally established or undisputed. The client is only authorized to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

4.8 For all rights and claims of the client against the contractor, the assignment or other transfer to third parties without the contractor's prior consent is excluded. This also applies to all future claims and rights. This does not apply to the assignment of outstanding debts insofar as this involves a mutual commercial transaction.

5. Delivery Dates, Default in Delivery, Default of Acceptance, Partial Deliveries

5.1 Proposed time limits and deadlines for deliveries and services always apply only approximately, unless a fixed time limit or a fixed deadline has been expressly promised or agreed with the client. Delivery and service times that have only been proposed but have not been bindingly agreed upon will be complied with if possible. The requirement for compliance with a delivery and service time is that all of the order's technical and/or organizational details are absolutely certain at the time of the order confirmation. If the client does not fulfill its obligations to cooperate, the delivery time date is extended in accordance with the delay caused by the client. The objection of non-performance of the contract is reserved to the contractor. For work performances, the period begins with the transfer or unimpeded release of the work performance object.

5.2 If shipping has been agreed, the delivery periods and delivery deadlines refer to the time of transfer to the forwarding agent, carrier or third party otherwise commissioned with transport.

5.3 If the contractor is in default, the client is entitled to withdraw from the contract under the statutory requirements. However, a reminder by the client is required in any case. For an agreed delivery time of up to six weeks, a grace period of up to two weeks is considered appropriate within the meaning of the law, and for a delivery time of more than six weeks, a grace period of at least four weeks, in each case beginning with the expiry of the agreed delivery and performance periods or after clarification of all details of the extended delivery period in accordance with item 5.1 of these general terms and conditions.

5.4 If the contractor has entered into default intentionally or due to gross negligence, the client – subject to the regulation in paragraph 5.5 – can demand only a lump-sum replacement of its damage caused by default. For every completed calendar week of the default, the lump-sum compensation amounts to 0.5% of the net price (delivery value), in total however at most 5% of the delivery value of the goods delivered late. However, the right is reserved for the contractor to prove that the client suffered no damage or a significantly smaller damage than the above-mentioned lump sum.

5.5 Without this limitation in accordance with item 5.4 the contractor shall be liable for default with the delivery in case of breach of duty by its bodies, legal representative, employees or other vicarious agents only

5.5.1 for damages resulting from injury to life, body or health,

5.5.2 for damages resulting from the violation of a material contractual obligation (cardinal obligation). Cardinal obligations are obligations whose fulfillment is a fundamental prerequisite for the performance of the contract, and on compliance with which the contractual partner regularly relies and may rely. However, in this case our liability is limited to the replacement of the foreseeable, typically occurring damage,

5.5.3 for damages according to the product liability law.

5.6 If the shipment or transfer is delayed due to a circumstance whose cause lies with the client, the risk passes to the client from the day on which the delivery item is ready for shipment and the contractor has notified the client of this.

5.7 If the client culpably enters into default or acceptance or culpably violates other obligations (to cooperate), the contractor is entitled to demand that any resulting damages be compensated according to the statutory provisions. Further rights and legal consequences in the event of default of acceptance are reserved. See also item 6 of these general terms and conditions.

5.8 The contractor can request from the client an extension of delivery and performance periods or a postponement of delivery and performance deadlines by the period in which the client does not meet its contractual obligations to the client.

General Sale, Delivery, Assembly and Repair Conditions

5.9 The contractor is not liable for impossibility of delivery or delivery delays insofar as these are caused by force majeure or other events that were not foreseeable at the time of the conclusion of the contract, which are beyond our control. These include, for example, operational disruptions of all kinds, difficulties in material procurement, transport delay, strikes, shortages of employees, energy, raw materials or the incorrect or non-real-time delivery by suppliers despite conclusion of a congruent hedging transaction (reservation of self-supply). We will inform the buyer of this immediately and, if possible, simultaneously communicate the expected new delivery period.

5.10 The contractor is only entitled to make partial deliveries if

- the client can use the partial delivery within the scope of the intended contractual purpose,
- the delivery of the remaining ordered goods is ensured and
- this does not result in any significant additional expense or additional costs for the client (unless the contractor declares that it is willing to reimburse the costs).

6. Place of Fulfillment and Transfer of Risk

6.1 The place of fulfillment for all obligations from the contractual relationship is the contractor's registered office. At the client's request and expense, the goods will be shipped to another destination (sale to destination according to buyer's instructions). Unless otherwise agreed, the contractor is entitled to determine the type of shipment (in particular, transport company, shipping route, packaging) itself.

6.2 The risk of accidental loss and accidental deterioration of the goods is passed to the client at the latest with the delivery. However, in the event of a sale to destination according to buyer's instructions, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay is transferred with the delivery of the goods to the forwarding agent, carrier or the third party otherwise designated to perform the shipment.

6.3 At the client's request and expense, the contractor will insure the goods against transport damage and loss.

6.4 In the event of default of acceptance, the risk of accidental loss and accidental deterioration of the goods is transferred to the client at the moment when the delivery item is ready for shipment and the contractor has indicated this to the client.

7. Warranty / Liability for Defects

7.1 For the contractor's rights in the event of material defects and defects of title (including wrong and short delivery, as well as faulty assembly or defective assembly instructions), the statutory provisions apply, unless specified otherwise below. In all cases the statutory special provisions for final delivery of the unprocessed goods to a consumer remain unaffected, even if this consumer has processed them (recourse against suppliers in accordance with section 478 of the BGB). Claims resulting from recourse against suppliers are excluded if the defective goods have been processed by the client or another business operator, e.g. due to installation in another product.

7.2 The basis of our liability for defects is primarily the agreement made on the condition of the goods. The agreement on the condition of the goods is considered to be all product descriptions and manufacturer information that are the subject of the individual contract or that we had made public (in particular in catalogs or on our internet homepage) at the time of the conclusion of the contract.

7.3 Insofar as the condition was not agreed upon, it must be assessed according to the statutory regulation if a defect is present or not (section 434 (1) sentences 2 and 3 of the BGB). However, we assume no liability for public statements by the manufacturer or other third parties (e.g. advertising statements) to which the client did not refer as critical factors in its purchasing decision.

7.4 The client's defect claims presuppose that it has met its statutory obligations to inspect and give notice of defects (sections 377, 381 of the HGB). Notice of defects must be given before resale. For building materials or other goods designated for installation or other processing, in any event an inspection must occur immediately before the processing. If a defect becomes apparent during the delivery, the inspection or at any later time, the contractor must be notified of this immediately in writing. In any event, obvious defects must be reported in writing within ten working days from the delivery, and defects that were not recognizable during the inspection must be submitted in writing within the same period from when they were discovered. If the client fails to carry out the proper inspection and/or reporting of defects, the contractor's liability for defects that were not reported, were not reported in a timely manner or were not properly reported is excluded according to the statutory provisions.

7.5 If the delivered object is defective, the contractor can, at its discretion, provide a warranty in the form of eliminating the defect (repair) or delivering a defect-free item (replacement delivery). The contractor's right to refuse the subsequent performance under the statutory requirements remains unaffected.

7.6 The contractor is entitled to make the owed subsequent performance dependent on the client paying the purchase price that is due. However, the client is entitled to withhold an appropriate share of the purchase price in proportion to the defect.

7.7 The client must give the contractor the time and opportunity required for the owed subsequent performance, in particular to transfer the rejected goods for testing purposes. In the event of a replacement delivery, the client must return

the defective object to the contractor in accordance with the statutory provisions. The subsequent performance includes neither the removal of the defective object nor its re-installation if the contractor was not originally required to perform the installation.

7.8 In the event of an unjustified demand for the removal of defects, we can demand that the client pay compensation for the resulting costs (in particular testing and transport costs), unless the lack of defectiveness was not recognizable by the client.

7.9 If the subsequent performance has failed or an appropriate period for the subsequent performance to be set by the client has elapsed without success or is unnecessary in accordance with the statutory provisions, the client can withdraw from the sales contract or reduce the purchase price. In case of an insignificant defect, however, there is no right of withdrawal.

7.10 Claims by the client to compensation for damages or compensation for wasted expenses also exist for defects only in accordance with items 13 and / or 14 and are otherwise excluded.

7.11 No defect claims exist if the client modifies the delivery item without the contractor's consent or allows it to be modified by third parties and this makes the remedying of the defect impossible or unreasonably difficult. If the client makes the remedying of the defect more difficult by changes to the delivery item that it made without the contractor's consent, the client must bear the additional costs of the remedying of the defect that result from the modification.

7.12 If the contractor substantiates that the client did not follow the contractor's operating and maintenance instructions, made changes to the delivery item, replaced parts or used consumable materials that do not meet the original specifications, it is assumed that no defects that existed at the time of delivery are involved and that therefore the client has no defect claims. The client is free to provide evidence to the contrary.

7.13 The client has no defect rights for consumable and wear parts if no contractor liability exists in accordance with item 13.

7.14 Generally no defect is present that provides a basis for defect rights of the client in case of inappropriate or improper use or operation, defective assembly or commissioning by the client or third parties, in case of natural wear and tear, defective or negligent handling, improper maintenance, use of unsuitable equipment, defective construction work, unsuitable building ground, and in case of chemical, electrochemical or electrical influences.

7.15 The client must tolerate subsequent technical modifications that are required to ensure the operational safety of the delivery item, provided that these modifications are reasonable for the client. Reasonableness also exists when the modifications result in a slight loss of performance by the delivery item. The costs for such technical modifications are borne by the contractor.

8. Returns

If the return of a good-as-new or unused machine or good-as-new or unused accessory or replacement parts is agreed, the sales price to be credited will be reduced by 15% for the storage of the returned items. In case of the return of used machines, accessory or replacement parts, the appropriate price on the date of the transfer to the contractor based on the overall condition applies. In case of modifications not approved by the contractor or further use until the delivery of a new device, any repairs required for operational readiness must be performed by the client, or the costs must be borne by the client. Unless otherwise agreed, the delivery of the returned item shall be at the client's expense and risk.

9. Cost Estimates for Repair/Assembly

Cost estimates do not contain fixed prices. Minor overruns of the estimate are permitted, unless the prices were expressly designated as binding. An overrun of up to 10% of the estimated amount is considered minor. If it is discovered during the maintenance/assembly that the performance of additional work is required, the scope of the work can be overrun by up to 10% without consulting the client.

10. Title Retention

10.1 The contractor retains title of the sold goods until the complete payment of all current and future claims from the contract and an ongoing business relationship including interest and other ancillary claims (secured claims).

10.2 For the duration of the title retention, the client is required to secure the reserved property at its own expense against interventions by third parties and to insure it immediately against fire, theft and machinery breakage in favor of the contractor and to verify this on request. Otherwise the contractor is entitled to conclude appropriate insurance itself at the client's expense.

10.3 The client hereby assigns to the contractor any compensation and recourse claims against third parties or insurance. The contractor accepts the assignment.

10.4 Before the complete payment of the secured claim, the goods under title retention may not be pledged to third parties or assigned as collateral. The client must inform the contractor immediately in writing if a claim has been made to start insolvency proceedings or if the goods belonging to the contractor are accessed by third parties (e.g. distraints). The client is required to inform the lienor of the existing reserved property. If the third party is not able to provide compensation for the judicial or extrajudicial costs of third-party proceedings (section 771 of the German Civil Process Order (ZPO)) arising for us in this connection, the client shall be liable for this.

General Sale, Delivery, Assembly and Repair Conditions

10.5 In the event of contract-violating behavior by the client, in particular the non-payment of the purchase price due, in accordance with the statutory provisions the contractor is entitled to withdraw from the contract and/or to request the goods on the basis of the title retention. The request for surrender does not simultaneously include the withdrawal declaration; instead the contractor is entitled to demand only the return of the goods and to reserve the right to withdrawal. If the client does not pay the purchase price that is due, the contractor may only enforce these rights if the contractor has previously set an appropriate deadline for payment for the client without success or such a setting of a deadline is unnecessary in accordance with the statutory provisions.

10.6 If maintenance and inspection work must be performed, the buyer must execute this in a timely manner in accordance with the maintenance and service instructions at its own expense in accordance with 10.7.3.

10.7 Until revocation, the client is authorized to resell and/or process the goods under title retention in the orderly course of business. In this case, the following provisions apply in addition.

10.7.1 The title retention extends to the products arising due to processing, mixing or combining of our goods at their full value, with us being considered the manufacturer. If during a processing, mixing or combination with goods of third parties their property right is retained, we shall acquire joint ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise the same applies to the resulting product as to the goods delivered under title retention.

10.7.2 The client undertakes to reassign the goods it purchased under title retention only in such a way that the contractor remains the party retaining the title. Regardless of this, in any case the contractor reserves an extended title retention in the event that, when the title retention expires, the resulting claim should come into force instead. The claims against third parties arising from the resale of the goods or the product are already assigned to us by the client in total or in the amount of our possible co-ownership share in accordance with the paragraph above in addition to interest and security costs. We accept the assignment. The obligations of the client mentioned in paragraph 2 also apply in consideration of the assigned claims. The client undertakes to notify the contractor of the resale in writing.

10.7.3 In addition to us, the client remains authorized to collect the claim in its own name until written revocation by us. We undertake not to collect the claim as long as the client meets its payment obligations to us, there is no defect in its performance, and we do not enforce the title retention by exercising a right in accordance with paragraph 5. However, if this is the case, we can request that the client inform us of the assigned claims and their debtors, provide all the information necessary for collection, hand over the associated documents, and inform the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the client's authority to resell and process the goods under title retention.

10.7.4 If the realizable value of the securities exceeds our claims by more than 10%, at the contractor's request we will release securities at our discretion.

10.8 For all payments by the client, whether cash, by check, transfer, etc., that occur against transfer of a bill of exchange issued by the contractor and accepted by the client (acceptor's bill of exchange), the underlying payment obligation is not met until any recourse against the contractor as the issuer of the bill of exchange is excluded. The security interests of the contractor, in particular the title retention on the delivered goods, remain in force until the redemption of the bill of exchange by the client.

11. Foreign trade law, export control

11.1 The fulfillment of the contract by the Contractor shall be subject to the provisional condition that the fulfillment is not prevented by national or international regulations of foreign trade law particularly EU Dual-Use Regulation, German Foreign Trade Law [Außenwirtschaftsgesetz] and German Foreign Trade Regulations [Außenwirtschaftsverordnung]), US Export Control Law, embargoes, import restrictions and/or other sanctions, and particularly for armaments and dual-use goods hereinafter referred to as "Foreign Trade Law". Since Foreign Trade Law is subject to constant amendments and adjustments, it shall be applied to the contract and its execution as amended.

11.2 The Client shall provide all information and documents required for export or shipment under the applicable Foreign Trade Laws and comply with restrictions imposed by governmental authorities on import or export licenses, e.g. re-export stipulations. Furthermore, the Client shall not sell, export, re-export, deliver, transfer or otherwise make products available to persons, companies, institutions, organizations or countries, insofar as such actions are contrary to applicable Foreign Trade Law. The Client shall provide on request adequate and complete information on the end use of products and services; in particular, the Client shall issue end-use certificates and send them to the Contractor as proof for the relevant government authorities.

11.3 If the Contractor is hindered in the timely delivery or performance due to the duration of the proper execution of an application, approval or examination procedure under customs laws or Foreign Trade Laws, an agreed performance period shall be extended by the duration of the delay caused by this official procedure.

11.4 If the authorizations or approvals required for the fulfillment of the contract are not issued or revoked by the competent authorities in accordance with the Foreign Trade Law, or if other legal obstacles under Foreign Trade Law permanently prevent the fulfillment of the contract, the Contractor shall be entitled to

withdraw from the contract in full or in part. This shall also apply if such an impediment to performance occurs only after conclusion of the contract. Under the same conditions, the Client is entitled to a right of rescission. In the event that only a partial performance is affected by the impediment to performance, the Client can withdraw from the entire contract only if the Client is not reasonably able to accept the possible partial performance. The Client may not assert claims for damages after exercising the right of rescission.

11.5 In the event the client culpably violates the export law, the client undertakes to compensate the contractor for any damage incurred and to release it from claims for damages and necessary expenditures.

12. Data recording device, data usage

12.1. KLEMM reserves the right to equip the contractual objects with a data recording device (below "Recorder") and to operate the recorder in order to monitor the technical functionality and technical parameters of the contractual objects as well as to enable and facilitate the administration of the required maintenance, repair and service work. The customer hereby expressly allows KLEMM along with its affiliates and Proemion GmbH (below "Affiliates") to call up, download and save the data material generated in this manner at any time, either manually or using appropriate data transmission devices (e.g. via mobile network), and to use and analyse this data material within the scope of the following conditions. If the parties have not concluded a corresponding written contract (e.g. a teleservice agreement), however, KLEMM and the affiliates are not obligated to do so. If data will be called up manually, the customer will grant KLEMM, the affiliates and/or their authorised representative(s) unrestricted access to the contractual objects for an unlimited time.

12.2. The analysis of data helps KLEMM and the affiliates primarily to review the technical functionality and technical parameters of the contractual objects, to fulfil their own guarantee obligations properly and to improve service quality and enhance product development.

12.3. KLEMM and the affiliates undertake to treat all construction equipment, construction production and construction service data as strictly confidential, and agree not to transfer these data to third parties or use them for purposes other than those outlined above. This does not apply insofar as KLEMM or the affiliates are obliged to transfer the data due to statutory regulations or due to official or court orders, or if the disclosure of data is necessary to defend their rights and fulfil their obligations (e.g. in a legal dispute).

12.4. Insofar as KLEMM or the affiliates also process personal data at the customer's request (e.g. the name of the respective equipment operator) and provide this for the customer to read out based on a corresponding written contract (e.g. a teleservice agreement), all parties involved undertake to ensure strict compliance with the applicable regulations concerning the protection of personal data and will establish corresponding contractual regulations concerning data processing carried out by KLEMM or the affiliates. The customer may withdraw consent to the processing of personal data by KLEMM or the affiliates at any time with future effect.

12.5. If the customer hands over the contractual products to a third party (e.g. to an affiliate or during the resale or leasing of the contractual products), the customer must ensure by written agreement that the third party is obliged to comply with the provisions stipulated in Clause 12 of this document.

13. Other Liability

13.1 Unless otherwise stated in these general terms and conditions, including the following provisions, the contractor shall be liable for a violation of contractual and non-contractual obligations in accordance with the statutory provisions.

13.2 As compensation for damages the contractor shall be liable – for whatever legal reason – within the scope of fault-based liability in case of intent and gross negligence. In case of simple negligence, the contractor shall be liable, subject to legal limitations of liability (e.g. care in its own affairs, insignificant breach of duty), only

13.2.1 for damages resulting from injury to life, body or health,

13.2.2 for damages resulting from the violation of a material contractual obligation (cardinal obligation). Cardinal obligations are obligations whose fulfillment is a fundamental prerequisite for the performance of the contract, and on compliance with which the contractual partner regularly relies and may rely. However, in this case our liability is limited to the replacement of the foreseeable, typically occurring damage,

13.2.3 for damages according to the product liability law

13.2.4 insofar as we have fraudulently concealed a defect or assumed a guarantee for the condition of the goods.

13.3 The liability limitations resulting from 13.2 also apply for breaches of duty by persons whose fault we are responsible for in accordance with the statutory provisions (bodies, other legal representatives, employees or other vicarious agents).

13.4 Due to a breach of duty that does not constitute a defect, the client may only withdraw or terminate if the contractor is responsible for the breach of duty. A free right of termination by the client (in particular in accordance with sections 650, 648 of the BGB) is excluded. Otherwise the statutory requirements and legal consequences apply.

General Sale, Delivery, Assembly and Repair Conditions

13.5 In the event of enforcement of claims for damages the client must state the individual damage items and quantify the amount of the individual damage items.

13.6 Any liability is limited to the damage foreseeable at the conclusion of the contract and amounts to a maximum of 5% of the delivery value.

13.7 The contractor shall not be liable for indirect or consequential damages such as loss of production, loss of profit, loss of image or loss of revenue, provided that these consequential damages were not caused by intent or gross negligence by the contractor.

14. Limitation Period

14.1 By derogation from section 438 (1) no. 3 of the BGB, the general limitation period for claims resulting from material defects and defects in title is one year from delivery. If an acceptance has been agreed to, the limitation period begins with the acceptance.

14.2 Special statutory regulations on the limitation period, in particular section 438 (1) no. 1, (3) and sections 444, 445 b of the BGB remain unaffected.

14.3 The above-mentioned limitation periods of the purchase right also apply for contractual and non-contractual claims for damages of the purchaser that are based on a defect of the goods, unless the application of the regular statutory limitation (sections 195, 199 of the BGB) would result in a shorter limitation period in the individual case. However, claims for damages by the client in accordance with item 13.2 sentence 1 and item 13.2.1 shall become time-barred in accordance with the statutory limitation periods.

15. Currency

All payments must be made in EURO unless otherwise agreed in writing.

16. Court of Jurisdiction/Applicable Law

If the client is a merchant within the meaning of the German Commercial Code, legal entity under public law or a special fund under public law, the exclusive – also international – court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the contractor's head office or the place of business of the contractor's branch office executing the delivery. The same applies accordingly if the client is a business operator within the meaning of section 14 of the BGB. The contractor is also entitled to file suit at the client's general court of jurisdiction. Priority statutory provisions, in particular those concerning exclusive jurisdictions, remain unaffected.

The Law of the Federal Republic of Germany is applicable for these general terms and conditions and the contractual relationships between the client and the contractor. German law also applies exclusively in addition to the above provisions for contracts with a foreign client that has its registered office or residence in a foreign country. International uniform law, in particular the UN Sales Convention, does not apply.

17. Partial Nullity

If individual provisions of these general terms and conditions are or become ineffective or contain a loophole, the other provisions shall remain unaffected.