GENERAL SERVICE TERMS AND CONDITIONS of Krannich Solar GmbH & Co.KG and Krannich Solar Group GmbH

§ 1 Scope

(1) These general terms and conditions of service exclusively apply to all contracts concluded by ourselves with a customer for our deliveries and services as well as pre-existing contractual obligations in this regard, unless expressly agreed otherwise in writing. This also applies to contracts concluded using the webshop at http://shop.krannich-solar.com. Other terms and conditions of business or purchase are not covered in the contract, even if we do not expressly contest them. This also applies if we provide our services to the customer without reservation with full knowledge of conflicting or different terms and conditions or reference is made to these in individual correspondence.

(2) Even if not expressly referred to when similar contracts are concluded in on-going business relations, our general service terms and conditions shall apply exclusively in the version which can be downloaded at https://krannich-solar.com/de-en/gstc upon placement of an order by the customer, unless another agreement has been concluded in writing between the contractual partners. On request, the customer shall also be provided free of charge with the current version of the general service terms and conditions in a printed form.

(3) These general service terms and conditions do not apply to consumers as defined in § 13 BGB (German Civil Code).

§ 2 Webshop: Registration; use of passwords; voluntary intent and revocability

(1) The use of our Webshop requires that the user has previously made a successful application (registration).

(2) During the registration process the customer is obliged to provide the information requested by us and the necessary verification – in particular with regard to their commercial or freelance activities. The customer undertakes to provide accurate and complete information and to update the information independently in the event of any changes.

(3) The operation of this Webshop is a voluntary service provided by us that we can change or withdraw at any time. There is also no claim on the part of the customer to activate our Webshop. Applications may be rejected by us without giving any reasons or revoked by us after due consideration, which may not be unreasonably exerted. Orders already placed by the customer are not affected by any revocation.

(4) The customer must make a registration application via the Webshop. This is checked and approved after a positive evaluation. Should the customer not receive communication from us regarding notification/activation, they can get in contact with the following service centre: info@de.krannich-solar.com

(5) During the registration process, the customer receives an e-mail with a link to the login page with their user name and must set their own password when using the Webshop for the first time (hereinafter referred to as access data).

(6) The customer is personally responsible for keeping their access data confidential and protecting it against access by unauthorised persons. The loss of a password or the improper use of an account should be reported immediately. The customer undertakes to obligate their employees accordingly. The customer is principally responsible for the actions carried out in the user accounts, in particular for orders.

(7) The customer also agrees that correspondence with us can be conducted via the e-mail address specified in the application. The customer will ensure the availability of the specified e-mail address.

(8) If the customer breaches one of the above-mentioned obligations, we are entitled but not obliged to request that the customer complies with their contractual obligations or to supplement or correct their data. We are also entitled but not obliged to block the user account – depending on the severity of the breach – whereby this power may not be exerted unreasonably.

§ 3 Conclusion of contract, offer documents

(1) Our offers are non-binding and subject to change without notice, unless the offer is expressly declared as binding in writing. The customer shall be bound for two weeks to declarations concerning the conclusion of contracts (contract offers).

(2) A legal obligation only comes into existence as a result of a contract signed by both parties or our written order confirmation, or upon commencement of rendering of service on our part in accordance with the contract. We can demand written confirmation of verbal acceptance of a contract by the customer.

(3) The products presented on the web portal are not binding sales offers on our part. The customer places the product in a virtual shopping basket by clicking on the [Order] button. The customer makes a binding offer to purchase by clicking on the [Submit order] button. A contract between the customer and us comes into effect only on acceptance of a customer order by us (order confirmation) or upon commencement of the provision of the contractual services by us.

(4) The written acceptance of the binding purchase offer by us (order confirmation) can also be done by e-mail. The

confirmation of the receipt of the purchase offer (order confirmation), which the customer receives immediately after submitting their order, does not constitute acceptance of the purchase offer.

(5) All of the information provided by us is valid at the time of the visit to the web portal by the customer – unless otherwise stated or agreed – as information, offers and prices are constantly updated by us.

(6) We reserve proprietary rights and copyrights to illustrations, drawings, cost estimates, tools and other documents. This also applies to written documents that are identified as "confidential". The customer requires our express written consent before they are transferred to third parties or used by third parties.

(7) The contractual partners pledge to return or destroy all documents and information received in the context of the cooperation and all copies produced on request.

§ 4 Subject matter of the contract, guarantees, service changes

(1) The scope, type and quality of deliveries and services is determined by the contract signed by both parties or our order confirmation; otherwise our offer. Our order confirmation based on the purchase offer submitted by the customer governs orders placed via the web portal. Other information or requests only form part of the contract if the contracting partners agree them in writing or we have confirmed them in writing. Subsequent changes to the scope of services require written agreement or our express written confirmation.

(2) Product descriptions, illustrations and technical data are performance specifications but not guarantees. A guarantee requires an express written declaration. Where guarantees are specified in offers, these are exclusively manufacturers' guarantees. Any resulting claims are to be made against the respective manufacturer. Drawings, illustrations, dimensions, weights or other performance data is only binding if it is expressly agreed in writing.

(3) We reserve the right to make minor changes to the services, provided these are minor changes to services that the customer can expect. Standard quality, quantity, weight or other deviations in particular are to be accepted by the customer, even if they make reference to brochures, drawings or illustrations in their order, unless specifically agreed upon as a binding condition. In addition, we draw attention to the fact that technical deviations from performance data may occur, in particular in connection with colour differences, frame height and module size.

(4) The surrender of EL images during the solar module production is not part of the contract.

§ 5 Time of performance, delays, partial performance, place of performance

(1) Any information with regard to time of delivery and performance is non-binding unless otherwise declared binding by us in writing. All delivery and performance deadlines are subject to proper and timely delivery on the part of our suppliers. Delivery deadlines begin with the dispatch of the order confirmation by us, but not before all commercial and technical questions between the customer and us have been clarified and the customer has fulfilled all duties incumbent upon him (e.g. provision of all necessary official authorisations or the realisation of agreed downpayments).

(2) Delivery and performance deadlines shall be extended by the period of time in which the customer is in default of payment under the terms of the contract and as long as circumstances for which we are not responsible prevent us from rendering delivery or service, and they shall be extended by a reasonable time subsequent to the end of the delay. These circumstances include force majeure, shortages of raw materials on relevant commodity markets, delays caused by our suppliers and industrial disputes. Deadlines shall also be considered as extended by any such time in which the customer breaches the contract by not meeting his obligation to cooperate (e.g. by not providing an item of information, not supplying a provision or failing to provide staff).

(3) In the event of the contractual partners subsequently agreeing to perform different or additional services which affect the agreed deadlines, these deadlines shall be prolonged by a reasonable period of time.

(4) Should, on the request of the customer, a postponement of delivery or service performance deadlines be agreed, we are entitled to demand remuneration at the time at which it would have been due without the postponement. Agreement on the Postponement of such deadlines requires the written form.

(5) Any dunning reminders and setting of deadlines on the part of the customer must be in the written form to be considered effective. A period of grace granted must be of an appropriate nature. A period of less than two weeks shall only be deemed appropriate in cases of special urgency.

(6) We are entitled to make partial deliveries, inasmuch as the delivered parts can be reasonably used by the customer. We reserve the right to deliver excess or reduced deliveries of up to 5 % of the scope of delivery.

(7) Agreed delivery deadlines shall be regarded as having been adhered to if the goods have been handed over to the transportation carrier on the agreed date of delivery or as soon as we have been informed of their actual readiness for shipment.

(8) In the event of a (definitive) failure to deliver to us on the part of our supplier, despite careful selection of the said supplier on our part and the order complying with the requirements of our delivery obligation, we shall be entitled to full or partial withdrawal vis-à-vis the customer if we indicate our non-delivery to the customer and, insofar as this is admissible, offer to assign the claims we are entitled to enforce against the supplier to the customer. We shall not bear any liability for slight negligence in our selection procedure when it comes to choosing our suppliers.

(9) Our place of business is the performance location, provided no other location is stipulated or agreed.

§ 6 Packaging, shipping, transfer of risk, insurance

(1) Our deliveries shall be packed in a customary fashion and according to commercial usage at the expense of the customer.

(2) Risk is transferred to the customer as soon as the product has left our factory or shipping warehouse. This also applies to partial deliveries, subsequent deliveries and further services performed by us, particularly forwarding charges or delivery to the customer's premises. In the case of the existence of a work contract which requires acceptance, risk is transferred on acceptance.

(3) The mode of shipping and the carrier and transportation route shall be selected by us, provided we have not received other written specifications from the customer. With regard to this selection, we shall only be held liable in case of intent or gross negligence.

(4) A freight insurance policy shall be concluded for the shipment at the expense of the customer, provided no other arrangements have been agreed. This freight insurance covers the reimbursement of goods, damaged or lost during the transport, in form of a free delivery of replacement, including the transport (standard delivery) to the initial delivery address or as goods credit through Krannich Solar GmbH & Co. KG.

(5) An important requirement for the utilization of the insurance benefits is the ordinary documentation of obvious deficits/defects of the goods (incorrect amount or damaged packaging and goods). This documentation must be done by the consignee at receipt of the goods on the scanner or the bill of lading of the transport service provider, who has been commissioned by Krannich Solar GmbH & Co. KG.

§ 7 Prices, remuneration, payment, set-off and assignment prohibition

(1) All prices are valid ex works unless otherwise agreed by the contractual partners. All prices and remunerations are in Euro plus statutory value added tax and other applicable duties in the country of delivery, plus transportation costs, expenses, packaging, shipping and, if applicable, insurance of goods in transit.

(2) The contractually agreed prices are to be paid. Services are invoiced according to expenditure.

(3) Shipping of our products occurs exclusively against prepayment by bank transfer. The customer pledges to pay for our deliveries and services immediately following conclusion of the contract, provided no other agreements have been reached. Insofar as, in an exceptional case, no prepayment is due, payments shall, in the absence of any other agreement between the contractual partners, be due immediately following performance of service and receipt of invoice by the customer and shall be payable without deduction within 14 days.

(4) In the absence of a special agreement, we shall only accept non-cash payments (i.e. bank transfers of payments to the bank account stipulated in the contractual documents). Bills of exchange and cheques shall, as a matter of principle, not be accepted, and if at all, then only by way of payment. The customer shall pay any charges for bills of exchange, discount fees and collection charges. These are due with immediate effect. We shall bear no liability for timely collection or timely protest, insofar as we are only guilty of slight negligence in this respect.

(5) The customer is allowed to instruct third parties with fulfilling their commitment towards us. If the third party performs in the same way as the customer is obligated to perform towards us we accept the third-party service as the customer's stipulated achievement.

(6) Late payments of the customer's are subject to an interest charge according to Sect. 288 Para. 2 BGB. This does not affect the right to assert claims for higher damages caused by default.

(7) If the customer is in default of payment for longer than 30 calendar days, bills of exchange or cheques are protested or if insolvency proceedings or comparable proceedings under other legal systems are filed against the customer's assets, we shall be entitled to demand immediate payment of all accounts receivable against the customer, to withhold all deliveries and services and to assert all reservations of proprietary rights.

(8) Set-off entitlements may only be accorded the customer if his counterclaims are not contested or recognized as legally valid by us. Apart from § 354 a HGB (German Commercial Code), the customer may only assign rights from this contract to a third party with our prior written agreement. The customer shall only be

entitled to exercise a right of retention or plead the defence of non-fulfilment of contract within the respective contractual relationship.

(9) Circumstances occurring after conclusion of the contract which significantly influence the calculation basis in an unforeseeable manner and which lie outside our sphere of influence entitle us to adjust the agreed price to a level exclusively designed to address these circumstances. This applies in particular to changes in legislation, official measures, price increases on the part of our upstream suppliers and currency fluctuations. The price adjusted on this basis is based on the same calculation basis as that originally agreed and shall not serve to contribute to an increase in profit.

(10) In the event of us receiving unfavourable information concerning the financial circumstances or creditworthiness of the customer following conclusion of the contract, we are, if advance payment is not due in any case, entitled to make performance and delivery dependent on an appropriate advance payment on the part of the customer or the provision of security in the form of a deposit or bank guarantee.

§ 8 Retention of Ownership

(1) We reserve ownership of the delivery items until all payments from the business relationship with the customer have been received. Retention of ownership also covers the recognised balance insofar as we include any outstanding accounts of the customer's into our invoice (reservation of current account).

(2) In case of a breach of the contract by the customer, in particular in case of a delay of payment, we are entitled to request the delivery item back from the customer after declaring an appropriate grace period. By taking back the delivery item, we are not withdrawing from the contract unless we have expressly declared this. Our seizure of the delivery item always constitutes a withdrawal from the contract. If the goods are seized or third parties intervene in other forms, the customer is to inform us in writing immediately so that we may institute legal proceedings in accordance with Sect. 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse us the judicial and extrajudicial costs for legal proceedings in accordance with Sect. 771 ZPO, the customer accepts liability for the loss we sustain.

(3) The customer has the right to sell on the delivery item as part of proper business dealings. However, the customer assigns to us any claims they hold against their buyers or third parties from this resale, but limited to the amount of the invoice total (incl. value-added tax) of our goods delivery. This applies regardless of whether the delivery item has been resold without or following processing. The customer may collect this claim even after its assignment. However, we remain entitled to collect the claim ourselves but undertake not to collect the claim as long as the customer duly meets their payment obligations and is not in default of payment. In that case we may demand that the customer inform us of the assigned claims and their debtor, provide all the necessary information for the collection, furnish all the associated documentation to us and notify the debtor (third party) of the assignment.

(4) Processing or reshaping the delivery item by the customer is always carried out on our behalf. If the delivery item is processed with other goods not belonging to us, we acquire co-ownership of the new object in the ratio of the value of the delivery item to the other processed objects at the time of processing. In all other aspects, the same applies to the object resulting from the processing as it does to the reservation product.

(5) If the delivery item is merged inseparably or mixed with other goods not belonging to us, we acquire co-ownership of the new object in the ratio of the value of the delivery item to the other merged or mixed objects at the time of processing If merging or mixing takes place in a fashion that leads to the item of the customer's being considered the main item, it is considered agreed that the customer will transfer pro rata co-ownership to us. The customer retains the sole ownership or co-ownership for us.

(6) The customer also assigns to us the claims for securing our claims against the customer, which accrue to them against a third party from joining the delivery item with a piece of property.

(7) We undertake to release the securities to which we are eligible upon request of the customer provided that their value exceeds the claims to be guaranteed, unless they have been paid, by more than 20%.

(8) For advance payment agreed with us and performed by the customer (initial and subsequent), the above regulations of Sect. 7, (1)–(7) expressly are not considered. In case the customer pays the full amount in advance, the ownership of the delivery item paid for by the advance payment is transferred to the customer according to Sect. 929 ff. BGB when the item is handed over to the customer or when a constitutum possessorium is agreed with the customer.

§ 9 Contractual commitment and termination of contract

(1) In case of a breach of obligation on our part, only the following reasons shall, in addition to the legal requirements, entitle the customer to prematurely terminate the exchange of services ahead of time, regardless of the legal reasons involved (e.g. in the event of withdrawal from the contract, damage claims instead of the service, termination for an important reason):

a) The breach of contract shall be specifically protested. The correction of the violation shall be requested within

a stipulated time period. In addition, a threat should be made to the effect that, should this period expire without positive results, no further services relating to the protested violation will be accepted and, consequently, the exchange of services shall be terminated partially or completely.

b) The period for remedying the violation must be adequate. A period of less than two weeks shall only be deemed appropriate in cases of special urgency. The fixing of a deadline can be dispensed with in case of serious and final refusal of performance or under other legal conditions (§ 323 Subparagraph 2 BGB (German Civil Code)).

c) Termination of the exchange of services (partially or completely) due to the inability to remedy the violation can only be declared within three weeks following expiry of this period. The period is delayed for the duration of negotiations.

(2) The customer can only demand the rescission of the contract due to a delay in performance if we are exclusively or predominantly responsible for the delay, unless after weighing up different interests, adherence to the contract cannot be reasonably expected of the customer due to the delay.

(3) Any declarations made in this context require the written form to be considered effective.

(4) Notice of termination pursuant to § 649 BGB remains valid in accordance with legal regulations.

(5) We are entitled to terminate the contractual relationship with immediate effect if the customer has provided incorrect information regarding his creditworthiness or definitively discontinued payments, or if proceedings have been filed against him for affirmation in lieu of an oath, if insolvency proceedings have been filed against the customer's assets or comparable proceedings under a different legal system have commenced, or if an application to commence proceedings of this nature has been filed, unless the customer pays in advance without delay. Moreover, we are entitled to terminate the contractual relationship with immediate effect if the customer is obliged to make prepayment and is in default in this respect by at least 14 days.

§ 10 General duties of the customer

(1) According to § 1 Subparagraph 1, the customer is obliged to have all of our services checked by a competent employee either immediately after delivery or performance or upon accessibility according to commercial law regulations (§ 377 HGB) and to immediately lodge a complaint in writing regarding recognizable and/or identified defects, including a detailed description of the fault.

(2) The customer acknowledges that we are dependent on his comprehensive support in order to provide the deliveries and services due from us in a successful and timely manner. The customer is therefore obliged to provide all information required to render services appropriately in a timely and thorough manner.

(3) The customer is obliged to test our deliveries and services thoroughly to ascertain their suitability for use in the specific situation and subject them to a functional test prior to installation or further delivery, etc. This also applies to delivery items which the customer receives free of charge or under the terms of the guarantee.

(4) The customer shall secure data that can be affected, negatively influenced or endangered by our services at appropriate intervals (but at least once daily) in a machine readable form and shall guarantee that this data can be retrieved again with a reasonable effort.

(5) The customer shall take adequate precautions in case we partially or completely fail to provide our deliveries and services in an appropriate manner (e.g. through fault diagnosis, examination of results on a regular basis, emergency planning).

(6) The customer should refrain from any improper use of the webshop, comply with the applicable laws while using it and not infringe the rights of third parties. In particular, the customer should refrain from using any programs, program functions or similar technical devices to enable the use of the account by bypassing the user interface (e.g. using scripts, robots, posting automatisms), electronic attacks (e.g. hacking attempts, brute force attacks) of any kind on our network or the web portal as well as loading corrupted files/ programs (e.g. virus programs, Trojans or spyware) or using it in a way that has a negative impact on the availability of the Webshop for other customers.

§ 11 Limitations of use, exemption

(1) Unless otherwise expressly agreed in writing, our services are not intended for use in life-sustaining or life-supporting devices and systems, nuclear plants, for military purposes, aeronautics and aerospace applications or other purposes where a malfunction of the product can be reasonably expected to lead to life-threatening situations or cause catastrophic consequential damage.

(2) Where the customer violates Subparagraph 1, this occurs at the customer´s own risk and is the sole responsibility of the customer. At first request, the customer shall hereby free us from any liability resulting from the use of goods in contexts of this nature and indemnify and hold us harmless to the fullest extent, including with regard to the costs of appropriate legal defence.

§ 12 Material defects

(1) Our services have the agreed properties and condition and are suitable for the contractually agreed use or, where no agreement exists, are fit for normal use. Without explicit further agreement, an exclusive guarantee is only given concerning freedom from defects reflecting state-of-the-art technological standards. The customer bears sole responsibility for the suitability and safety of our services for a customer application. No consideration is given to an insignificant reduction in quality.

(2) Claims under the guarantee are excluded:

a) if our products are not stored, installed, operated or used properly by the customer or a third party,

b) in case of natural wear and tear,

c) if the product is not maintained properly,

d) if the product is used in conjunction with unsuitable equipment,

e) in case of damage caused by repairs or other work carried out by third parties which were not expressly approved by us.

The burden of proof and responsibility for proving that these exclusion criteria do not apply lies with the customer. In addition, the customer's rights with regard to material defects require that he has properly attended to his duties of examination and notice of nonconformity pursuant to § 9 Subparagraph 1 and has complained about hidden defects in writing immediately after their discovery.

(3) In case of material defects, we reserve the right to remedy said defects first. Remedying of the defect shall be realised according to our choice by correction of the defect, by delivery of goods and/or services which are free of the defect or by us indicating options for avoiding the effects of the defect. At least two attempts to remedy a defect must be accepted. The customer shall accept an equivalent new or earlier version of the product which is free of the defect as a remedy if this can be considered reasonable for the customer. Any expenses incurred by the customer within the framework of the subsequent performance for the removal of the defective goods and the installation or mounting of the reworked or delivered goods that are free of defects are to be borne by the customer.

(4) If the customer incurs expenses for the removal of the defective and the installation or mounting of the repaired or delivered defect-free item within the scope of the subsequent performance, we shall bear these proven costs up to a maximum of 1.5 times the net price of the concrete defective product.

(5) The customer shall support us with regard to the analysis and remedying of defects by, in particular, accurately describing problems which occur, informing us comprehensively and granting us the necessary time and opportunity to remedy problems.

(6) We can demand payment if additional costs are incurred by us due to our products or services being altered or incorrectly operated. We can demand reimbursement of expenses if no defect is found. The burden of proof lies with the customer. § 254 BGB shall apply correspondingly. If expenses, particularly transport, travel, work and material costs, increase during the attempt to remedy the defect, we are not obliged to bear these costs if expenses increase due to the fact that the delivery item was subsequently transported by the customer to a location other than the delivery address, unless this transport complies with its contractual and intended use. Personnel and material costs which the customer claims due to deficiencies relating to our services must be charged on the basis of net cost prices.

(7) Faulty goods may only be returned to us for the purpose of subsequent performance following prior written consent in compliance with our existing rules for this purpose. The risk of accidental destruction or deterioration of the goods is only transferred at the time of acceptance by us at our registered business address. We are entitled to reject returned goods without prior consultation.

(8) If we definitively refuse to remedy the defects, or if the remedy definitively fails or is unreasonable for the customer, the customer is entitled to either withdraw from the contract in the context of legal regulations conforming to § 9 or reduce remuneration appropriately and, additionally, claim damages and reimbursement of expenses in accordance with § 14. Claims lapse in accordance with § 15. The regulations of Sect. 445a, 445b and 478 BGB remain unaffected.

§ 13 Defects of title

(1) Unless otherwise agreed, we are obliged to only render our services free of industrial property rights and third-party copyrights (hereinafter called property rights) in the country of the delivery destination. If a third party asserts justifiable claims against the customer due to violation of property rights caused by services rendered by us and used in accordance with the contract, we shall be liable as follows with respect to the customer within the period defined in § 15:

(2) We shall, according to our choice and at our expense, either obtain a utilisation right for the services in question, change them accordingly to avoid violation of the property right or replace them. The customer shall have the legal rights of withdrawal or reduction if we cannot implement this under reasonable conditions. The customer is not entitled to claim damages for futile expenditure.

(3) Our obligation to pay damages is based on the legal provisions pursuant to § 14.

(4) Our abovementioned obligations shall only exist if the customer informs us immediately in writing regarding claims asserted by third parties, if he does not recognise a violation and all protective measures and negotiations to reach a compromise are reserved to us. If the customer terminates the use of the delivery to reduce losses or for other important reasons, he shall be obliged to indicate to the third party that no acknowledgement of a violation of property rights is associated with the termination of use.

(5) Claims asserted by the customer are excluded if the customer is responsible for the violation of property rights. Claims asserted by the customer are also excluded if the violation of property rights has been caused by special customer specifications, by an implementation that was not anticipated by us or as a result of the customer modifying the delivery or using it in combination with products not supplied by us.

(6) The provisions of § 12 shall apply accordingly in all other cases.

(7) Any further customer claims or customer claims other than those regulated here asserted either against us or our vicarious agents due to a defect of title are excluded.

§ 14 Liability

(1) We shall only pay damages or compensation for futile expenditure, regardless of the legal reason involved (e.g. an obligation arising from legal or similar transactions, defects of material or title, breach of duty or an unauthorised action), to the following extent and only if responsibility exists on our part (intent or negligence):

a) Liability in case of intent and arising from the guarantee shall be unlimited.

b) In case of gross negligence, we shall be liable to the amount of typical and foreseeable damage.

c) In other cases, we shall only be liable in the event of violation of a significant contractual obligation and claims for defects and delay, and our liability shall involve compensation for typical and foreseeable damage. Liability in this regard is limited to twice the amount of the agreed remuneration of the order affected by the damage and three times the contract value for all cases of damage arising from this contractual relationship. According to law, significant contractual obligations (cardinal obligations) are those obligations which enable fulfilment of the proper performance of the contract in the first place and on which the contractual partner regularly relies and is entitled to rely.

(2) Legal regulations shall apply exclusively in case of injury to life, body and health and claims under the Product Liability Act.

(3) The right to contest claims of contributory negligence shall remain open to us.

§ 15 Limitation of actions

(1) The limitation period is

a) one year from delivery of the goods for claims arising from purchasing price repayment and withdrawal or reduction; provided, however, that these claims are based on the proper lodging of a complaint concerning deficiencies not subject to statutory limitations, but no less than three months after presentation of valid notice of withdrawal or reduction in the case of the proper lodging of a complaint concerning deficiencies.

b) one year in case of other claims concerning material defects;

c) one year in case of claims concerning defects of title. If the defect of title is a right in rem of a third party on the basis of which the item can be reclaimed, the legal periods of limitation of actions shall apply;

d) in case of other claims for damages or replacement of futile expenditure, one year starting from the point in time at which the customer became aware of the circumstances claims are based upon, or would have become aware of said without gross negligence. Limitation of actions shall begin with the expiration of the maximum statutory period at the latest (§ 199 Subparagraph 3, Subparagraph 4 BGB).

(2) In cases of § 438 Subparagraph 1 No. 2 a) and b) BGB the limitation period is, deviating from the legal regulation, three years.

(3) In cases of § 634a Subparagraph 1 No. 2 BGB the limitation period is, deviating from the legal regulation, three years.

(4) In the case of payment of damages and reimbursement of expenses arising from intent, gross negligence, the guarantee, malice and injuries to life, body and health and claims under the Product Liability Act, legal limitation periods shall apply exclusively.

§ 16 Nondisclosure, data protection, designation as reference customer

(1) The customer pledges to handle all items (e.g. documents, information) confidentially which he becomes aware of or receives from us either prior to or

during the performance of the contract and which are protected by law or obviously contain business or company secrets or are marked as confidential. He shall continue to handle these items confidentially after the expiring of the contract, unless said are public knowledge without breaching the nondisclosure obligation or if no interest legally worth protecting is involved. The customer shall store and secure these items in such a way as to prevent abuse by third parties.

(2) The customer shall only render the objects governed by the nondisclosure obligation pursuant to Subparagraph 1 accessible to employees or other third parties who require access in order to carry out their business duties and responsibilities. He shall instruct these persons on the need for nondisclosure concerning these objects.

(3) We will process customer data required for business transactions with due consideration of data protection regulations. We are entitled to identify the customer as a reference customer.

(4) The customer gives their consent that we gather information about the customer from the usual credit agencies (in particular Creditreform) to guard our rightful interests.

§ 17 Export Control Clause

(1) The customer is obliged to check and ensure to be compliant with the applicable national and international regulations of the export control law, when passing on our goods or rendered services to third Persons. In particular, the export control regulations of the European Union, the United States of America and the Federal Republic of Germany must be observed.

(2) Before passing on our goods or rendered services to third parties, the customer is obliged to ensure, by appropriate checks and measures, that these actions do not infringe any embargo regulations. In particular the regulations of the European Union, the United States of America and the Federal Republic of Germany must be observed, even taking into account any circumvention prohibition.

(3) In addition, the customer is obliged to comply with the provisions of European and US sanctions lists regarding any business activities with the organizations, persons and companies listed there. Furthermore, the customer must ensure that the use or transfer of the goods and services from us does not serve any military or armament-related purposes that are inadmissible or subject to approval, unless the necessary approvals have been obtained.

(4) Insofar as it becomes necessary due to possible investigations, the customer must immediately provide us with all information about the final-destination and recipient as well as the intended use of the delivered goods and services upon request.

(5) The customer indemnifies us completely from all claims arising from the non-observance of the aforementioned export control obligations by the recipient and undertakes to reimburse us for the resulting damages and expenses.

§ 18 Social clause

When determining the amount of any claim for compensation to be fulfilled by us or in connection with this contract, our economic situation, the type, extent and duration of the business relationship, any contribution to the cause and/or fault on the part of the customer and a particularly unfavourable installation of the product shall be taken into consideration to an appropriate degree in our favour. In particular, any indemnification, cost and expenses which we are to bear shall be proportionate to the value of the delivered part.

§ 19 Written form

All changes and addendums to the contract require the written form to be considered effective. The contractual partners shall comply with this requirement by transmitting documents in text form, particularly by fax or e-mail, unless other requirements exist for individual declarations. The written form requirement itself may only be revoked in writing.

§ 20 Severability clause

In the event of any provision of these general service terms and conditions being or proving ineffective, or in the event of these general service terms and conditions being incomplete, the validity of the other provisions shall remain unaffected by this. The contractual partners shall replace the ineffective provision with a provision which comes closest to the intent and purpose of the ineffective provision in a legally effective sense. The same applies to loopholes in the contract.

§ 21 Applicable law

Federal German Law applies; the validity of the United Nations Convention on Contracts for the International Sale of Good (CISG) is hereby excluded.

§ 22 Place of jurisdiction

The place of jurisdiction for all disputes arising from and in connection with this contract is Stuttgart (Germany), insofar as the customer is a businessperson, a legal entity under public law or a special fund under public law, or where his status is equivalent to such or if his registered business office or subsidiary is outside Germany. We are also entitled to take legal action at the customer's commercial address or any other valid place of jurisdiction.

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