

General Terms and Conditions of Sale and Delivery for Transactions Aboard, Status: 2018

A. General

1. All deliveries and services are subject to these conditions and separate, contractual conditions that may apply. Additional or contradictory terms and conditions of business of the Principal shall not apply even if the Contractor does not contradict such conditions or renders the service unconditionally although it is aware of conditions to the contrary. Silence on the part of the Contractor does not constitute any form of approval.
2. These conditions also apply to all future contracts entered into between the Contractor and Principal.
3. Offers made by SAB Georg Schünemann GmbH are subject to order confirmation and are not binding unless separate written agreements have been made. An order is only be valid with the written order confirmation from SAB Georg Schünemann GmbH.
4. The Contractor reserves all ownership and copyrights to offers, samples, cost estimates, drawings and similar information - including in electronic form. These may only be amended and/or made available to third parties following written approval by the Contractor.

B. Prices and payment

1. In the absence of a separate agreement, the prices apply ex works and exclude loading at the works. The packaging shall be invoiced separately. The prices are to be understood as net prices plus turnover tax at the respective, statutory amount insofar as turnover tax is applicable.
If INCOTERMS have been agreed upon, these apply as stated in the version that is valid at the time of entering into the contract. The Contractor rejects the DDP clause as a matter of principle. The insurance amount for delivery conditions in the case of which the Contractor is to provide insurance is limited to 110%.
2. In the absence of a separate agreement, payment is to be made within 30 days from receipt of the invoice, with-out deducting any taxes, fees or banking charges, by way of a bank transfer to the Contractor's account stated in the invoice. Crediting on the account is authoritative in respect of adherence to the payment period. In the case of delayed crediting, the Contractor shall be entitled to interest on payment in arrears in the sum of 8 percentage points above the base lending rate. This does not affect other rights and claims in accordance with the statutory provisions.
3. The Principal shall only be entitled to retain payment or set off with counterclaims if its counterclaims are not disputed or have become res judicata or are recognised by the Contractor.

C. C. Delivery time, default in delivery

1. The delivery time is stated in the agreements entered into by the contracting parties. Adherence to these by the Contractor is conditional on the fact that all commercial and technical matters between the contracting parties have been clarified, and the Principal has honoured all obligations incumbent upon the Contractor such as providing all the necessary certificates and licenses or making an advance payment. If this is not the case, the delivery time shall be extended accordingly. This does not apply insofar as the Contractor is responsible for the delay.
2. Adherence to the delivery period is conditional on correct and timely own delivery. This only applies in the event that the non-delivery is not our responsibility, in particular in the case of entering into a congruent covering transaction with our supplier. The Contractor shall inform the Principal as soon as possible of delays that become apparent.
3. The delivery period shall be adhered to if the delivery item has left the Contractor's plant or notification of readiness for dispatch is given by expiry of the delivery period. Insofar as acceptance applies, the acceptance date shall be authoritative. It is equivalent to acceptance if the Principal does not accept the work within a reasonable period of time specified for it by the Contractor, although it is under a duty to do so. The Contractor shall, at all times, only be deemed in default following a reminder if the delivery period is specified on a calendar basis or can be calculated on a calendar basis.
4. If shipping or acceptance of the delivery item are delayed for reasons that are the Principal's responsibility, the Principal shall be charged for costs incurred as a result of the delay, from one month after notification of the

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readiness for shipping or acceptance at least 5% of the goods value for each month that commences in which the default applies. This does not affect other rights and claims in accordance with the statutory provisions.

5. If failure to adhere to the delivery time is attributable to force majeure, industrial action or other events outside the Contractor's sphere of influence, the delivery time shall be extended accordingly. This also applies if these circumstances affect subcontractors. The Contractor shall inform the Principal as soon as possible of the start and end of such circumstances.

D. D. Passing of risk, acceptance

1. Risk shall pass to the Principal once the delivery item has left the works, including in the case of partial deliveries or if the Contractor has assumed other services such as shipping costs or delivery and set-up. If INCOTERMS have been agreed upon, these shall have preference.
Insofar as acceptance has been agreed upon, it shall be authoritative for the passing of risk. It must be carried out without delay on the acceptance date or following notification by the Contractor of the readiness for acceptance. The Principal may not refuse acceptance on the grounds of an insignificant defect.
2. If the shipping or acceptance are delayed or are not provided as a result of circumstances that are not the Contractor's responsibility, risk shall pass to the Principal from the day of notification of readiness for shipping or acceptance. If delays are caused by the Principal or deliveries are put back by the Principal, the Contractor is exempt from any claims of the Principal for these periods. If the delay causes a delay in shipment of more than 30 days, the Contractor has the right to charge interest for subsequent delays in payment at a rate of 8 percentage points above the base lending rate. In this context delays include: receipt of payment, opening of D/C, approval of documents, inspections at Contractor, approval of bond texts or information required to generate documents.
3. Partial deliveries are permitted unless they would be unacceptable for the Contractor. Risk shall pass to the Principal even if the Principal is in default of acceptance.

E. E. Reservation of title

1. The Contractor reserves the right to ownership of the delivery item up until receipt of all due payments resulting from the delivery contract and from all other contracts as part of the overall business relationship.
2. The Principal undertakes to treat the delivery item with care as long as it is owned by the Contractor. The Contractor is entitled to insure the delivery item at the Principal's cost against theft, breakage, damage by fire or water and other damage, insofar as the Principal has not furnished proof of taking out such an insurance policy.
3. The Principal may neither sell, pledge, nor loan the delivery item or transfer ownership of the delivery item by way of security as long as the Contractor owns the delivery item. In the event of seizure and confiscation or other Intervention by third parties, the Principal is to inform the Contractor of such action in writing without delay.
4. In the event of conduct in breach of contract on the part of the Principal, in particular in the case of default in payment, the Contractor shall be entitled, following expiry of a period of reasonable length, to withdraw from the contract and demand surrender of the delivery item. The same applies without an additional period if the Principal has filed an application for the Institution of insolvency proceedings regarding its assets. This does not affect other rights and claims, in particular the right to withdraw, terminate and/or claim for damages in accordance with the statutory provisions.
5. The Principal may sell the supplied goods or mix them with other items by way of the ordinary course of business. If the Contractor's ownership becomes inapplicable in the event of blending or mixing with other movable items, agreement is reached at this point in time such that the Principal assigns to the Contractor co-ownership of the new uniform item in the proportion of the invoice value of the delivery item to the invoice value of the other processed items. The Principal shall gratuitously store such co-owned items for the Contractor.

F. Claims arising from defects

In the case of material defects and defects in title regarding the delivery, the Principal provide a warranty as follows by way of exclusion of further claims - subject to Section H.

Material defects

1. Faulty parts shall be subsequently improved or re-placed at the Contractor's discretion and cost. Replaced parts shall become the Contractor's property.
2. The Principal is entitled to withdraw from the contract as part of the statutory provisions if the Contractor allows - with consideration given to the statutory exceptional cases - an additional period of reasonable length set for the Contractor to lapse in vain. If merely an insignificant defect applies, the Principal shall merely be entitled to reduce the contract price. Otherwise, the right to reduce the price is excluded. Further claims shall be determined in accordance with Section H of these conditions.
3. Claims arising from defects shall be excluded in the following cases insofar as the material defect was caused as a result of such case and the defects are not the Contractor's responsibility:
In the case of removing a seal, unsuitable or inappropriate use, faulty assembly or commissioning by the Principal or third parties, natural wear-and-tear, faulty or negligent handling, inappropriate servicing, use of inappropriate operating resources, faulty construction work, unsuitable building land, environment factors, chemical, electrochemical or electrical factors.
In other respects, in the event of a purchase contract warranty claims shall be conditional on the fact that the Principal has checked the supplied products without undue delay after delivery and that it has informed the Contractor in writing of defects in the supplies as soon as such defects have been detected. Defects detected at a later date must also be reported in writing as soon as they have been detected.

Defects in title

4. If using the delivery item violates industrial proprietary rights or copyrights, the Contractor shall, at its cost, bring about the right for further use or modify the delivery item in a manner that is acceptable for the Principal such that the violation of the proprietary right no longer applies. If this is not possible under reasonable economic conditions or cannot be established within a reasonable period, the Principal shall be entitled to withdraw from the contract. Under the stated preconditions the Contractor is also entitled to withdraw from the contract. In addition, the Contractor shall indemnify the Principal against undisputed or res judicata claims of the affected proprietary right holder.
5. The obligations on the part of the Contractor stated in Section H are conclusive in the event of a defect in title. They only apply if the legal violation was not caused by the fact that the Principal had altered the delivery item at its own responsibility or in a manner that was not in accordance with the contractual requirements. The entitlement to being indemnified only applies if, in addition,
 - a) the Principal reasonably supports the Contractor in mounting a defence against the asserted claims or enables the Contractor to conduct modification measures in accordance with Section F. 4,
 - b) the Contractor is allowed to institute all defence measures, including out-of-court regulations, and
 - c) the Contractor is responsible for the defect in title.

G. Taking back goods

The Contractor shall take back supplied goods at its discretion subject to reimbursement of the take-back costs on condition that the goods are in perfect condition. Goods that were delivered more than 4 weeks in the past are, as a general rule, excluded from exchange and shall not be taken back. The cost of taking back goods depend upon the condition of the goods and where necessary shall be agreed upon between the Principal and Contractor.

H. Limitation on liability

1. If the delivery item cannot be used as per agreement by the Principal as a result of culpability on the part of the Contractor caused by the failure to provide or faulty provision of proposals and advice prior to or after entering into the contract or as a result of violation of other incidental contractual obligations - in particular operating instructions and servicing the delivery item -, the provisions of Sections F. and H. shall apply accordingly by way of exclusion of further claims on the part of the Principal.

2. The Contractor's liability for damage to the delivery item — on whichever legal grounds such damage is based — shall be limited to the typical, contractual damage that can be reasonably foreseen and shall in no event exceed 50% of the contract value.

The Supplier accepts no liability for indirect, incidental or consequential damages including but not limited to loss of profit, loss of opportunity, production stoppages, or claims from the Principals contractual partner.

The above mentioned limitations on liability shall not ply,

- a) in the case of intent or gross negligence on the part of the Contractor or its legal representatives or vicarious agents,
- b) in the case of culpable loss of life, physical injury or detrimental effects on health,
- c) in the case of defects that the Contractor has fraudulently concealed,
- d) in the case of violating key contractual obligations (cardinal obligations) if the compensation amount does not cover the foreseeable damage, and/or
- e) in the case of delivery item defects insofar as liability applies as set out in the law in accordance with the German Product Liability Act for personal or material damage.

I. Statute of limitations

The Principal's warranty claims shall fall under the statute of limitations in 12 months starting with the acceptance or, if acceptance is not agreed upon, upon delivery. The Principal's other claims shall fall under the statute of limitations in the respective statutory period or period as per agreement.

J. Software use

If software is part of the delivery scope, the Principal is granted a non-exclusive, non-assignable right to use the supplied software including the software documentation. It is surrendered for use on the designated delivery item. Using the software on more than one system is prohibited.

The Principal may only duplicate, process and translate the software to a permissible extent (Sections 69 a et seq. German Copyright Act) or convert it from the object code into the source code. The Principal undertakes not to remove manufacturer's details - in particular copyright notices - or to amend these without prior, express, written approval by the Contractor. All other rights to the software and the documentation, including the copies, shall be held by the Contractor or the software supplier. Issuing sub-licenses is not permitted.

K. Final provisions

1. Solely the law of the Federal Republic of Germany applies to all legal relations between the Contractor and the Principal.
2. Bremen is deemed the place of performance for all the Contractor's contractual and statutory obligations. All disputes arising from or in connection with the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed with said rules. The place of arbitration shall be Bremen and the language of arbitration shall be English.
3. If contractual conditions have not become elements of the contract or are impracticable or invalid in full or in part, the contract shall remain valid in other respects. In the place of an impracticable or invalid contractual condition, a practicable and valid one shall be deemed agreed upon that comes closest in economic and legal terms to the impracticable or invalid contractual condition. This applies accordingly should the contract prove to contain a loop-hole.
4. The ruling language of the contract shall be English and it shall be used by both parties for all notices, certificates and the like as well as all official correspondence relating to the Interpretation of the contract.
5. In addition, the Contractor's service and maintenance conditions apply to servicing (inspections, repairs, maintenance work, servicing work, assembly work, training and accepting notification of faults by telephone).

Service and Maintenance Conditions, Status: July 2014

1. Scope

These conditions apply in addition to the General Terms and Conditions of Sale and Delivery for Transactions Abroad to all services (inspections, repairs, maintenance work, servicing work, assembly work, training and accepting notification of faults by telephone) of Georg Schünemann GmbH SAB (hereinafter also referred to as the Contractor) for its contracting party (hereinafter referred to as the Principal). This also applies if the services are rendered by companies commissioned by the Contractor (sub-contractors).

Additional or contrary terms and conditions of the Principal shall not apply even if the Contractor does not contradict such conditions or renders the service unconditionally although it is aware of conditions to the contrary. Silence on the part of the Contractor does not constitute any form of approval.

These conditions also apply to all future contracts on rendering services entered into between the Contractor and the Principal.

2. Servicing outside our parent works or branch(es)

We perform servicing work as part of the maintenance for products used by the Principal. If the Principal has not immediately objected to a written confirmation of order, solely such a confirmation of order shall be authoritative in respect of the content of the contract and the scope of the commissioned work. Subsidiary agreements and amendments to the contract are subject to written confirmation by the Contractor. The servicing work may be performed in accordance with the Principals order or on a rota basis. The time at which such work shall be performed shall be agreed upon in advance. Insofar as during the course of providing the agreed performance scope it is determined that additional services are required to safeguard and restore the target situation, these shall be performed by us following a separate or supplementary award of a contract in writing, and shall be charged separately.

I. Service personnel

The number and composition of the service personnel shall be specified by us in accordance with the ordered performance, and shall be harmonised with the Principal. Our personnel may only perform what has been agreed upon in writing by us and the Principal. In particular, ordering our personnel to instruct the Principals personnel or if they are to be used for other, additional services shall be subject to a prior, written agreement. Our personnel are not entitled to issue legally binding statements, e.g. enter into or accept orders in our name. Obtaining work permits that may be required at the place of performance is the Principals responsibility.

II. Material

We shall charge spare parts, assembly material and other material, insofar as it is delivered by us, ex works at the respective, valid prices.

III. Assistants

Assistants such as crane drivers, transport and cleaning staff or assembly assistants required to render the servicing work are to be provided by the Principal free of charge. The assistants are to be made available to our personnel for the required duration of the work, and are to follow the professional orders issued by our personnel. The construction site manager may request the replacement of unsuitable personnel. The Principal is liable for the assistants.

IV. Aids

The Principal is to make available at its cost the assembly aids required to render the servicing work such as equipment, ladders, scaffolding, lifting equipment and the necessary requisites and required materials such as

assembly wood, wedges, packing, cement, water, cleaning agents and sealing material, lubricants, fuels, testing and welding gasses etc. We shall charge separately for tools and equipment that do not belong to the service personals normal tools.

The provision of media such as liquids and gasses etc. to render services that may be required for trial operations or for acceptance shall be the Principals responsibility.

V. Building site suitable for assembly

The Principal is responsible for all interventions regarding the system in conjunction with providing the service, and for the resulting consequences. The Principal is to assume the following at its cost and risk and make these available in good time prior to commencing the work:

- All earth, bedding, building, electrical and control technology, pipe, corrosion protection and heavy goods transportation work and scaffolding work;
- Creating and maintaining building sites suitable for assembly by way of providing clearance for water, heating, lighting, cooling water and energy including the connections to the individual places of use;
- Sufficiently large, suitable and dry and lockable rooms for storing the machine parts, materials and tools etc., and appropriate working and leisure rooms that are lockable and can be heated and contain lighting and washing facilities for use by our personnel; and
- Protective equipment and special clothing insofar as these are required under the special working conditions.

Prior to the start of work, all building and other preparatory work must be completed by the Principal such that the work can commence immediately upon arrival of the personnel and can be performed without interruption. The access routes and the workplace, in particular, must be levelled off to floor level. Foundations and other structures required for the work must be produced in accordance with the installation and assembly drawings forwarded by us. Where applicable these must be dry and set. Sufficient and tailor-made insertion openings must be created for the incorporation of delivery parts. The Principal assumes the risk of the perfect quality and performance of all services it is to render. We are not under obligation to review such services. However, we reserve the right to conduct a review at the Principals cost. The building site must comply with German or European safety provisions, as the case may be, and the provisions of the trade association.

VI. Safety requirements, work conditions

The Principal undertakes to render the workplace and our service personnel safe, and to observe the pertinent accident prevention requirements and other requirements such as radiation, and to provide reasonable working conditions.

The dispatched personnel are to observe the Principals customary working hours. The Principal is to obtain in advance approval by the pertinent authority (e.g. Trade Supervisory Office) of working hours in excess of 10 hours each day. Solely the Principal shall be responsible for consequences that arise from approval not obtained in good time.

VII. Performance record(s), work report(s)

Our personnel are instructed to have the required preparatory, travelling periods and travelling time to and from the workplace and the working hours certified, including hardship allowances and work reports that may apply, and to surrender to the Principal the original copies of the work performance sheets. In the event that our personnel are unable to obtain a signature from the Principal or its authorised representative as a result of special circumstances, entries made by our personnel shall apply if the Principal does not object to these without undue delay once it gains knowledge of such entries. The certification forms the basis of subsequent settlement. Therefore, it is in the Principals interest to convince itself of the accuracy of such entries. We cannot accept complaints made at a later date.

VIII. Duration of work

Details provided by us regarding the likely period of work are only approximate. As a matter of principle we do not guarantee the performance within a certain period. Overruns shall not entitle the Principal to deduct amounts or assert claims for damages.

If the work is delayed, whereby this is not our responsibility, as a result of circumstances at the construction site, all resulting costs incurred by us, in particular for waiting time and additionally required travelling on the

part of our personnel, shall be borne by the Principal. This applies, in particular, if the Principal fails to honour in good time the obligations to provide incumbent upon the Principal (e.g. unfinished building structures or foundations, lacking openings or devices and the like). If work is to be settled at a flat-rate as per agreement, we shall be entitled to separately charge additional costs incurred as a result of the delay at the respective, valid rates. If the work needs to be interrupted during an agreed period because we call back our employees in an urgent case for example because of operational disruption at another area the additional travelling costs incurred as a result shall be borne by us.

IX. Acceptance

The Principal undertakes to accept the servicing work without undue delay once it has been completed, and in the case of agreed or necessary trial operations (e.g. hot IBS with controls or retightening the packing boxes) after it has been successfully completed, and issue our personnel with corresponding confirmation of acceptance unless the acceptance is excluded in accordance with the quality of the services or the services entail considerable faults. In the case of maintenance work the work performance sheet signed unconditionally by the Principal shall apply as confirmation of acceptance. If the acceptance is delayed, whereby this is not our responsibility, the acceptance shall be deemed to have taken place at the end of the work, and in the case of trial operations agreed upon in writing at the time at which the trial operations would be concluded unless the services entail considerable faults. If the Principal requests further attendance by our personnel for the acceptance, the Principal shall be charged for the costs incurred as a result. Risk shall pass to the Principal upon the acceptance insofar as it has not already passed at an earlier time.

X. Settlement rates

- a) For dispatching our service personnel we charge the respective, valid settlement rates insofar as a flat-rate amount or special settlement rates have not been agreed upon. The settlement rates have already been subject to tax relief in the form of input tax. In the case of calculated expenses according to vouchers (e.g. hotel costs), the input tax shall be deducted. The normal working hours of our personnel are 8 hours per day or 40 hours per week. Preparatory time at most 2 hours at the valid settlement rate.
- b) We would be pleased to send you the respective, valid settlement rates on request.
- c) The location of the plant or the branch from which the service personnel are dispatched shall be taken as a basis for determining the distance. If personnel are dispatched by rail, taxi or aircraft, the expenses shall be settled in accordance with the vouchers. Daily travelling costs between accommodation and the place of work or parking fees shall be charged. In accordance with BMTV (Federal Tariff Agreement on Assembly Works, as stated in the respective, valid version), our service personnel are entitled to a trip home to their families at the Principals cost. Dispatches outside the European Union shall be agreed upon in advance in writing.
- d) Co-drivers are not permitted for insurance reasons.

3. Servicing at the works

- a) The Principal may only request an agreement involving a binding repair period, which must be described as binding, once the scope of work has been specified in detail.
- b) The binding repair period shall be deemed adhered to if the repair item is ready for take-over by the Principal, and in the event of a trial as per agreement the Principal is ready to conduct such a trial.
- c) In the case of additional and extended contracts awarded at a later date or in the case of additionally required repair work (additional services), the agreed repair period shall be extended accordingly.
- d) If the repair is delayed by a measure as part of force majeure, industrial action, in particular strikes and lock-outs, and the occurrence of other circumstances that are not the responsibility of the Contractor, insofar as such obstructions are proven to exert an influence on the repairs, a reasonable extension of the repair period shall apply. This also applies if such circumstances occur after the Contractor has defaulted.

I. Work/repairs that are not performed

- a) The Principal shall be invoiced for services rendered to provide a cost estimate or offer and the additionally incurred cost to be supported by vouchers (time searching for errors to be equated with working hours) if the work could not be performed for reasons that are not the Contractors responsibility, in particular because:
- The Principal has culpably failed to honour the date;
 - The error for which a complaint is made did not occur during the inspection;
 - The contract had been terminated during the performance;
 - The repair proved to be impossible from an objective point of view; or
 - Spare parts cannot be obtained.
- b) If a repair cannot be performed, dismantling shall only take place or the original condition shall only be restored subject to reimbursement of costs unless work on the repair item was not necessary or is no longer possible from a technical point of view. The goods shall only be transported back subject to reimbursement of the packaging and transport costs. Scrapping is excluded from the reimbursement of costs.

II. Acceptance

- a) A formal acceptance is to take place at the Principals request directly following the end of the respective servicing work if a party requests this in advance.
- b) If a formal acceptance is not requested, the services shall be deemed accepted upon delivery, in any case, however, 5 days after invoicing, unless the services entail considerable faults.
- c) If the Principal defaults in acceptance or culpably violates other collaboration duties, we shall be entitled to request that the damage occurred as a result be compensated including possible additional expenses. In such a case the risk of accidental loss and accidental deterioration regarding the delivery item shall pass to the Principal at a time at which the Principal defaults in acceptance.
- d) In other respects, 2. IX. applies accordingly.

4. Work on outside products

Servicing work on outside products shall only be performed in accordance with our servicing and work instructions. In the event that the Principal requests servicing to the contrary in accordance with the manufacturers servicing instructions, such servicing requirements are to be submitted to the Contractor as early as the enquiry stage and are to be clearly labelled.

5. Duty to collaborate on the part of the Buyer

- a) The Principal undertakes to work towards the clarification of all technical matters and details required to perform the assignment, and to make available to us all the necessary documents in that respect.
- b) The Principal undertakes, in particular, to make available a so-called data security sheet for all products to be converted by us or those supplied and converted by the Principal in which, in part, details are to be recorded of the current contamination condition, and details about the medium in conjunction with which the products were last installed.
- c) The Principal undertakes to ensure that the products to be converted by us or those supplied and converted by the Principal do not contain any residue of the volume flow rate medium, and where applicable to dispose of this at its cost irrespective of where the products are located.

6. Technical progress

Alterations that are customary in the trade in respect of construction, design and materials that serve or do not impede the use as per agreement or the customary use of the goods and that are reasonable in respect of the Principal are reserved for all services. The same applies to acceptable, insignificant technical changes that are recommended or necessary as a result of new, scientific know-how and which an informed buyer would approve, and to those that would place the Principal in a better position.

7. Servicing and maintenance

- a) The Principal is to observe our instructions in respect of commissioning the delivery item, and arrange for servicing, inspections and care of the delivery item at the prescribed or recommended intervals by us or a service technician authorised by us.
- b) Spare and wear-and-tear parts may only be installed or dismantled by us or by a service technician authorised by us.

8. Material defects, liability, limitation on liability

- a) We shall be liable neither for the work of our employees or other vicarious agents insofar as such work is not part of the scope of the services to be rendered by us as per agreement nor for the personnel made available by the Principal.
- b) The Principal shall only be entitled to withdraw from the entire agreement and claim for damages in the event of faulty assembly and repair return deliveries if it has no interest in the rendered service by way of applying an objective standard.
- c) Should a complaint on the part of the Principal prove to be unjustified, the Principal undertakes to compensate us for the incurred and proven expenses as part of the assumed rectification of defects unless the Principal is not responsible for the fact that the rectification of defects was requested without justification.
- d) If devices, vehicles or tools made available by us are damaged at or in the workplace, or if they are lost, and this is not our responsibility, the Principal undertakes to provide full compensation. Damage that is attributable to normal wear-and-tear shall not be taken into consideration.
- e) In other respects, the provisions involving the limitation of liability set out in Section H. 2 of the General Terms and Conditions of Sale and Delivery for Transactions Abroad apply to servicing work.

9. Insurance

We reserve the right to take out assembly insurance at the Principals cost for our servicing work.

10. Calculation and payment

- a) With the order and before service will be started a down payment of 50% of the expected invoice amount has to be paid immediately.
- b) Our further servicing work shall be charged in accordance with the work progress at our discretion by way of weekly or monthly interim invoices, at the latest directly following the end of the work.
- c) In accordance with Section B. 2 of the General Terms and Conditions of Sale and Delivery for Transactions Abroad, and in the absence of a separate agreement, payment is to be made within 30 days following receipt of the invoice.
- d) Travelling costs for the journey for more than 200 km as well hotel costs must be paid by the client, even during warranty. Warranty work is free of charge.
- e) As a basic principle, invoicing will be done according effort and proof. Delay at site caused by, amongst others, entering and leaving the country (e.g. caused by customs), waiting time at site, etc. are not in our responsibility and therefore liable to lay costs in the same amount as working time.

11. Bearing risk and insurance policies

- a) The passing of risk is provided for in accordance with Sections D.1 and D. 2 of the General Terms and Conditions of Sale and Delivery for Transactions Abroad.

- b) In the case of services outside our works, we shall not carry any risk of accidental loss or accidental deterioration.
- c) Insurance cover against warehouse and transport damage and damage caused by fire and breakage shall only be taken out at the Principals written request and cost.

12. Accepting notification of faults by telephone

Our statements and references as part of accepting notification of defects are based on the Principals verbal details and are brought about in situations characterised by time pressure. Therefore, we cannot guarantee that they are accurate and complete.

13. Training

Our training including individual product-specific training merely provides information about the general questions, and does not cover all topics in full. It cannot replace an individual case-based assessment and development of an individual solution. Therefore, we are not liable for the consequences of using and applying the content of such training.