

I. Scope of Application, Conclusion of Contract

1. The legal relationships between us and the contractual party are solely governed by the written contract concluded, including these General Terms and Conditions of Service (hereinafter referred to as "GTC Service"). Verbal agreements made by us prior to the conclusion of a contract are not legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless it is expressly and individually stated that they shall continue to remain binding.
2. Individual agreements made with the contractual partner in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTC Services. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements. With the exception of managing directors or authorized representatives, our employees are not entitled to make verbal agreements that deviate from the written agreement. Telecommunication, in particular by fax or e-mail, is sufficient to comply with the form requirement, provided that a copy of the signed declaration is transmitted. We reserve the right to make constructive changes to the contractual object that deviate from an offer.
3. Unless otherwise agreed, the GTC Services in the version valid at the time of the contractual partner's declaration of intent or in any case in the version last communicated to them in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
4. All agreements and offers are based exclusively on these General Terms and Conditions of Service; they are deemed to have been accepted by placing the order or accepting the delivery or service. Deviating, conflicting or supplementary terms and conditions of the contractual partner or third parties shall only become part of the contract if and insofar as we have expressly agreed to their validity. In particular, the terms and conditions of third parties shall not apply if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of the contractual partner or a third party, execute the delivery to the contracting partner unconditionally with knowledge of their terms, this does not constitute acceptance of the applicability of the contracting partner's terms and conditions.
5. Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Legal formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
6. Information provided by us on the subject matter of the delivery or service as well as representations thereof, in particular, the documents accompanying the offer such as illustrations, drawings, weight and dimensions, catalogs, technical documentation, other product descriptions or documents - also in electronic form - are only approximately authoritative unless the usability for the contractually intended purpose requires exact conformity. They do not constitute guaranteed quality features, but rather descriptions or identifications of the delivery or service. Commercially Customary deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose
7. We reserve the ownership and copyrights to the documents specified in I.6. as well as to cost estimates and other documents - also in electronic form. The contractual partner is not allowed to make these items accessible to third parties, disclose them, use them himself or through third parties or reproduce them without the express consent of the contractor. At the request of the contractor, they must return these items in full to the contractor and destroy any copies made if they are no longer required by them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.
8. Our offers are subject to change and non-binding.

II. Obligations of the Contractual Partner

1. If the contractual partner wishes to receive a cost estimate prior to the execution of an order, they must expressly request one. A cost estimate is only binding if it is marked as such.
2. In the case of orders which we accept without having inspected the item into which a spare or replacement part is to be installed, the contractual partner is responsible for the correct specification and technical description of a replacement part or exchange part.
3. The contractual partner shall provide us with suitable auxiliary staff at their own expense and risk in the number and for the time required for our delivery/service. The contractual partner shall be solely responsible for

exercising the right to issue instructions to its employees. The contractual partner's employees are not subject to any instructions from us or our representatives. The contractual partner shall appoint at least one manager who shall be the direct and sole contact person during the entire period of performance of our delivery/service and who shall be authorized to issue instructions to the contractual partner's personnel present. This contact person appointed by the contractual partner must ensure that their auxiliary personnel follow the instructions of our service manager. We assume no liability for the auxiliary personnel. If a defect or damage is caused by the auxiliary staff due to the instructions of the service manager, the provisions of XII. shall apply accordingly.

4. Insofar as agreed, the contractual partner shall provide us with the necessary tools in the number required for our delivery/service and for the time required, at their own expense.

5. The contractual partner must take the necessary measures to protect people and property, in particular they must ensure the safety of the workplace, compliance with existing safety regulations and appropriate working conditions, cleaning the machines on which repairs are to be carried out and informing our personnel of special safety regulations existing in his company. In addition, the contractual partner must provide a suitable and sufficiently qualified person responsible for the order, a suitable and sufficiently qualified coordinating person and a suitable and sufficiently qualified supervising person who will establish, implement and monitor the safety and protective measures before the start of the work.

6. The contractual partner must inform us immediately of any violations of safety regulations.

7. The contractual partner is obliged to provide technical assistance at its own expense, in particular by providing lighting and operating power including the necessary connections and to provide the necessary dry and lockable rooms for the safe storage of delivery parts, tools, clothing and other personal belongings of the service personnel.

8. If tools or equipment provided by us are damaged or lost at the place of use, the contractual partner shall be obliged to pay compensation to the extent that the loss or damage is attributable to them.

9. The contractual partner shall obtain any necessary internal work permits, ID cards, etc. required for the execution of our services at their own expense.

10. If the execution of the service requires the transport of the contractual object to our plant in Meppen or to a subcontractor, the contractual partner must ensure that the existing insurance covers for the subject matter of the contract is maintained, e.g. with regards to fire, water damage, storm and machine breakage. We will only obtain insurance coverage for these risks at the express request and expense of the contractual partner.

III. Non-Executed Orders

1. The services rendered for the submission of an offer or cost estimate, in particular a fault diagnosis and other expenses incurred, shall also be charged to the contractual partner if the delivery/service cannot be carried out for reasons not attributable to us, in particular if

- the fault in question did not occur during the inspection,
- the contractual partner has culpably missed the agreed deadline,
- the contract has been terminated by the contracting party during its execution without this being due to circumstances for which the contracting party is responsible
- necessary replacement parts cannot be procured within a reasonable period of time.

2. If the work carried out by us was necessary, the contracting object of the contract needs to only be returned to its original condition at the express request of the contractual partner against reimbursement of the costs.

3. In the event of unfeasible services, we shall not be liable for damages to the subject matter of the contract, the breach of secondary contractual obligations and for damages that have not occurred to the subject matter of the contract itself, irrespective of the legal basis invoked by the contractual partner, with the exception of the provisions pursuant to XII. 2. - 8. of these GTC Services, which shall apply accordingly.

IV. Performance or Delivery Time, Impossibility, Delays in Performance

1. Deadlines and dates for services and deliveries promised by us are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed upon.

2. The performance or delivery period shall commence at the earliest as soon as all details of the contract have been clarified, any exchange or replacement parts likely to be required are available at the contractual partner or can be provided by them in good time, agreement has been reached on the scope of the contractual partner's obligations in the performance of our services, any official approvals have been obtained from

the contractual partner and are available and both parties have agreed on the further conditions of the contract.

3. If additional or supplementary contracts are concluded or if additional services are required, the performance or delivery period shall be extended accordingly.

4. If shipment (e.g. for exchange or replacement parts) has been agreed, delivery periods and dates shall refer to the time of handover to the carrier, forwarding agent or other third party commissioned with transportation and shall be deemed to have been met upon notification of readiness for shipment.

5. Without prejudice to our rights arising from default on the part of the contractual partner, we may demand from the contractual partner an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period in which the contractual partner fails to meet its contractual obligations to us.

6. We are not liable for the impossibility of performance or delivery or for delays in performance or delivery, insofar as these are caused by force majeure or other events that were not foreseeable at the time of the conclusion of the contract (e.g., operational disruptions of any kind, wars, political unrest, pandemics, epidemics, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, lack of labor, energy, or raw materials, difficulties in obtaining necessary official approvals, official measures, or late, incorrect, or untimely deliveries by suppliers) for which we are not responsible. If such events make delivery or performance significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we are entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the contractual partner cannot reasonably be expected to accept the delivery or service as a result of the delay, they may withdraw from the contract by immediate written declaration to us.

7. We shall be liable for delay in performance or delivery in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent as well as in the event of culpably caused injury to life, bodily harm or health in accordance with the statutory provisions. In other cases of delay, our liability for damages in addition to performance shall be limited to a total of 5% of the value of the delivery and for damages in lieu of performance (including compensation for futile expenses) to a total of 5% of the value of the delivery. We reserve the right to prove that the contractual partner has suffered no damage at all or only significantly less damage than the above lump sum. Further claims by the contractual partner are excluded, even after the expiry of any deadline set for the contractor to perform. The limitation and exclusion shall not apply in the event of culpable breach of essential contractual obligations. However, the claim for damages for the culpable breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless another case according to sentence 1 of this section IV.7. also applies.

V. Place of Performance, Performance, Transfer of Risk, Default of Acceptance

1. The place of performance for all obligations arising from the contractual relationship shall be Meppen, unless otherwise agreed.

2. In the case of direct deliveries, the risk shall pass to the contractual partner when the delivery item has left the premises of our supplier.

3. If the transport of the subject matter of the contract to our plant in Meppen or to a subcontractor is necessary in order to perform the service, the contractual partner shall bear the transportation risk.

4. Any deliveries (e.g. of exchange or replacement parts) shall be made ex works Meppen. At the request and expense of the contractual partner, the goods shall be shipped to another destination (shipping contract).

5. Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

6. The risk of accidental loss and accidental deterioration of the goods shall pass to the contractual partner at the latest when the goods leave our premises or factory in Meppen, even if free-of-charge delivery has been agreed. In the case of shipping contracts, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. This shall also apply if partial deliveries are made. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the contractual partner is in default of acceptance,

this shall be deemed equivalent to handover or acceptance.

7. If dispatch or handover is delayed as a result of circumstances for which we are not responsible, the risk shall pass to the contractual partner from the day on which the delivery item is ready for dispatch, and we have notified the contractual partner of this.

8. If the contractual partner is in default of acceptance, fails to cooperate or if the delivery or service is delayed for other reasons for which the contractual partner is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this, we charge a lump sum compensation of 0.5% of the purchase price per calendar day up to a maximum total of 5%, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch. The proof of higher damages and our statutory claims (particularly reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The contractual partner shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the above lump sum.

9. We will reimburse 2/3 of the invoiced price for the return of rail crates, provided they are returned to us carriage paid and in good condition by the contractual partner within 14 days of arrival.

10. The shipment shall only be insured against transport damage and other risks at the express request and expense of the contractual partner.

11. We are only entitled to partial performance or partial delivery if the partial performance or partial delivery is usable for the contractual partner within the scope of the contractual purpose, the remaining performance or delivery of the remaining ordered goods is ensured and the contractual partner does not incur any significant additional expenses or additional costs as a result (unless we agree to bear these costs). If we are in default with a delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with Section VIII. of these GTD Services.

VI. Prices

1. Unless otherwise agreed in the individual case, our current prices at the time of conclusion of the contract shall apply, which can be requested from us at any time, ex Meppen, plus statutory VAT at the applicable rate and ancillary costs (e.g. expenses for packaging, shipping, transport, freight shall be borne by the contractual partner).

2. In the case of assembly and service operations, the actual hours worked or the confirmed flat-rate prices will be charged. The statutory value added tax (VAT) is not included in the installation and service prices and will be invoiced separately for domestic orders. For work within the EU, the VAT ID number of the contractual partner and the recipient of the service must be provided before the start of the service order.

3. The applicable statutory VAT shall be borne by the contractual partner.

4. We are entitled to invoice the contractual partner for advance payments amounting to 90% of the value of the services rendered in each case.

5. If it is necessary to transport the contractual object to our plant in Meppen or to a subcontractor in order to provide the service, the contracting partner will be charged for the transport costs (round-trip transport).

VII. Terms of Payment

1. Unless otherwise agreed in individual cases, payment is due immediately. If acceptance is required or agreed, payment shall be due immediately upon acceptance. The costs of payment (fees) shall be borne by the invoice recipient.

2. We are also entitled at any time within the framework of an ongoing business relationship to perform a service or delivery in whole or in part only against advance payment.

3. The price will accrue interest at the applicable statutory default interest rate during the delay. We reserve the right to claim further damages caused by default. Our claim to commercial default interest (§ 353 German Commercial Code (HGB)) against merchants remains unaffected.

4. The contractual partner shall only be entitled to rights of set-off or retention insofar as its claim has been legally established or is undisputed. In the event of defects in the service or delivery, the counterclaims of the contractual partner shall remain unaffected.

5. If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to payment of the price is jeopardized by the contractual partner's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 German Civil Code (BGB)). In the case of contracts for the manufacture of non-replaceable goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the

dispensability of setting a deadline shall remain unaffected.

6. All our claims shall be due immediately if the terms of payment are not complied with or if we become aware of circumstances after the respective conclusion of the contract which, in our opinion, are suitable to reduce the creditworthiness of the contractual partner. Furthermore, in such a case we shall be entitled to perform outstanding services or deliveries only against advance payment or provision of security and, if advance payment or provision of security is not made, to withdraw from the contract after a reasonable period of grace or to claim damages for non-performance.

VIII. Retention of Title

1.a. The goods delivered by us (retained goods) shall remain our property until all claims against the contractual partner, now or in the future, including all current account balance claims, have been fulfilled.

1.b. If the contractual partner acts in breach of contract - in particular if they are in default of payment of a monetary claim - we shall have the right to withdraw from the contract after we have set a reasonable deadline for performance. The transportation costs incurred for taking back the goods shall be borne by the contractual partner. If we take back the reserved goods, this shall already constitute a withdrawal from the contract. It shall also constitute a withdrawal from the contract if we seize the reserved goods. We may utilize reserved goods taken back by us. The proceeds of the realization shall be offset against the amounts owed to us by the contractual partner after we have deducted a reasonable amount for the costs of the utilization.

2. the contractual partner must treat the retained goods with care. They must insure them adequately at their own expense against fire, water damage and theft at replacement value. If maintenance and inspection work become necessary, the contractual partner must carry it out in good time at their own expense.

3.a. The contractual partner may use the reserved goods and resell them in the ordinary course of business as long as he is not in default of payment.

3.b. However, the contractual partner may not pledge or transfer ownership of the reserved goods as security.

3.c. If the sales price is deferred to the contractual partner's customers, the contractual partner shall reserve title to the sold goods to the same extent under which we reserved title upon delivery of the reserved goods. Without this reservation, the contractual partner is not authorized to resell the reserved goods.

3.d. The contractual partner hereby assigns to us in full by way of security the contractual partner's claims for payment against their customers arising from the resale of the reserved goods as well as those claims of the contractual partner in respect of the reserved goods which arise against their customers or third parties for any other legal reason (in particular claims arising from tort and claims for insurance benefits), including all current account balance claims. We accept this assignment.

3.e. If the reserved goods are sold by the contractual partner together with other goods not sold by us, the assignment of the claim from the sale shall only apply in the amount of the value of the reserved goods sold in each case. In the case of the sale of goods in which we have co-ownership shares in accordance with VI.(4)b. to VI.(4)e., the assignment of the claim shall apply in the amount of this co-ownership share.

3.f. The contractual partner may collect these claims assigned to us for his account in his own name on our behalf as long as we do not revoke this authorization. This shall not affect our right to collect these claims ourselves; however, we shall not assert the claims ourselves and shall not revoke the collection authorization as long as the contractual partner duly meets their payment obligations.

3.g. However, if the contractual partner acts in breach of contract - in particular if they are in default of payment of a claim for payment - we may demand that the contractual partner informs us of the assigned claims and the respective debtors, notifies the respective debtors of the assignment and hands over all documents to us and provides all information that we require to assert the claims.

4.a. Any processing or transformation of the reserved goods by the contractual partner shall always be carried out on our behalf.

4.b. If the reserved goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice total including VAT) to the other processed items at the time of processing.

4.c. In all other respects, the same shall apply to the new item created by processing as to the reserved goods.

4.d. If the reserved goods are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice total including VAT) to the other combined or mixed items at the time of combination or mixing.

4.e. If the goods subject to retention of title are combined or mixed in such a way that the contractual partner's item is to be regarded as the main item, the contractual partner and we hereby agree that the contractual partner shall transfer co-ownership of this item to us proportionately. We accept this transfer. The sole ownership or co-ownership of an item thus created, will be held by the contractual partner for us.

4.f. If the retained goods are connected to a property, the contractual partner assigns us the claim for security that arises from the connection against a third party. We accept this assignment.

5. In the event of seizure of the reserved goods by third parties or other interventions by third parties, the contractual partner must draw attention to our ownership and must inform us immediately in writing so that we can enforce our ownership rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the contractual partner shall be liable for these.

6. If the contractual partner so requests, we shall be obliged to release the securities owed to us insofar as their realizable value exceeds the value of our outstanding claims against the contractual partner by more than 10%. However, we may select the securities to be released.

7. At our request, the contractual partner must provide us at any time with information about the whereabouts of the reserved goods and about the claims arising from the resale.

8. If the retention of title is not legally effective under the law of the country in which the reserved goods are located, the security which comes closest to the security under the law of that country shall be deemed to have been agreed instead.

IX. Contractor's Lien, Acceptance

The statutory provisions shall apply to the contractor's lien and acceptance, unless otherwise stipulated in these GTC Services.

X. Warranty

1. The statutory provisions shall govern to the rights of the contractual partner in the event of material defects and defects of title, unless otherwise stipulated in these GTC Services.

2. Our deliveries and services must be carefully inspected by the contractual partner without delay.

3. In the case of visible defects, these must be reported immediately and, in the case of delivery, confirmed by the carrier.

4. If a defect is discovered during the delivery/service, the inspection or at any later point in time, we must be notified of this in writing and without delay. In any case, obvious defects must be reported in writing within 8 working days of delivery/service and defects that are not recognizable during the inspection within the same period from discovery. If the contractual partner fails to conduct the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions.

5. If a delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected.

6. We are entitled to make the subsequent performance owed dependent on the contractual partner paying the price due. However, the contractual partner is entitled to withhold a reasonable part of the price.

7. In the event of repairs, we shall repair or replace free of charge all those parts which prove to be unusable or significantly impaired in their usability within 6 months of the transfer of risk as a result of a defect existing at the time of the transfer of risk - in particular due to faulty design, poor materials or defective workmanship. The discovery of such defects must be reported to us immediately in writing.

8. Replaced parts shall become our property. With regard to spare parts, the retention of title pursuant to VIII. shall apply in full.

9. The contractual partner must provide us with the time and opportunity necessary for the subsequent performance owed, in particular to hand over the disputed goods for inspection purposes. In the event of a replacement delivery, the contractual partner must return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or its reinstallation if we were not originally obliged to install it.

10. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs within the Federal Republic of Germany, in accordance with the statutory provisions, if a defect actually exists. Otherwise, we may demand compensation from the contractual partner for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and

transport costs), unless the lack of defectiveness was not recognizable to the contractual partner.

11. In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the contractual partner has the right to remedy the defect themselves and to demand compensation from us for the expenses objectively required for this. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions. Notwithstanding the statutory provisions, the general limitation period for claims arising from material defects and defects of title shall be one year from the start of the statutory limitation period. The limitation period thus begins, for example, upon delivery or, if acceptance has been agreed, with acceptance.

XI. Limitation Period

1. Claims of the contractual partner for damages or reimbursement of futile expenses shall only exist in accordance with XII. even in the case of defects and are otherwise excluded.

2 Notwithstanding the statutory provisions, the general limitation period for claims arising from material defects and legal defects of title shall be one year from the start of the statutory limitation period. The limitation period therefore begins, for example, from delivery or, if acceptance has been agreed, from acceptance.

3. Not covered by XI.2. are claims against us due to a defect in the cases of § 438 para. 1 no. 2 and § 634a para. 1 no. 2. in these aforementioned cases, the limitation period shall be 5 years from the start of the statutory limitation period in accordance with the statutory provisions. VII.6. shall not affect other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b German Civil Code (BGB)).

4. The above limitation periods shall also apply to contractual and non-contractual claims for damages of the contractual partner which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 German Civil Code (BGB)) would result in a shorter limitation period in individual cases.

5. Insofar as we are liable for damages in accordance with section XII.2, as well as under the Product Liability Act and on the basis of data protection claims, the statute of limitations shall apply exclusively in accordance with the statutory limitation periods.

XII. Liability for Damages

1. Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tortious acts is limited in accordance with this section XII, insofar as fault is involved.

2. We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of essential contractual obligations. Essential contractual obligations are the obligation to deliver and install contractual object on time, its absence from defects of title and such material defects that impair its functionality or usability more than insignificantly, obligations to provide advice, protection and care that are intended to enable the contractual partner to use the contractual object in accordance with the contract and are intended to protect the life or health of personnel or their property from significant damage.

3. Insofar as we are liable for damages on the merits in accordance with section XII.2, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen, if we had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected with proper use of the delivery item.

4. In the event of liability for simple negligence, our obligation to pay compensation for property damage and any resulting further financial losses shall be limited to an amount of EUR 5 million per claim, even if this involves a breach of essential contractual obligations.

5. The above exclusions and limitations of liability shall apply to the same extent in favor of our executive bodies, legal representatives, employees and other vicarious agents.

6. Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this is done free of charge and excludes any liability.

7. Our service technicians will commission the machine. Unless otherwise agreed, customer-specific trial machining will not be carried out. If the contractual partner requests a trial machining, this must be carried out by

our employees responsible for this. If one of our service technicians carries out a trial machining operation at the request of the contractual partner, our liability for any damage incurred is excluded to the extent permitted by law.

8. The limitations of this section XII. do not apply to our liability for intentional misconduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act. Data protection claims are also not covered by the liability provision in Section VIII.

XIII. Final Provisions

1. The law of the Federal Republic of Germany shall apply exclusively to the legal relationship between us and the contractual partner.

2. The text in German shall be deemed the original text of these GTC Services and is binding for both parties.

3. The exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of HEDELIUS Maschinenfabrik GmbH, insofar as legally permissible. We reserve the right to take legal action against the contractual partner at their place of business.

4. The relationship between us and the contractual partner shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).

5. Insofar as the contract or these contain gaps in regulation, those legally effective provisions shall be deemed to have been agreed to fill these gaps which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTC Services if they had been aware of the gap in regulation.

6. We are entitled to store and process the personal data of the contractual partner by means of electronic data processing.