

General Terms and Conditions of Sale and Delivery/Assembly of STELA Steuerungstechnik GmbH & Co. KG

A. General Terms and Conditions of Sale and Delivery

1. Scope/General information

1.1 These General Terms and Conditions of Order, Delivery and Service (Terms and Conditions) apply exclusively in relation to traders within the meaning of Section 14 of the German Civil Code (BGB), i.e. to natural or legal persons who purchase the goods or services for commercial or professional use. If the customer also commissions us with assembly of the goods supplied, the Terms and Conditions of Assembly specified in Section B also apply.

1.2. The following Terms and Conditions apply exclusively to the business relationship with our customer, including any information or advice provided.

Alternative terms and conditions of the purchaser and/or ordering party – hereinafter referred to as the "customer" – apply only if and in so far as we have accepted them expressly in writing. Our failure to refer to deviating terms and conditions of this sort is in particular not deemed to be acceptance of or consent to them, including for future contracts.

Our Terms and Conditions apply in place of any terms and conditions of purchase of the customer, even if they stipulate that acceptance of an order is deemed to be unconditional acceptance of those terms and conditions of purchase; rather, in accepting our order confirmation, the customer expressly agrees to waive its terms and conditions of purchase and any rights deriving from them.

2. Information/Advice/Properties of the products and services/Cooperation of the customer

2.1 Information about and explanations of our products and services given by us or our sales agents are provided exclusively on the basis of our previous experience. They do not constitute confirmation of any specific properties or provide any guarantees in relation to our products.

2.2 We shall only accept an obligation to provide advice on the basis of a separate, express, written consultancy contract.

2.3 A guarantee is deemed to have been given by us only if we have designated a property and/or outcome of a service in writing as "legally guaranteed".

3. Samples/Documents and data provided/Templates/Estimates

3.1 The properties of templates and samples shall only become part of the contract if this is agreed *expressly* in writing. The customer is *not* entitled to pass on samples or exploit them commercially.

If a sale is made on our part on the basis of samples of goods, deviations from those sample in the goods supplied are permitted and are not grounds for complaint or for claims against us if they are of a sort customary in the trade and if any agreed specifications are met by the goods supplied, unless agreed otherwise.

3.2 We reserve all property rights and copyright to the samples, illustrations, drawings, data, estimates of costs and other documents about our products and services that are made known or provided to the customer. The customer undertakes to ensure that third parties do not have access to the samples, data and/or documents listed in the preceding sentence unless we have given our express written consent. They shall be returned to us on demand if an order based on them is not placed.

4. Conclusion of contract/Scope of deliveries and services/Procurement risk and guarantee

4.1 Our offers are subject to change unless they are expressly designated as binding or they contain express binding guarantees or their binding nature is otherwise expressly agreed. They are invitations to place orders.

The customer is bound by its order as an offer to enter into a contract for 30 calendar days from receipt of the order by us.

4.2 A contract shall only come into being – including in the course of ongoing business – if we confirm the customer's order in text form (by fax or email, for example) with an order confirmation.

4.3 If acceptance of the products or their shipment is delayed for reasons for which the customer is responsible, we are entitled, after setting a 14-day grace period and its expiry without success, to demand immediate payment, to withdraw from the contract or to decline fulfilment and demand compensation in lieu of the complete service at our discretion. The deadline shall be set in writing or in text form. We are not required to make further reference therein to the rights under this clause. In the case of a claim for compensation as regulated above, the compensation due is 10% of the net delivery price for purchase contracts or 10% of the agreed net remuneration for service contracts. Both parties reserve the right to demonstrate that losses of a different amount have been incurred or that no losses have been incurred at all. A reversal of the burden of proof is not associated with the above provisions.

4.4 In the event of a delayed delivery order or delivery call down on the part of the customer, we are entitled to delay the delivery by the same period as the customer delay plus a scheduling period of 4 working days at our location.

5. Delivery/Place of fulfilment/Delivery times/Default of delivery/Packaging

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

5.2 Delivery and/or service periods commence on receipt of our order confirmation by the customer – or in the absence of such a confirmation within 5 calendar days of receipt of the customer order by us – but not before all details of execution of the order have been clarified and all other requirements of the customer have been completely fulfilled, in particular any agreed advanced payments or securities and essential cooperation obligations. The same applies to delivery and service dates. If the customer has requested modifications after placement of the order, a new, appropriate delivery and/or service period shall commence on confirmation of the modification by us.

5.3 If we are in default of delivery, the customer shall first grant us an appropriate grace period. If this elapses without success, compensation claims for breach of obligation – irrespective of the grounds – may be pursued only in accordance with the provisions of Section 11.

5.4 If acceptance is not completed on the agreed collection date, we shall store the goods that are the subject of the contract at the customer's cost. In the event of storage, the customer shall pay a flat-rate storage fee for the stored goods of 1% of the net remuneration per week. Both parties reserve the right to demonstrate that lower or higher costs have been incurred; the customer reserves the right to demonstrate that no costs have been incurred at all.

6. Force majeure/Delivery from our own supplier

6.1 If, in connection with the deliveries or services due from us, we fail to receive deliveries or services from our sub-suppliers, receive incorrect deliveries or services from them or do not receive deliveries or services from them in good time through no fault of our own and despite arrangement of proper and adequate cover regarding the quantity and quality required under the delivery or service agreement with the customer before conclusion of contract with the customer (*congruent cover*), or if events of force majeure of not insignificant duration (i.e. with a duration of more than 14 calendar days) occur, we shall notify our customer in good time in writing or text form. In this case we are entitled to postpone the delivery

by the period of the hindrance or to withdraw from the contract entirely or in part in respect of the part of the contract that has not yet been fulfilled, provided that we have met our notification obligation as described above and that we have not assumed responsibility for the procurement risk or provided a delivery guarantee. Force majeure includes strikes, lockouts, official interventions, shortage of energy and raw materials, transport bottlenecks or hindrances for which we are not responsible, hindrances to operations for which we are not responsible – e.g. as a result of fire, water or mechanical damage – and any other hindrances which we have not culpably caused from an objective standpoint.

6.2 If a delivery date or delivery period is agreed as binding and if, as a result of events pursuant to 6.1, the agreed delivery time or the agreed delivery period is exceeded, the customer is entitled to withdraw from the contract in respect of the unfulfilled part of the contract following unsuccessful expiry of an appropriate grace period. Any further claims of the customer, in particular for compensation, are excluded in this case.

6.3 The above provision under 6.2 applies accordingly if, for the reasons specified in 6.1, it is objectively unreasonable for the customer to keep to the contract even without a contractually agreed fixed delivery date.

7. Shipping/Transfer of risk/Acceptance

7.1 unless agreed otherwise in writing, delivery is ex works Öttinger Str. 4, 84323 Massing, Germany, in accordance with INCOTERMS 2020 ®. In the case of a collection and dispatch obligation, the goods are sent at the risk and cost of the customer.

7.2 If shipping is agreed, we reserve the right to choose the transport route and means of transport in the absence of any other agreement. We shall, however, make every effort to take account of the wishes of the customer in choosing the type of shipping and the shipping route, even though the customer has no claim to this. Additional costs incurred as a result – including in the case of delivery free of charge – such as transport and insurance costs, shall be borne by the customer. If shipping is delayed in relation to the agreed time at the request or fault of the customer, we shall store the goods at the cost and risk of the customer. 5.4 para. 2 applies accordingly in this respect. In this case, notification of readiness for shipping is equivalent to shipping.

7.3 The risk of accidental destruction or accidental deterioration shall be transferred to the customer on handover of the products to be supplied to the customer in the case of a collection obligation, on handover to the shipping company, freight forwarder or other company commissioned to carry out the shipment in the case of an agreed dispatch obligation, and at the latest when they leave our works, warehouse, business premises or manufacturing plant, unless a delivery obligation has been agreed. The above also applies if part delivery has been agreed.

7.4 If the shipment is delayed because we exercise our right of retention as a result of partial or complete default of payment on the part of the customer or for any other reason for which the customer is responsible, the transfer of risk to the customer shall take place at the latest on the date of receipt of notification of readiness for shipment and/or performance of the service by the customer.

8. Complaints about defects/Breach of obligation for material defects/Warranty

8.1 Complaints about obvious material defects shall be submitted to us by the customer promptly, at the latest 5 days from collection in the case of delivery ex works or storage location, otherwise from the date of delivery; complaints about concealed defects shall be made promptly on discovery, at the latest within the warranty period pursuant to 7.2. If a complaint is not made in time, all claims of the customer for breach of obligation on the grounds of material defects are excluded. This also applies in the case of intentional, grossly negligent or fraudulent actions on our part, in the case of an injury to life, limb or health, or if a guarantee of the absence of defects has been provided or a procurement risk has been accepted in accordance with Section 276 BGB or any other mandatory legal provisions pertaining to liability. This is without prejudice to the special statutory provisions in the case of final delivery to a consumer (supplier recourse, Sections 478, 479 BGB).

8.2 We provide a guarantee for material defects – unless expressly agreed otherwise in writing or text form – over a period of 12 months, calculated from the date of the transfer of risk (see 6.3) or, in the case of refusal of delivery or acceptance by the customer, from the time of notification of readiness for handover of the goods. This does not apply to compensation claims under a guarantee, acceptance of a procurement risk within the meaning of Section 276 BGB, claims for injury to life, limb or health, fraudulent, intentional or grossly negligent actions on our part, or if, in cases covered by Sections 478, 479 BGB (recourse in the supply chain), Section 438(1) no. 2 BGB (erection of buildings and delivery of items for buildings) and Section 634a(1) no. 2 BGB (defects in buildings) or any other provisions, a longer expiry period is mandatory by law. This is without prejudice to Section 305b BGB (the precedence of individual agreements in verbal, text or written form). A reversal of the burden of proof is not associated with the above provision.

8.3 Warranty claims exist exclusively for defects the cause of which lies in our area of responsibility, in particular as a result of defective materials, defective construction, defective manufacturing materials or – if due – defective instructions for use or assembly.

No warranty is provided for defects or damage that are the result of improper use or use contrary to the intended purpose, incorrect operation, assembly, commissioning or maintenance by the customer or third parties, unsuitable storage or storage in breach of contract, natural wear, chemical, physical, electromagnetic, mechanical or electrical factors that are not in the product description, the agreed product specification or the relevant product-specific data sheet provided by us or the manufacturer, standard foreseeable conditions or intended conditions of use.

The warranty is further excluded if the defect is the result of specifications, materials, components or other input from the customer or from third parties involved by it.

The above does not apply in the case of fraudulent, grossly negligent or intentional actions on our part, in the case of injury to life, limb or health, or if a guarantee has been provided or a procurement risk has been accepted in accordance with Section 276 BGB or any other mandatory legal provisions pertaining to liability.

8.4 We do not provide any warranty in accordance with Sections 478, 479 BGB (recourse in the supply chain, supplier recourse) if the customer has machined or processed or otherwise modified the product supplied by us under the contract if this does not correspond with the contractually agreed purpose of use of the products.

8.5 Recognition of breaches of obligation in the form of material defects always requires written form.

9. Prices/Terms of payment/Defence of insecurity

9.1 All prices are understood to be ex works or warehouse and are always specified net in EUROS, exclusive of sea or air transport packaging, freight, carriage and, if transport insurance has been agreed, of insurance costs, plus any Value Added Tax to be paid by the customer (if legally liable) in the amount prescribed by law.

9.2 If payment by transfer is agreed, the date of payment is deemed to be the date of receipt of the money by us or of the credit note in our account or in the account of the paying agent specified by us.

9.3 We are entitled to increase the remuneration unilaterally in the case of an increase in material production and/or material and/or product procurement costs, salary costs and salary on-costs, social contributions, energy costs and costs of environmental surcharges and/or currency fluctuations and/or changes to customs duties and/or shipping rates and/or public contributions if these directly or indirectly affect the product manufacturing or procurement costs or costs of our contractually agreed services and if a period of more than 4 months has elapsed between conclusion of contract and delivery. An increase of the sort described above is excluded if the cost increase in individual factors or all of the aforementioned factors is offset by a cost reduction in other specified factors in relation to our overall costs for the delivery.

If the aforementioned cost factors decrease without the cost reduction being offset by an increase in other specified cost factors, the cost reduction shall be passed on to the customer in the form of a reduction in price.

9.4 If we are responsible for the freight costs under the contract, the customer shall bear the additional costs that result from increases in the tariff for freight rates after conclusion of contract.

9.5 The customer has a right of retention or a right to offset only against counter-claims that are uncontested or legally established.

9.6 A right of retention may only be exercised by the customer if its counter-claim is based on the same contractual relationship.

9.7 Incoming payments shall be used first to settle costs, then interest and finally the main claims in order of age.

9.8. The customer expressly agrees that we may cover the order through a credit insurer; the possibility of assignment to this credit insurance provider or of collection of the debt is expressly accepted.

10. Retention of title, rights of lien

10.1 We reserve title to all of the goods delivered by us (hereinafter referred to collectively as "retained goods") until all our claims from the business relationship with the customer, including claims arising in the future from contracts concluded at a later date, are settled.

10.2 The customer shall insure the retained goods adequately, in particular against fire and theft. Insurance claims for damage to the retained goods are hereby assigned to us in the value of the retained goods.

10.3 The customer is entitled to sell on the products delivered in the normal course of business. It is not permitted to make other dispositions, in particular in the form of pledges or transfers of title by way of security. If the retained goods are not paid for immediately by third-party buyers in the event of their further sale, the customer is obliged only to sell them on with retention of title. The right to sell on the retained goods shall be suspended without further ado if the customer stops making payments or if it is in default of payment in respect of us.

10.4 The customer hereby assigns all claims, including securities and ancillary rights, that accrue to it from or in connection with the further sale of the retained goods against the end customer or third parties. It may not make any agreement with its customers that excludes or impairs our rights or that invalidates advance assignment of the claim.

10.5 If the customer has already assigned claims from the further sale of the product supplied or to be supplied by us to third parties, in particular on the basis of non-recourse or recourse factoring, or made other agreements on the basis of which our current or future rights of security pursuant to Section 9 may be impaired, it shall notify us of this promptly. In the case of recourse factoring, we are entitled to withdraw from the contract and demand release of products already supplied. The same applies in the case of non-recourse factoring if the customer is unable to dispose freely of the purchase price for the claim under the contract with the factor.

10.6 If the value of the securities available to us under the previous provisions exceeds the total of secured claims by more than 10%, we are obliged on demand by the customer to release securities of our choice to this extent.

10.7 If rights of lien or other interventions by third parties come about, the customer shall notify us promptly and in writing so that we can take action pursuant to Section 771 of the German Code of Civil Procedure (ZPO). If the third-party is not in a position to reimburse us for our court and out-of-court costs for legal action pursuant to Section 771 ZPO, the customer is liable for our losses.

11. Exclusion/limitation of liability

11.1 Subject to the exceptions below, we are *not* liable, in particular for claims of the customer for compensation or reimbursement of expenses – irrespective of the legal basis – in the event of a breach of obligations under the contract.

11.2 The exclusion of liability under 11.1 above does not apply if liability is mandatory by law and:

– in the case of our own intentional or grossly negligent breach of obligation and intentional or a grossly negligent breach of obligation of our legal representatives or vicarious agents;

– in the case of a breach of material contractual obligations; "*material contractual obligations*" are those obligations that protect the legal rights of the customer that are essential to the contract and that the contract grants through its content and purpose; contractual obligations are also material if their fulfilment allows proper execution of the contract in the first place and if the customer may normally rely and expect to rely on their fulfilment;

– in the case of injury to life, limb and health, including by legal representatives or vicarious agents;

– in the case of default, if a fixed delivery time or time of performance has been agreed;

– if we have provided a guarantee for the quality of our goods or the existence of a particular outcome of the service or accepted a procurement risk within the meaning of Section 276 BGB;

– in the case of liability under the German Product Liability Act or other legally mandatory grounds for liability.

11.3 If we or our vicarious agents are guilty only of minor negligence and there is no case covered by 11.2, bullet points 4, 5 and 6, we are liable only for the foreseeable damage typical of this sort of contract, even in the case of a breach of material contractual obligations.

11.4 Our liability is limited in amount to a maximum of the order value for each individual claim. This does not apply if we are guilty of bad faith, malicious intent or gross negligence, to claims on the grounds of injury to life, limb or health and in the case of a claim based on an unlawful act, a guarantee expressly provided or assumption of a procurement risk pursuant to Section 276 BGB or in cases where higher amounts of liability are mandatory by law. Any further liability is excluded.

11.5 The exclusions or restrictions of liability pursuant to 11.1 to 11.4 and 11.6 above apply to the same extent in favour of our executive bodies, our executive and non-executive staff and other vicarious agents and to our subcontractors.

11.6 Compensation claims by the customer based on this contractual relationship may only be asserted within an exclusion period of one year from the start of the statutory exclusion period. This does not apply if we are guilty of malicious intent or gross negligence, to claims on the grounds of injury to life, limb or health and in the case of a claim based on an unlawful action, a guarantee expressly provided or assumption of a procurement risk pursuant to Section 276 BGB or in cases where a longer expiry period is mandatory by law.

12. Place of fulfilment/Place of jurisdiction/Applicable law

12.1 The place of fulfilment for all contractual obligations is the registered office of our company, unless an alternative place of fulfilment has been agreed individually by contract.
12.2 The exclusive place of jurisdiction for all disputes – insofar as the customer is a trader within the meaning of the German Commercial Code – is the registered office of our company. We are, however, entitled to take action against the customer in the court with general jurisdiction over it.
12.3 All legal relationships between us and the customer are governed exclusively by the law of the Federal Republic of Germany, excluding UN sales law (CISG). We expressly confirm that this choice of law is also to be understood as such within the meaning of Art. 14(1) point (b) of Regulation (EC) No. 864/2007 and therefore also applies to claims outside the contract within the meaning of that regulation.

13. Incoterms/Written form/Severability clause/Contract language

13.1 Insofar as trade clauses are agreed in accordance with International Commercial Terms (INCOTERMS), INCOTERMS 2020 @ apply.
13.2 All agreements, ancillary agreements, undertakings and contractual amendments require written form. This also applies to any waiver of the requirement of written form itself. This is without prejudice to the precedence of individual agreements in written, text or verbal form (Section 305b BGB).
13.3 Should a provision of this contract be or become invalid or unenforceable in whole or in part on the grounds of the law on General Terms and Conditions pursuant to Sections 305 to 310 BGB, the statutory provisions shall apply.
13.4 The contract language is German or – subject to agreement – English.

B. General Terms and Conditions of Business for Assembly

Applicability of the General Terms and Conditions of Business. The following Terms and Conditions apply to the assembly work to be carried out by the supplier, in addition to the General Terms and Conditions of Sale and Delivery.

I. Costs of assembly

Unless agreed otherwise, invoicing for assembly work shall take place separately. Assembly costs comprise in particular:
1. Unless agreed otherwise, invoicing for assembly work shall take place separately. The assembly costs comprise in particular travel costs, daily payment for the working hours of the assembly personnel at the supplier's applicable rate, including supplements for overtime (plus 25%), night work (plus 50%) and work on Sundays and public holidays (plus 100%). Normal working hours are Monday to Friday 7.30 am to 4.30 pm. The agreed payment rates can be found in the order confirmation or offer.
2. Preparation, travel, waiting and journey times are regarded as working time and paid for accordingly. If installation or commissioning is delayed through no fault of the supplier, the customer shall bear the costs of the waiting time and any other necessary travel. Agreed flat-rate prices for assembly do not include supplements for any overtime, night, Sunday or public holiday work that becomes necessary. A separate charge may be made for this. The assembly work associated with installation of the system is deemed to be complete on start of operation confirmed by testing.
3. The installation price is understood to be plus statutory Value Added Tax and is due for payment on receipt of invoice.
4. Retention and offsetting against the supplier's claim are permitted only against uncontested or legally established claims. The customer is entitled to exercise a right of retention only insofar as the counter-claim is based on the same contractual relationship.

II. Cooperation obligations of the customer

The following terms apply to all assembly work and repairs to be carried out by the supplier:
1. Unless agreed otherwise, the customer shall, at its own cost, take responsibility and make arrangements in good time for the following:
a. Provision of the necessary technical specialists/assistants (mechanics, electricians, specialist fitters and other technicians, assistants) in the number required for the assembly work and for the requisite time; the technical specialists/assistants shall follow the instructions of the assembly supervisor. The supplier is not liable for the work of the technical specialists/assistants provided.
b. Completion of all groundwork, construction, bedding and scaffolding work, the necessary chiselling and breakthrough work and the carpentry work. This includes the construction materials required and the provision of cranes and scaffolding. All electrical connections and lines shall be provided in accordance with the supplier's instructions.
c. Provision of the equipment required for assembly and commissioning, such as lifting tackle, cylinder gas, cylinder oxygen and other essential supplies and consumables.
d. Heating, lighting, water, electricity, compressed air, including the necessary connections up to the site.
e. Sufficiently large, lockable rooms for storage of the machine parts, materials and tools. In addition, common rooms with washing facilities and WC for the fitters.
f. Insurance cover for materials and tools against theft and damage of any sort.
2. Before the assembly work starts, the access routes and installation location shall be cleared and all other preliminary work shall be completed; the foundation shall have the necessary load-bearing capacity. The supplied parts shall be present on site; in particular, the technical assistants of the customer shall ensure that the assembly work can start immediately on arrival of the assembly personnel and can be carried out up to the point of acceptance by the customer without delays.
3. If assembly or commissioning on site is delayed through no fault of the supplier, all costs for the waiting time and additional travel shall be borne by the customer.
4. Additional and special work requested by the customer shall be confirmed in writing by the supplier and charged to the customer.
5. Technical specialists/assistants provided by the customer shall be paid by the latter, including any social contributions due (health insurance, employer's liability insurance, etc.).
6. The supplier's fitters are not authorised to make binding undertakings, in particular on matters of warranty.

III. Acceptance

1. The customer is obliged to accept the assembly work as soon as it receives notification that the work has been completed and any contractually agreed test of the assembled delivery item has taken place. If it transpires that the assembly work is not carried out in accordance with the contract and/or is defective, the supplier is obliged to provide warranty or accept liability in accordance with Sections V., VI. This does not apply if the supplementary performance is only possible at disproportionate cost or is the result of circumstances for which the customer is responsible. If there is a minor defect, the customer cannot refuse acceptance if the supplier expressly accepts the obligation to rectify the defect.
2. If acceptance is delayed through no fault of the supplier, acceptance is deemed to have been given on expiry of a two-week period from notification of completion of assembly.
3. On acceptance, the contractor is no longer liable for identified defects unless the customer has reserved the right to claim for a specific defect.

IV. Commissioning of the system

1. Commissioning of the supplied system is part of the scope of delivery and takes place following delivery of the system to the installation location.
2. The customer undertakes to facilitate commissioning within 3 years of delivery of the system.
3. If commissioning is delayed for reasons for which the customer is responsible, in particular because it has not met the necessary requirements for commissioning in good time (e.g. power connection, completion of other structural work), the contractor is entitled to carry out commissioning after expiry of the aforementioned period.
4. If the contractor incurs additional costs as a result of the delay, in particular for personnel, materials or travel, they shall be reimbursed by the customer. Settlement shall be made on the basis of the hourly rates and material costs applicable at that time, although such additional costs are limited to a maximum of 15% of the original contract price.
5. This is without prejudice to further claims by the customer for the delay.

V. Claims for defects

1. Following acceptance of the assembly work, the contractor is liable for defects in the assembly work in accordance with the statutory regulations, with the exception of the following provisions.
The customer shall report a defect it identifies promptly in writing to the contractor and set an appropriate period for rectification of the defect.
2. Only in urgent cases of risk to operational safety and to avert disproportionate damage, in which case the contractor shall be notified immediately, or if the contractor – taking account of the statutory exceptions – has allowed an appropriate grace period for rectification of the defect to expire without performance, does the customer have the right within the framework of the statutory regulations to rectify the defect itself or to arrange for it to be rectified by third parties and to demand reimbursement of the necessary costs from the contractor.
3. Of the direct costs associated with rectification of the defect, the contractor shall meet the costs of the replacement part including shipping, insofar as it transpires that the complaint is legitimate. It shall also bear the costs of disassembly and installation and the cost of any necessary provision of essential fitters and assistants, including travel costs.
4. Further claims are governed exclusively by Section V of these Terms and Conditions.

VI. Liability of the contractor, exclusion of liability

1. If parts of the item supplied are damaged through the fault of the supplier, the supplier shall have the choice either to repair or replace them at its own cost.
2. In relation to damage that is not caused to the item itself, the contractor has unlimited liability for damage involving injury to life, limb or health, damage resulting from a negligent or intentional breach of obligation of the contractor or a negligent or intentional breach of obligation on the part of a legal representative or vicarious agent.
The contractor also has unlimited liability for other damage resulting from a grossly negligent breach of obligation or unintentional or grossly negligent breach of obligation on the part of a legal representative or vicarious agent.
The contractor is also liable as prescribed by relevant mandatory legislation, such as the German Product Liability Act.
In the case of other material damage and damage to assets caused by negligence, the contractor is also liable in respect of its legal representatives and vicarious agents only for breaches of material contractual obligations; material contractual obligations are those that characterise fulfilment of the contract and on which the customer can expect to rely.
In the case of liability for material contractual obligations, the amount of the damage is restricted to the foreseeable damage typical of this sort of contract on conclusion of contract. Liability is otherwise excluded, irrespective of the legal grounds; the above provisions also apply to claims arising from fault in contracting.

VII. Expiry

The statutory expiry periods apply to compensation claims covered by Section V., including if the contractor carries out the work on a structure and defects are caused to that structure as a result.
Any other claims of the customer, irrespective of the legal grounds, expire in 12 months.

VIII. Replacement obligation of the customer

If, during the supplier's assembly work, the equipment or tools provided by it on the customer's premises are damaged or lost through no fault of the supplier, the customer is obliged to replace them. Damage caused by normal wear is not covered.

IX. Miscellaneous

1. All legal relationships between the supplier and the customer are governed exclusively by the law of the Federal Republic of Germany.
2. The place of fulfilment is the registered office of the supplier. The place of jurisdiction is the competent court for the supplier's registered office. However, the supplier is entitled to take action against the customer at the location of its head office.
3. All agreements between the supplier and the customer shall be set down in writing. Written form also applies to all amendments and/or ancillary agreements made before or after conclusion of contract.
4. If individual provisions of the contract are invalid, this does not affect the validity of the rest of the contract. The invalid provision shall be replaced by a provision that comes as close as possible to the economic intention of the original provision.