General Terms and Conditions for the

Supply of Goods and Services

of Kocher+Beck GmbH + Co. Rotationsstanztechnik KG

Dieselstraße 6, 72124 Pliezhausen, Germany

As at: July 2020

I.
General provisions

§ 1 Scope of application

1. The General Terms and Conditions for the Supply of Goods and Services (T&Cs) apply with respect to all of our areas of activity, especially for deliveries of goods from the Tooling Technology, Printing Technology and Winding Technology divisions, as well as related assembly and repair services.

2. These T&Cs apply exclusively in our relationship with the customer. They also apply to all future transactions, as well as to all business contact with the customer, such as the commencement of contract negotiations or the initiation of a contract, even if they are not again expressly agreed or are not again expressly referred to. The validity of the general terms and conditions of ordering or purchase of the customer is expressly objected to.

3. Any agreements made previously and earlier versions of our T&Cs are overridden by these T&Cs.

4. If, in individual cases, contractual obligations are established with persons or companies that themselves are not intended to be the contracting party, the restrictions of liability in these T&Cs shall apply to them, insofar as T&Cs were involved in establishing the contractual obligation with respect to the third parties. This is particularly the case if the third parties became aware of these T&Cs during the establishment of the contractual obligation or were already aware of them.

5. The acceptance of our goods and services by the customer is deemed to be recognition of the validity of these T&Cs.

§ 2 Conclusion of contract

1. Unless otherwise agreed, our offers are non-binding.

2. We are only bound to a contract if it has been confirmed in writing by us by means of an order confirmation in text form or in writing, or we have begun executing the order.

§ 3 Prices

1. Unless otherwise agreed, our prices are net prices and deliveries are always understood to be “ex works” (EXW Incoterms 2020) from our registered office in Pliezhausen, Germany. In the case of services, the prices refer to the fulfilment of the service at the agreed place of performance. Value added tax in the respective statutory amount shall be added at the time the invoice is raised.

2. Any shipping costs as well as costs for packaging are invoiced to the customer.

3. Unless expressly agreed, the customer is not entitled to make deductions.

4. In the event that a performance deadline of more than four months is agreed between the time the purchase order is confirmed and the performance is executed, we shall be entitled to pass on to the customer, in the appropriate amount, cost increases that occurred for us in the meantime due to price rises. The same applies if a performance deadline of less than four months was agreed but the service can only be rendered later than four months after the purchase order has been confirmed for reasons for which the customer is responsible.

§ 4 Payment terms

1. Unless contractually agreed otherwise, our receivable becomes due and payable without any deduction 10 days following receipt of the delivery or after our service has been provided in full. If we supply our goods or services in definable subsections, we shall be entitled to declare a corresponding portion of the fee for each subsection as due for payment.

2. If the customer has its head office outside of Germany and if, in accordance with the contractual agreement with the customer, there is no provision for the supply of goods/services against prepayment, we shall be entitled, also without a special agreement, to make our performance dependent on the provision of documentary letter of credit by a bank or savings bank authorised in the European Union in accordance with the currently applicable Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of Commerce (ICC) for the amount of the gross price. If we do not demand the provision of such a documentary letter of credit and unless contractually agreed otherwise, our receivable shall become due and payable upon receipt of the delivery or once our service has been provided in full. If we provide our goods or services in definable subsections, we shall in every case be entitled with respect to each subsection to declare a corresponding portion of the fee as due for payment and, where applicable, shall be entitled to demand the provision of a documentary letter of credit for each subsection.

3. If the customer falls behind in payment, the customer must compensate us for damages caused by the default, especially by paying statutory default interest in the amount of currently 9 percentage points above the base rate. If the customer falls behind by more than 14 days in the payment of an amount or partial amount that is due, if the customer breaches the obligations arising from a retention of title or if the consideration owed to us is at risk because of the poor financial circumstances of the customer, the entire remainder of all outstanding receivables shall become due for payment immediately.

4. Payment by bill of exchange or acceptance is only permitted if expressly agreed and shall then only be valid on account of payment. Insofar as additional costs are incurred as a result, these shall be borne by the customer.

5. The following applies if we have agreed payment by instalments: If a customer partially or fully defaults on an instalment by more than 14 days, the entire outstanding balance becomes due for payment immediately.

6. Only undisputed or legally established receivables can be set off against our remuneration claims. The same applies to the exercise of a right to withhold payment. The customer is otherwise only authorised to exercise a right to withhold payment if this is based on the same contractual relationship.

7. The assignment of claims against us by the customer requires our prior approval, which we will only refuse for cause.

Scope of the supply of goods and services, Performance periods, Right of withdrawal, Force majeure

8. Our offer made in text form/writing or our order confirmation is decisive with respect to the scope of our supply of goods or services. Ancillary agreements and modifications must be confirmed by us in text form or in writing. If, after the contract has been concluded, it turns out that the order cannot be executed by us in accordance with the customer's specifications (data, figures, illustrations, drawings, weights and dimensions), we shall be entitled to withdraw from the contract if and insofar as the customer is not prepared to accept the alternative solution proposed by us and to accept any actual additional costs that arise.

9. In the supply of all goods and services, we are entitled to make partial deliveries to a reasonable extent. Furthermore, we are entitled to engage subcontractors for the fulfilment of our contractual obligations.

10. As soon as it becomes known to us that there is a risk of the customer not being able to pay, we shall be entitled to only provide deliveries of goods and services against advance payment or against the provision of collateral. Our right to withdraw from individual contracts that have already been concluded remains unaffected if and to the extent that the customer does not make an advance payment or does not provide collateral within a reasonable grace period.

11. Delivery and performance periods and deadlines reflect the best available information but are generally non-binding. For the delivery period to start as well as for compliance with the delivery deadlines, it is a prerequisite that the customer takes the cooperation measures incumbent on it in a timely and proper manner, that the customer provides all documents to be furnished and makes any agreed prepayments.

12. If it is agreed that the customer is to make a prepayment, delivery can only be made after we have received the agreed remuneration in full.

13. Unless it is specifically indicated as binding, the information such as drawings, dimensions and capacity details enclosed with our offers and order confirmations is only approximate.

14. In the event of force majeure or other extraordinary circumstances arising through no fault of ours, we shall not be in default. In this case, we shall also be entitled to withdraw from the contract if we are already in default. We shall, in particular, not be in default in the event of delivery delays, insofar as these were caused by incorrect or non-punctual delivery by our suppliers for which we are not responsible. In the event of hindrances of a temporary duration, the delivery or performance periods shall be extended or the delivery or performance deadlines shall be pushed forward by the duration of the hindrance plus a reasonable lead time.

15. If we are in default, the customer shall be entitled to assert proven damages on account of the default. For slight negligence, compensation for damages shall in these circumstances be limited to a maximum of 0.5% of the value of the (partial) delivery in question, for each full week of default, but shall be limited overall to a maximum of 5% of the value of the (partial) delivery while compensation for consequential damages and loss of profit is excluded.

16. If we are contractually obliged to perform preliminary work, we can refuse to provide the performance incumbent on us if, having concluded the contract, it becomes evident that our claim to the consideration is jeopardized on account of the customer's lack of ability to pay. This is particularly the case if the consideration to which we are

entitled is jeopardized due to the poor financial circumstances of the customer or there is a threat of other obstacles to performance such as export or import bans, events of war, epidemics or pandemics, insolvency of sub-suppliers or illness-related absences of essential employees.

17. Transport insurance for the goods to be shipped shall only be taken out if explicitly requested. Transport insurance will then be taken out in the name of and for the account of the customer.

§ 5 Title retention

1. We retain ownership of the delivered goods until such time as all of our present and future receivables arising out of the contract that has been concluded and out of an ongoing business relationship (secured claims) are paid in full.

2. The goods to which the retention of title applies may not be pledged to third parties nor assigned as collateral until such time as the secured claims have been paid in full. The customer must inform us immediately in text form or in writing if and to the extent that third parties have access to the goods belonging to us.

3. The customer is authorized to resell and/or process the goods to which the retention of title applies in the regular course of business. In this case, the following provisions additionally apply.

3.1. The retention of title extends to the products that arise due to the processing, mixing or combining of our goods and shall cover the full value of these products, whereby we shall be deemed to be the manufacturer. If when our goods are processed, mixed or combined with the goods of third parties, the ownership right of these third parties continues to exist, we shall acquire co-ownership proportional to the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as for the supplied goods to which the retention of title applies.

3.2. The customer now already assigns to us as collateral the claims against third parties arising from the resale of the goods or of the product, in the full amount or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The customer's obligations named in the no. 2 (above) of this paragraph also apply with regard to the assigned claims.

3.3. The customer, as well as us, remains entitled to collect the claim. We undertake not to collect the claim so long as the customer fulfils its payment obligations to us, does not fall into arrears, has not applied for the opening of insolvency proceedings, and there is no other deficiency in the customer's ability to pay. We can demand that the customer disclose to us the assigned claims and their debtors, provide all of the necessary details for collection, hand over the associated documents and inform the debtors (third parties) of the assignment.

3.4. If the realisable value of the collateral exceeds our claims by more than 10%, we shall release collateral at our discretion upon request by the customer.

4. The customer must handle the goods to which the retention of title applies (reserved goods) with due care. At our request, the customer must, at its own cost, adequately insure the reserved goods against fire and water damage and theft at the replacement value. If maintenance and inspection work becomes necessary, the customer must carry this out in good time at its own cost.

5. If the effectiveness of this retention of title is dependent on its registration, e.g. in public registers in the customer's country, we are entitled and are authorised by the customer to effectuate this registration at the customer's cost. The customer, for its part, is obliged to provide all of the cooperation measures necessary for this registration and to do so free of charge.

§ 6 Obligations on the customer to cooperate, Technical data, Right of withdrawal

1. The customer must support us and our employees to a reasonable and customary extent.

2. The customer must provide materials, information and data that we need to provide our services. The data and data media must be technically perfect. Insofar as special statutory or operational safety regulations apply in the customer's enterprise the customer must point this out to us in advance of us providing our services.

3. Insofar as the customer orders goods from us by referring to the designations or item numbers of third-party manufacturers but does not specify the required technical data (e.g. only gives the name of a component for a certain machine), we can either base the order on the generally known technical data, request that the customer approve the data that we have assumed or request that the customer communicate the missing technical data to us. We shall not be deemed to be in default during this clarification period; any delivery dates shall be pushed out accordingly; any delays on our part until we request approval or communication from the customer shall only be taken into consideration in the scope of up to one month. If the customer names certain materials to be processed by us, the customer must provide exact specifications for these in all cases. If, after the contract has been concluded, the customer communicates technical data to us that has more than a negligible effect on our costs or means that necessary supplied products can only be acquired at increased expense or with a delay, we shall be entitled to withdraw from the contract.

4. Instructions from the customer to our employees in respect of the specific form that the service provision is to take are excluded, unless instructions in connection with safety requirements and operating regulations in the customer's enterprise are necessary. Instructions on individual questions regarding services to be provided by us must not be provided to the employees that we have put in charge of the task, but instead to the contact persons appointed for the project, if such contact persons have been appointed. We always decide autonomously regarding the measures necessary as part of our performance obligations.

§ 7 Liability for defects and general liability

1. The period of limitation for claims due to defects in our goods and services is one year after the statutory limitation period has begun. Once this year has expired, we may, in particular, also refuse supplementary performance without claims to a reduction, withdrawal or compensation against us arising for the customer. This shortening of the period of limitation does not apply to other claims for damages as such on account of refused supplementary performance and generally not to claims in the event of the fraudulent concealment of the defect or if we have given a guarantee for the properties and condition of an item.

2. Customer claims to subsequent performance on account of defects in the goods or service to be provided by us exist in accordance with the following provisions:

2.1. If an item that has been delivered is defective, we may first choose whether we provide supplementary performance by eliminating the defect (subsequent improvement) or by delivering an item that is free of defects (replacement delivery). The right to refuse the selected type of supplementary performance under the statutory requirements remains unaffected.

2.2. We are entitled to make the supplementary performance owed dependent on the customer paying the remuneration that is due. The customer is, however, entitled to withhold a reasonable portion of the remuneration in proportion to the defect.

2.3. The customer must give us the necessary time and opportunity for the subsequent performance owed and must especially hand over the disputed goods for inspection purposes. In the event of replacement delivery, the customer must return the defective item to us in accordance with the statutory regulations.

2.4. The necessary expenses for the purpose of inspection and supplementary performance, especially transport, road, labour and material costs, shall be borne by us if there is an actual defect.

2.4.1. If the customer has installed the defective item in another item or has affixed it to another item in accordance with the defective item's nature and purpose, we shall be obliged within the scope of the subsequent performance to compensate the customer for the necessary expenses in removing the defective item and installing or affixing the subsequently improved item or replacement item that has been delivered free of defects. Section 442 (1) of the German Civil Code (BGB) is to be applied provided that the installation or affixing of the defective item by the customer supersedes the customer's 'knowledge of the defect at the time the contract is entered into'.

2.4.2. The expenses for subsequent improvement or subsequent performance that are incurred due to the fact that the purchased item was brought to a location other than the place of residence or commercial place of business of the customer, shall be borne by the customer.

2.4.3. If a demand for the rectification of a defect made by the customer turns out to be unjustified, we can demand that the customer compensate us for the resultant costs incurred.

3. If an item was supplied and the customer is a merchant within the meaning of the German Commercial Code, the following additionally applies:

The claims for defects of the customer, especially the claims for subsequent performance, withdrawal from the contract, reduction of price and compensation for damages, assume that the customer has fulfilled its statutory inspection and complaint obligations (sections 377, 381 HGB). If a defect is found during inspection or later, the provider must be notified of this immediately in text form or in writing. This notification is deemed to have been made immediately if it is made within fourteen days of the discovery of the defect, whereby dispatch of the notification in good time is sufficient for the deadline to be observed. Independently of this inspection and complaint obligation, the customer must report obvious defects (including incorrect delivery and underdelivery) in text form or in writing within fourteen days of the delivery, whereby dispatch of the notification in good time is sufficient for the deadline to be observed in this case also. If the customer fails to conduct a proper inspection and/or fails to notify the defect, our responsibility for the defect that has not been notified is excluded. This does not apply if we fraudulently concealed the defect.

A merchant is any entrepreneur that is registered in the commercial register or who operates a commercial enterprise and requires a commercially organised business operation.

4. The customer can only demand compensation for damages

5. insofar as the damages are based on

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

with respect to obligations that are not essential contractual obligations (cardinal duties) and that are not main or ancillary obligations in connection with defects of our goods or services.

5.1. for damages that are based on intentional or negligent breach of essential contractual obligations (cardinal duties) on our part, by one of our legal representatives, management personnel or vicarious agents.

Essential contractual obligations (cardinal duties) within the meaning of this paragraph are obligations whose fulfilment is essential to the proper execution of the contract in the first place and on compliance with which the customer regularly relies.

5.2. Furthermore, we shall be liable for damages due to the negligent or intentional breach of obligations in connection with defects of our goods or services (supplementary performance obligations or ancillary obligations) and

5.3. for damages that fall within the scope of protection of a guarantee (assurance) expressly given by us, or of a quality or service life guarantee.

6. In the case of a simple negligent breach of an essential contractual obligation, liability is limited to the amount of the typically expected damage foreseeable for us at the time of the conclusion of the contract, with the exercise of due care.

7. Claims for damages by the customer in the case of a simple negligent breach of an essential contractual obligation become time-barred one year after the statutory limitation period has begun. This excludes damages arising out of injury to life, limb or health.

8. Claims for damages against us for mandatory liability by law, such as under the German Product Liability Act, as well as due to injury to life, limb or health, remain unaffected by the above regulations of this paragraph and exist to the extent foreseen by law within the statutory periods.

9. Statutory rights of the customer in accordance with sections 445a, 445b and 478 of the German Civil Code (BGB) for the case that a claim is made against the customer or its further buyers in a supply chain remain otherwise unaffected according to the below regulations:

9.1. The customer bears the burden of proving that the expenses for the subsequent performance were necessary and that the customer, with respect to its buyer in accordance with section 439 (4) BGB should not have refused subsequent performance or have been able to provide subsequent performance in a cheaper way.

9.2. The claim arising from section 445a (1) BGB becomes time-barred pursuant to section 445b (1) BGB two years after we have made the delivery to the customer. This period also applies if a longer period would apply in accordance with section 438 BGB.

9.3. Claims as determined in sections 437 and 445a (1) BGB of the customer against us on account of a defect in a newly manufactured item sold are time-barred at least two months after the time at which the customer has fulfilled the claims of its buyer, provided the claims had not yet become time-barred in the relationship of the customer with its buyer. This suspension of statute of limitations ends, at the latest, five years after the time at which we delivered the item to the customer.

10. If third parties are commissioned with or involved in the initiation or processing of the contractual obligation between the parties, the warranty and liability restrictions mentioned above also apply with respect to third parties.

§ 8 Confidentiality, No reverse engineering

1. With respect to all information that becomes accessible in connection with the contract and that has been designated as confidential or is recognisable as confidential due to other circumstances ("confidential information"), the parties undertake to keep this secret and not to record it nor forward it to third parties or to utilize it in any other way – unless this has been expressly consented to in advance in text form or in writing or is necessary for achieving the purpose of the contract. Confidential information designates, in particular, all business affairs (e.g. technical, economic and financial data), samples, estimates and drawings as well as all trade secrets; trade secrets are deemed to be all information within the meaning of section 2, no. 1, of the German Act for the Protection of Trade Secrets (GeschGehG).

2. The following information is excluded from the regulation in no. 1 of this paragraph:

- information that one party already knew before the contract negotiations began or that was shared by third parties as non-confidential, provided that these, for their part, did not breach confidentiality obligations,
- information that the parties each developed independently of one another,
- information that is publicly known or becomes publicly known through no fault or actions by the parties, or
- information that must be disclosed due to statutory obligations or official or court orders.

In the latter case, the disclosing party must immediately inform the other party about the disclosure. Further statutory obligations to maintain confidentiality remain unaffected.

3. The confidentiality obligation in accordance with no. 1 of this paragraph does not continue to exist insofar as

- a party, within the framework of availing of the services of a lawyer, auditor, tax advisor or other professional group named in section 203 of the German Penal Code (StGB), discloses confidential information to this professional person, or
- a party, within the framework of availing of technical services, makes confidential information accessible to a processor pursuant to Article 28 GDPR or to one of the latter's sub-processors (e.g. within the framework of using remote maintenance software, cloud-based online repositories and cloud-based tools).

4. The parties may disclose confidential information to staff with and without employee status, to affiliated undertakings pursuant to sections 15 et seq. of the German Stock Corporation Act (AktG) as well as to staff thereof with and without employee status, provided that these are subject in each case to an appropriate confidentiality obligation.

5. The parties also undertake to use non-disclosure measures appropriate to the circumstances to protect confidential information of the other party, especially trade secrets within the meaning of section 2, no. 1, GeschGehG, from being obtained by third parties. The non-disclosure measures must correspond to due diligence requirements as well as to the protection level that the respective party applies to its own trade secrets of the same category.

6. The observation, examination, dismantling or testing of one of our products or objects (“reverse engineering”), which has not been made publicly available, in order to obtain one or more of our trade secrets is prohibited. A customer who is authorized to use a reproduction of a program is, however, permitted (also without our consent) to observe, examine or test how the program works in order to determine the underlying idea and principles of an element of the program if this takes place via actions to load, display, run, transfer or save the program and the customer is authorized to carry these out.

§ 9 Place of performance, Place of jurisdiction, Applicable law, Language of contract, Severability clause

1. **The place of performance and the sole place of jurisdiction for all disputes between the parties arising from this contractual relationship is our head office, insofar as the customer is a merchant, legal entity under public law or special fund under public law or the customer does not have any general place of jurisdiction in the Federal Republic of Germany or the customer's place of jurisdiction is relocated abroad. As an exception to this, we are also entitled to assert a claim against the customer at its general place of jurisdiction.** Merchant is any entrepreneur that is registered in the commercial register or who operates a commercial enterprise and requires a commercially organised business operation. The customer has its general place of jurisdiction abroad if its registered office is abroad.

2. The current or future invalidity of a provision in these T&Cs or a provision within other agreements shall not affect the validity of all other provisions or agreements.

3. The language of the contract is German. If the parties also use another language, the German wording takes precedence in accordance with the agreement.

4. **German law, with the exclusion of the UN Sales Convention, applies to contractual and other legal relationships with our customers.**

II.
Special provisions for the supply of goods

§ 1 Scope of application

The following special terms and conditions apply additionally going forward to the General Provisions under I for all contracts with the customer relating to the purchase of goods, especially standard products, from us.

§ 2 Scope of performance

The transfer of ownership and the handover of the purchase object are owed. Unless expressly agreed, the fitting, assembly, installation or configuration of the purchase object are not owed.

§ 3 Transfer of risk

If a shipment is made, the risk of destruction or deterioration of the goods is transferred to the customer upon shipment, and also if partial deliveries are made. If dispatch is delayed for reasons for which the customer is responsible, risk is transferred already when notification of readiness for shipment is provided to the customer.

III.
Special provisions for bespoke products

§ 1 Scope of application and contractual object

The following special terms and conditions apply additionally going forward to the General Provisions under I for all contracts with the customer relating to the manufacture and handover of objects made to individual specifications.

§ 2 Scope of performance

Our performance pertains to the manufacture of one or more of our standard products, taking into account the contractually specified, individual requirements of the customer, especially with regard to geometric dimensions, as well as transfer of ownership and the handing over of the object. Unless expressly agreed otherwise, the fitting, assembly, installation or configuration of the goods/services delivered are not owed.

§ 3 Transfer of risk

If a shipment is made, the risk of destruction or deterioration of the goods is transferred to the customer upon shipment, and also if partial deliveries are made. If dispatch is delayed for reasons for which the customer is responsible, risk is transferred already when notification of readiness for shipment is provided to the customer.

§ 4 Changes during production, Change request management

1. The parties can mutually agree changes. The agreements should be logged and signed by both parties. Insofar as no agreements have been made on the remuneration or other contractual provisions, especially schedules regarding the agreed changes, the changes must be executed as part of the contractual provisions agreed up to that point.

2. The following applies in the event that the parties do not reach agreement on changes requested by one of the contracting parties: The customer is entitled to submit change requests to us until handover. The change requests must be expressed to us in text form or in writing. We will examine the change request. We will accept the changes requested by the customer unless they are unreasonable for us within the framework of operational performance. We will send the customer a notice in text form or in writing within 14 days of having received the change request, indicating whether

- the change request is being accepted and will be executed in accordance with the current regulations of the contract;

- the change request influences contractual regulations, e.g. the price or execution times. In this case, we will inform the customer of the conditions under which the change can be executed. The change shall only be executed if, within 14 days of receiving the notice, the customer accepts the change under the conditions notified by us;

- the examination of the change request with regard to feasibility is extensive. In this case, we can make the examination of the change dependent on the customer paying for the examination effort. In such a case, we are obliged to inform the customer in text form or in writing about the time and costs required for the examination. The examination order is only deemed to have been granted when the customer commissions the examination in text form or in writing;

- the change request is being rejected.

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

3. When executing the performance, we adhere to generally accepted testing methods as well as the applicable statutory regulations. If, after the contract has been concluded, statutory or other regulations change, new regulations are introduced or arise for us (such as from manufacturer documentation that has been presented afterwards, has been modified or is new, from factory standards or risk assessments for new or changed requirements) that have an effect on the contractual performance and the customer informed us about these in good time, we will take these requirements into account as far as possible.

4. The regulations in I. of section 5, no. 1, apply without prejudice to the regulations in this paragraph.

§ 5 Ordering of a prototype, Exemption from liability for prototypes

1. If the customer orders a product from us in order to test whether it meets the customer's requirements (ordering of a prototype), this does not constitute purchase on a trial basis. The customer must instead pay the agreed remuneration for the product.

2. If, having commissioned the prototype, the customer orders this product from us, the condition and properties of the prototype handed over are deemed to be agreed for this product and further products.

3. If we produce non-fungible items on behalf of the customer that are intended for test purposes, especially prototypes, these items may be used solely for internal research purposes without our express consent, but may not be used commercially. If the customer proceeds with such a use without our express consent and consequently breaches domestic or foreign or official safety regulations or product liability rules, the customer must indemnify us against related claims of third parties. In cases of fault-based liability, this only applies, however, if the customer is at fault. If the cause of damage is in the area of responsibility of the customer, the customer bears the burden of proof in this regard. The period of limitation for the above indemnification is 3 years counting from the time we became aware of the utilisation by the third party.

IV.
Special provisions for assembly and repair services

§ 1 Scope of application

The following special terms and conditions apply additionally going forward to the General Provisions under I for all contracts with the customer relating to assembly services and repairs. **Services that we must render as part of a warranty do not come under this section.**

§ 2 Scope of performance

1. Within the scope of our assembly services, we owe only setup on site at the agreed place of destination. Delivery of the goods to the place of destination is not owed within the scope of assembly and is based, where applicable, on the respective delivery contract.

2. We carry out assembly and repairs only in respect of goods that were acquired from us and that are unmodified.

3. Unless stated otherwise in the individual contract, the customer must present the repair object for repair at our headquarters at its own cost and at its own risk and must also carry out the return transport at its own cost and at its own risk.

§ 3 Remuneration

Remuneration, including the costs for travel to and from, is as per the individual agreement.

§ 4 Other obligations to cooperate

1. If our employees provide services in the customer's company, the provision of work space and workstations with phone and Internet access may also be part of the support at our request, and the costs for this must be borne by the customer. Likewise, usual working tools (such as a forklift) must be provided by the customer at its cost, insofar as this is necessary for the assembly.

2. If particular procedural instructions or safety regulations apply in the customer's enterprise or if particular risks exist in the customer's enterprise and these might have an impact during the assembly, the customer must point this out to us in text form or in writing before placing the order and must provide us with the relevant instructions, regulations or notices in text form or in writing.

§ 5 Acceptance

The customer is obliged to accept the assembly or repair carried out in accordance with the contract. Acceptance cannot be refused due to an insignificant defect. The assembly shall also be deemed to be accepted if we have set a reasonable period for acceptance for the customer after completion and the customer has not refused acceptance within this period by specifying at least one defect.