

Article 1 Scope of application and contract terms

- 1.1 These general terms and conditions apply to contracts (also referred to as order confirmations or agreements) between the contractee and the PRINZING PFEIFFER GmbH, also PRINZING PFEIFFER, also referred to as the contracting parties. Contracts in the negotiating phase as well as quotations, which PRINZING PFEIFFER submits to the employer, are also included in the general terms and conditions.
- 1.2 PRINZING PFEIFFER explicitly excludes purchasing and tender terms or other general terms and conditions of the employer. Deviations of these general terms and conditions by the client are only binding if PRINZING PFEIFFER has explicitly consented to this in writing.

Article 2 Offers and offer documents

- 2.1 The offers by PRINZING PFEIFFER are, if not described otherwise in the offer, non-binding and unshareable.
- 2.2 PRINZING PFEIFFER reserves the ownership or copyright of all of their submitted quotations and estimates of cost as well as drawings, pictures, calculations, brochures, catalogues, models, tools and other documents and resources made available to the employer. The employer may not share these objects without the express consent of PRINZING PFEIFFER with third parties, publicize them, use them themselves or through third parties or reproduce them. If PRINZING PFEIFFER so desires, the employer must also completely return these objects or copies that may have been made, or destroy these, if they are not needed any more during standard negotiations or if negotiations will not lead to the completion of a contract.
- 2.3 Details by PRINZING PFEIFFER in pictures, catalogues, brochures, drawings as well as measurements and weight data, capacity data, yield data and other details that PRINZING PFEIFFER makes available are only then binding for PRINZING PFEIFFER if they are clearly noted in the contract as guaranteed quality features.
- 2.4 The PRINZING PFEIFFER facilities adhere to German law, while adhering to German standards, the rules of the Association for Electrical, Electronic & Information Technologies as well as German accident prevention regulations, valid from the point in time of the completion of the contract. Divergent or additional measures due to foreign standards or laws such as, for example, security and safety regulations, are to be noted by the employer and PRINZING PFEIFFER is to be compensated for these separately. Should the employer not inform PRINZING PFEIFFER of the standards and laws applicable, such as security and safety regulations, at the point of destination, thus leading to violations of applicable standards and laws at the point of destination and PRINZING PFEIFFER is then subjected to these violations and held accountable, the employer frees PRINZING PFEIFFER of these claims; this exemption does also include prosecution costs.

Article 3 Contract

- 3.1 If the contract is concluded in written, PRINZING PFEIFFER is only then bound after and when PRINZING PFEIFFER has confirmed the contract in written form. The contents of the contract are exclusively determined by this order confirmation.
- 3.2 The written order confirmation is solely responsible for the legal relations between PRINZING PFEIFFER and the employer according to number 3.1 including these general terms and conditions. The order confirmation completely reiterates all accords between the contract parties regarding the contents of the contract.
Oral agreements, submitted quotations and agreements made before completion of this contract are legally non-binding. Oral agreements of the contract parties are replaced by the written contract if it is not made clear on both sides that these are further binding.
- 3.3 Excess work or reduction of work are referred to as changes regarding the size and/or the property of that which was agreed upon completion of the contract.

Article 4 Drawings and descriptions

- 4.1 The drawings and descriptions made available to the employer remain the property of PRINZING PFEIFFER. They are to be used exclusively for management and not to be shared with third parties without the express consent of PRINZING PFEIFFER. If not explicitly agreed upon otherwise, PRINZING PFEIFFER is not obligated to make detail drawings available.
- 4.2 Drawings, which the client must have sanctioned during the completion of the contract, are to be confirmed/denied by PRINZING PFEIFFER within ten calendar days after sending. Without objection or that is to say a written permit, the project or rather foundation plans are in effect after ten calendar days.
- 4.3 The drawings and descriptions made available by the employer PRINZING PFEIFFER remain the property of the employer. They are only

to be used for completing the contract. PRINZING PFEIFFER is not responsible for information that is made available by the employer, for instance – but not limited to – details regarding the construction site and infrastructure. The employer is liable for any damages that may occur to PRINZING PFEIFFER due to erroneous or rather faulty information supplied by the employer.

- 4.4 The know-how that is collected during completion of the contract will also be the exclusive property of PRINZING PFEIFFER such as patent rights if not stated otherwise in the contract.

Article 5 Prices

- 5.1 The agreed upon price or tariff in euro that was stated in the contract or confirmation by PRINZING PFEIFFER.
- 5.2 The prices exclude the value added tax and apply to delivery ex works according to the point in time of the incoterm conditions agreed upon in the contract, if not otherwise stated in the contract and/or order confirmation. Customs duty of any kind as well as taxes are not included in the price and are to be covered by the employer.
- 5.3 If any other services not stated in the contract are to be executed by PRINZING PFEIFFER, these are to be compensated for by the employer according to the valid PRINZING PFEIFFER cost rate.
- 5.4 For contracts that contain a price in a currency other than euro, the price agreed upon must be the same as the value in euro according to the conversion rate at the time of the realization of the contract.
- 5.5 For excess work, if not agreed upon otherwise, the standard rates of PRINZING PFEIFFER at the time of execution of the excess work or the prices charged by PRINZING PFEIFFER respectively apply.
- 5.6 If not explicitly agreed upon otherwise, the rates of PRINZING PFEIFFER are adjusted annually.
The adjusted rates apply starting from the point in time of adjustment for all contracts between the employer and PRINZING PFEIFFER.
- 5.7 If services are fulfilled at a location monitored by the employer, the employer must sign the hourly sheets regularly filled out by PRINZING PFEIFFER employees. These hourly sheets are the basis for the invoice, if not otherwise agreed upon. The hourly sheets presented by PRINZING PFEIFFER employees are considered accepted and signed if the employer does not sign the hourly sheets presented within ten calendar days or if he does not sign it without a written explanation as to why not.
- 5.8 In the case of delays of the work due to circumstances caused by the employer, costs arising due to this, such as waiting time, additional travel and layover costs, will be billed to the employer. Furthermore, PRINZING PFEIFFER is entitled to inflationary compensation if material prices and wages change in the meantime.

Article 6 Payment

- 6.1 Payment of the contracting price must be made according to the delivery and payment conditions or rather the payment plan noted in the order confirmation. If no agreement can be reached, it is owed as followed:
 - a) 30% of the order value as a prepayment within 10 calendar days after sending of the order confirmation by PRINZING PFEIFFER
 - b) 30% of the order value at half the delivery term, but no later than three months after sending of the order confirmation by PRINZING PFEIFFER.
 - c) 35% of the contract value on delivery, or rather on announcement of readiness of sending by PRINZING PFEIFFER, according to the respective shipping terms agreed upon.
 - d) 5% of the contract value on transfer of risk, however no later than 3 months after announcement of shipping readiness by PRINZING PFEIFFER.
- 6.2 Should no flat rate be included in the contract price for assembly and start-up services by PRINZING PFEIFFER, a separate billing will take place based on cost rates of PRINZING PFEIFFER. The settlement will take place while taking the in the assembly report reported work hours and the cost rates as a basis. Traveling expenses are billed including a 5% handling fee. The settlement takes place on a monthly basis.
- 6.3 All payments are to be made without any deductions and without any offsetting onto an account supplied by PRINZING PFEIFFER if no other time frame has been agreed upon.
- 6.4 Any costs arising with the service of payment securities are to be covered by the employer.
- 6.5 If payments – be it via documentary letter of credit – are to be made on presentation of transport documents, these are also to be made on presenting a proof of warehousing should the transport cannot be carried out due to force majeure or circumstances that PRINZING PFEIFFER has no power over. Costs arising due to warehousing are to be covered by the employer in this case according to article 7.5.

- 6.6 Should the employer not pay when payment is due, he is immediately in default without any further notice. If the employer is in default, he owes default interest of eight (8) percent over the respective base interest rate as well as costs arising from court and out of court, however at least 15% of the amount with which the employer is in default.
- 6.7 If the employer cannot uphold dates of payment or should it be obvious after contract closing that for any other reason, the payment terms of PRINZING PFEIFFER are jeopardized by lacking performance capabilities by the employer, PRINZING PFEIFFER reserve the right to deny the service until a return service is completed or until a certain security exists. Any damages occurred due to this delay are to be covered by the employer.

Article 7 Delivery time

- 7.1 The delivery time begins after receipt of the first prepayment and, if agreed upon, after guaranteeing payment securities for the rest the amounts to be paid.
- 7.2 Prerequisite for the compliance with the delivery time contractually agreed upon is:
- that all commercial and technical questions between the contracting parties have been resolved;
 - that the employer has fulfilled all of the necessary obligations;
 - that all necessary details and required documents have been made available to PRINZING PFEIFFER by the employer.
- 7.3 If a certain delivery date has been agreed upon and the employer does not fulfill the conditions stated in article 7.2, the delivery date will be postponed accordingly.
- 7.4 If the first prepayment has not been made within three months after the date of bill of the order confirmation by PRINZING PFEIFFER or the contract has not been signed, PRINZING PFEIFFER has right to withdraw from the contract and claim damages according to provisions of the law.
- 7.5 Should a delivery not be possible due to requirements not met by the employer (e.g. payments or collection), the components must be put into interim storage. All costs arising from this will be billed to the employer, however at least 0.5 percent of the invoice amount of delivery or in the case of partly deliveries the partial invoice amount for each beginning month.
- 7.6 The delivery time is based on the point in time of conclusion of the contract applicable working conditions and on the completion of the materials ordered by PRINZING PFEIFFER. If the delays arise due to changes, which were not caused by PRINZING PFEIFFER, of the specified working conditions or because the materials ordered have not yet been delivered on time, the delivery time will be increased as long as needed.
- 7.7 Should the delivery time not be upheld due to circumstances out of the reach of PRINZING PFEIFFER („force majeure“), the delivery time will be increased accordingly. Events or circumstances that are out of the reach of PRINZING PFEIFFER are, for example, but are not limited to, industrial conflicts, not mattering if rightful or unlawful, fire, explosion, war, not mattering if declared or not, general mobilization, rebellion, revolution, confiscation, acts of sabotage, terror attacks, embargoes, requisition, limitation of energy consumption, bankruptcy, circumstances dependent on weather which halt any work (e.g. strong snow, freezing or storms) faulty or delayed delivery or services by sub companies due to such events or circumstances. Appropriate is at least the deadline by which the delivery time of the facility has been delayed by the event. Should a delivery not be able to be completed due to the previously described events or circumstances, PRINZING PFEIFFER is exempt from having to deliver. In these cases, the employer does not have any claim to damage compensations and/or rights to withdraw. PRINZING PFEIFFER is obligated to inform the employer in a timely manner of the beginning and end of such events in important cases.
- 7.8 Should PRINZING PFEIFFER be in default due to circumstances caused by PRINZING PFEIFFER, and if damages occur to the employer due to this, PRINZING PFEIFFER is then obligated to cover a default payment as a comprehensive and sole compensation. This amounts 0.2% after a delivery delay of four weeks for each full week, but in total not more than 5% of the value of the applicable part of the entire delivery which cannot be used in time or as agreed upon in the contract. Further claims by the employer due to delay and claims due to delay of a partial delivery are excluded.
- 7.9 Should fixed timeframes and/or a time frame for the completion of assembly and start-up be agreed upon by PRINZING PFEIFFER, these will be effected according to articles 7.2 and 7.8 with respect to article 9.

Article 8 Shipping and transfer of risk

- 8.1. PRINZING PFEIFFER makes the components available ex works and unpacked for the employer to pick these up. A differing clause with

respect to INCOTERMS 2020 will be agreed upon separately and the costs arising from this are to be covered by the employer. A transport type as well as an appropriate packaging for the recipient country, and also the loading is to be covered by the employer.

- 8.2. Upon sending PRINZING PFEIFFER ensures, if desired by and billed to the client, the goods **on breach** according to the usual conditions of PRINZING PFEIFFER.
- 8.3. Risk is transferred to the employer when the goods have left the works, and even then, when partial deliveries are made, unless a different written agreement has been made between the employer and PRINZING PFEIFFER.
- 8.4. As far as an acceptance at the time of sending is to occur, this must take place immediately on the date of acceptance, alternatively after PRINZING PFEIFFER has informed the party of the acceptance to occur. The employer may not decline the acceptance of goods if there are no substantial defects.
- 8.5. If sending is delayed or does not occur due to circumstances out of PRINZING PFEIFFER's reach, the risk is transferred to the employer on the day of readiness of shipping. PRINZING PFEIFFER is obliged to take out the insurances demanded by the employer at his cost.
- 8.6. PRINZING PFEIFFER is only obligated to sending of the goods when the costs of warehousing have been covered by the employer with regards to article 7.5.
- 8.7. Partial deliveries are valid. In this case the employer is obligated to payment of the respective partial amounts as soon as PRINZING PFEIFFER has shipped the goods, or rather when PRINZING PFEIFFER has notified the employer of readiness of shipping respectively.

Article 9 Conditions of assembly and commissioning

- 9.1 If not agreed upon otherwise in the order confirmation, assembly and commissioning are limited to an arranging master assembly and commissioning by PRINZING PFEIFFER which are connected to the following conditions:
- 9.2 Assembly
- 9.2.1 For assembly, all building materials delivered and important to the start-up that are included in the scope of delivery and are assembled and examined for their operational conditions by PRINZING PFEIFFER.
- 9.2.2 All details on duration of assembly are estimated values. Should the duration of assembly be agreed upon as binding, it is then considered upheld if the entire assembly of the building materials included in the scope of delivery has been executed by PRINZING PFEIFFER before expiration. Assembly must be made without interruptions regarding the employer or his performing agents. The employer is to assist PRINZING PFEIFFER's employees for a smooth process at his own cost. In the case of waiting time caused by the employer, all occurring costs, including traveling expenses of PRINZING PFEIFFER employees, are to be covered by the employer. This also applies if a flat price has been agreed upon regarding assembly and/or start-up. The conditions also apply to articles 9.2 – 9.5.
- 9.2.3. Fulfilling the following obligations for the employer is a requirement for an orderly and consistent assembly and start-up:
- 9.2.3.1 Before beginning of assembly as well as before beginning of start-up, check lists that are to be filled out and sent back may be provided by PRINZING PFEIFFER.
- 9.2.3.2 The employer is obligated to construction site coordination for crafts that are not included in the PRINZING PFEIFFER scope of delivery as well as designating someone responsible for the construction site.
- 9.2.3.3 Upon arrival of the deliveries to the employer, but at beginning of assembly the latest, the employer must supply the following permanently (including the time of assembly, start-up, instruction and assembly as well as the time of permanent acceptance) at their own cost and risk:
- compiling static calculations necessary to or also required by the facility location, especially for the building, foundations, stairs, ladders, platforms and scaffolds; that are not immediately required by PRINZING PFEIFFER.
 - Preparation of all necessary building measures according to the recommendations of final drawings made available by PRINZING PFEIFFER;
 - Supplying exact, durable and broom-clean foundations according to PRINZING PFEIFFER's final foundation plan;
 - Disassembly of facility components that may exist;
 - Supplying a drivable access road (admissible traffic load according to SLW 60) for unloading and transporting material to the site of assembly;
 - Supplying a suitable fenced-in area for temporarily storing as well as protecting the material from climatic influences;

- g) Unloading from the truck and installation of the facility components at the position determined according to plan;
 - h) Supplying cranes and other lifting gear (including an operator) as well as hydraulic lifts or operating platforms respectively. Before beginning of installation PRINZING PFEIFFER will provide the customer with the necessary information regarding crane selection. The necessary need and time frame will be determined by PRINZING PFEIFFER before assembly begins.
 - i) Supplying operating platforms, scaffolds, ladders according to a list of requirements made available by PRINZING PFEIFFER;
 - j) Transport of PRINZING PFEIFFER employees from/to the airport as well as on site between lodging and construction site (rental car may be needed). Travel time is considered working hours.
 - k) Supplying a warehouse for assembly that is wind and rainproof for assembly of PRINZING PFEIFFER's scope of delivery. A minimum temperature of +5°C in the warehouse is to be guaranteed.
 - l) Supplying lodging (middle class hotel or apartment) to PRINZING PFEIFFER employees according to following specifications: minimum standard 3* middle European standard, single room with shower/toilet or bathroom/toilet including daily cleaning and towel change, change of linens weekly and continental breakfast.
 - m) Supplying a dry and lockable room for storing PRINZING PFEIFFER employees' tools or supplying an area for constructing a 20 feet tool container with a power connection.
 - n) Supplying burglarproof common and work rooms with a heater and lighting as well as sanitary equipment for PRINZING PFEIFFER employees.
 - o) Supplying sufficient qualified aid personnel for transport and assembly in required number and qualification. The exact number will be specified by PRINZING PFEIFFER. The aid personnel is to follow PRINZING PFEIFFER employees' instructions. PRINZING PFEIFFER does not carry any liability/responsibility for aid personnel. For installation of further, not specified components, such as noise cancellation, additional personnel is required. If not sufficiently qualified, PRINZING PFEIFFER reserves the right to make personnel available at a cost in order to guarantee a smooth procedure of the assembly and start-up.
 - p) Making all required security measures for personal protection available according to local regulations, as far as these are not included in PRINZING PFEIFFER's scope of delivery. Due to reasons of liability, start-up may only commence when all security requirements have been met completely.
 - q) Schooling PRINZING PFEIFFER employees regarding local security regulations as well as notification regarding possible disregard of these security regulations.
 - r) Supplying electricity and water according to circuit diagrams or that is to say according to the notes in the foundation drawings. If not agreed upon otherwise, scope of delivery for PRINZING PFEIFFER equipment and services begins at the main switches installed in the control cabinets. Current transformers, power distributors and access lines in respective measurements and with appropriate fusing are to be made available by the employer. All power lines to each building part are to be installed in cable ducts. Should any other cabling (meaning cable racks) be necessary, this will be billed separately.
 - s) Supplying all components/services that are not included in PRINZING PFEIFFER's scope of delivery (products/services of third parties). Technical data, services, interfaces for control and other services for products of third parties must be exactly clarified by the employer before assembly works commence. The time plan for the delivery and assembly of products of third parties as well as their services is to be coordinated with PRINZING PFEIFFER 15 workdays before assembly works begin.
 - t) Supplying welders including oxygen as other resources and tools according to a list separately made available by PRINZING PFEIFFER.
 - u) Supplying a German or English-speaking interpreter with technical knowledge, should no German or English-speaking personnel be present.
 - v) Grounding and illumination of the entire facility.
- 9.3 Start-up and test run
- 9.3.1 Start-up and test run occur in two parts:
- 9.3.1.1 Cold start-up (without material): The core functionality of each component or that is to say the workflow of the facility is tested without material. Only after cold start-up can the facility be taken into operation with material.
- 9.3.1.2 Warm commissioning (with material): start-up or that is to say test run occur, if not contractually determined otherwise by testing the manufacturing process with a standard mould.
- During warm commissioning, the employer must make a sufficient number of qualified operating personnel available for each component. PRINZING PFEIFFER recommends making the operating personnel available from the start of assembly as this will give them sufficient time to familiarize themselves with the facility.
- 9.3.1.3 If additional moulds are tested or installed, all costs arising from this will be extra billed to the employer
- 9.3.1.4 The employer must make the following available free of charge until the start of the testing and commissioning phase:
- a) compressed air
 - b) resources such as, for example, hydraulic oil
 - c) Separate phone line for the use of a modem for remote maintenance or a high-speed internet connection with a transfer rate of at least 500 Kbit
 - d) Forklifts for the commissioning of the facility, for instance for transporting concrete products, for change in form, etc.
 - e) Sufficient amounts of resources and ingredients, such as binder materials, cement, additives, colors, etc. of sufficient quality. The amount of required materials must be determined by the employer before the start of the test run and commissioning. The agreed upon product services may only be fulfilled if concrete aggregates in accordance with DIN 52100-2 and concretes in accordance with DIN 1045 are used. PRINZING PFEIFFER only has an advisory role regarding concrete mixture and quality. The employer is responsible for the selection and provision of appropriate resources and ingredients as well as their formulation.
 - f) At least one mould in accordance with the technical specifications of PRINZING PFEIFFER, provided it is not included in the scope of delivery contractually agreed upon.
 - g) Production padding (e.g. base pallets, sheets, wooden boards) in sufficient number and of sufficient quality, for instance regarding flatness, carrying capacity, strength surface condition.
 - h) Transport pallets in sufficient number and of sufficient quality, provided these are needed for the production process.
 - i) Required industrial safety devices for the construction site as well as for facilities and products of third parties.
 - j) Transitions over conveyor tracks, provided they are not included in the contractually agreed upon scope of delivery of PRINZING PFEIFFER.
- 9.4 Schooling and instruction
- 9.4.1 If not agreed upon otherwise, schooling and instruction of the operating personnel will already place during commissioning and test production. Schooling and instruction are to take place without any interruptions on the part of the employer. If not agreed upon otherwise, schooling and instruction are to end 2 weeks the latest after start of the test production.
- 9.4.2 The scope of performances of schooling and instruction essentially contains all aspects to guarantee the following points:
- a) Following all relevant security instructions regarding the PRINZING PFEIFFER scope of delivery
 - b) the continual operation of the components delivered by PRINZING PFEIFFER as far as they can be operated independently from third parties
 - c) Procedural regulations regarding the delivered components d) Failure analysis and corrective action
- 9.4.3 The instruction and schooling for building materials made available by the employer or delivered by third parties are not a part of schoolings and instruction given by PRINZING PFEIFFER.
- 9.5 Acceptance
- 9.5.1 The employer is obligated to the acceptance of the facility as soon as its completion has been shown and a contractually agreed upon test (comprehensible test run) has taken place, the latest 3 months after the end of assembly. If commissioning or the test run respectively has been successful, the employer is to subsequently issue an acceptance certificate and is to be signed by the employer as well as a representative of PRINZING PFEIFFER.
- 9.5.2 Should a test run not have been contractually agreed upon, the facility is considered accepted when it shows the agreed upon characteristics during commissioning.
- 9.5.3 Should the agreed upon conditions not be met during a test run, PRINZING PFEIFFER is obligated to correct the flaw at its cost and has the right to repeat the test run. This does not apply if the fault is insignificant to the interests of the employer or the fault was caused outside of PRINZING PFEIFFER's reach. Should an insignificant fault occur, the employer does not have the right to decline the acceptance.
- 9.5.4 If PRINZING PFEIFFER has shown the employer the completion of the facility and if the employer is obligated to acceptance, the acceptance is considered completed after two weeks since the notification of completion if PRINZING PFEIFFER has notified the employer of this. PRINZING PFEIFFER's right according to § 640 par. 1 sentence 3 of the German Civil Code of setting an appropriate deadline for the acceptance after its

- fruitless expiration when the acceptance is considered complete, remains in place.
- 9.5.5 Acceptance of individual assembly groups or building conversions takes place without written confirmation immediately after assembly and commissioning of single assembly groups or after building conversions have taken place.
- 9.5.6 In the case of faults which do not or barely affect the intended use, the objects and services are considered accepted regardless. PRINZING PFEIFFER will correct these faults according to the guarantee found in article 12.
- 9.5.7 The use of the facility by the employer for production purposes is considered the same as acceptance.
- 9.5.8 It is expressly noted that service details or other characteristics found in advertisements are not part of the contract between the employer and PRINZING PFEIFFER.
- 9.6 Assembly materials
- 9.6.1 All assembly tools and devices provided by PRINZING PFEIFFER remain the property of PRINZING PFEIFFER.
- 9.6.2 The assembly materials are complemented by additional material (detailed lists will be created by PRINZING PFEIFFER) which remain the property of PRINZING PFEIFFER and will be used as a reserve during assembly. These additional materials as well as the entire remaining assembly materials will go back to PRINZING PFEIFFER after commissioning. The backhaul will take place at the cost of PRINZING PFEIFFER. In no case is there a right to keep the mentioned materials, neither by the employer, his performing agents or third parties.
- 9.6.3 Should tools and facilities provided by PRINZING PFEIFFER at the assembly location be damaged or lost through no fault of PRINZING PFEIFFER, the employer is obligated to replace the resulting damages. This does not apply if damages are due to normal deterioration due to intended use of the materials.
- 9.7 Delays
- 9.7.1 If commissioning is delayed or any other services PRINZING PFEIFFER is contractually obligated to are delayed due to reasons out of PRINZING PFEIFFER's reach, especially such as force majeure such as industrial conflicts, commissioning and any other services will be delayed accordingly. At least a time frame by which the completion of the facility and/or the execution of the services delayed by the event is considered an appropriate delay. The assumption of costs arising from such delays is to be handled amicably between the employer and PRINZING PFEIFFER.
- 9.7.2 Should the assembly, commissioning, schooling or test run as well as the acceptance be interrupted due to reasons outside of PRINZING PFEIFFER's control and are not force majeure in any case, all additional costs including the travel expenses will be billed to the employer.
- Article 10 Reservation of ownership**
- 10.1 PRINZING PFEIFFER reserves the ownership of the items to be delivered or the facility respectively until all payments contained in the order confirmation have been made.
- 10.2 PRINZING PFEIFFER has the right to take out an insurance at the cost of the employer for theft, breach, fire and water damages or any other damages if the employer himself has not explicitly taken out such an insurance.
- 10.3 The employer is not allowed to either sell, pawn or transfer the rights of the delivery item or facility until the complete payment has been made. PRINZING PFEIFFER is to be notified immediately of pawning as well as confiscation or any other regulations through third parties.
- 10.4 Should the employer behave contrary to agreement, especially during delayed payment, PRINZING PFEIFFER is entitled to retrieve the delivery item or facility after giving notice and the employer is obligated to surrender said items. The assertion of the retention of ownership as well as pawning of the delivery items by PRINZING PFEIFFER are not considered avoidance of contract and is notwithstanding regarding PRINZING PFEIFFER's right to compensation.
- 10.5 The request for beginning the bankruptcy procedure regarding the employer's assets allows PRINZING PFEIFFER to avoid the contract and demanding the immediate return of the delivery items or facility respectively. This does not diminish PRINZING PFEIFFER's right to compensation.
- Article 11 Software usage**
- 11.1 As far the scope of delivery contains software, the right to utilize this delivered software as well as its documentation is transferred to the employer. The software is surrendered to the employer for usage regarding the determined scope of delivery. Usage of the software on more than one system is prohibited.
- 11.2 The employer may only duplicate, edit, translate or transfer it from the object code to the source code with the written consent of PRINZING PFEIFFER. The employer commits to – especially copyright memoranda – not deleting or changing anything without the written consent of PRINZING PFEIFFER beforehand.
- 11.3 All other rights to the software and documentations including all copies remain in the possession of PRINZING PFEIFFER or the software supplier respectively. The allocation of sublicenses is prohibited.
- Article 12 Guarantee**
- Guarantee for material defects and defects of title regarding the delivery is to be upheld by PRINZING PFEIFFER while excluding further claims with regards to article 13. Warranty as follows:
- 12.1 Material defects
- 12.1.1 All of these parts that are considered faulty due to circumstances before transfer of risk are to be retouched or to be delivered in new free of charge by PRINZING PFEIFFER. PRINZING PFEIFFER must be immediately notified in writing of such faults. Replaced parts are the property of PRINZING PFEIFFER.
- 12.1.2 In order for PRINZING PFEIFFER to execute the necessary reworks and replacement deliveries, the employer must communicate the necessary time and place after consulting with PRINZING PFEIFFER; otherwise PRINZING PFEIFFER is freed from the liability of the consequences that may arise from this. Only in urgent cases regarding jeopardizing industrial safety or avoiding disproportionately major damages respectively, in which case PRINZING PFEIFFER is to be immediately notified, the employer has the right to correct the error themselves or by third parties and to demand compensation from PRINZING PFEIFFER.
- 12.1.3 PRINZING PFEIFFER is to cover the costs arising from the reworks and compensation delivery respectively – as far as the claim is determined valid – as well as the costs of the replacement including the shipping costs as well as appropriate costs of dismantling and installation, moreover the costs of assemblers and aides if this option proves cheaper in single cases. This does not apply if the expenditures increase due to the parts delivered having to be delivered at a location other than the seat or industrial branch of the employer.
- 12.1.4 With regards to legal regulations, the employer is allowed to avoid the contract if PRINZING PFEIFFER fruitlessly allows elapse regarding a deadline for reworks or substitute deliveries. Should merely an insignificant fault exist, the employer only has the right to decrease the contract price. In any other case, the right to a decrease is not applicable.
- 12.1.5 No guarantee is made on the part of PRINZING PFEIFFER especially in the following cases: Unsuitable or inappropriate use, faulty assembly or commissioning due to the employer, natural or operational deterioration or wear and tear respectively, faulty or negligent handling, invalid maintenance, unsuitable resources, faulty construction work, unsuitable building ground, chemical electrochemical or electrical factors – as far as not caused by PRINZING PFEIFFER.
- 12.1.6 The employer is liable for faults caused by wrongful instructions by the employer and if attributed to the employer making faulty information available, for instance regarding the construction site and infrastructure. In this case, PRINZING PFEIFFER is only liable in accordance with the regulations and general terms and conditions when the risk of faults was assumed by instructions of PRINZING PFEIFFER in written. With respect to PRINZING PFEIFFER, the employer is responsible for the instructions and guidelines not leading to a fault within the object produced by or delivered by us unless PRINZING PFEIFFER has explicitly assumed the risk of occurrence of faults in written.
- 12.1.7 Should the employer or a third party inappropriately retouch, there is no liability on the part of PRINZING PFEIFFER regarding the subsequent consequences. The same is true for changes made to the delivery item or facility respectively without the written consent of PRINZING PFEIFFER beforehand.
- 12.2 Legal defect
- 12.2.1 If the use of the delivery item leads to the violation of industrial protective rights or copyright laws in-country, PRINZING PFEIFFER will generally make the further use possible at its cost or modify the delivery item in such a way that the violation of protective rights does not occur anymore.
- 12.2.2 Should this not be possible regarding economically appropriate conditions on the employer's side or at an appropriate deadline, the employer is eligible to avoid the contract. Under the named requirements PRINZING PFEIFFER is also eligible to avoiding the contract.
- 12.2.3 Furthermore, PRINZING PFEIFFER will release the employer from undisputed or legally dismissed demands regarding the concerned proprietor.
- 12.2.4 The obligations named in articles 12.2.1 up to article 12.2.3 by PRINZING PFEIFFER are pending article 13 for the case of violation of protective and copyrights to be arranged.

- 12.2.5 The demands only stand when:
- The employer immediately informs PRINZING PFEIFFER of the applicable violations of property rights and copyrights,
 - The employer assists PRINZING PFEIFFER in an appropriate scope in the defense of the alleged demands or makes it possible for PRINZING PFEIFFER to complete the modification procedures according to article 12.2.1,
 - PRINZING PFEIFFER reserves the right to all defensive measures including settlements out of court,
 - the delivery item was not changed on demand of the employer and the violation of rights was not caused by the employer producing the delivery item unilaterally or in using it in a way not negotiated in the contract.
- 12.3 Claims of the employer regarding faults become statute-barred after a year or 2,000 operating hours (depending on what occurs first) after commissioning without material in accordance with article 9.3.1.1, but 18 months the latest after delivery or notification of delivery readiness by PRINZING PFEIFFER. This does not apply for malice or fraudulent concealment of the fault and when violating a guarantee of quality assumed by PRINZING PFEIFFER as well as an item which was used for its appropriate usual usage for a structure and has caused the defectiveness of the structure. If PRINZING PFEIFFER corrects a fault, the limitation period amounts to three (3) months for reworks and substitute parts but expires at least until the expiration of the original limitation period for fault demands of the delivery item. The legal periods in accordance with the product liability act apply to demands made.

Article 13 Liability

- 13.1 Should the delivery item not be able to be properly used by the employer due to PRINZING PFEIFFER omitting or faulty execution of advices and consultation occurring before or after conclusion of the contract as well as violation of secondary obligations – especially instructions for operating and maintenance of the delivery item – the regulations of article 12 and 13.2 apply with the exclusion of further demands by the employer.
- 13.2 In accordance with legal regulations, PRINZING PFEIFFER is liable for damages caused by culpable negligence on the part of PRINZING PFEIFFER, their legal representatives or leading employees as well as for personal damage.
- 13.3 In the event of malice or culpable negligence regarding simple vicarious agents as well as in the event of slight negligent violation of essential contractual obligations which are vital for completion of the intended purpose of the contract and the employer thus having to be able to depend on their strict adherence, PRINZING PFEIFFER is liable in accordance with legal regulations limited to such direct damages which were foreseeable by PRINZING PFEIFFER in the broad scope of things. In such a case, PRINZING PFEIFFER is not liable for indirect and/or follow-up damages such as, but not limited to, breakdown, loss of goodwill, loss of profit, decrease in value of or partial damages to assets and damages for third parties due not being able to deliver, incorrect delivery or missing a deadline and/or the not functioning, not correct functioning or missing a deadline regarding a service.
- 13.4 PRINZING PFEIFFER is liable for damages to the employer's property if said damages occurred due to gross negligence or malice on the part of PRINZING PFEIFFER.
- 13.5 Undamaged regarding the other clauses in these conditions with respect to the liability of PRINZING PFEIFFER, PRINZING PFEIFFER is not liable for indirect or follow-up damages.
- 13.6 PRINZING PFEIFFER is not liable for damages due to errors or faults in any sense if PRINZING PFEIFFER did not negotiate a counter performance for its services or the acting or forbearance of the employer, their employees or third parties on the side of the employer contrary to operating instructions, maintenance instructions or any other instructions and if any material or bodily damages occurred and/or if the items were changed in any way without the express consent of PRINZING PFEIFFER, PRINZING PFEIFFER is not liable.

Article 14 Suspension and rescission or invalidity of the contract

- 14.1 In the event of not being able to execute the contract due to force majeure, including, among other things, fire, explosions, work stoppages, judicial measures, negative travel recommendations, occupation of the workplace and excessive absent due to illness, or if the execution of the contract cannot be demanded from PRINZING PFEIFFER due to circumstances arising from events outside of PRINZING PFEIFFER reach, PRINZING PFEIFFER is eligible to either delay the execution of the contract for six months without a court's approval or completely or partially terminate the contract without being obligated to any damage compensation. During the reprieve PRINZING PFEIFFER is eligible and obligated at the end of said reprieve to decide between the execution of complete or partial termination of the delayed contract (the delayed contracts)

- 14.2 Not only in the event of suspension but also in the event of termination in accordance with article 14.1 PRINZING PFEIFFER is eligible to demand payment for the execution of the contract regarding the resources, materials, parts and other objects ordered, in process and produced as well as the achieved direct and indirect working time, this for the fairness of the value in consideration.

In the event of termination in accordance with article 14.1, the employer is obligated to accept the items covered in the owed amount of the previous article after payment, otherwise PRINZING PFEIFFER is eligible to store these items at the employer's costs and risk or sell these at the employer's expense.

- 14.3 If the employer is not able completely, incorrectly or fulfill any obligation stated in the concluded contract with PRINZING PFEIFFER at due date or the justified fear exists that the employer is or will be unable to fulfill their contractual obligations regarding PRINZING PFEIFFER as well as in the event of bankruptcy, moratorium, quiescence, liquidation or transfer of the employer's company – be it as a security – including transferring a substantial part of this demands, PRINZING PFEIFFER is entitled to either delay the execution of the contract for up to six months or completely or partially terminate the contract without having to give notice default and without any interference by a court. All of this without any damage compensation or a guarantee and any other rights remain unaffected by this.

During the reprieve PRINZING PFEIFFER is entitled to and obligated at the end of said reprieve to decide on executing or completely or partially terminating the delayed contract (the delayed contracts).

- 14.4 In the event of reprieve in accordance with article 14.3, the price agreed upon, the deductions already paid included, and the saved costs by PRINZING PFEIFFER due to said delay are due immediately. In this case PRINZING PFEIFFER entitled to storing the resources materials, parts and other items ordered, in process and produced, with regards to the completion of the contract, at the employer's cost and risk. In the event of termination in accordance with article 14.3, the price agreed upon – as far no other reprieve has previously occurred - and the saved costs by PRINZING PFEIFFER due to said delay are due immediately, the deductions already paid excluded. Furthermore, the employer is obligated to pay the previously mentioned amount and accept all items included in this, otherwise PRINZING PFEIFFER is allowed to store said items at the employer's cost and risk or sell these at his expense.

- 14.5 The employer is not entitled to retroactively demand the termination of the contract.

- 14.6 After a potential termination or in the event of negligence of the contract occurring for any reason, these general terms and conditions remain in effect, as far as they have an independent meaning and/or they were determined for ruling the consequences, such as especially (but not limited to) the conditions regarding the delivery, penalty payment clauses, liability or judicial responsibility and the applicable right.

Article 15 Spare parts

- 15.1 These conditions are also valid for the delivery of spare parts, as far as nothing else has been agreed upon otherwise.
- 15.2 PRINZING PFEIFFER is entitled to delivering parts other than those ordered by the employer under the condition that said parts are technically equal to the originally ordered parts.
- 15.3 The assembly of the spare parts is not included in the price.
- 15.4 The guarantee for spare parts amounts to six (6) months after the delivery date ex works.

Article 16 Statute of limitation

- 16.1 Pending article 12.3, all claims of the employer – indifferent of as to due to which legal reasons – lapse in twelve (12) months, six (6) months for the delivery of spare parts. The legal deadlines apply to deliberate or malicious behavior as well as claims in accordance with the product liability law. They also apply to structures and items which are used in their usual intended form.

Article 17 Applicable law and disputes

- 17.1. Under exclusion of the international civil law and UN Convention on Contracts for the International Sale of Goods, the prevailing law of Germany for legal relations of domestic parties exclusively applies to all legal relations between PRINZING PFEIFFER and the employer.
- 17.2. The place of jurisdiction for all immediate and mediate obligations stemming from the contract is the court responsible for the seat of PRINZING PFEIFFER. PRINZING PFEIFFER, however, is entitled to press charges at the legal seat of the employer.