

The following terms and conditions only apply to persons, who act in the exercise of their commercial or independent professional capacity (entrepreneurs) when entering into the agreement and to legal persons or special assets under public law.

1. Applicable Conditions

All deliveries and services by Vötsch are exclusively based on these conditions and, if applicable, on separate contractual arrangements. General terms and conditions of purchase or other diverging, conflicting or supplementing general terms and conditions of the Customer only become a component of this agreement, if Vötsch expressly agreed to their validity. Individual arrangements entered into between Vötsch and the Customer in the individual case take priority over these General Terms and Conditions. Subject to proof to the contrary, a written agreement between Vötsch and the Customer or a written confirmation by Vötsch to the Customer is decisive for the content of such individual arrangements.

2. Offer

All offers provided by Vötsch are subject to confirmation by Vötsch to the Customer and without obligation, unless Vötsch expressly specifies otherwise.

3. Agreement Content

3.1 Vötsch product information and other documents such as illustrations, drawings, sketches and dimensions do not become a component of the agreement and are only binding in terms of approximate information, unless Vötsch expressly marks such information to be binding. Vötsch may deliver technically modified product versions, if products have been modified after the offer date within the scope of ongoing technical development. In this case, Vötsch has the right to deliver product versions that deviate from illustrations, drawings and descriptions, as well as from information provided regarding colors, dimensions, weight, quality and other information, provided such deviations are reasonable to the Customer considering the interests of both parties. If the products to be delivered by Vötsch may not deviate in any case from provided information or requirements, the Customer is obligated to clearly state this requirement when placing the order with Vötsch.

3.2 The Customer is obligated to procure at its cost any required approvals for the specific configuration and operation of the delivery items. If Vötsch supports the Customer in obtaining these approvals, the Customer will bear any expenses Vötsch incurs.

3.3 For installation and operation purposes, the Customer will provide at its cost required media in sufficient quantities and in a non-aggressive form.

3.4 Should software be included with the delivery, the Customer is granted a non-exclusive right to use the delivered software, including software documentation. The software is licensed for the use with the specific delivery item designated for this purpose. Use of software on more than one (1) system is not permitted.

The Customer may only reproduce, rework, translate or transform the software from object code to source code within the scope permitted by law (Sections 96a et seq. German Copyright Act [UrhG]).

The Customer undertakes to not remove or modify manufacturer information - in particular copyright notes - without Vötsch express consent. The Customer may create two (2) back-up copies of the software.

Vötsch and/or the software provider reserve all other rights to the software and documentation, including any copies thereof. Sub-licensing of software is not permitted.

4. Exports are subject to an Export License / Sanction List Check

Offers and order confirmations for deliveries abroad are subject to the condition precedent that the competent export control authorities grant the required export licenses.

In general, Vötsch does not fulfill orders for deliveries or services to Customers that are listed on national or international sanction lists.

5. Intellectual Property Rights and Copyrights, Confidentiality

Vötsch reserves all intellectual property rights and copyrights to samples, cost estimates, drawings, designs, templates and similar information in tangible, intangible and electronic form; such information may not be disclosed to any third party. Copies and other reproductions may only be created for the agreed purpose. Originals and reproductions may not be delivered or made available otherwise to third parties.

Vötsch undertakes to only disclose to third parties with the Customer's consent any information and documents that the Customer has designated as confidential.

6. Pricing

Unless agreed otherwise, all prices are ex works, including loading in the factory, however, excluding packaging and other costs. Prices are net prices plus statutory VAT, if applicable.

If Vötsch provides services after a period of four (4) months after the conclusion of the agreement, Vötsch may invoice wage and/or material price increases, including a reasonable overhead cost surcharge, that occurred after the offer date.

7. Payments, Delay in Payment, Retention of Payments, Withdrawal

7.1 Unless agreed otherwise, payment is to be made immediately after receipt of invoice to Vötsch payment account net of deductions and free of charges and expenses.

7.2 Vötsch is not obligated to accept bills of exchange. Bill charges are borne by the Customer. If a bill of exchange is not honored, all claims Vötsch may have against the Customer become due immediately.

7.3 In the case of delay in payment, Vötsch may charge interest on payments in arrears at a rate of nine (9) percentage points above the applicable base interest rate. Vötsch reserves the right to furnish proof of a greater damage.

7.4 Vötsch may charge EUR 10.- for each remainder.

7.5 The Customer is not entitled to retain payments or to offset based on counterclaims that are contested by Vötsch.

7.6 If after the conclusion of the agreement Vötsch becomes aware that its payment claim against the Customer may be at risk due to lacking financial capacity of the Customer (Section 321 German Civil Code [BGB]), e.g. if the Vötsch trade credit insurance company refuses to cover its claims against the Customer in the full amount, Vötsch may refuse performance and set a reasonable period for the Customer during which the Customer is required to effect advance payment against delivery or to provide security.

If the Customer refuses advance payment or provision of security or the set period expires without success, Vötsch may withdraw from the agreement and demand compensation.

8. Delivery Dates, Delivery Periods, Delay in Delivery

8.1 Delivery periods or delivery dates are only binding if their binding effect is expressly agreed.

8.2 The delivery period begins to run at the earliest with the sending of the order confirmation, however, not before Vötsch received (i) required drawings approved by the Customer and (ii) release notice for all documents to be procured and (iii) any required permits and approvals and (iv) all information required for the performance of the order, and not before all commercial and technical (v) issues are clarified between the contractual parties and (vi) the Customer has met all of its obligations vis-à-vis Vötsch, e.g. payment of an agreed down payment or payment of outstanding payments for previous deliveries.

8.3 If delivery dates cannot be met due to force majeure, labor disputes or other events that are beyond Vötsch' sphere of control, delivery periods are reasonably extended. The above provision also applies, if Vötsch subcontractors are affected by such circumstances. Vötsch will inform the Customer as soon as possible of the occurrence and end of such circumstances. Vötsch is also not responsible for aforementioned circumstances, if they arise during an existing delay of delivery.

8.4 Delivery periods or dates are met, if the delivery item has left the factory on or prior to the expiry of the respective delivery period or date or Vötsch has notified the Customer that the order is ready for shipment. In the event acceptance is required, the acceptance date is decisive or, alternatively, the readiness for acceptance notification date, except for cases where refusal of acceptance is justified.

8.5 If Vötsch entered into a supply contract with the Customer covering the respective delivery [kongruentes Deckungsgeschäft], compliance with agreed delivery periods or dates is subject to Vötsch correct and timely delivery by its suppliers. Vötsch is not released from its obligation to perform, if Vötsch is at fault for causing missing deliveries from suppliers.

8.6 The Customer may withdraw from the agreement without being required to set a grace period, if it is finally impossible for Vötsch to perform the entire order before the risk passes to the Customer. In addition, the Customer may also withdraw from the agreement, if the performance of a part of an order becomes impossible and the Customer has a justified interest to refuse acceptance of a partial delivery.

If the Customer does not have a justified interest to refuse acceptance of a partial delivery, the Customer is obligated to pay the contractually agreed price for the partial delivery. The same applies if Vötsch is unable to perform. Otherwise Item 12 applies.

8.7 In the event of a delay caused by us causing the Buyer evident damage, the Buyer may claim damages for delay.

Such claim shall be exclusively based on Section 12 of these Terms and Conditions. Should the Buyer grant us a reasonable period of grace to provide our services in the event of us being delayed and taking into consideration the legal exceptions, and should we fail to comply with such period of grace, the Buyer may withdraw from the agreement in accordance with the legal provisions.

8.8 In the event of the dispatch or approval of the product being delayed for reasons within the Buyer's scope of control, we may invoice the Buyer for the costs incurred as a result as from one month from notification of the readiness for dispatch and/or approval, but at least 0.5% of the invoiced amount for each month. At the same time, payment for all our deliveries and services provided up to that point shall fall due immediately. However, should no action be taken by the end of a reasonable period of grace granted by us, we may use the product for other purposes and supply the Buyer within a reasonable extended period.

8.9 In the case of mass merchandise, over or short delivery of up to +/-10% is permissible.

9. Receipt, Acceptance, Passing of the Risk, Default in Acceptance

9.1 The risk passes at the latest to the Customer, when the delivery item has left the factory. This provision also applies in the case of partial deliveries or if Vötsch agreed to provide other additional services such as e.g. shipment cost or transportation and installation. Acceptance of delivery is decisive for the passing of risk, if acceptance of delivery is required.

Acceptance of delivery is to be performed without undue delay on the acceptance date or, alternatively, after the readiness for acceptance notification by Vötsch.

If a test run is agreed, the passing of risks shall begin with the implementing. The Customer may not refuse acceptance in the case of a non-material defect.

Vötsch is authorized to insure all deliveries against transportation damages at the Customer's cost.

If transportation damages of the shipment are identified on arrival at the Customer or such damages are identifiable at a later date, the Customer is obligated to promptly demand that the carrier prepares a written ascertainment of the facts.

9.2 In the event shipment or acceptance is delayed or does not take place for circumstances that are not attributable to Vötsch, the risk passes to the Customer on the readiness for shipment / acceptance notification date. Vötsch undertakes to take out such insurance policy at the Customer's costs that the Customer demands.

9.3 If the Customer supplies material to Vötsch and such material is being damaged or becomes unusable, in particular during material processing or repair, Vötsch is only liable, if the damage is caused with intent or gross negligence, however, this liability is limited to the typical foreseeable damage, unless Vötsch is liable without limitation by virtue of a mandatory provision of the law; liability for simple negligence is excluded.

9.4 If materials provided by the Customer are stored at Vötsch, Vötsch will insure such materials against fire at its cost. The Customer must demand in writing, if Vötsch should take out any additional insurance policy.

10. Reservation of Title

10.1 Vötsch reserves title and the right of disposal to the delivery items until the Customer has paid in full all of our current and future claims arising from the supply agreement and an active business relationship (secured claims). This includes checks and bills receivables, as well as receivables from current accounts or checking accounts. If in connection with a payment, a liability arising from a bill of exchange is created for Vötsch, this reservation of title remains effective until any recourse against Vötsch based on such bill of exchange is excluded.

Before the aforementioned receivables of Vötsch are paid in full, the Customer may use delivered products within the ordinary course of business, unless a prohibition of assignment was or is agreed with the respective third parties for the claims the Customer assigned to Vötsch in advance according to Item 10.4. before the aforementioned receivables of Vötsch are paid in full, the Customer is also prohibited to pledge or transfer by way of security any delivered products and the Customer's resellers may only resell delivered products within the ordinary course of business with the provision that the reseller receives payment from its customers and transfers such payments to Vötsch without undue delay. The Customer will bear any costs or expenses for interventions.

10.2 In the event of attachments, seizures or other official orders, as well as encroachments of third parties against Vötsch property, the Customer is obligated to promptly notify Vötsch.

10.3 In the event the Customer is in breach of contract, in particular in the case of payment in arrears, Vötsch is entitled to retake possession of the delivery item after reminding the Customer and the Customer is obligated to return the delivery item.

10.4 If Vötsch enforces its right to the retention of title or levies attachment against the delivery item, such measure does not represent withdrawal from the agreement, unless the provisions of the German Installment Sales Act [Abzahlungsgesetz] apply.

10.5 The Customer, hereby, assigns all of its claims in the amount of the proportionate amount of the Vötsch invoice, including VAT and all ancillary rights, that the Customer may have against its customers or third parties from such resale. The above provision also applies, if the Customer transfers its purchase price claim from the resale into a checking account agreed between the Customer and its customer or a third party. Vötsch, hereby, accepts this assignment.

10.6 If the delivery item is installed on a real property in terms of a fixture or combined with movables of third parties or processed within the scope of a contract for work and services, the Customer, hereby, assigns its remuneration from such contract for work and services and/or its co-ownership share created thereby in the amount of the proportionate invoice amount of Vötsch, including VAT, for the processed goods subject to the reservation of title. Vötsch, hereby, accepts this assignment.

10.7 The Customer is hereby authorized to collect the above assigned claims within the ordinary course of business, provided the Customer promptly transfers to Vötsch any incoming amounts.

The authorization to collect assigned claims terminates, if the Customer defaults on its payments, application for judicial or extrajudicial insolvency proceedings is filed or in the case of a check or bill of exchange protest.

10.8 If delivery items became material components of a real property (fixtures), the Customer undertakes to allow Vötsch to deinstall those delivery items that can be removed without material negative effects on the building / structure and to retransfer to Vötsch ownership to the delivery items. If the Customer impairs Vötsch' aforementioned rights, the Customer is obligated to pay Vötsch compensation. The Customer bears any incurred deinstallation and other associated cost.

10.9 If the fair market value of existing securities for the benefit of Vötsch exceeds Vötsch' secured claims by more than 10% solely based on these provisions regarding reservation of title or together with other provided securities, Vötsch is obligated to release at its option provided securities accordingly, if the Customer requests the release of such securities.

10.10 Vötsch is authorized to insure the delivery item at the Customer's expense against theft, fire, water and other damages, unless the Customer provides documentation that the customer has taken out the respective insurance policies.

10.11 In the event the Customer is in breach of contract, in particular in the case of payment in arrears, Vötsch is entitled to retake possession of the delivery item after reminding the Customer and the Customer is obligated to return the delivery item. If Vötsch enforces its right to the retention of title or levies attachment against the delivery item, such measure does not represent withdrawal from the agreement.

10.12 Vötsch is entitled to withdraw from the agreement and demand prompt return of the delivery item, if an application for the opening of insolvency proceedings has been filed.

11. Liability for defective Delivery (Warranty)

Vötsch is liable for defects in quality and defects of title under exclusion of any additional claims - save of Section 12 - as follows:

Defects in Quality

11.1 If parts are defective due to circumstances prior to the passing of the risk, Vötsch is obligated at its option to remedy all such parts or to provide new delivery free of any cost for the Customer.

The Customer is obligated to notify Vötsch without undue delay, if any such defects are identified. Replaced parts become the property of Vötsch.

11.2 After Vötsch has been informed, the Customer is obligated to grant Vötsch the required time and opportunity to perform all remedies and replacement deliveries Vötsch deems necessary; otherwise Vötsch is released from any liability for any consequential damages. The Customer has the right to remedy a defect or cause a third party to remedy a defect and demand compensation from Vötsch for required costs and expenses only in urgent cases where operational safety is in jeopardy or to prevent disproportionate damages. The Customer is obligated to promptly notify Vötsch in any such case.

11.3 Vötsch bears all required expenses and cost, in particular transportation, travel, time and material costs (not: deinstallation and installation cost), for inspection and subsequent performance purposes, if such measures are caused by an actual defect. If such measures are not caused by an actual defect, Vötsch may demand that the Customer reimburses Vötsch any incurred costs and expenses from the Customer's unjustified demand to have a defect remedied (in particular inspection and transportation costs), unless the Customer was not in a position to ascertain that the situation was not caused by a defect.

11.4 In the case of a defective delivery, Vötsch will reimburse the Customer installation and deinstallation cost in accordance with Section 439 Para 3 German Civil Code [BGB], if the Customer furnishes proof that Vötsch is at fault for the defective delivery. Strict liability of Vötsch is excluded.

11.5 The Customer has the right to withdraw from the agreement within the scope of the statutory provisions, if Vötsch - under consideration of statutory exceptions - fails to comply with a set period for remedy or replacement delivery due to a defect in quality. In the event of an insignificant defect, the Customer only has the right to demand reduction of the contractually agreed price. Otherwise, the right to demand reduction of the contractually agreed price is excluded.

11.6 Vötsch assumes no liability, in particular in the following cases: Inappropriate or improper use, faulty installation or faulty putting into operation through the Customer or third parties, normal wear and tear, faulty or negligent treatment, improper maintenance, inappropriate equipment, faulty construction works, inappropriate building site, chemical, electro-chemical or electrical impact - unless Vötsch is responsible for such facts and circumstances.

11.7 In the event the Customer or a third party improperly remedies a defect, Vötsch is not liable for any consequences resulting therefrom. The same applies to any changes the Customer performs on the delivery item, without the consent of Vötsch.

11.8 If the Customer supplies parts or material to Vötsch for processing purposes or the Customer makes parts or material available for the processing of an order, Vötsch will not perform an inspection at goods receipt for not apparent defects, unless expressly agreed otherwise.

11.9 If the Vötsch' scope of delivery also includes software for IT systems, the following applies in addition:

- a. Vötsch warrants that the licensed software is free from reproducible defects. This warranty only applies, if the software is used in accordance with the terms of the license agreement.

- b. The Customer is obligated to inform Vötsch of any program errors or bugs without undue delay. Vötsch is obligated to remedy reported program errors or bugs. If it is impossible to remedy reported program errors or bugs, Vötsch is obligated to develop a workaround.
- c. If Vötsch is not successful to meet its obligations under b), the Customer may at its option reasonably reduce the agreed remuneration (also for devices, whose usability is not only insignificantly negatively affected by program errors or bugs) or demand dissolution of the agreement.
- d. Vötsch does not make any warranty that the licensed software meets the Customer's specific requirements.

Defect of Title

11.10 In the event use of the delivery item represents a violation of industrial property rights or copyrights, Vötsch will at its cost procure for the Customer the general right to continue the use of the delivery item or modify the delivery item for the Customer in such reasonable manner that industrial property rights are no longer violated.

The Customer is entitled to withdraw from the agreement, should such measures not be feasible at economically reasonable terms or within a reasonable period.

Vötsch is also entitled to withdraw from the agreement under the aforementioned facts and circumstances.

In addition, Vötsch will indemnify the Customer from and against any uncontested claims or claims recognized by declaratory judgment of the respective owners of such industrial property rights.

11.11 Subject to the provisions contained in Section 12, in the case of a violation of industrial property rights, the obligations of Vötsch stipulated in Section 11.9 are conclusive.

These obligations only apply, if

- the Customer notifies Vötsch of any asserted violations of industrial property rights or copyrights without undue delay,
- the Customer supports Vötsch in its defense against such asserted claims to a reasonable extent and provides the opportunity for Vötsch to perform modification measures according to Section 11.9,
- Vötsch is in full control of all defense measures, including out of court arrangements,
- the defect of title is not based on a Customer instruction and
- the violation of such rights is not caused through the unauthorized modification of the delivery item by the Customer or through the use of the delivery item by the Customer contrary to the agreement terms.

12. Liability

12.1 Unless provided otherwise in these General Terms and Conditions, including the following provisions, in the case of a violation of contractual and non-contractual obligations, Vötsch is liable according to the statutory provisions.

12.2 Vötsch is liable for damages - based on any legal grounds whatsoever - within the scope of liability based on fault in the case of intent and gross negligence. In the case of simple negligence, Vötsch is, subject to a less stringent liability standard, only liable in accordance with the statutory provisions

- for damages caused by injuries to life, body or health,
- for damages arising from a considerable violation of a material contractual obligation (an obligation, whose performance is a prerequisite for the proper execution of the agreement and on whose performance the customer routinely relies on and may rely on); in this case, Vötsch' liability is, however, limited to the compensation of the foreseeable damage that is typical for such agreements.

12.3 In the case of violations of duties by individuals, for whose fault or negligence Vötsch is responsible according to the statutory provisions, the limitations of liability resulting from Paragraph 2 also apply for the benefit of such individuals. The limitations of liability resulting from Paragraph 2 do not apply, if Vötsch fraudulently concealed a defect or Vötsch assumed a guarantee for the quality of the goods and for claims of the Customer based on the German Product Liability Act [Produkthaftungsgesetz] or similar mandatory provisions of the law regarding liability.

12.4 The Customer may only withdraw from or terminate the agreement for a violation of an obligation that is not based on a defect, if Vötsch is responsible for the violation. A right to convenience termination by the Customer (in particular according to Sections 650, 648 German Civil Code [BGB]) is excluded. Otherwise, the statutory requirements and legal consequences apply.

13. Vötsch Claim to Damages in the Case of Non-Performance by the Customer

If Vötsch has a right to claim damages for non-performance, the minimum flat-rate damage amount to be compensated will be 20% of the agreed price, excluding VAT. The damage amount is to be increased, if Vötsch furnishes proof of a greater damage or decreased, if the Customer furnishes proof of a smaller damage.

14. Installation, Putting into Operation

If the Vötsch scope of delivery includes installation and/or commissioning of systems, the following additional conditions apply:

14.1 Pricing

Unless agreed otherwise, these services are invoiced on a time-and-labor basis at the applicable Vötsch installation rates. The Customer is also obligated to pay for used materials, as well as travel cost of the Vötsch personnel to and from the Customer site, transportation cost, custom fees and expenses and transportation insurance for baggage and tools, expenses for the procurement of identification papers, passports and other out-of-pocket expenses, such as telephone expenses etc.

14.2 Billing

The Customer signs and confirms the installation reports submitted by the installation team regarding the installation team's work, travel and waiting times, as well as work performed by the installation team.

If the Customer refuses to sign and confirm the installation report or the Vötsch installation team cannot obtain this confirmation for other reasons, billing will be based on the completed installation reports of the Vötsch installation team.

The Vötsch offer does not contain any ancillary works (such as e.g. masonry, chiseling, plastering works, carpentry, installation of electric connections and leads, ground works), unless such works are separately itemized with quantity and price. If Vötsch provides services that are not contained in the offer, the Customer is obligated to separately pay for these services. Applicable Vötsch service rates apply. The same applies, if Vötsch incurs additional costs because ongoing works or services are interrupted for reasons Vötsch is not responsible for.

14.3 Assistance and Support to be provided by the Customer

The Customer is obligated to provide assistance and support at its cost in the performance of the services. The Customer is in particular obligated

- a. to provide required qualified support staff (masons, carpenters, mechanics and other qualified personnel, aids) in the number and for the duration as required for the installation;
- b. to perform in a timely manner all ground, construction, foundation and scaffolding works, including procurement of building materials, installation of power and cooling water leads, conduits and connections, as well as pressure-free outlets, sanitary, electric, installation, mason and carpenter works;
- c. to provide suitable access routes for mobile cranes and the delivery of installation components;
- d. to provide required information regarding the position of hidden power lines, gas and water pipes or similar installations, as well as required structural information prior to the start of installation works without being asked.
- e. to provide heating, illumination, power and water, including required connections;

- f. to provide required dry, lockable, theft proof premises for safekeeping purposes of tools, as well as break rooms for the installation team;
- g. to protect the installation site and materials from damaging effects of any kind;
- h. to make the Vötsch installation team aware of any hazards (e.g. fire hazards in premises or of materials) that may arise in connection with cutting, welding, thawing or soldering works and to take all required safety measures (e.g. posting of fire watches, fire extinguishing material etc.);
- i. to provide special gear in the case of a difficult or hazardous working environment, such as vapors, gases, acids or dust-laden air that have adverse health effects. The same applies to protective gear or safety devices that are required due to special circumstances at the installation site and that are not customary in the industry in which Vötsch operates. In addition, the installation team must be instructed regarding the safety provisions that are important for the installation;
- j. if a member of the Vötsch installation team falls ill or suffers an accident, to ensure that such member receives immediate medical care and to inform Vötsch without undue delay.
- k. if the installation site is outside of the Federal Republic of Germany, to procure required permits for the entry of the Vötsch installation team and to obtain work permits if required, to obtain in a timely manner any official approvals or permits required for the export and installation of devices and plants, to inform the Vötsch installation team on all requirements (notices etc.) the local authorities may have, as well as on existing official safety provisions, to support the Vötsch installation team in its dealings with the authorities and to assist the Vötsch installation team in obtaining all official certificates or confirmations that guarantee for the Vötsch installation team freedom of movement in the respective country and its travel back home at any time, including its property.

14.4 Acceptance

The Customer is obligated to perform acceptance of the installation as soon as Vötsch notified the Customer of its completion. The plant is considered to be accepted after its commissioning was successfully tested, even if the Customer did not participate in this test in spite of a reasonably set period in accordance with Section 640 Para 2 German Civil Code [BGB]. At the Customer's request, the installations of operational sub-systems of the plant are to be accepted separately. If the Customer operates the plant, in whole or in part, or acceptance of the plant is delayed without any fault on the part of Vötsch, the plant is considered to be accepted two (2) weeks after notification of its completion. Use of the plant prior to acceptance is only permitted with Vötsch' express consent and any portions of the plant that are installed during such use are considered to be accepted.

15. Statute of Limitations

In derogation from Section 438 Para 1 No. 3 German Civil Code [BGB] the general statute of limitations for claims arising from defects in quality and defects of title is one (1) year from delivery. If acceptance is agreed, statute of limitations begins to run from acceptance. If the delivery item is, however, a structure, or an item that was used for a structure according to its customary use and that item caused the structure's defectiveness (building material), the statute of limitations is five (5) years from delivery in accordance with the statutory provisions (Section 438 Para 1 No. 2 German Civil Code [BGB]). Other special statutory provisions concerning the statute of limitations (in particular Section 438 Para 1 No. 1, Para 3, Sections 444, 479 German Civil Code [BGB]), remain unaffected.

The aforementioned periods of limitation under the law on the sale of delivery item also apply to the Customer's contractual and non-contractual claims to damages that are based on a defect of the delivery item, unless application of the general statutory period of limitation (Sections 195, 199 German Civil Code [BGB]) would result in a shorter period of limitation. The Customer's claims to damages according to Item 12, as well as under the German Product Liability Act become, however, exclusively statute-barred in accordance with the statutory periods of limitation.

16. Binding character of the Agreement

If individual terms and conditions of this agreement are legally ineffective, the remaining parts of this agreement continue to be binding. The above provision does not apply, if abiding by this agreement would represent an unreasonable hardship for a party to this agreement.

Should a provision of this agreement be ineffective, in whole or in part, the parties to this agreement will promptly make every effort to achieve the economic success that was intended with the ineffective provision by any other means permitted by law.

17. Force Majeure

17.1 Labor disputes, except, however, for labor disputes that are not limited to the supplier's company, civil unrest, fire, flood, terrorism, official measures and other unforeseeable, inevitable and grave events release the contractual parties from their contractual obligations for the duration of such disturbance and to the extent of its effects.

17.2 The parties undertake to promptly exchange required information to the extent reasonable and to adjust their obligations in good faith to the changed facts and circumstances.

17.3 If a force majeure event is not ceased within a period of three (3) months, the other party may terminate this agreement with immediate effect. Additional claims do not exist.

18. Place of Jurisdiction, Governing Law

Place of jurisdiction for all disputes arising from this contractual relationship is Gießen, Germany. Vötsch may also file legal action against the Customer at the Customer's place of business.

The laws of the Federal Republic of Germany governing legal relationships between domestic parties exclusively apply to all legal relationships between Vötsch and the Customer

The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) or other conventions on the law of the sale of goods is excluded.