

# General terms and conditions

for delivery and performance

of

**DEGERenergie GmbH**  
**Industriestraße 70**  
**72160 Horb am Neckar**

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## I. General conditions

### 1. Area of applicability

Our **GENERAL TERMS AND CONDITIONS** apply exclusively. As far as these do not contain regulations, the law applies. We do not recognise conditions that are contradictory or deviating from our **GENERAL TERMS AND CONDITIONS** or from the law to our disadvantage, unless we would have expressly agreed to their applicability in writing. Our **GENERAL TERMS AND CONDITIONS** also apply if our contractual performances or deliveries are rendered unreservedly in knowledge of the contractual partner's conditions deviating from the law that are contradictory to our **GENERAL TERMS AND CONDITIONS** or to our disadvantage.

Our **GENERAL TERMS AND CONDITIONS** also apply for all future business with the contractual partner.

Our **GENERAL TERMS AND CONDITIONS** only apply toward companies, legal entities of public law or public separate estates in the sense of § 310 Sec. 1 BGB (German Civil Code).

### 2. Proposals and estimates, retroactive changes to the contractual content

Our proposals and estimates are - insofar as they are not expressly designated as firm - non-binding and subject to change.

We retain all rights to all proposal and contractual documentation, particularly designs, drawings, figures, etc., as well as samples, models and prototypes insofar as they are not conceded according to the sense and purpose of the contract or because of expressed agreement of the contractual partner. Proposal documentation, as well as samples, models and prototypes must be immediately returned upon our request if the order is not awarded to us. The contractual partner cannot make a right of retention applicable in this regard.

We endeavour to accommodate requests for change by the contractual partner after conclusion of contract in regard to the contractual deliveries and/or performances, insofar as this is reasonable to us in the scope of our operational capability.

As far as examination of the possibility for change or the effects that the actual implementation of the changes have on the contractual service arrangements (payment, time limits, etc.), a written adjustment of the contractual regulations must be immediately carried out.

For a necessary examination of whether, and on what conditions the desired change can be implemented, we may likewise request an appropriate payment, insofar as we have notified the contractual partner of the necessity of the examination and they have issued a corresponding examination order.

### 3. Prices, conditions of payment, subsequent performance reservation

We reserve the right to increase our prices accordingly if cost increases for which we are not responsible arise after the conclusion of contract, particularly for the reason of labour agreements or changes in material prices. We will verify these with the contractual partner on request.

Our prices are, subject to special agreement, understood **ex factory** excluding postage, shipment, freight, packing, insurance. The value-added tax is additionally invoiced in each case at the legally prescribed amount.

Payments by the contractual partner are due immediately and without deduction, subject to special agreements. The deduction of early payment discount requires special written agreement. The contractual partner enters into default, without additional explanations on our part, ten days after the due date, as long as they have not paid. Apart from that, the legal provisions apply for the consequences of default of payment.

**We are entitled to demand appropriate down payments plus the legal amount of value-added tax accounted for it.**

Drafts and cheques are only accepted for payment, drafts only with prior written agreement. The discount, the actual expenses and the costs arising in connection with the collection of the draft and cheque amount must be borne by the contractual partner and are due immediately for payment. Fulfilment is only affected with the redemption of the cheque or draft and our release of any liability.

Rights of set-off are only entitled to the contractual partner if their counterclaims are determined to be legally valid, undisputed or recognised. The contractual partner is only authorised to exercise a right of retention insofar as their counterclaim is based upon the same contractual relationship.

**4. Time of delivery or performance, delays in delivery or performance for which we are not responsible, delay of delivery or performance, impossibility, delay in acceptance, injury of duty to cooperate**

The times of delivery and/or performances indicated are only firm deadlines if they are expressly specified as such.

The adherence to obligations of delivery and/or performance, particularly delivery times, presupposes:

- the timely and orderly fulfilment of any obligations of the contractual partner to cooperate, particularly the admission of documentation and information to be delivered by the contractual partner;
- the clarification of all technical details with the contractual partner;
- the admission of agreed-upon down payments or the opening of an agreed-upon letter of credit;
- the presentation of any necessary authorisations and licences from the authorities.

The exception of the unfulfilled contract remains reserved.

**Delays in delivery or performance for which we are not responsible:**

We are not responsible for delays in delivery or performance - unless a procurement risk or a guarantee was accepted as an exception in regard to the observance of the period of time or deadline - for reasons following delivery and performance obstacles, which also applies accordingly if these obstacles arise with our suppliers or their subcontractors:

Circumstances of a higher power as well as delivery and performance obstacles,

- that arise after conclusion of contract or only becomes known to us after conclusion of contract through no fault of our own, and
- with respect to their proof being provided by us, that they could also be neither anticipated by us through the necessary care and nor be averted, and insofar as acceptance, precaution and prevention faults do not apply to us.

Included under the above-mentioned conditions - occurrence or only becoming aware, through no fault of our own, of circumstances proven by us to be unforeseeable and unavoidable - in particular are:

legitimate measures of labour dispute (strike and lockouts); operational disturbances; raw material shortfalls; fallout of operational and auxiliary supplies.

Damage claims of the contractual partner are excluded with delivery and performance delays in the sense of Numeral 4.3.1.

With an irrevocable delivery and performance obstacle in the sense of Num. 4.3.1, each contractual party is entitled to immediate termination of contract through withdrawal in accordance with the legal provisions.

With a temporary delivery and performance obstacle in the sense of Num. 4.3.1 we are entitled to postpone deliveries and performances by the length of the obstruction plus an appropriate lead time. If we demonstrate an unacceptable delivery and performance restriction to the contractual partner, we are entitled to withdrawal from the contract. The contractual partner is entitled to a right of withdrawal under the preconditions of the subsequent Numeral 4.5.

§ 323 Sec. 4 BGB finds corresponding application on our right of withdrawal. In regard to the contractual partner's right of withdrawal, the regulations according to § 323 Sec. 4-6 BGB apply. § 326 BGB and the references there apply accordingly for the legal consequences of the withdrawal; deliveries and performances of the contractual partner that are already performed and not owed can be reclaimed by them according to the measures of §§ 346 - 348 BGB .

**4.4 Delays in delivery or performance for which we are responsible:**

We are liable for delivery or performance delays for which we are responsible according to the legal provisions with the following limitation of liability of the amount according to:

**4.4.1. Damages in addition to the performance (§ 280 Sec. 2 in combination with (§ 286 BGB):**

If no deliberate or grossly negligent conduct on our part or that of our legal representatives or vicarious agents is present, we owe, for each completed week of delay, a lump sum compensation for delay in the amount of 0.5 % of the net invoice amount of the deliveries or performances affected by the delay, however altogether a maximum in the amount of 5 % of the net invoice amount. With grossly negligent conduct on our part or that of our legal representatives or vicarious agents, our liability for a claim is limited to the foreseeable, typically arising damages.

**4.4.2. Damages instead performance (§ 281 BGB):**

Our liability is limited to the foreseeable, typically arising damages, unless the delay in delivery or performance is based on deliberate or grossly negligent breach of contract for which we, our legal representatives or vicarious agents are responsible.

**4.4.3. Preceding liability limitations do not apply,**

- as long as the contractual partner has bound the continuance of their interest in further business to the timeliness of the performance in the contract (firm deal);
- as long as the contractual partner is entitled, as a result of a delivery delay for which we are responsible, to assert that their interests in the contractual fulfilment are discontinued.
- if, by way of exception, we have expressly accepted a procurement risk or a guarantee in regard to the period of time or adherence to a deadline.

**4.5. If we can furnish proof that we are not responsible for the delay, the contractual partner is only entitled to a right of withdrawal,**

- if they have bound the continuance of their interest in further business to the timeliness of the performance in the contract (firm deal) or
- they show that their interest in further business has ceased or the perpetuation of the contractual relationship is unreasonable for them as a result of the delivery or performance delay .

Apart from that § 323 Sec.. 4 – 6 BGB finds application. The legal regulations are authoritative for the legal consequences of the withdrawal (§§ 346 ff. BGB).

**4.6. In the case of the impossibility of our deliveries or performances we are liable in accordance with the legal provisions with the following limitation of our liability to the amount depending on:**

If no intent or gross negligence is present on our part, or that of our representatives or vicarious agents, our liability for damages and for compensation of unavailing expenditures is limited to a total of 20 % of the net invoice amount of our deliveries and performances; with grossly negligent conduct to the foreseeable, typically arising damages. This limitation of liability does not apply if we have, by way of exception, accepted a procurement risk.

**The legal right of the contractual partner to withdrawal from the contract with impossibility of our deliveries or supplies remains unaffected.**

**4.7. We are entitled to partial deliveries or performances in a reasonable amount for the contractual partner.**

**4.8. If the contractual partner comes into delay - even with eventual partial deliveries - with the acceptance or inspection at the place of fulfilment, the retrieval or the release of the goods, the delivery is delayed in another way for reasons for**

which the contractual partner is responsible or if they have culpably breached other obligations to cooperate, then we are - irrespective of extensive legal claims - entitled to demand the damages accruing to us in this respect, including any additional expenditures. Extensive claims remain reserved.

## 5. Transfer of danger, insurance

- 5.1. If international sales law finds application with our deliveries, the risk of incidental loss or of an incidental deterioration transfers over to the contractual partner as soon as the delivery has been handed over to the person specified for the retrieval or the achievement of the delivery, however at the latest upon departure from our factory. **This also applies for any deliveries that have taken place, on the basis of special agreement, by one of our vehicles or carriage and packing prepaid and also in the cases in which we have assumed assembly, commissioning or other performances with the contractual partner.**
- 5.2. With delay in acceptance, inspection, call or retrieval on the part of the contractual partner or delay of our deliveries or performances for reasons for which the contractual partner is responsible, the risk of incidental loss or an incidental deterioration transfers over to the contractual partner at the point in time in which the equipment was delayed and in which the deliveries or performances could have taken place with dutiful conduct of the contractual partner as agreed upon.
- 5.3. At the request of the contractual partner the deliveries will be insured at their own expense upon transfer of risk against theft, breakage, fire, water and transport damages as well as other insurable damages.

## 6. Retention of ownership

- 6.1. We reserve the ownership of the delivery items until the admission of all payments from the business relationship with the contractual partner. The retention of ownership also extends to the recognised account balance, as long as we book receivables toward the contractual partner in an open account (reservation on an open item basis). If a bill guarantee is established for the effectuation of payments to be procured to us for the delivery with retention of ownership, the retention of ownership does not lapse prior to the lapse of our bill guarantee; with agreement on the cheque procedure with the contractual partner the retention also extends to the payment of the cheque accepted by us from the contractual partner and does not lapse with the credit note of the cheque received by us.
- 6.2. The contractual partner is entitled to resell the delivery with retained ownership in the normal course of business; however they will immediately assign all receivables that accrue from the resale to their customer or third party in the amount of the final invoice total (including value-added tax) of our claims. If the contractual partner enters the receivables from a resale or delivery with retained ownership into an existing open account relationship with their customer, then the open account receivable in the amount of the recognised balance is surrendered; the same applies for the "causal" balance in the case of the insolvency of the contractual partner. The contractual partner is also authorised for recovery of assigned receivables after their assignment. Our authority to personally recover the receivables remains - subject to the legal insolvency regulations - unaffected thereof; however we are obligated to not recover the receivables insofar as the contractual partner has not injured their contractual duties, particularly if their obligations to pay are properly complied with, equipment does not enter into delay of payment, as well as no request is placed for the opening of an insolvency procedure or bankruptcy is in existence.  
Transfer by way of security or pledging as collateral are not covered by the contractual partner's power of sale.
- 6.3. With expiry of our obligation according to the preceding Num. 6.2 to not recover the receivables personally, we are - subject to the legal insolvency regulations - entitled to cancel the power of resale and take back the delivery with retained ownership and/or demand the assignation of the rights to possession of the contractual partner toward third parties. In the retraction of the reserved goods on our part, there is a withdrawal from the contract.  
We may - subject to the legal insolvency regulations - utilise the delivery with retained ownership from the above-mentioned reasons after prior warning and after appropriate fixing of a time limit; the proceeds of the utilisation should be offset - less appropriate costs of realisation - against the debts of the contractual partner.  
With the preconditions that entitle us to the cancellation of the contractual partner's right of resale, we can also cancel the authority to collect and demand that the contractual partner makes all assigned receivables and their debtors known to us, provides all information necessary for collection, hands over the documentation for this purpose and informs the debtors (third parties) of the transfer.
- 6.4. The contractual partner must immediately inform us in writing in the case of damages or loss of the delivery with retained ownership, as well as change of ownership and domicile. This applies analogously with seizures or other interventions of third parties so that we can raise complaints in accordance with § 771 ZPO (Code of Civil Procedure). As long as the third party is not in position to reimburse us the judicial and extrajudicial costs of a complaint in accordance with § 771 ZPO, the contractual partner is liable for the shortfalls that we accrue. If the release of the delivery with retained ownership is achieved without legal procedure, the contractual partner can also be charged for the costs arising thereof, likewise for the costs of the retrieval of the seized delivery with retained ownership.
- 6.5. The processing or conversion of the delivery with retained ownership by the contractual partner is always done for us. If the delivery with retained ownership is processed with other items not belonging to us, then we acquire the co-ownership of the new item in the proportion of the value of the delivery with retained ownership (final invoice amount including value-added tax) to the values of the other processed items at the time of the processing or conversion. Incidentally, the same applies for the item arising from processing and/or conversion as for the delivery with retained ownership. The contractual partner retains a remainder right to the item resulting from the processing and/or conversion granted corresponding to their remainder right to the delivery with retained ownership.
- 6.6. If the delivery with retained ownership is inseparably mixed or combined with other items not belonging to us, then we acquire the co-ownership of the new item in the proportion of the value of the delivery with retained ownership (final invoice amount including value-added tax) to the values of the other mixed or combined items at the time of the mixture or combination. If the mixture or combination takes place in a manner that the contractual partner's item is regarded as the primary item, then it applies as agreed that the contractual partner transfers proportional co-ownership to us. The contractual partner holds the sole ownership or the co-ownership in safekeeping for us.
- 6.7. With the resale of our delivery with retained ownership after processing or conversion the contractual partner immediately assigns their claims for compensation to us by way of security in the amount of the final invoice amount of our receivables (including value-added tax).  
If we have, on the basis of the processing and/or conversion or the mixture and/or combination of the delivery with retained ownership, only acquired co-ownership with others according to the preceding Num. 6.5 or 6.6, the claims for compensation of the contractual partner are only assigned to us in the proportion of the final amount billed by us, including value-added tax, to the final invoice amounts of the other items not belonging to us in advance.  
Apart from that the preceding Num. 6.2 through 6.4 apply accordingly for the receivables assigned in advance.

- 6.8. If the retention of ownership or the assignment is not valid according to foreign law, in whose jurisdiction our delivery with retained ownership is found, the provision of security corresponding to retention of ownership and the assignment in this field of law applies as agreed-upon.  
If cooperation of the contractual partner is necessary for the accrual of such rights, they are obligated on our request to take all measures that are necessary for the justification and maintenance of such rights.
- 6.9. The contractual partner is obligated to carefully handle and repair the delivery with retained ownership at their own expense; the contractual partner is obligated, in particular, to sufficiently insure the delivery with retained ownership at for replacement value at their own expense and for our benefit against theft, robbery, burglary and fire and water damages. The contractual partner immediately assigns all insurance claims resulting thereof to us in regard to the delivery with retained ownership. We accept the assignment.  
In addition the applicability of our fulfilment and/or damage claims remains reserved.
- 6.10. The contractual partner also assigns their receivables toward to us, which arise through the combination of the delivery with retained ownership with property towards a third party for provision of security of our receivables.
- 6.11. We are obligated, at the request of the contractual partner, to release the appertaining securities as the realisable value of our securities exceeds the receivables to be secured by more than 10%; the choice of securities to be released resides with us.

## 7. Acceptance

- 7.1. If law for contracts on work and services finds application on our deliveries or performances, the contractual partner is obligated, according to our choice, to written preliminary acceptance in our facility and/or written acceptance in their factory, as soon as the completion of the delivery item and/or any agreed-upon operational assembly has been indicated to them or this has taken place with any contractually designated testing.  
The acceptance cannot be refused by reason of extraneous defects.  
The acceptance applies as having taken place if the contractual partner does not accept our deliveries or performances within an appropriate time period determined by us, although they are obligated to do so.
- 7.2. With the acceptance, our liability for obvious faults is not applicable, as long as the contractual partner has not reserved their applicability with the acceptance.
- 7.3. If testing is agreed upon, the contractual partner is obligated to test the functions of the delivery item for the prescribed period of time. Along with the function, these tests must include technical safety inspection so that the applicable guidelines for the respective industry, like VDE, Machine Safety Law, etc. are fulfilled.
- 7.4. We can also demand the implementation of partial acceptances, as long as no factual reasons are conflicting and this is reasonable for the contractual partner.

## 8. Specification of performance, liability for defects

- 8.1. **The properties detailed in our specifications of performance comprehensively and conclusively determine the characteristics of our deliveries and performances. In cases of doubt, the specifications of our deliveries and performances are the subject of specification agreements and not guarantees or warranties. In cases of doubt, explanations on our part in combination with the contract incorporate no guarantees or warranties in the sense of an intensification of liability or acceptance of a special obligation to meet claims. In cases of doubt, only expressly written explanations on our part in regard to the rendering of guarantees and assurances are authoritative.**
- 8.2. No guarantee for damages is accepted for the following reasons: inappropriate or improper use or operation, improper assembly by the contractual partner or third parties, natural wear, improper or careless handling, inappropriate equipment, faulty construction work, inappropriate foundation, substitute materials, chemical, electrochemical or electrical influences (as long as we are not responsible for them), changes or maintenance work on the part of the contractual partner or third parties that are inappropriate and undertaken without our prior approval.
- 8.3. Claims for defects by the contractual partner do not exist with insignificant deviation of the agreed-upon specifications or with only insignificant impairment of the usability of our deliveries and/or performances.
- 8.4. The warranty rights of the contractual partner require that they have complied with their inspection and reproof obligations in an orderly manner in accordance with § 377 HGB (German Commercial Code).
- 8.5. As long as a defect is present, we are entitled to subsequent improvement in the form of a remedy of defects or delivery of a new, fault-free item, according to our choice. Should one of the two or both types of subsequent fulfilment be impossible or unreasonable, we are entitled to refuse them.  
We can also refuse the subsequent fulfilment insofar as the contractual partner does not fulfil their obligations of payment to us in an amount that corresponds to the fault-free part of the rendered performance.  
We are obligated to bear all necessary expenditures for the purpose of subsequent fulfilment, in particular transport, toll, work and material costs, so long as they do not increase because the delivery was passed to another location than the place of fulfilment, unless the transfer corresponds to proper use.  
We are also entitled to have the remedying of defects carried out by third parts. Replaced parts become our property.
- 8.6. With impossibility or failure of the subsequent fulfilment, culpable or unreasonable delay or serious and irrevocable refusal of the subsequent fulfilment on our part or unreasonableness of the subsequent fulfilment for the contractual partner, they are entitled, according to their choice, to either decrease the purchase price correspondingly (reduction) or withdrawal from the contract (withdrawal).
- 8.7. As long as nothing else arises from Num. 8.8 and Num. 8.9, additional claims of the contractual partner in connection with defects of our deliveries and performances, regardless of what legal grounds, (in particular damage claims because of faults and breaches of duty, tortious claims to compensation of property damages, as well as claims to reimbursement of expenses) are excluded; this applies in particular for claims from damages beyond the delivery item, e.g. to other items of the contractual partner, as well as for the claim to compensation of lost profit.
- 8.8. The exclusion of liability from the preceding Num. 8.7 does not apply:
- 8.8.1. For damages from injury to life, body or health, that are based on a culpable breach of duty on our part, that of our legal representatives or our vicarious agents;
- 8.8.2. for the obligatory liability according to the Product Liability Act;
- 8.8.3. in the case of the malicious concealment of a defect, with acceptance of a guarantee or with warranty of a quality, if our liability is caused by a defect comprised thereof;
- 8.8.4. with culpable injury of a significant contractual duty or a "cardinal duty" by use, our legal representatives or our vicarious agents; as long as no deliberate or grossly negligent breach of contract is present, the liability for a claim is, however, limited to the foreseeable, typically arising damages;

- 8.8.5. for another claim by the contractual partner for compensation for damages instead of performance, for which we, our legal representatives or our vicarious agents are responsible; as long as no deliberate or grossly negligent breach of contract is present, the liability for damages is, however, limited to the foreseeable, typically arising damages;
- 8.8.6. for other damages that are based on deliberate or grossly negligent breach of duty on our part, that of our representatives or vicarious agents; as long as no deliberate breach of contract is present, the liability for damages is, however, limited to the foreseeable, typically arising damages.
- 8.9. For the case of the reimbursement of expenses Num. 8.8. applies accordingly.
- 8.10. **The legal regulations over the burden of proof remain unaffected by the preceding regulations of Num. 8., particularly Numerals 8.7. through 8.9..**

#### **9. Liability for accessory obligations**

If the delivered item cannot be used according to contract based on a fault of ours, that of our legal representatives or our vicarious agents as a result of neglected or improper implementation of recommendations and consultations prior to the conclusion of contract, as well as other contractual accessory obligations (in particular instructions for operation and maintenance of the delivery item), the preceding regulations of Num. 8.7. through 8.10. apply accordingly under exclusion of additional claims of the contractual partner.

#### **10. Joint liability, withdrawal of the contractual partner**

- 10.1. The following regulations apply for claims of the contractual partner beyond the liability for defects. Legal or contractual rights and claims to which we are entitled should be neither excluded nor limited.
- 10.2. For the liability for damages - subject to the specially regulated liability because of delay (Numeral 4.4.) and impossibility (Numeral 4.6.) - the regulations of preceding Numerals 8.7. and 8.8. apply accordingly. An extended liability for damages is - without consideration of the legal nature of the applicably made claim - excluded. This applies in particular for claims for damages apart from the performance and damages instead of performances based on breaches of duty as well as for tortious claims to damages of property according to § 823 BGB.
- 10.3. The limitation according to Num. 10.2 also applies as long as the contractual partner demands expenditures.
- 10.4. A fault of our legal representatives and vicarious agents should be billed to us.
- 10.5. The legal regulations over the burden of proof remain unaffected.
- 10.6. As far as the liability toward us is excluded or limited, this applies in regard to the personal liability for damages of our staff, workers, employees, representatives and vicarious agents.
- 10.7. The contractual partner can only withdraw from the contract in the scope of the legal conditions if we are responsible for the breach of duty. In the cases of Numeral 8.6. (failed subsequent fulfilment, etc.) and with impossibility, however, it remains with the legal requirements; for the contractual partner's right of withdrawal with delay of our deliveries or performances, the preceding regulations of Num. 4.3.3., 4.3.4. and 4.5 are authoritative. With breaches of duty the contractual partner must explain, upon our request, whether they are withdrawing from the contract because of breach of duty or insisting on delivery within an appropriate period of time.

#### **11. Rights to know-how and innovations**

Secretive, valuable and advanced knowledge (know-how) existing and/or gained during the implementation of the concluded contracts, as well as innovations and any commercial copyrights remain - subject to special agreement and/or to the use or application of the delivery items by the contractual partner according to the sense and purpose of the contractual relationship - solely with us.

#### **12. Injury of third parties**

We assume no guarantee that third parties will not be injured through the use, the installation or the resale of the delivery items; however, we guarantee that the existence of such property rights of third parties to the delivery items is unknown to us.

#### **13. Statutory limitations**

- 13.1. The statutory limitation for claims and rights because of deficiencies of the deliveries and/or performances - regardless of what legal ground - is one year; with multiple-shift operation the aforesaid statutory limitation is reduced by six months. However this does not apply in the cases of §§ 438 Sec. 1 No. 1, 438 Sec. 1 No. 2, 479 Sec. 1, as well as 634 a) Sec. 1 No. 2 BGB; in this respect a statutory limitation of three years applies.
- 13.2. The statutory limitations according to Num. 13.1. also apply for all damage claims against us that are in connection with the defect - regardless of the legal basis of the claim. As long as damage claims against us of any type that are not connected with a defect are in existence, the statutory limitation from Num. 13.1. Sentence 1 applies for them.
- 13.3. The statutory limitations according to Num. 13.1. and Num. 13.2. do not apply
- in the case of deliberate acts;
  - if we maliciously conceal the defect or have assumed a guarantee for the specification of the deliveries and/or performances; in cases of malice, instead of the time periods indicated in Num. 13.1, the legal statutory limitations that would be applicable under exclusion of the time limit extension without presence of malice apply in accordance with §§ 438 Sec. 3 or. 634 a Sec. 3 BGB;
  - for damage claims in the cases of the injury to life, body, health or freedom;
  - with claims according to the Product Liability Act;
  - with a grossly negligent breach of duty or
  - with breach of significant contractual duties.
- In this respect the legal statutory limitations apply.
- 13.4. As long as nothing different is expressly determined, the legal provisions over the beginning of the statutory limitation, the suspension of expiration of prescription, the suspension and the new beginning of time periods remain unaffected.
- 13.5. The claims to reduction and to the exercise of a right of withdrawal are excluded as long as the subsequent fulfilment claim is statute-barred. In this case the contractual partner can, however, refuse payment insofar as they would be entitled to this on the basis of the withdrawal or the reduction.

#### **14. Assignment of claims by the contractual partner**

Claims against us in regard to the deliveries or performances rendered by us may only be assigned with our prior written agreement.

#### **15. Place of fulfilment, jurisdiction, applicable law, intra-community acquisition, severability clause**

- 15.1. Subject to special agreement the exclusive place of fulfilment is our place of business.
- 15.2. If the contractual partner is a merchant in the sense of the German Commercial Code, a legal entity or a public asset, the jurisdiction for all obligations from and in connection with the contractual relationship - even for draft and cheque issues - is our place of business or the place of the contractual partner, according to our choice. The above-mentioned jurisdiction agreement also applies toward contractual partners with foreign domicile.

- 15.3. For all rights and obligations from and in connection with the contractual relationship, the law of the Federal Republic of Germany find exclusive application without regard to legally-conflicting regulations to the exclusion of the UN CISG (CISG: Convention of the United Nations over contracts over the international sale of goods from 11,04,80).
- 15.4. Should a provision in these **GENERAL TERMS AND CONDITIONS** or a provision in the scope of other agreements between us and the contractual partner be or become invalid, the validity of all other provisions and agreements remains unaffected thereof.
- 15.5. Contractual partners from EU member states are obligated, with intra-community acquisition, to the compensation for damages we accrue, which possibly arise
- because of fiscal offences of the contractual partner themselves or
  - because of false or omitted information from the contractual partner over their relationships authoritative for taxation.