

### § 1 Applicability of the Terms and Conditions

1. These Terms and Conditions shall apply exclusively. Any terms and conditions our contract partners (hereinafter "Customer") may have, and which may contradict these Terms and Conditions, shall not become part of this contract, unless the Customer's terms and conditions have been expressly accepted by us in writing. This shall also apply in cases where there is no response to a letter of confirmation incorporating such terms and conditions.

2. Contradictory terms and conditions shall not preclude a contract from being concluded effectively.

Rather, if this is the case, the applicable rules shall be those where the different sets of terms and conditions state the same, in respect of anything else, the statutory provisions shall apply.

3. These Terms and Conditions shall only apply in respect of entrepreneurs, legal persons under public law or a special fund under public law within the meaning of section 310 (1) of the German Civil Code (BGB).

4. These Terms and Conditions, as current from time to time, shall also apply to any future deliveries of products and contracts for subsequent deliveries entered into between us and the Customer during an ongoing business relationship, without it being necessary to refer to the Terms and Conditions again in order to include their applicability.

5. No oral side agreements have been entered into.

### § 2 Offers and Conclusion of Contract

1. Any offers made by us shall be non-binding. They are an invitation to the Customer to make a binding offer to enter into a contract (order) and as such our offers are non-binding and not in themselves capable of acceptance.

We can accept orders within a period of 4 weeks. During this period, the Customer is bound by their order.

We are under no obligation to reject an order for a contract not to come into effect.

2. Any contract shall only become binding on us if we accept the order by way of a written order confirmation.

3. Unless they are a part of our offer, any descriptions and pictures of our goods and products in catalogues, prospectuses, newsletters, advertisements, and pricelists are only ever meant to be an approximation and shall only form part of the contract if this is expressly agreed.

4. We reserve the right, at any time, to make any changes to the contract object that result from technical advances, to the extent that such changes are customary in the trade and where these are not unreasonable for the Customer.

5. In the event that any such change to the contract object exceeds the extent that would be customary in the trade in addition to being such that the Customer could not be reasonably be expected to accept these, the Customer shall have the right to withdraw from the contract, and such right must be exercised in writing and within a period of two weeks from receipt of a written notification from us regarding the change. Withdrawing from the contract after this period is not possible.

### § 3 Offer Documentation, Samples, Property Rights

1. We reserve the property rights and copyrights to our illustrations, drawings, drafts, sketches, calculations, and any other documents as well as to our offer as a whole; these must not be made accessible to any third parties without our written consent. It shall not be permissible to copy or otherwise reproduce these without our written consent and they must be returned to us unbidden upon completion of the order or, where no contract is not concluded, at the end of the contract negotiations.

2. Any moulds, samples or tools produced by us in the course of performing the

contract shall remain our property. There shall be no obligation on us to hand these over to the Customer, even if a price for them is stated separately in the contract or invoice, subject to any other contractual agreement.

3. In the case of any goods manufactured according to drawings, samples or other information provided by the Customer, it shall be the Customer's responsibility to ensure that the details, drawings, and samples provided by them do not infringe any patent or other industrial property rights of third parties. The purchaser shall indemnify us against such claims by third parties, as result from compliance with any such details provided by the Customer, and where the Customer has culpably breached their obligation to ensure such non-infringement of third-party rights.

### § 4 Prices

1. Unless anything else is agreed, all prices are net prices "ex works", plus the statutory VAT applicable at the time of delivery. Any incidental costs such as packaging, freight, shipping costs, customs duties, assembly, insurance, and bank charges shall be invoiced separately.

2. Unless otherwise agreed, we shall be bound by the agreed prices for a period of six weeks.

Where there is a change in costs after the expiry of this binding period, but prior to delivery (in particular where such changes are the result of collective wage agreements or changes in the price of materials), we shall be entitled to adjust the agreed prices accordingly. We shall notify the Customer of any price adjustment in writing.

Where the price increase is more than 10 per cent, the customer shall have the right to withdraw from the contract, which they may exercise in writing within two weeks after receipt of the notification of the price adjustment. Withdrawing from the contract after this period is not possible.

Upon request we will provide evidence of the reasons for the price adjustment to the Customer.

3. In the case of repeat orders, the prices shall be renegotiated. Where no new prices are agreed, we shall be entitled to reasonably fix the prices unilaterally at our discretion.

4. If our invoice does not include VAT, because based on the information provided by the Customer it was assumed to be "intra-community supply" within the meaning of sections 4 (1b) in conjunction with section 6a of the German Turnover Tax Law (UStG), but we are subsequently required to pay VAT (section 6a (4) of the German Turnover Tax Law), then the Customer shall reimburse us for that amount.

This obligation shall apply irrespective of whether we need to subsequently pay VAT, import turnover tax or comparable taxes, either in Germany or abroad, once the correct details are provided.

### § 5 Delivery Times, Delivery Periods, Delay, Breach of Duty and Force Majeure

1. Subject to any contractual agreements to the contrary, an agreed delivery date shall be deemed to have been met if the object to be delivered has left our works by that date or has been handed over to the transport person in our works, or if the Customer has been notified that the goods are ready for transport but an agreed collection by the Customer does not actually take place within the agreed period, or only following a reminder.

2. Unless anything else is agreed, delivery periods begin to run upon the conclusion of the contract.

3. Where the performance of the contract is dependent on documentation, permits or the settling of questions that are material for being able to perform the contract,

or the performance of some other prior precondition which the Customer needs to provide or fulfil, then any agreed period for delivery shall only begin to run upon such documentation, permits, settling of questions, or complete and proper performance of any such precondition, plus a reasonable starting period. An agreed delivery date shall be postponed by that such a period of time as corresponds to the time that the above-mentioned documentation, permits, and settling of questions were delivered later than contractually envisaged, plus a reasonable starting period. The documents and permits to be provided and the questions to be settled by the Customer and any other preconditions that need to be met are set out in the contract.

4. In order for the delivery period to run, any contractually agreed advance payment obligations of the Customer need to be fulfilled on time. If an advance payment is not made punctually, then section 5 (3) of these Terms and Conditions shall apply accordingly.

5. We shall not be liable where delivery is impossible or for delays in delivery where such delays are caused by force majeure or other circumstances that were unforeseeable at the time of concluding the contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, industrial action, lawful lockouts, shortages of labour, energy or raw materials, difficulties in procuring the necessary official permits, official measures taken by local authorities, or the failure of suppliers to deliver or to deliver correctly or on time) and which are outside our control and responsibility.

Neither shall we be held responsible for the aforementioned circumstances if they occur at some point in time when there is already an existing delay on our part.

Where such events make it significantly more difficult or impossible for us to deliver or perform and the such difficulty is not only merely of a temporary nature, we shall be entitled to withdraw from the contract. If such obstructions are merely of temporary nature, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable starting period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, they may withdraw from the contract by giving us written notice without delay.

However, where a disruption lasts longer than three months, each Party to the contract shall be entitled to withdraw from such part of the contract as is as yet unfulfilled, by giving notice in writing within two weeks from the end of the third month, and excluding any claims for damages. Where a Party withdraws from the contract, we shall be entitled to reimbursement for the costs of any work already carried out, including materials. Apart from that, the statutory consequences of withdrawal shall apply. At the request of either Party, the other Party shall state after the expiry of the three-month delay period whether it wishes to proceed with the contract or not.

We have an obligation to notify the Customer in writing as soon as possible if a delay occurs. The same shall apply where the reason for the delay has ceased to exist.

6. In other cases where a date or deadline becomes non-binding, any new date or deadline shall only become binding if there is an agreement with us to that effect.

7. Where the delivery date was not met or, as the case may be, there was a failure to meet the delivery deadline, and this was caused through our fault, then the Customer shall be entitled to withdraw from the contract in as per the statutory provisions, after setting us a deadline for performance of at least four weeks and this deadline has expired without having been met. Where the conditions set out in section 323 (2) of the German Civil Code (BGB) are met, the Customer may withdraw from the contract without having to set a deadline.

Any such declaration of withdrawal from or rejection of the contract, as well as any setting of a grace period must be made in writing.

**§ 6 Partial Delivery and Delivery on Demand**

1. We shall only be entitled to make partial deliveries if
  - such a partial delivery can be used by the Customer as contractually intended,

- if the delivery of the remainder of the ordered goods is ensured, and
- this does not result in significant additional effort or expense to the Customer unless we are prepared to cover any such additional expense.

After a partial delivery has been made by us, the Customer shall be entitled to assert their rights under section 5 (7) of these Terms and Conditions, also with regard to the overall contract, if the conditions are met and the Customer has no interest in partial performance.

Our payment conditions (section 9 of these Terms and Conditions) shall apply accordingly to partial deliveries.

2. Where delivery on demand has been agreed, we shall be entitled to withdraw from the contract and/or to claim damages instead of performance if there is a delay in the demand for that delivery to be made, after a reasonable deadline for that demand to be made has been set and has expired. This entitlement to claim damages shall be excluded if that delay is not the responsibility of the Customer. Our entitlement to claim damages due to delay pursuant to section 280 (1) and (2) of the German Civil Code (BGB) in conjunction with section 286 of the German Civil Code (BGB) shall remain unaffected. At our choice, in this case we shall be entitled to demand the agreed purchase price in full in return for making available the entire performance.

3. Goods ordered on demand must be demanded in full by the Customer within three months of the order confirmation at the latest, unless a different period is stipulated in the contract.

**§ 7 Passing of Risk and Transport**

1. Unless otherwise agreed, delivery is agreed to be ex works from D-87700 Memmingen. This shall also apply to any partial deliveries.

The risk of accidental loss or accidental deterioration of the goods shall pass to the Customer - insofar as legally permissible - at the latest when the goods are handed over to the forwarding agent, carrier or other third party designated to carry out the shipment (the decisive point in time being the beginning of the loading process). This shall also apply if partial deliveries are made or we also provide other services (e.g. shipping or installation).

If dispatch or handover is delayed due to circumstances for which the Customer is responsible, then the risk shall pass to the Customer from the date on which the goods were ready for dispatch and the Customer was notified thereof. This shall equally apply in cases where dispatch or handover is delayed for reasons outside our control.

2. Unless otherwise agreed, we shall decide the means of transport and the transport route without being responsible for choosing the fastest and cheapest option. At the Customer's request, we can insure the delivery in the name of and for the account of the Customer against damage in transit, storage, and assembly.

If the Customer's place of business is both the place of performance and the place of result (Erfolgsort), then we shall be entitled to insure the delivery in the name of and on account for the Customer, against transport, storage, and assembly damage.

3. Where the transport risk lies with us, the Customer shall do what they can to assist with the settlement of any claim against the insurer to the best of their ability. In particular, they must inspect the condition of the consignment immediately upon receipt and ensure that any transport damage is ascertained immediately by the responsible office (receiving station, delivery post office or forwarding agent) and provide us with this information

without delay. Should the insurer's benefits be reduced as a result of culpably insufficient cooperation from the Customer in ascertaining and settling the damage, we shall be entitled to pass any such reduction in benefits on to the Customer.

### § 8 Acceptance – Reservation in respect of Defects

1. A formal acceptance shall take place if we assemble, install or commission the contractual goods at the place of operation. Otherwise, acceptance shall take place if this is stipulated in the contract.
2. If such an acceptance is not carried out expressly or tacitly by the Customer, the subject matter of the contract shall be deemed to have been accepted if
  - - the delivery and, if we are also responsible for the installation, the installation has been completed
  - - we have referred the Customer to this provision, requesting that they accept the goods
  - - twelve working days have passed since delivery or installation
  - - and the Customer has failed to accept the goods within this period for a reason other than an existing defect, which is not insignificant and of which we have been notified.
3. Any defects of the contract product shall be recorded at the time of acceptance. If there are defects that are known to the Customer, or of which the Customer remained ignorant as a result of the Customer's gross negligence, or which are obvious at the time of acceptance, but such defects are not recorded, then our performance shall be deemed to have been accepted as free from defects in this respect. Insofar as these are defects of which the Customer remained ignorant as a result of their gross negligence, the above shall not apply in cases where we have fraudulently concealed such defect or have guaranteed the quality of that item. The right of the Customer to refuse acceptance where there are defects that are not insignificant shall remain unaffected by this.
4. The contract product must only be put into operation after it has been accepted by the Customer and we have completed handover to the Customer and given the Customer safety instructions.

### § 9 Terms for Payment

1. Our invoices are payable without deduction within 14 days of receipt by the Customer.
2. Payment must be made by way of bank transfer to the account stipulated in our invoice. If we accept other services, this shall only be with a view to payment; this shall apply in particular to bills of exchange or cheques. All payments shall be made to us without any deductions.
3. Any offsetting of any counterclaims the Customer might have, or the withholding of payments because of any such claims shall only be permissible where such counterclaims are undisputed, have been legally established or arise from the same order from which the payment obligation arises in respect of which the offsetting or withholding of payments is exercised.

### § 10 Retention of Title

1. We shall retain title to the subject matter of the contract (hereinafter referred to as "reserved property") until such time as the Customer has fully paid all claims arising from the business relationship with us (extended reservation of title) which exist at the time of delivery, irrespective of whether they are due or not. In this way the reserved property shall also act as a security in respect of claims against the buyer from contracts which do not relate to this reserved property.  
The Customer shall hold the reserved property on our behalf.
2. The Customer shall only be permitted to sell the reserved property in the ordinary course of business, provided that they are not in default of payment or

have stopped payments altogether. In such a case any onward sale shall not be permitted. In particular, any pledging or transfer of ownership of the reserved property by the Customer as a security shall be prohibited.

3. As part of concluding the purchase agreement with us, the Customer assigns to us in full by way of security any claims against his Customers to which they are entitled from the sale or for any other legal reason in respect of the reserved property, including all ancillary rights (extended reservation of title). The right to collect on any such claims shall remain the Customer's, as long as they are not in default of payment to us or have not stopped payments altogether. Any such amounts shall be paid to us by the Customer up to the amount of our claims that are due; to this extent, the Customer shall hold these amounts on our behalf.
4. In the event of seizures, confiscations, or other dispositions by third parties of the reserved property, the Customer shall notify us immediately in writing, enclosing all documents (seizure reports, etc.). To the extent that the third party is under an obligation but unable to reimburse us for any court and out-of-court costs arising from a claim as per section 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable to us for any such losses incurred.
5. If the Customer defaults on payments to us or stops payments altogether, we shall be entitled to demand that the Customer informs its customers of the assignment and provides us with all information and documents necessary for the collecting on the assigned claim.
6. If claims the Customer has from the resale of the reserved property or other objects in which we have co-ownership are included in a current account, the Customer hereby assigns to us their claim for payment in the amount of any respective (causal) and acknowledged balance, namely in the amount of our claim against the Customer.
7. For the duration of the reservation of title, the Customer shall treat the reserved property with care and keep it in proper condition. Any necessary repairs must be carried out immediately by us - apart from in emergencies - at the expense of the Customer. The costs for any such repairs shall be borne by us to the extent that we are obliged to make replacement deliveries or rectify defects within the scope of the warranty provisions.
8. We shall be entitled to take out insurance for the reserved property at replacement value against theft and damage of any kind, in particular by fire or water, and to do so at the Customer's expense, unless the Customer can show that they have taken out such insurance.
9. Any processing or remodeling of the reserved property by the Customer shall be done on our behalf. If the reserved property is processed together with other objects that are not our property, then we shall acquire co-ownership of the new object on a pro rata basis in the ratio of the value of the reserved property to the other processed objects at the time of processing. In all other respects, any such new item created by such processing shall be subject to the same provisions as the original items delivered subject to retention of title.
10. If the reserved property is inseparably mixed or combined with other objects not belonging to us, we shall acquire ownership of the new object on a pro rata basis in the ratio of the value of the delivered object to the other mixed or combined objects at the time of mixing or combining. If the mixing or combining is carried out in such a way that the Customer's item is to be regarded as the main component, the Customer shall transfer co-ownership to us on a pro rata basis. In this way the Customer shall act as our custodian in respect of the ownership or co-ownership thus created.

11. The Customer shall receive the same right conferring prospective entitlement to property transfer in respect of any property acquired by us in this manner, as they have to the reserved property.

12. If the reserved property becomes an integral part of the real property by being connected to it, the Customer shall permit us to inspect and enter that real property, to assign to us their claims against the owner of the real property arising from the connection or, if they themselves are the owner of the real property, to grant other equivalent security rights.

If there is a significant deterioration in the financial circumstances of the Customer, we shall be entitled, with the consent of the owner or lessor, to assume the legal position of the Customer vis-à-vis the owner or lessor.

13. If the value of the securities to which we are entitled and that can be realised exceeds 110 % of the claim to be secured from the business relationship, we shall release the securities to that extent at the request of the Customer. Similarly, there is an obligation to release if the estimated value of the collateral property or the nominal value of the claims transferred to us as security exceeds 150 % of the value of the secured claim. The choice of the securities to be released is our decision.

14. Where the extended and prolonged retention of title has not become part of the contract, the delivery shall alternatively be made with a simple retention of title.

#### § 11 Damages in place of Performance

If we are entitled to claim damages in lieu of performance, we may, without prejudice to our right to assert higher damages in respect of the losses actually incurred, claim 15% of the agreed price as damages, unless the Customer can prove either that no losses have been incurred at all, or that the losses incurred are substantially less than this fixed amount.

#### § 12 Claims based on Defects

1. If there are any material defects in the items delivered, we can choose to either rectify those defects or to supply a replacement item which is free from defect (subsequent performance). Insofar as it is reasonable for the Customer, we may also rectify a defect remotely from our registered office where this is technically possible, or by providing instructions to the Customer remotely, either orally or in writing (remote maintenance). The Customer shall make their employees available for such remote maintenance to be carried out. The costs for the deployment of the Customer's employees shall be borne by us.

In cases where we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item and that guarantee relates to the defect, the Customer shall have the right to choose the type of subsequent performance to be provided. In this case we shall also have the right to carry out any requested rectification by way of remote maintenance.

Our right to refuse subsequent performance as per section 439 (4) of the German Civil Code (BGB) shall remain unaffected. We may also refuse subsequent performance demanded by the Customer where this could not be reasonably expected of us, even when the justified interests of the Customer are taken into account. This shall apply, for example, in cases where the German Foreign Office has issued travel warnings for the area to which or through which our employees would have to travel in order to rectify any such defect.

Any parts that we replace shall become our property.

2. Any notices of defects within the meaning of section 377 of the German Commercial Code (HGB) must be given in writing in accordance with section 127 of the German Civil Code (BGB).

3. To the extent that section 377 of the German Commercial Code (HGB) is not applicable to the Customer, any obvious defects must be notified to us within ten days of receipt of the goods. If defects become known that were not obvious, then we must be notified of such defects within ten days of discovery. If the Customer fails to notify us in time, the goods shall be deemed to have been approved in view

of this defect (analogously to section 377 (3) of the German Commercial Code (HGB)), other than in cases where such a defect was fraudulently concealed by us (see section 377 (5) of the German Commercial Code (HGB) analogously).

Such notification must be made in writing, specifying the defect, in accordance with section 127 of the German Civil Code (BGB).

4. If the Customer is under an obligation to accept the goods despite their being defective or if the defect becomes apparent after acceptance, the Customer may withhold from its payment obligation an amount equal to twice the cost of rectifying the defect until such time subsequent performance has been perfected.

5. We must be given the opportunity to inspect the defect complained of on site.

6. Where additional necessary costs are incurred as a result of any replacement goods having to be supplied to a different address than the delivery address for the purposes of subsequent performance, including in particular transport, travel, labour and material costs, then we shall be entitled to charge such additional costs to the Customer, unless such delivery takes place in accordance with the intended use as stipulated in the contract. The same shall apply in respect of costs incurred as a result of the Customer having modified, converted, rebuilt or installed the object of the contract on or in other machines or where the Customer has made access to the object of the contract more difficult, unless this was done in accordance with the intended use as stipulated in the contract. Our right to limit our obligation to rectify defects, as set out in section 13 (7) of these Terms and Conditions shall remain unaffected.

7. Where the Customer demands that we carry out rectification on site, in spite of the fact that "remote maintenance" would be possible as per section 12 (1), sentence 2 of these Terms and Conditions, the Customer shall cover the travel and accommodation costs of our employees if we comply with this demand.

8. Any replacement or rectification shall be covered by the same warranty conditions as applied to the item originally supplied.

9. Any claims in respect of defects shall become time barred one year after the passing of risk, unless any such defects were caused by our gross negligence or willful misconduct or where we have fraudulently concealed them. This shall also apply in respect of any guarantees given by us or binding on us. The statutory time limits for the right of recourse pursuant to section 478 of the German Civil Code (BGB) and warranty claims for construction-related services (section 438 (1) (2), and section 634a (1) (2) of the German Civil Code (BGB) shall remain unaffected. The limitation periods pursuant to section 12 (9) of these Terms and Conditions shall also apply to any losses caused as a result of the defect (consequential harm caused by a defect), insofar as these do not also give rise to liability in tort and/or relate to claims arising from injury to life, limb, and health.

If subsequent performance is required as a result of defective delivery, the limitation period shall only be suspended by the subsequent performance and shall not be started anew.

10. Moreover, in respect of defects of title, the following shall also apply:

Unless otherwise agreed, we shall only be obliged to make the delivery free of third party rights in the country of the delivery address or the country of use as envisaged in the contract.

In the event of an infringement of third party industrial property rights for which we are responsible, we may, at our discretion, either obtain a right of use sufficient for the agreed or presumed use at our expense and transfer this to the Customer, or we may modify the delivered goods in such a way,

that the property right is no longer infringed, or we may replace the delivered goods, provided that this does not detrimentally affect the agreed and presumed use of the delivered goods. Where we are unable to do so, or if we refuse subsequent performance or if any such subsequent performance fails, the Customer is entitled to their statutory claims and rights. Section 13 of these Terms and Conditions shall apply in respect of claims for damages and reimbursement of expenses.

11. Where the Customer chooses to withdraw from the contract due to a defect of title or a material defect after a failed subsequent performance or pursuant to section 440 of the German Civil Code (BGB), they shall not be entitled to any additional claim for damages due to the defect.

If the Customer opts for compensation after failed subsequent performance or pursuant to section 440 of the German Civil Code (BGB), the goods shall be retained by the Customer if this is reasonable for them. Damages shall then be limited to the difference between the purchase price and the value of the defective item within the limitations set out in section 13 of these Terms and Conditions. This shall not apply if and to the extent that a limitation of damages pursuant to section 13 of these Terms and Conditions is inadmissible.

12. Where samples are sent to the Customer for inspection, we shall be liable for ensuring that the delivery is carried out as per the sample, taking into account any corrections. We shall not be liable for defects that were recognisable during an inspection.

13. We shall not be liable for granting any necessary permits under public law or the compliance with emission control regulations. This shall not apply in cases where compliance with these regulations or the provision of public-law permits by us has been agreed.

14. Any warranty for material defects in the subject matter of the contract is excluded where the subject matter of the contract is used goods. However, this does not affect our liability for any fault under these Terms and Conditions.

This limitation of warranty shall not apply if we have checked and refurbished the used goods as part of the contract concluded.

Subject to any agreement to the contrary, the requirements for a used contractual item shall be determined in accordance with the statutory rules and quality standards that were in effect at the time that contractual item was made, rather than at the time of conclusion of the contract.

15. The consequences of an acceptance as far as any claims of the Customer in respect of defects are concerned, are set out in section 8 (3) of these Terms and Conditions.

### § 13 Compensation

1. Any claims for compensation by the Customer, irrespective of the legal grounds, in particular claims in respect of breaches of obligations arising out of or in connection with the contractual obligations, as a result of any fault before or at the time of concluding the contract, or as a result of any unlawful act shall be excluded.

This shall not apply in respect of claims pursuant to the German Product Liability Act (Produkthaftungsgesetz), in cases of intent or gross negligence, in cases of death, personal injury or harm to health, because of a warranty given. In no circumstances shall our liability be greater than stipulated by statute. In the event of negligence on our part, our liability shall be limited to the reasonably foreseeable, typical losses.

2. "Material breach of contract" shall mean a breach of the obligation to deliver on time and install the delivered product, where there is a defective title, as well as such material defects as detrimentally affect its functionality or suitability for use in such a manner as is not just negligible; moreover, where a duty to provide advice, protection or exercise due care has been breached, if such duties are intended to enable the Customer to use the product in the contractually intended manner or which are intended to protect the Customer's employees from physical

injury or death, or to protect the Customer's property from suffering significant damage.

The provisions in subsections 1 and 2 do not change the burden of proof.

3. To the extent that our liability is excluded or limited, this shall also apply in respect of any personal liability of our officers, legal representatives, employees, workers, salesmen and agents.

4. The limitation period in respect of any claims for damages against us is governed by section 12 (9) of these Terms and Conditions, with the exception of claims arising out of the manufacturer's liability as per section 823 of the German Civil Code (BGB) or the German Product Liability Act (ProdHaftG).

### § 14 Compliance with Regulations applicable to the Customer

It is the Customer's responsibility to operate the contractual product in accordance with the regulations applicable to the location where it is used. It is the responsibility of the Customer to ensure that the conditions for the proper and lawful operation of the machines are met and maintained, unless the relevant kitting out and setting up of the machinery is our responsibility. Any modifications to the machines that would lead to their operation becoming unlawful, must be avoided. Where a claim is made under warranty or for maintenance, we shall be entitled to refuse the machine being used, where this would be impermissible according to the regulations governing the location where it is to be used. Where the Customer fails to comply with their obligations to comply with the applicable regulations, the Customer shall indemnify us against any claims by third parties to the extent that such claims result from the non-compliance by the Customer with applicable regulations.

### § 15 Place of Jurisdiction, Place of Performance, Governing Law

1. The Place of Performance for all contractual obligations shall be D 87700 Memmingen.

2. Where the Customer is a merchant, legal persons under public law or a special fund under public law, the place of jurisdiction for all legal disputes arising from the contract shall be either Memmingen or the seat of the Customer, at our discretion.

3. The legal relationship between the Customer and us shall be governed by the laws of the Federal Republic of Germany.

The applicability of the United Nations Convention on the International Sale of Goods (CISG) is excluded.