

General Terms and Conditions of Delivery and Performance of Carl Stahl Hebetchnik GmbH

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A. General terms and conditions

§ 1 Scope of application

1. These General Terms and Conditions of Delivery and Service apply to all our fields of activity. These General Terms and Conditions of Delivery and Performance therefore apply to the supply of goods, training, work services, in particular installation, repair and maintenance services and services.
2. These General Terms and Conditions of Delivery and Service apply exclusively in our relationship with the customer. They also apply to all future transactions, as well as to all business contacts with the customer, such as the commencement of contract negotiations or the initiation of a contract, even if they are not expressly agreed again or if they are not expressly referred to again. The validity of the customer's general order or purchase conditions is expressly contradicted.
3. If, in individual cases, obligations to persons or companies that are not intended to become a contracting party themselves are also established, the limitations of liability in these General Terms and Conditions of Delivery and Performance shall also apply to them, insofar as these General Terms and Conditions of Delivery and Performance were included in the establishment of the obligation towards third parties. This is above all the case if the third parties have become or already had knowledge of these General Terms and Conditions of Delivery and Performance when establishing the obligation.
4. Acceptance of our services and deliveries by the customer shall be deemed acceptance of the validity of these General Terms and Conditions of Delivery and Service.

§ 2 Conclusion of contract

1. Unless otherwise agreed, our offers are non-binding and without obligation.
2. We are only bound to an order when it has been confirmed by us in writing by an order confirmation or when we begin with the execution of the order.

§ 3 Scope of Delivery and Performance, Performance Periods

1. Our written offer or our order confirmation shall be decisive for the scope of our delivery or service. Collateral agreements and changes require our written confirmation. If our offer or our order confirmation was based on information from the customer (data, figures, illustrations, drawings, system requirements, etc.), our offer is only binding if these details were applicable. If it turns out after conclusion of the contract that the order cannot be carried out according to the customer's specifications, we are entitled to withdraw from the contract if and insofar as the customer is not prepared to accept the replacement solution proposed by us and to assume any additional costs actually incurred.
2. We are entitled to partial performance for all deliveries and services to a reasonable extent. We are entitled to use subcontractors to fulfil our contractual obligations.
3. As soon as we become aware of the risk of the customer's inability to perform, we are entitled to deliver goods

and services only against advance payment or provision of security. Without prejudice to our right to withdraw from individual contracts already concluded if and insofar as the customer does not make an advance payment or provide security within a reasonable period of grace.

4. Delivery and performance deadlines and dates always represent the best possible information, but are generally non-binding. The commencement of the delivery period and compliance with delivery dates presupposes that the customer performs the cooperation activities incumbent on him in a timely and proper manner, that he provides all documents to be provided and makes any agreed advance payments.
5. In the event of force majeure or other extraordinary circumstances through no fault of our own, we shall not be in default. In this case, we are also entitled to withdraw from the contract if we are already in default. In particular, we shall not be in default in the event of delays in delivery if these have been caused by incorrect or untimely delivery by our suppliers for which we are not responsible. In the event of obstacles of temporary duration, the delivery or service periods shall be extended or the delivery or service dates postponed by the period of the hindrance plus an appropriate start-up period.
6. If we are contractually obliged to make advance payments, we may refuse the performance incumbent on us if it becomes apparent after conclusion of the contract that our claim to the consideration is endangered by the customer's inability to perform. This is in particular the case if the consideration to which we are entitled is endangered due to bad financial circumstances of the customer or if other obstacles to performance threaten such as e.g. by export or import bans, by war events, insolvency of suppliers or sick leave of necessary employees.

§ 4 Prices, costs

1. Our prices are net prices and, unless otherwise agreed in writing, are always "ex works" (EXW Incoterms 2010). For services, the prices refer to the performance at the agreed place of performance. In the case of invoicing, the respective statutory value added tax is added.
2. If a performance period of more than four months has been agreed between the time the order is confirmed and the performance of the service, we shall be entitled to pass on to the customer any increases in costs incurred by us in the meantime as a result of price increases to the corresponding extent. The same applies if a performance period of less than four months was agreed, but the performance can only be rendered by us later than four months after confirmation of the order for reasons for which the customer is responsible.
3. In the case of work or services to be provided by us, compensation is generally paid on a time-based fee basis, even in the case of a previously provided cost estimate, unless a lump-sum payment has been agreed. The units of time recording and the current hourly rates can be found in our offer or our order confirmation.
4. Unless otherwise agreed, expenses and travel expenses will be invoiced separately. The reimbursement of travel and accommodation expenses by the customer shall be effected upon presentation of the receipts in copy and deduction of the input tax amounts contained therein, unless otherwise agreed in writing between the parties before the trip is carried out. Please refer to our offer or our order confirmation for the current travel and expense rates.

§ 5 Terms of payment

1. Unless otherwise agreed in the contract, our claim shall become due immediately upon receipt of the delivery or after complete performance of our service, without any deduction. If we render our deliveries or services in delimitable sections, we shall be entitled to make a corresponding part of the remuneration due for each section.
2. The customer is not entitled to make deductions without express agreement.
3. If the customer is based outside Germany and according to the contractual agreement with the customer no delivery against prepayment is provided, we are entitled, even without special agreement, to withdraw our service from the provision of a documentary letter of credit by a bank or savings bank licensed in the European Union in accordance with the currently applicable uniform guidelines and customs for Documentary Credits (ERA 500)/Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of Commerce (ICC) in the amount of the gross performance price. If we do not demand the provision of such a documentary letter of credit and if nothing to the contrary has been contractually agreed, our claim shall become due upon receipt of the delivery or the complete performance of our service. If we render our deliveries or services in delimitable sections, we shall in any case be entitled to make a corresponding part of the remuneration due for each section and, if necessary, to demand the provision of a documentary letter of credit for each section.
4. If the customer defaults on payment, he must pay us compensation for the damages caused by default, in particular interest in the amount of 9 percentage points above the base interest rate. If the customer defaults on payment of a due amount or partial amount for more than 14 days, if the customer violates the obligations arising from a retention of title or if the consideration to which we are entitled is endangered due to bad financial circumstances of the customer, the total remainder of all outstanding claims shall become due for payment immediately.
5. Payment by bill of exchange or acceptance is only permitted by express agreement and is also then only valid on account of payment. If this results in additional costs, these are to be borne by the customer.
6. If we have agreed to pay in instalments, the following shall apply: If the customer is wholly or partly more than two weeks in arrears with one instalment, the entire outstanding balance shall become due for immediate payment.
7. Our claims for remuneration can only be offset against undisputed or legally established claims. The same applies to the exercise of a right of retention. The customer is otherwise only entitled to exercise a right of retention if it is based on the same contractual relationship.
8. The assignment of claims against us by the customer requires our prior approval, which we will only refuse for good cause.

§ 6 Retention of title

1. We reserve title to the delivered goods until all our current and future claims arising from the concluded contract

and an ongoing business relationship (secured claims) have been paid in full.

2. The goods subject to retention of title may neither be pledged to third parties nor transferred as security before full payment of the secured claims. The customer must inform us immediately in text or written form if and to the extent that third parties have access to the goods belonging to us.
3. If the customer acts in breach of contract, in particular if the purchase price due is not paid, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for surrender does not also include the declaration of withdrawal; we are rather entitled to merely demand the surrender of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or such a deadline is unnecessary in accordance with the statutory provisions.
4. The customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
 - 4.1. The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are considered the manufacturer. If the property rights of third parties remain in force in the event of processing, mixing or combination with goods, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same applies to the resulting product as to the goods delivered under retention of title.
 - 4.2. The customer hereby assigns to us all claims against third parties arising from the resale of the goods or the product, or in the amount of our possible co-ownership share in accordance with the preceding paragraph for security. We accept the assignment. The provisions of Clause A. § 6 No. 2 above in Clause A. obligations of the customer mentioned above shall also apply in view of the assigned claims.
 - 4.3. The customer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations to us, is not in default of payment, no application has been filed for the opening of insolvency proceedings and there is no other deficiency in his performance. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all information required for collection, hands over the associated documents and notifies the debtors (third parties) of the assignment.
 - 4.4. If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the customer's request.
5. The customer must treat the reserved goods with care. At our request and at his own expense, the customer must insure the reserved goods sufficiently at replacement value against fire, water and theft damage. If maintenance and inspection work becomes necessary, the customer must carry it out in good time at his own expense.

6. If the validity of this retention of title depends on its registration, e.g. in public registers in the customer's country, we are entitled and authorised by the customer to effect this registration at the customer's expense. The customer is obliged to provide all cooperation services necessary for this registration free of charge.

§ 7 Commitments of the customer to cooperate

1. The customer shall support us and our employees to a reasonable, customary extent. If we have to provide project-related work or services by our employees in the customer's company, the provision of work rooms and workstations with PC and telephone, the costs of which are borne by the customer, may also be included in support at our request.
2. Materials, information and data which we require for the provision of our services must be provided by the customer. Data and data carriers must be technically faultless. Insofar as special legal or operational safety regulations apply in the customer's business, the customer must point this out to us before providing our service.

Instructions of the customer to our employees on the concrete form of performance are excluded, unless instructions in connection with safety requirements and operating regulations are necessary in the customer's operations. Instructions on individual questions regarding work or services to be provided by us must not be given to the employees entrusted by us with the task, but to the contact persons nominated by us for the project. We always decide on our own responsibility about the necessary measures within the scope of our performance obligations.

§ 8 Secrecy

1. The customer and we ("the parties") undertake, during the term of the contract, to all to keep secret any information made available to them in connection with the contract which is designated as confidential or which can be identified as business or company secrets due to other circumstances and - unless expressly approved in advance in writing or required to achieve the purpose of the contract - not to record it or pass it on to third parties or to use it in any way. This duty of confidentiality shall continue for a further five years after complete fulfilment or termination of the order.
2. The information is excluded from this,
- which were already known to one party before the start of the contract negotiations or which are communicated by third parties as non-confidential, provided that these do not violate confidentiality obligations on their part,
 - which the parties have each developed independently of each other,
 - which are or become publicly known through no fault or action of the parties, or
 - which must be disclosed on the basis of statutory obligations or official or court orders.

In the latter case, the disclosing party shall immediately inform the other party prior to disclosure. Further legal obligations of confidentiality remain unaffected.

§ 9 Miscellaneous: Place of Performance, Place of Jurisdiction, Applicable Law, Data Processing, Severability Clause

1. The place of performance and exclusive place of jurisdiction for all disputes arising between the parties from the contractual relationship is Süßen, insofar as the customer is a merchant, legal person under public law or special fund under public law or the customer has no general place of jurisdiction in the Federal Republic of Germany or transfers his place of jurisdiction abroad. As an exception to this, we are also entitled to assert claims against the customer at his general place of jurisdiction.

A businessman is any entrepreneur who is registered in the commercial register or who runs a commercial business and needs a business operation set up in a commercial manner. The customer has his general place of jurisdiction abroad, if he has his place of business abroad.

2. The customer is aware that data from business transactions, including personal data, is stored and processed within the scope of business necessity and passed on to third parties must be transmitted. The customer agrees to this data collection and processing.
3. Should a provision in these General Terms and Conditions of Delivery and Payment or a provision within the framework of other agreements be or become invalid, the validity of all other provisions or agreements shall remain unaffected.
4. The contractual and other legal relationships with our customers shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

B. Special conditions for the delivery of goods

§ 1 Scope of application

The following special conditions for the delivery of goods apply in addition to the general conditions under A. for all contracts with the customer for the delivery of goods.

§ 2 Scope of services

1. Transport insurance for goods to be shipped will only be taken out upon express request. Transport insurance is then taken out in the name and for the account of the customer.
2. The transfer of ownership and surrender of the object of purchase is due. The installation, the installation or a configuration of the object of purchase is not owed, unless this has been expressly agreed.

§ 3 Transfer of risk

The risk of loss or deterioration of the goods shall pass to the customer upon handover of the goods for dispatch, even

if partial deliveries are made. If dispatch is delayed for reasons attributable to the customer, the risk shall pass to the customer upon notification of readiness for dispatch.

§ 4 Warranty and general liability

- 1.** The period of limitation for claims due to defects of our deliveries and services is one year from the beginning of the statutory period of limitation. After the end of this year we may in particular also refuse the subsequent performance without the customer having any claims against us for reduction, rescission or compensation. This reduction of the limitation period shall not apply to other claims for damages than such for refused subsequent performance and it shall generally not apply to claims in the event of fraudulent concealment of the defect.
- 2.** The customer's claims for subsequent performance due to defects in the service or delivery to be provided by us shall exist in accordance with the following provisions:
 - 2.1.** If the delivered item is defective, we can first choose whether we perform subsequent performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). The right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected.
 - 2.2.** We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the purchase price in proportion to the defect.
 - 2.3.** The customer must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained of for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions.
 - 2.4.** We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if there is actually a defect.
 - 2.4.1.** If the customer has installed the defective item in another item or attached it to another item in accordance with its type and intended use, we shall be obliged, within the scope of subsequent performance, to reimburse the customer the necessary expenses for removing the defective item and for installing or attaching the repaired or delivered defect-free item. § 442 Abs 1 BGB is to be applied with the proviso that for the knowledge of the customer the installation or attachment of the defective item by the customer takes the place of the conclusion of the contract.
 - 2.4.2.** The customer shall bear the costs of subsequent performance arising from the fact that the purchased item has been moved to a location other than the customer's place of residence or commercial branch after delivery.
 - 2.4.3.** If the customer's request to remedy a defect turns out to be unjustified, we can demand compensation from the customer for the resulting costs.

3. The customer can only claim damages:

3.1. For damages based on

- an intentional or grossly negligent breach of duty on our part or
- any intentional or grossly negligent breach of duty by one of our legal representatives, executives or vicarious agents

which are not material contractual obligations (cardinal obligations) and are not primary or secondary obligations in connection with defects in our deliveries or services.

3.2. For damages which are based on the intentional or negligent violation of essential contractual obligations (cardinal obligations) on our part, one of our legal representatives, executive employees or vicarious agents. Essential contractual obligations (cardinal obligations) within the meaning of the above subsections 3.1 and 3.2 are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.

3.3. Furthermore, we are liable for damages due to negligent or intentional breach of obligations in connection with defects in our delivery or service (subsequent performance or ancillary obligations) and

3.4. for damages that fall within the scope of protection of a guarantee expressly given by us (assurance) or a quality or durability guarantee.

4. In the event of a simple negligent breach of an essential contractual obligation, liability shall be limited in amount to the typical damage to be expected and foreseeable for us upon conclusion of the contract with due care.

5. Claims for damages by the customer in the event of a simple negligent breach of an essential contractual obligation shall become statute-barred one year after the beginning of the statutory limitation period. Excluded from this are damages from injury to life, body or health.

6. Claims for damages against us arising from legally mandatory liability, for example under the Product Liability Act, as well as from injury to life, body or health, shall remain unaffected by the above provisions and shall exist to the statutory extent within the statutory periods.

7. The customer's rights under Sections 445a, 445b and 478 BGB in the event that claims are made against the customer or its other customers in a supply chain shall otherwise remain unaffected in accordance with the following provisions:

7.1. The customer bears the burden of proof that the expenses for the subsequent performance were necessary and that he did not have to pay to his buyer after § 439 Abs 4 BGB could have refused subsequent performance or remedied it in a cheaper way.

- 7.2.** The claim from § 445a Abs 1 BGB shall become statute-barred in accordance with § 445b para. 1 BGB in two years from delivery by us to the customer. This period also applies if according to § 438 BGB a longer period would apply.
- 7.3.** The limitation period for the customer's claims against us determined in §§ 437 and 445a para. 1 BGB due to a defect in a newly manufactured item sold shall not commence before two months after the date on which the customer has fulfilled the claims of his buyer, provided that the claims had not yet become statute-barred in the relationship of the customer to his buyer. This suspension of expiry ends no later than five years after the date on which we have delivered the item to the customer.
- 8.** The customer's claims for defects, in particular claims for subsequent performance, recourse, withdrawal from the contract, reduction and damages, presuppose that the customer has complied with his statutory inspection and notification of defects (§§ 377, 381 HGB). If a defect appears during the examination or later, this must be reported to us immediately in text or written form. The notification is deemed to be immediate if it is made within fourteen days after discovery of the defect, whereby the timely dispatch of the notification suffices to meet the deadline. Irrespective of this obligation to examine and give notice of defects, the customer must report obvious defects (including wrong and short delivery) within fourteen days of delivery in text or written form by email, whereby here too the timely dispatch of the notice suffices to meet the deadline. If the customer fails to carry out a proper inspection and/or report a defect, we shall not be liable for the defect not reported. This does not apply if we have fraudulently concealed the defect.

§ 5 Liability release in the case of unjustifiable items

If we manufacture unjustifiable items on behalf of the customer, in particular custom-made items or prototypes, these items may only be used for internal research purposes without our express consent, but not for commercial purposes. If the customer makes such use without our express consent and as a result a violation of domestic or foreign or official safety regulations or product liability rules occurs, the customer must indemnify us against corresponding claims of third parties. In cases of culpable liability, however, this only applies if the customer is at fault. If the cause of the damage is the responsibility of the customer, he bears the burden of proof in this respect.

C. Special conditions for work services

§ 1 Scope of application

The following special conditions for work services apply in addition to the general conditions under A. for all contracts with the customer for the provision of work services.

§ 2 The subject matter of the contract

The subject matter of the contract is the provision of work services.

§ 3 Appointment of project managers

- 1.** Both we and the customer are obliged - in separately agreed cases - to appoint a project manager before the start of the work. The measures required for the realisation of the plant are coordinated between the project

managers. We are responsible for the realisation of the work. The respective project managers are to be nominated to the respective contractual partner in text or written form within a reasonable period after conclusion of the contract.

2. The project managers will meet regularly, in project-individually agreed periods, in order to prepare, make and record upcoming decisions.

§ 4 Changes during the execution of the work/Change Request Management

1. The project managers can agree on changes by mutual agreement. The agreements are to be recorded and signed by both project managers. Insofar as no agreements are made on the remuneration or other contractual provisions, in particular schedules with regard to the agreed changes, the changes must be made within the framework of the contractual provisions agreed at that time.
2. If the parties do not agree on amendments requested by either party, the following shall apply:

The customer is entitled to request changes from us until acceptance. Requests for changes must be made to us in writing or in writing. We're going to

Check change requests. We will accept changes requested by the customer, as long as they are not unreasonable for us within the scope of operational efficiency. We will inform the customer within 14 days after receipt of the change request in text or written form whether

- the request for amendment is accepted and carried out in accordance with the previous provisions of the contract.
- the request for change influences contractual regulations, e.g. price, execution deadlines, etc.: In this case we inform the customer under which conditions the change can be carried out. The change is only to be carried out if the customer accepts the change to the conditions communicated by us within 14 days after receipt of the notification to us.
- the examination of the change request for feasibility is extensive: In this case, we can make the examination of the change dependent on the customer reimbursing the examination effort. In such a case, we are obliged to inform the customer about the time and costs for the examination in text or written form. The audit assignment shall only be deemed to have been issued if the customer instructs us to carry out the audit in writing or in writing.
- the request for change is rejected.

If we do not respond to the request for change within 14 days of receipt, the request for change shall be deemed rejected.

3. We observe the generally recognised test methods and the applicable statutory regulations in the performance of our services.

If legal or other regulations change after conclusion of the contract, new regulations are introduced or result for us, for example from subsequently submitted, changed or new manufacturer documentation, factory standards or risk assessments, new or changed requirements that affect the contractual performance, and if the customer has informed us of this in good time, we will take these requirements into account if possible. Remuneration agreed in service contracts or orders for services shall be adjusted at our reasonable discretion (§ 315 BGB). In particular, we took into account expenses for changes in requirements for testing, personnel and/or new or used tools.

§ 5 Acceptance

The plant will be handed over after completion. If a transfer according to the condition of the work is excluded, a notification of completion shall be made. After completion and handover or - if a handover of the nature of the work is excluded - after notification of completion, the work is accepted. The customer shall accept the completed work within the agreed period, otherwise within a reasonable period, but at the latest within two weeks after handover or - if handover according to the type of work is excluded - after completion. The period begins with the notification from us to the customer that the work is completed. The work shall be deemed accepted upon expiry of the agreed period for acceptance if the customer neither declares acceptance in text or written form nor explains to us in text or written form which defects are still to be remedied. We will draw the customer's attention to this legal consequence when notifying the completion of the work.

§ 6 Warranty and general liability

1. The period of limitation for claims due to defects of our deliveries and services is one year from the beginning of the statutory period of limitation. After the end of this year, we may in particular also refuse the subsequent performance without the customer having any claims against us for reduction, rescission or compensation. This reduction of the limitation period shall not apply to other claims for damages than such for refused subsequent performance and it shall generally not apply to claims in the event of fraudulent concealment of the defect.
2. Claims of the customer for subsequent performance due to defects in the service or delivery to be provided by us shall otherwise exist to the statutory extent with the following proviso:
 - 2.1. If the delivered work is defective, we can first choose whether we perform subsequent performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). The right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected.
 - 2.2. We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the purchase price in proportion to the defect.
 - 2.3. The customer must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the work complained of for inspection purposes. In the event of a replacement delivery, the customer must return the defective work to us in accordance with the statutory provisions.

- 2.4.** We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if there is actually a defect.
- 2.4.1.** The customer shall bear the costs of subsequent performance arising from the fact that the purchased item has been moved to a location other than the customer's place of residence or commercial branch after delivery.
- 2.4.2.** If the customer's request to remedy a defect turns out to be unjustified, we can demand compensation from the customer for the resulting costs.
- 3.** The customer can only claim damages:
- 3.1.** For damages based on
- an intentional or grossly negligent breach of duty on our part or
 - on an intentional or grossly negligent breach of duty by one of our legal representatives, executives or vicarious agents
- which are not material contractual obligations (cardinal obligations) and are not primary or secondary obligations in connection with defects in our deliveries or services.
- 3.2.** For damages which are based on the intentional or negligent violation of essential contractual obligations (cardinal obligations) on our part, one of our legal representatives, executive employees or vicarious agents. Essential contractual obligations (cardinal obligations) within the meaning of the above subsections 3.1 and 3.2 are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.
- 3.3.** Furthermore, we are liable for damages due to negligent or intentional breach of obligations in connection with defects in our delivery or service (subsequent performance or ancillary obligations) and
- 3.4.** for damages that fall within the scope of protection of a guarantee expressly given by us (assurance) or a quality or durability guarantee.
- 4.** In the event of a simple negligent breach of an essential contractual obligation, liability shall be limited in amount to the typical damage to be expected and foreseeable for us upon conclusion of the contract with due care.
- 5.** Claims for damages by the customer in the event of a simple negligent breach of an essential contractual obligation shall become statute-barred one year after the beginning of the statutory limitation period. Excluded from this are damages from injury to life, body or health.
- 6.** Claims for damages against us arising from legally mandatory liability, for example under the Product Liability Act, as well as from injury to life, body or health, shall remain unaffected by the above provisions and shall exist to the statutory extent within the statutory periods.

D. Special conditions for training

§ 1 Scope of application

The following special conditions for training apply in addition to the General Conditions under A. for all contracts with the customer on the provision of training services, in particular on lifting technology, work safety, lifting technology, height safety, cranes, load safety, machine and equipment safety and rope technology.

§ 2 Place of performance

1. The training courses are held at the location specified in the training courses offered.
2. If, in individual cases, training courses are to be held at the customer's premises after contractual agreement, the customer is obliged to provide suitable rooms as well as presentation technology for carrying out the training.

§ 3 Scope of the training

The training covers, depending on the type of training, the transfer of basic knowledge and application-related instructions up to qualification training according to the principles of the employers' liability insurance associations.

§ 4 Participants in a training course

1. The maximum number of people that can participate in a training course is determined by individual agreement, without inclusion of the training persons.
2. Training is provided only to the customer and employees at the customer's premises. If other persons participate in the training, individual agreements between us and the customer are required.

§ 5 Cancellation, relocation of a training course

1. A contract for the performance of a training course can only be terminated for important reasons. Termination must be in writing.
2. For the training we provide the instructor named in the offer or the order confirmation from our company or an external instructor commissioned by us. Should a speaker be absent on the agreed training date for reasons beyond our control, we are entitled to appoint a suitable replacement speaker from our company or another suitable external replacement speaker or to postpone the training date to an alternative date in agreement with the customer.

§ 6 Liability

1. The customer can only claim damages:
 - 1.1. For damages based on

- an intentional or grossly negligent breach of duty on our part or
- any intentional or grossly negligent breach of duty by one of our legal representatives, executives or vicarious agents

which are not material contractual obligations (cardinal obligations).

- 1.2.** For damages which are based on the intentional or negligent violation of essential contractual obligations (cardinal obligations) on our part, one of our legal representatives, executive employees or vicarious agents. Essential contractual obligations (cardinal obligations) within the meaning of the above subsections 1.1 and 1.2 are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.
- 2.** In the event of a simple negligent breach of an essential contractual obligation, liability shall be limited in amount to the typical damage to be expected and foreseeable for us upon conclusion of the contract with due care.
- 3.** Claims for damages by the customer in the event of a simple negligent breach of an essential contractual obligation shall become statute-barred one year after the beginning of the statutory limitation period. Excluded from this are damages from injury to life, body or health.
- 4.** Claims for damages against us arising from legally mandatory liability as well as from injury to life, body or health shall remain unaffected by the above provisions and shall exist to the statutory extent within the statutory periods.