

General conditions of sale, delivery and service of JP Industrieanlagen GmbH

The following terms and conditions shall apply to entrepreneurs (§ 14 BGB [German Civil Code]), legal entities under public law as well as special asset under public law.

1. General information: Validity of the terms and conditions, prohibition of assignment, written form, choice of law, legal domicile, data processing, etc.

1.1. Our deliveries, services and offers shall take place exclusively on the basis of these conditions of sale, delivery and service (hereinafter referred to as "terms and conditions") vis-à-vis our contractual partners (hereinafter referred to as "purchaser"). Services shall particularly include those from a service contract and agency agreement. The terms and conditions shall therefore also apply to all future business relationships, even if they are not explicitly agreed again. These conditions shall be deemed accepted at the latest with the receipt of the goods or service. We shall not acknowledge contrary conditions or conditions of the purchaser deviating from our terms and conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions shall apply even if we unconditionally execute the delivery to the purchaser while being aware of contrary conditions or conditions of the purchaser deviating from our terms and conditions.

1.2. The purchaser may not assign claims against us.

1.3. Agreements, contractually stipulated uses, the assumption of procurement risks, guarantees or other assurances before or during the conclusion of the contract shall be effective only if they are made in writing. The telecommunicative transmission, in particular by fax or e-mail shall be sufficient for the adherence to the written form, provided that a copy of the declaration is submitted. The same shall also apply if a written form is demanded or is considered to be decisive in these General Terms and Conditions. Subsequent individual agreements with the purchaser made in individual cases (including collateral agreements, supplements and amendments) shall, in any case, take precedence over these General Terms and Conditions. The written contract or our written confirmation shall be decisive for the content of such agreements.

1.4. Legal declarations and notices from the customer to us after the conclusion of the contract (e.g. setting of deadlines, notice of defects, declarations of withdrawal or reduction) shall only be valid if made in writing.

1.5. We have not made further agreements or verbal commitments, in particular with regard to contractually stipulated uses, the assumption of procurement risks, guarantees or other assurances. The persons appearing for us are not authorised to make verbal changes to the pre-formulated contract text, to make verbal supplementary agreements or to give verbal assurances that go beyond the content of the written contract.

1.6. These terms and conditions and all legal relationships between us and the purchaser shall be subject to the substantive law of the Federal Republic of

Germany excluding international uniform law, especially excluding the Vienna UN Convention of 11th April 1980 ("CISG"). The contract and negotiation language shall be German.

1.7. The place of performance for the obligations of the purchaser as well as for our obligations shall be the headquarters of our company.

1.8. For all present and future claims from the business relationship, including notes and cheque receivables, the exclusive - even international - legal domicile shall be our company headquarters, if the purchaser is a merchant, legal entity under public law or a special asset under public law. This legal domicile shall apply even if the purchaser has no general legal domicile in Germany, relocates his/her residence or usual place of residence from Germany after the conclusion of the contract or if his/her residence or usual place of residence is not known at the time of filing of a suit.

1.9. We shall process and use the personal data of the purchaser only for the purpose of contract processing, customer care, market and opinion research as well as for own advertising campaigns. The purchaser shall therefore agree that his/her data shall be stored, processed and used by us for our business purposes using EDP. He/she shall also agree that this data may be disclosed to the extent necessary to third parties that grant us credit or insure our claims against the purchaser.

2. Offer, scope of delivery or performance, subcontracts, force majeure, delivery/performance period, transfer of risk, acceptance

2.1. Our offers shall be without engagement and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. Declarations of acceptance and all orders shall require a written confirmation by us for their legal effectiveness. If we begin to execute a delivery or performance without explicit written agreement or confirmation, a contractual relationship shall be established only through our complete delivery or performance. The purchaser shall be bound to his/her offer (order) for 4 weeks from the day of receipt of his/her order.

2.2. Our written order confirmation shall be decisive for the scope of delivery or performance; in case of an offer by us, it shall be decisive, if it is accepted and no order confirmation is available.

2.3. Documents, such as cost estimates, drawings, illustrations, dimensions, weights or other performance data shall only be binding if this is expressly agreed in writing. We shall reserve ownership rights and copyrights with respect to cost estimates, drawings, plans and other documents (e.g. even tenders). Number 8 shall apply.

2.4. We shall be entitled to issue subcontracts.

2.5. If and insofar as the intended use or the usability is not affected by this, the value is maintained or increases and the changes are reasonable for the purchaser, we shall have the right to change the object of our delivery or performance against the sample, the offer or the contract description in order to improve our delivery or

performance within the meaning of a production-related or technical progress or because this is due to customary deviations in weight, quantities, dimensions, material composition, material structure, structure, surface and colour or the nature of the materials used.

2.6. Partial deliveries/partial performance shall be permitted to a reasonable extent and shall be independently billable as long as the interests of the purchaser are respected, in particular the scope of delivery and performance is not amended and a delivery/performance in parts and intervals is reasonable for the purchaser under consideration of the nature of the object of the contract and its typical use.

2.7. The delivery or performance period shall commence with the dispatch of the order confirmation; in case of an offer by us, at the time of the acceptance of the same, but not before complete clarification of all details of the execution. The compliance with the delivery or performance period shall require fulfilment of the contractual obligations on the part of the purchaser. The agreed delivery or performance period shall be extended by the period, by which the purchaser gets in default with its obligations from this or another contract from the ongoing business relationships. Our rights arising from the default of the purchaser shall remain unaffected by this. The same shall apply for the delivery or performance date. The deadline shall be deemed complied with even if the object of the contract was dispatched or the readiness for dispatch was notified at the latest on the 15th calendar day from the delivery or the performance date.

2.8. We shall not be liable for the impossibility of the delivery/performance or for delays in delivery or performance, as long as these were caused through force majeure or other events that were unforeseeable at the time of conclusion of the contract (e.g. operational disturbances of all kinds, difficulties in the material or energy procurement, transport delays, strikes, lawful lockouts, shortage of manpower, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the missing, incorrect or non-timely delivery by the supplier), for which we are not responsible. If the delivery or performance is made considerably more difficult or impossible by such events and the impediment is not only of a temporary duration, we shall be entitled to withdraw from the contract. In the event of temporary impediments, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the duration of the impediment plus a reasonable start-up period. If the purchaser cannot be reasonably expected to accept the delivery/performance as a result of the delay, he/she can withdraw from the contract through an immediate written declaration vis-à-vis us.

2.9. In the event of a delay in delivery or performance, the purchaser can withdraw from the contract only after fruitless expiry of a reasonable grace period of at least 14 calendar days defined by him/her in writing, unless setting of a deadline is dispensable by law, insofar as the delivery/performance was not reported as ready for dispatch until then. The same shall apply in case of a partial delay or a partial impossibility. If we are in default with the compliance with bindingly assured periods and dates, the purchaser shall be entitled to a delay compensation in the amount of

0.2% of the invoice value for every full week of delay, but in total to a maximum of up to 2% of the invoice value of the deliveries and services affected by the delay. Claims going beyond this shall be excluded, unless we have caused the delay at least through gross negligence or this deals with damages from an injury to life, limb or health, which we have caused at least through negligence.

2.10. The risk (transport and remuneration risk) shall be transferred to the purchaser with the handover of the object of delivery to the purchaser, forwarder, carrier or other persons defined to execute the shipment, irrespective of whether with own or external means of transport. This shall also apply in case of a carriage paid delivery. If the shipment is delayed due to circumstances, for which the purchaser is responsible, the risk shall be transferred to the purchaser from the day of readiness for dispatch; however, we shall be obligated to effect the insurances demanded by the purchaser on request and at the expense of the purchaser. If Incoterms 2010 are agreed, the "EXW–Ex Works" clause shall be deemed agreed.

2.11. If the object of the contract is not picked up by the purchaser on the agreed date, if the dispatch is postponed at the request of the purchaser, if the installation and assembly is postponed at the request of the purchaser or if the purchaser does not pick up the product or the object of performance after the notification of readiness including a reminder, the purchaser shall, starting with the expiry of the agreed deadline, the notification of the readiness for dispatch or the receipt of the reminder, be charged the costs incurred from the storage and financing, however at least 0.5% of the invoice value of the deliveries and services concerned for every started month of the delayed acceptance, however in total a maximum of 5%, unless the purchaser proves lower costs. Assertion of a higher damage shall explicitly remain reserved. Upon request, we shall insure the object in the name and for the account of the purchaser. We shall however be entitled, after setting and fruitless expiry of a reasonable deadline, to dispose of the object of the contract otherwise and to supply the purchaser with another object of the contract with a reasonably extended deadline. If additional or supplementary orders are agreed, which result in a delay in the delivery/performance of the object of the contract, the aforementioned regulations shall apply accordingly.

2.12. If we withdraw from the contract due to a delay in acceptance or a delay in payment or for other reasons, for which the purchaser is responsible, we shall be entitled as per our choice to demand compensation due to non-performance irrespective of our other rights. In this case, we shall be entitled to assert 15% of the net value of the delivery/performance as lump-sum compensation irrespective of the possibility of asserting a higher actual compensation. The purchaser can prove that no damage was incurred by us or that the damage is considerably lower than the aforementioned lump-sum.

2.13. Delivered objects must be received by the purchaser irrespective of his/her rights from number 5, even if they deviate from the agreed quality only negligibly or their usability is restricted only negligibly.

2.14. If we purchase goods or services that we use for the fulfilment of our

contractual obligations vis-à-vis our customers, we carry out initial examinations or other checks only in our own interest and according to our own needs.

2.15. If an acceptance has to take place, the object of the contract shall be deemed accepted if - the delivery/performance is completed and if we also owe the installation and assembly, the installation and assembly is completed, - we have informed this to the purchaser with indication of this deemed acceptance and have requested him/her to accept, - two weeks have passed since the delivery/performance including any owed installation and assembly or the purchaser has started using the delivery/service (e.g. has commissioned the object delivered) and in this case, one week has passed since delivery/performance including any owed installation and assembly and the purchaser has failed to accept within this period for a reason other than due to a defect notified to us, which makes it impossible to use the delivery/service or significantly restricts the use of the same.

3. Prices and payment terms

3.1. The prices shall be Euro prices and shall, in the absence of a special agreement, be ex works/stock exclusive of loading, packaging and insurance. VAT in the respective statutory amount shall be added to the prices. Upon request, we shall insure the transport of the goods in the name and for the account of the purchaser.

3.2. If, in the period between the conclusion of the contract and the delivery/performance day, one or more of the following factors increase, e.g. energy costs and/or wage costs and ancillary wage costs and/or costs for raw or primary material and/or auxiliary and operating materials and/or costs for the purchase of the object of delivery, if it is purchased from sub-suppliers or upstream suppliers, we shall be entitled to adjust the prices by the amount, by which the purchase or manufacturing costs of the object of delivery have increased. However, such costs stated in sentence 1, which have reduced in the period stated in sentence 1, shall be reduced within the framework of the adjustment. In the event of a price increase, we shall present the cost increases and reductions upon demand of the purchaser as per the type and the amount. If the price increase exceeds 10% of the originally agreed price, the purchaser shall have a right of withdrawal.

3.3. Any agreed discounts or other discounts shall apply only in case of proper fulfilment of all contracts between the purchaser and us that were pending or partially not fulfilled at the time of conclusion of the contract. Discounts shall not be granted.

3.4. Cheques or bills of exchange shall be accepted only upon agreement and always on account of payment. Fees shall always be borne by the purchaser and shall be due immediately.

3.5. Without a written authority for collection, our representatives and other employees shall not be authorised to accept payments or other dispositions.

3.6. The withholding of payments or the offsetting with counter-claims of the purchaser shall not be permitted, subject to justified notices of defects in accordance

with number 3.7, unless the counter-claims are undisputed, ready for a decision or legally established.

3.7. The agreed price must be paid within 14 days from the delivery and receipt of the invoice, subject to justified notices of defect. In case of justified notices of defects, the purchaser may withhold payments to an extent that is in a reasonable proportion to the defects. If a notice of defects is unjustified, we shall be entitled to demand reimbursement of our expenses from the purchaser.

3.8. In case of a delay, we shall be entitled to demand the statutory interests and the lump-sum damage caused by delay. Assertion of further damage in case of a delay shall remain reserved. In case of a delay, all our other claims arising from other deliveries or services vis-à-vis the purchaser shall become due immediately, despite any maturity or deferral agreements.

3.9. In the event that our claim for the service in return is endangered by lack of capability of the purchaser and this danger becomes apparent to us only after conclusion of the contract, we shall be entitled, regardless of the method of payment specified in the contract, to demand payment of the purchase price prior to the delivery of the goods. If the purchaser does not fulfil this demand or if it does not provide security through a third party, we shall be entitled after the expiry of 14 days to withdraw from the contract subject to claims for compensation.

4. Retention of ownership

4.1. We shall reserve the ownership of the object of delivery (reserved goods) until the fulfilment of all claims (including all balance claims from current account as well as any refinancing or reverse bills of exchange), which we are entitled to against the purchaser now or in future for any legal reason. The adjustment of individual claims in a current invoice as well as account balancing and its recognition shall not affect the reservation of ownership. The purchaser must handle the reserved goods with care; in particular, he/she must adequately insure these goods at own costs at the original value against fire, water and theft damage. If maintenance and inspection work is required, the purchaser must regularly carry out this work at his/her own cost. The purchaser must report any damage or destruction of the goods without delay.

4.2. The treatment or processing of the reserved goods shall take place for us as manufacturer within the meaning of § 950 BGB without placing us under obligation. The treated or processed goods shall be considered as reserved goods within the meaning of number 4.1. In case of processing, blending and mixing of the reserved goods with other goods that do not belong to us by the purchaser, we shall be entitled to co-ownership of the new object in the proportion of the invoice value of the reserved goods to the invoice values of the otherwise used goods. If our ownership expires as a result of processing, blending or mixing, the purchaser shall, with immediate effect, transfer to us the property rights regarding the new stock and the object, to which he/she is entitled, that correspond to the invoice value of the reserved goods. The purchaser shall maintain the (co-)ownership for us free of

charge. Our co-ownership rights shall apply to the reserved goods within the meaning of number 4.1.

4.3. The purchaser may only sell the reserved goods in the ordinary course of business at customary conditions and as long as he/she has not defaulted, provided that the claims resulting from the resale are transferred to us according to numbers 4.4 to 4.6. He/she shall not be entitled to dispose of the reserved goods otherwise.

4.4. The purchaser shall assign the claims resulting from the resale or other legal grounds (e.g. insurance, unlawful act) with respect to the reserved goods (including all balance claims from current account) fully to us with immediate effect. They shall serve the purpose of securing our claims to the same extent as the reserved goods according to number 4.1. If the reserved goods are sold by the purchaser together with other goods that have not been sold by us, the claim resulting from the resale shall be assigned to us in the proportion of the invoice value of the reserved goods to the invoice values of the other goods used. In case of the sale of the goods, of which we are co-owners in accordance with number 4.2, an appropriate part corresponding to our co-ownership share shall be assigned to us. If the reserved goods are used by the purchaser to perform a service contract, the claim from the service contract shall be assigned to us to the same extent in advance. We hereby accept the aforementioned assignments.

4.5. The purchaser shall be entitled to collect claims resulting from the resale. This authority to collect shall expire in the event that it is revoked by us. We shall make use of our right of revocation only if we become aware of circumstances, which result in a considerable deterioration in the purchaser's financial situation that jeopardises our claim for payment, in particular in case of default of payment, non-payment of a bill of exchange or cheque or an application for the opening of insolvency proceedings. Upon our demand, the purchaser shall be obligated to immediately inform his/her customers about the assignment to us and to provide us with the documents required for collection.

4.6. If the contractual regulations of the third-party debtor with the purchaser contain an effective restriction of the assignment authority or the third party makes the assignment conditional on its approval, we must immediately be informed about this in writing. In such a case, we shall herewith be irrevocably authorised according to the above number 4.5 to collect the claim, to which we are entitled, in the name and for the account of the purchaser. At the same time, the purchaser shall herewith issue an irrevocable payment instruction to the third-party debtor in our favour. The purchaser must inform us without delay about any seizure or other damage by third parties. The purchaser shall bear all costs that are necessary to reverse the seizure or for return transport of the reserved goods insofar as these are not reimbursed by third parties.

4.7. If the realisable value of the securities in place for us consistently exceeds all our claims by more than 20%, we shall be under obligation at the request of the purchaser or of a third party affected by our over-securing to release securities at our discretion.

4.8. If the purchaser violates obligations, in particular in case of default of payment, we can withdraw from the contract while adhering to legal provisions – irrespective of further claims for compensation. In this case, the purchaser must surrender and assign claims for restitution. We shall be entitled to enter the purchaser's facility for the purpose of taking back the reserved goods. The same shall apply if other circumstances occur, which point to a considerable deterioration in the purchaser's financial situation and seriously jeopardise our claim for payment.

5. Material defects and defects of title

5.1. Documents or information about the object of delivery or performance and the intended use (e.g. drawings, illustrations, dimensions, weights, practical values and other performance data) irrespective of whether these have been expressly agreed upon in writing, shall merely constitute descriptions or identifications and no guarantees, warranted characteristics, contractually required use or similar, and must be considered as approximate. We shall reserve the right to make deviations that are customary in this sector insofar as this is acceptable to the purchaser, i.e. in particular if this maintains or improves the value of the goods. Our drivers or external drivers shall not be authorised to accept notices of defect. In any case, notices of defect after treatment or processing shall be excluded insofar as the defect was ascertainable during the inspection in the delivered condition.

5.2. The purchaser must inspect the goods thoroughly without delay upon receipt as long as they are in the delivered condition, or during the pick-up, and give written notices of defect without delay, at the latest in one week after the receipt of the object of delivery. In case of non-compliance with the notification period, the assertion of warranty claims and claims for defects shall be excluded and the delivery or performance shall be deemed approved. If such a defect (hidden defect) is detected later, the purchaser must notify us immediately upon discovery of the hidden defect; otherwise, the above sentence 2 shall apply accordingly. The timely dispatch by the purchaser shall be sufficient for the timeliness of the notification. The defective objects must be kept for inspection by us in the condition they were in when the defect was discovered. Excess and short weights/deliveries within the customary limits shall not authorise to lodge complaints and to reduce prices.

5.3. Rights regarding material defects shall become time-barred in 12 months, at the latest however after 2,500 operating hours (if the operating hours can be determined), insofar as these deal with newly produced objects or services. This shall not apply if the law pursuant to § 438 para. 1 no. 2 (construction and items for construction), § 479 para. 1 (right of recourse) and § 634 a para. 1 no. 2 (defects in construction) BGB prescribes longer periods. In case of the delivery of used goods, any kind of rights regarding material defects shall be excluded - subject to statutory provisions and other agreements. The reduced statute of limitations and the exclusion of liability shall not apply in cases of intentional or grossly negligent injury to life, limb or health, in case of an intentional or grossly negligent violation of an obligation, in case of fraudulent concealment of a defect, in case of an applicable warranty about the condition or in case of claims pursuant to the Product Liability

Act. The legal regulations about the start, course, stoppage and restart of periods of limitation shall remain unaffected, unless otherwise agreed. The course of the warranty period shall be interrupted during subsequent performance. In addition, the execution of warranty work shall not cause an extension of the warranty, provided that no special circumstances arise that cause the limitation period to be restarted. Even a precautionary replacement of equipment parts shall regularly take place only to rectify reprimanded defects and without acknowledgement of the warranty claim in any other way within the meaning of § 212 para. 1 no. 1 BGB.

5.4. In case of material defects, we must initially be granted the opportunity for subsequent performance within a reasonable period at our discretion - subject to § 478 BGB - either by way of rectifying the defect or by delivering a defect-free item. In the latter case, the purchaser must return the defective item at our request in accordance with the statutory provisions. If the subsequent performance fails or if we ultimately and seriously refuse the subsequent performance or if we can refuse the subsequent performance pursuant to § 439 para. 3 BGB or if the subsequent performance is unacceptable to the purchaser or there is a case of § 323 para. 2 BGB, the purchaser can withdraw from the contract or reduce the service in return - irrespective of any claims for compensation in accordance with number 6. The purchaser shall allow us the required time and opportunity to ensure the execution of all necessary repairs and replacements at our reasonable discretion; otherwise, we shall be released from the liability for defects. Only in urgent cases concerning danger or operational safety and to fend off disproportionately large damage, about which we must be informed immediately, or if we have defaulted with the rectification of a defect, the purchaser shall have the right to rectify the defect by himself/herself or have it rectified from a third party and demand reimbursement of the necessary costs from us.

5.5. Subject to § 478 BGB, defect rights shall not apply in case of merely insignificant deviations from the agreed condition, in case of a merely insignificant impairment of the usability, in case of natural wear or damage that occurs after the passing of risk as a result of defective or negligent handling or storage, excessive use, unsuitable operating equipment, faulty work or that arises as a result of particular external influences, which are not presumed in accordance with the contract. If improper alterations or maintenance work is carried out by the purchaser or a third party, no defect rights shall apply for these and for the consequences of such actions. EC declarations of conformity issued by us, manufacturer's declarations or other declarations given in this connection and documents handed over shall lose their validity if changes not approved by us were made to the product and/or safety devices were altered or made ineffective.

5.6. Rights of recourse of the purchaser against us pursuant to § 478 BGB (recourse of the contractor) shall apply only insofar as the purchaser has not entered into any agreements with his/her customer that go beyond the statutory claims for defects. The scope of the purchaser's right of recourse against us pursuant to § 478 para. 2 BGB shall be subject to number 5.7 below.

5.7. Claims of the purchaser due to the expenses incurred for the purpose of

subsequent performance, particularly transport, travel, labour and material costs, shall be excluded, if the expenses increase because the object of delivery has subsequently been transferred to a place other than the purchaser's branch, unless the transfer corresponds to its intended use.

5.8. Costs for the removal of defective deliveries and the installation of replacement deliveries shall not be borne by us, unless they represent rights of recourse of the purchaser against us pursuant to § 478 BGB, we are liable according to number 6 or we were originally obligated for the installation.

5.9. Complaints regarding partial deliveries shall not entitle to refuse the outstanding deliveries, unless the purchaser is not interested in the latter due to the defects in the partial deliveries.

5.10. We shall not assume any liability for claims for defects to warrant that the object of delivery complies with provisions outside the territory of the Federal Republic of Germany, which go beyond the German provisions.

5.11. The regulations in numbers 5.1 to 5.10 shall apply accordingly if there are defects in title.

6. Claims of the purchaser in case of a delay in delivery, impossibility and other violations of obligations as well as limitation of liability

6.1. Any claims for compensation of the purchaser due to a delay in delivery, impossibility of delivery or for other legal reasons, particularly due to a violation of obligations from the contractual relationship and from unlawful acts, shall be excluded unless anything to the contrary results from numbers 6.2 to 6.8. This shall also apply for claims of the purchaser for reimbursement of expenses.

6.2. The above exclusion of liability shall not apply

- a) in cases of intent or gross negligence,
- b) for damages from an injury to life, limb or health, which are based on a negligent violation of an obligation by us or an intentional or negligent violation of an obligation by one of our legal representatives or one of our vicarious agents,
- c) for claims pursuant to the Product Liability Act,
- d) in accordance with other mandatory legal provisions or
- e) as a result of a violation of key contractual obligations, for which we are responsible.

However, a claim for compensation regarding the violation of key contractual obligations shall be limited to foreseeable and direct damage that is customary in such contracts, unless there is intent or gross negligence, or liability is applicable due to a negligent or intentional injury to life, limb or health. Fundamental contractual obligations shall refer to obligations, whose fulfilment enables the proper execution of the contract and the observance of which the purchaser may regularly rely on; these shall particularly include the obligation for timely delivery/performance and installation, the freedom from defects, which impair the functionality of the object of the contract or its suitability for use more than only insignificantly, as well as

consulting, protection and care obligations, which should enable the purchaser to use the delivery/performance according to the contract or aim at protecting the life or limb of the personnel and customers of the purchaser or protecting its property from significant damage. Foreseeable and direct damage that is customary in such contracts shall refer to damage, which we have foreseen or should have foreseen under consideration of the circumstances, which we knew or had to know, at the time of conclusion of the contract as possible direct consequence of a realised violation of the contract. Indirect damage and consequential damage caused as a result of defects in the delivery/performance, shall be eligible for compensation only insofar as such damage is typically expected in case of proper use of the delivery/performance. In case of a liability for minor negligence, our obligation to compensate for property damage and other financial losses resulting from it shall be limited to an amount of € 5 million per event of damage (according to the current sum insured of our product liability insurance or third party liability insurance), even if this deals with a violation of key contractual obligations. The aforementioned regulations shall not constitute an amendment of the statutory burden of proof to the detriment of the purchaser.

6.3. The aforementioned exclusion and limitation of liability shall apply to the same extent in favour of our bodies, legal representatives, employees and other vicarious agents.

6.4. Insofar as the purchaser is entitled to claims for compensation or reimbursement of expenses as a result of defects in accordance with the aforementioned numbers 6.1 to 6.3, these shall become time-barred upon expiry of the periods of limitation that apply to claims for material defects according to the aforementioned number 5.3. The statutory limitation provisions shall be applicable in case of claims for compensation pursuant to the Product Liability Act.

6.5. The aforementioned exclusions or limitations of liability shall not apply insofar as a more stringent liability is stipulated in the contract or a more stringent liability can be derived from the other content of the contractual obligation, particularly from the assumption of a warranty or a supply risk.

6.6. The purchaser may not demand compensation instead of the performance if the violation of an obligation on our part is insignificant.

6.7. Insofar as we provide technical information or act as a consultant and this information or consultancy does not belong to the contractually agreed scope of services owed by us, this shall be carried out free of charge and under the exclusion of any liability, unless there is gross negligence or intent.

6.8. Irrespective of the aforementioned restrictions, any legally existing right of the purchaser to withdraw from the contract shall remain unaffected. In case of violations of obligations, which do not consist in a defect in the goods, it shall however be necessary that we are responsible for such a violation of an obligation.

7. Installation and assembly

7.1. The purchaser must ensure in a timely manner and at own costs that all on-site preparatory work has been carried out properly and in time at the place of installation or assembly, that operating power, water and heating including the necessary connections up to the place of use are functionally available, that sufficient and appropriate space is available for the storage of machine parts, etc. and that protective clothing and protective equipment, which is necessary as a result of specific circumstances at the assembly site and is customary for our sector, is available.

7.2. The purchaser must provide us with the necessary information about the position of concealed electricity, gas and water lines and similar systems as well as the required structural information spontaneously in good time before commencement of the assembly work.

7.3. If the installation and assembly including the commissioning is delayed due to circumstances, for which the purchaser is responsible, it must, besides the regulations stipulated in number 2.11., additionally bear the costs for the waiting period and further necessary travels of the assembly personnel to the reasonable extent, irrespective of further claims. If no regulations about the calculation for installation and assembly are stipulated in the agreement made, the following shall apply: The purchaser shall reimburse to us the charge rates that are usual at the time of placing of the order for working hours and surcharges for overtime, night work, work on Sundays and holidays, for work in difficult circumstances as well as for planning and monitoring. Preparation, travel and operating times as well as feedbacks shall be invoiced according to the actual expenses. The same shall be applicable for travel costs, costs for the transport of tools and personal luggage as well as the allowances for the working hours, for rest days and holidays.

8. Know-how, industrial property rights and confidentiality

8.1. Models, dies, stencils, samples, tools, drawings, trademarks, other dyes and cost estimates, as well as confidential information (hereinafter referred to as "know-how"), which have been provided to the purchaser by us or which have been fully or proportionately paid for by us, may be made accessible to third parties only with our prior explicit written consent. Without our prior written consent, the purchaser may also not use the know-how for in-house production of products or provision of own deliveries/services.

8.2. We shall remain owners of the industrial property rights, particularly with regard to patents, trademarks, designs, services, manufacturing processes including all technical documents and information as well as all business and trade secrets, as well as the know-how referred to in number 8.1, which have been provided in connection with the negotiation and/or processing of the respective contract.

8.3. The purchaser must observe strict confidentiality about all received illustrations, plans, drawings, permissions, execution instructions, product descriptions and other

documents and information (hereinafter referred to as “Information”), unless these are or become generally known. We shall reserve all property rights and copyrights related to them. This information may be disclosed to third parties only with our prior express consent. This confidentiality obligation shall also apply after the processing of the respective delivery contract for a period of five years from the end of the respective contract.

8.4. The purchaser shall bear the sole responsibility to ensure that the execution of his/her order vis-à-vis third parties does not violate third-party rights, patents, utility models, trademarks, endowments and other copyrights.

8.5. The purchaser must return the know-how and information, which it has received from us, to us at own costs after the processing of the contracts or in the event of non-establishment of a contract and, if this is not possible, it must delete or to destroy the same.

9. Software and license

9.1 If delivery and licensing of the software created by us is part of the object of the contract, the delivery of the software shall contain the machine programme and the user manual.

9.2 The purchaser must create all technical and spatial conditions for the installation in advance and create an access for us to the respective premises.

9.3 Our software shall be protected. We as licensor shall grant the purchaser as licensee a non-exclusive, temporally unlimited right of use of the software provided. This right of use shall be limited to the respective purchased version of the software, i.e. new versions must be licensed anew. Moreover, the right of use shall be limited to the number of licenses specified in the respective order and to the locations or networks specified there. The use shall be limited to internal purposes of our contractual partner.

9.4 Further rights of use and exploitation shall not be granted to the contractual partner as a licensee. Forwarding of the license to third parties without our prior written consent shall be excluded.

9.5 If no contract has been made for software maintenance, updates shall take place only for the purpose of troubleshooting for the period of the liability for defects (refer to number 5) at irregular intervals.