



# **General Terms & Conditions for Products and Services for Customers of TEDOM SCHNELL GmbH**

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## § 1 Validity of the Terms and Conditions

- (1) These General Terms and Conditions (also: “Terms and Conditions”) apply exclusively to merchants within the meaning of § 14 German Civil Code and to legal entities or funds constituted under public law for all future business relations, even if the parties do not expressly agree to the Terms and Conditions again. TEDOM SCHNELL GmbH's products, services and offers are provided solely on the basis of these Terms and Conditions. These Terms and Conditions apply even if TEDOM SCHNELL GmbH supplies products or services knowing that the customer has contrary terms and conditions but fails to reject them. Any counter-confirmation by the Customer referring to his own terms of business or purchase is hereby rejected.
- (2) The following documents shall apply to the interpretation and the execution of the contract between the Customer and the Seller in the following order:
  - a) The written contract concluded between the Customer and TEDOM SCHNELL GmbH, if one exists
  - b) The confirmation of the order by TEDOM SCHNELL GmbH
  - c) The documents prepared by TEDOM SCHNELL GmbH: interface description and operating instructions including maintenance procedures as well as supplementary technical specifications in accordance with the order confirmation or contract
  - d) The conditions of the “ProRata guarantee” TEDOM SCHNELL GmbH, if agreed upon
  - e) These General Terms and Conditions

## § 2 Offer and Conclusion of Contract

- (1) The offers TEDOM SCHNELL GmbH are no-obligation and non-binding, unless expressly identified as binding in the offer or subject to a specified acceptance period. Acceptance declarations and any orders are only legally valid if confirmed TEDOM SCHNELL GmbH in writing or by telex.
- (2) The Customer's purchase order based on the non-binding, no-obligation offer constitutes a binding offer that TEDOM SCHNELL GmbH can accept within 18 business days by sending an order confirmation.
- (3) The order confirmation must name the products and services to be provided along with the projected delivery or completion date.
- (4) If the order confirmation described in § 2 (3) of these General Terms and Conditions differs from the Customer's order or if TEDOM SCHNELL GmbH does not accept the offer within 18 business days of the Customer submitting the order, this order confirmation shall constitute a new offer within the meaning of § 2 (1) of these General Terms and Conditions.
- (5) If the Customer makes a payment based on a first partial invoice (§ 8 of these General Terms and Conditions), the order shall be considered accepted by the Customer at the terms of the offer pursuant to § 2 (4) of these General Terms and Conditions.

- (6) Information on the delivery subject matter only constitutes descriptions of the delivery subject matter and not characteristics thereof. Wherever our offer and contract documents, brochures or catalogs contain information on dimensions, images, measures, weights or output values of the delivery subject matter, this information will only be deemed binding if it is expressly identified as such or if exact conformity is not necessary for the product or service to serve its intended contractual purpose. Deviations are allowed as long as they are customary in the industry, required by law or represent technical improvements and do not reduce the fitness of the product or service for its intended contractual purpose.

### § 3 Cost Estimate and Preliminary Work

- (1) A non-binding calculation of the projected cost of the products and services will be done for free.
- (2) If the Customer requires a binding cost calculation, he will have to request a written cost estimate that lists the individual products and services along with their prices. TEDOM SCHNELL GmbH agrees to honor this cost estimate for four weeks after its submission. The Customer may be billed for the preliminary work required to submit a cost estimate if the parties agree to do so in a particular case.
- (3) Any preliminary work unrelated to the order confirmation that may be required in a particular case shall be agreed upon and remunerated separately.

### § 4 Modified and Additional Services

- (1) Any products and services in addition to those stated in the order confirmation require a separate agreement.
- (2) The formation of this separate agreement shall also be subject to §§ 2, 3 of these Terms and Conditions.

### § 5 Cooperation Duties of the Customer

The Customer shall provide reasonable support to TEDOM SCHNELL GmbH in the fulfillment of its obligations arising from this contract. Before concluding the contract, the Customer shall timely provide (i) written information on all circumstances known to him which are not included in the cost estimate or which TEDOM SCHNELL GmbH needs to know in order to provide its products and services, (ii) documents relevant for contractual performance such as planning documents, permit applications and permits, approvals and plans and (iii) written information on unique structural or age-related features of the installation site and shall without delay review and approve plans and other documents created by TEDOM SCHNELL GmbH for order fulfillment purposes. Furthermore, the Customer shall fulfill his obligatory cooperation duties pursuant to § 10 (1) – (3) of these General Terms and Conditions.

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## § 6 Performance Period, Execution Deadlines, Delay, Cancellation

- (1) All product or service delivery dates and deadlines given by TEDOM SCHNELLY GmbH are only approximations, unless a firm date or deadline was expressly agreed or promised. Unless otherwise agreed, stipulated product or service delivery deadlines shall start running 12 business days after the date of TEDOM SCHNELLY GmbH's written order confirmation or – if the parties have agreed on down payments – upon receipt of the down payment (value date), whichever comes last.
- (2) Without prejudice to any other rights which TEDOM SCHNELLY GmbH may have due to default by the Customer, TEDOM SCHNELLY GmbH can demand that the Customer extend the product and service delivery deadlines or postpone the product and service delivery dates for the period that the Customer fails to fulfill his contractual obligations to TEDOM SCHNELLY GmbH, including, without limitation, his cooperation duties. The defense of non-fulfillment of contract – as well as other rights or claims – shall remain unaffected. TEDOM SCHNELLY GmbH's performance is also contingent on compliance with the agreed terms of payment. Failure to meet these requirements on time will extend the deadlines by a reasonable period unless TEDOM SCHNELLY GmbH is responsible for the delay.
- (3) If product delivery, performance and completion deadlines have been provided by TEDOM SCHNELLY GmbH and used as the basis for placing an order, the deadlines will be extended accordingly in the event of a strike, force majeure or delayed delivery by TEDOM SCHNELLY GmbH's own suppliers. TEDOM SCHNELLY GmbH will notify the Customer of any impending delays once it learns of them and will also notify the Customer once the delay is over.
- (4) If the scope of services is changed or expanded with regard to the original order, thereby delaying order fulfillment, the agreed deadlines shall be extended accordingly. The Customer bears all the costs resulting from the above delay if he instructed TEDOM SCHNELLY GmbH to change or expand the scope of services. If the Customer is responsible for changing or expanding the scope of the services, this is deemed equivalent to issuing a corresponding instruction. In this case, TEDOM SCHNELLY GmbH shall set a new completion date for the Customer upon request.
- (5) If the scope of services or amount of assembly work changes or increases due to circumstances or special factors which TEDOM SCHNELLY GmbH did not know or should not have known when the order was placed, thereby resulting in a delay, the deadlines shall be extended accordingly. The Customer bears all the costs resulting from the change if the Customer is responsible for the fact that TEDOM SCHNELLY GmbH did not know the above mentioned circumstances or special factors or could not be expected to know them without the Customer's notification. In these cases, TEDOM SCHNELLY GmbH shall set a new completion date for the Customer on request, specifying any additional costs.
- (6) The agreed product delivery deadline is deemed met if the ready-to-ship notice is issued by the time the period expires. The agreed service delivery deadline is deemed met if the service is provided by the time the period expires and, depending on the agreement, the ready-to-commission or ready-to-accept notice is issued.

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- (7) Partial deliveries are permissible if TEDOM SCHNELL GmbH likewise only receives a partial delivery from its suppliers, if this is reasonable for the Customer and in particular does not incur for him any considerable additional effort and costs, unless in the latter case TEDOM SCHNELL GmbH states its willingness to bear the appropriate additional costs caused by the partial delivery. TEDOM SCHNELL GmbH shall notify the customer without delay of partial deliveries.
- (8) If TEDOM SCHNELL GmbH is in default, the Customer may – if he can establish by a preponderance of the evidence that he has suffered damage – claim a maximum compensation of 0.5 % for each full week of delay, but totaling no more than 5 % of the before-tax price of the part of the delivery that was affected by the default.
- (9) If the shipment of the delivery subject matter or the acceptance of the service of TEDOM SCHNELL GmbH is delayed for reasons attributable to the Customer, he may be charged for the costs incurred by the delay.
- (10) The Customer may cancel any order that he has placed free of charge provided that TEDOM SCHNELL GmbH has not accepted the order by issuing an official order confirmation.

Otherwise, the Parties agree on the following sliding scale.

	<b>Status at the time of order cancellation</b>	<b>Cancellation fee</b>
1)	30 days from the purchase order and date of order confirmation	10% of the order value
2)	31-60 days from the purchase order and date of order confirmation	30% of the order value
3)	61-90 days from the purchase order and date of order confirmation	40% of the order value
4)	91 days from the purchase order and date of order confirmation up to the dispatch advice	65% of the order value
5)	Special order-specific components* that have already been manufactured	Charged in full and delivered.

\*Special components – such as special stacks, supply/exhaust air splitters, mounting frames, gas conditioning modules etc. that were custom-produced for a specific order – must always be paid in full and will be delivered for a fee in case of cancellation.

If for reasons beyond the control of TEDOM SCHNELL GmbH, parts cannot be delivered to the Customer's location as agreed upon or if the Customer fails to pick up parts as agreed upon, the parts will be temporarily stored by TEDOM SCHNELL GmbH for up to 14 days free of charge. Following the 14 days, we reserve the right to charge storage costs of 1.0% per month of the pre-tax value of the goods.

## § 7 Transfer of Risk, Acceptance

- (1) DAP (INCOTERMS® 2020) generally applies to the passage of risk. TEDOM SCHNELL GmbH will have fulfilled its delivery obligation when it makes the ready-to-unload goods available to the customer at the agreed-upon location. Risk passes at that point in time.
- (2) FCA (INCOTERMS® 2010) shall apply if the parties hereto agree to collection by the Customer. If there is a delay in collection for reasons attributable to the Customer, risk will transfer to the Customer upon commencement of the Customer's delay. TEDOM SCHNELL GmbH reserves the right to charge the Customer for any costs that TEDOM SCHNELL GmbH incurs due to the Customer's delay.
- (3) If the Customer fails to accept delivery or pick up the goods, risk shall pass at the time the ready-to-ship notice is issued.
- (4) If contractually agreed, TEDOM SCHNELL GmbH shall be responsible for the completion of the installation, connection or assembly and commissioning within the scope of normal or test operations. This shall not affect the transfer of risk pursuant to § 7 (1) of these General Terms and Conditions for the goods themselves.
- (5) The Customer must accept the goods within 12 business days if the parties have agreed upon an acceptance of the goods and there are no major defects preventing an acceptance. Acceptance is deemed to have been completed if this does not take place. This shall not affect the Customer's warranty rights.

## § 8 Invoicing and Terms of Payment

- (1) Unless otherwise agreed or subject to the provisions of § 8, Section 2, the invoices of TEDOM SCHNELL GmbH shall be due and payable without deduction 10 calendar days after the date of the invoice.
- (2) For orders exceeding EUR 4,000.00 the following terms of payment apply, unless otherwise agreed:
  - 30% of the order amount due 10 calendar days after receipt of order confirmation
  - 60% of the order amount due 10 calendar days before the scheduled dispatch or pick-up date
  - 10% of the order amount due 10 calendar days after commissioning, no later than 14 calendar days after transfer of risk pursuant to § 7

In each case, payment will be made without discounts by electronic funds transfer and not in cash.

- (3) A prompt payment discount is only permitted if it has been duly agreed upon. No prompt payment discount can be given if previous amounts owed TEDOM SCHNELL GmbH are due and still unpaid. If a prompt payment discount has been duly agreed upon, the discount deadline is deemed to be met if the payment is credited to TEDOM SCHNELL GmbH's bank account by the deadline (value date). TEDOM SCHNELL GmbH may demand a refund for any unauthorized prompt payment discounts.

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- (4) The prices agreed in the contract are applicable. Price increases are allowed if, after the contract was concluded, certain assembly difficulties arise that were not communicated in writing before the offer was submitted, but that the Customer was aware of or should have been aware of, or if the Customer has not fulfilled his obligations to cooperate pursuant to § 5 and § 10 (1) – (3) of these General Terms and Conditions.
- (5) If the Customer defaults in payment, TEDOM SCHNELL GmbH is entitled to charge default interest as permitted by law.
- (6) Any invoices, account statements or balance confirmations issued by TEDOM SCHNELL GmbH are considered to be acknowledged by the Customer if no written objection is made within 12 business days of receipt. For the objection to be timely, it must be received by TEDOM SCHNELL GmbH by the deadline.
- (7) If there are legitimate concerns about the Customer's solvency, particularly if the Customer is in arrears, TEDOM SCHNELL GmbH is entitled, subject to other rights and remedies, to revoke granted credit periods and demand immediate payment of amounts owed. Moreover, the delivery of additional products or services can be conditioned on advance payments or the provision of security.
- (8) The Customer is only entitled to set off amounts if its counterclaims are established by final and absolute judgment, are undisputed or have been acknowledged by TEDOM SCHNELL GmbH. The foregoing does not apply to setting off additional costs incurred by the Customer to complete work or rectify defects attributable to deficient performance TEDOM SCHNELL GmbH.
- (9) The Customer has no right of retention or withholding unless his counterclaim stems from the same contractual relationship and is undisputed or established by final and absolute judgment.

## § 9 Reservation of Title

- (1) The delivered goods (reserved goods) remain the property of TEDOM SCHNELL GmbH until all receivables which TEDOM SCHNELL GmbH may own or acquire in the course of the business relationship with the Customer have been settled in full. For the duration of the reservation of title, the Customer must not pledge or transfer title as a security or assign the claim without the consent of TEDOM SCHNELL GmbH. TEDOM SCHNELL GmbH must be notified immediately if the reserved goods are seized by a third party.
- (2) If the reserved goods are processed into a new product by the Customer, the processing is carried out TEDOM SCHNELL GmbH . The Customer does not thereby acquire title pursuant to § 950 German Civil Code. If the reserved goods are processed, mixed or transformed with products which do not belong to TEDOM SCHNELL GmbH, the latter shall acquire co-ownership of the new item equal to the proportion of the invoice amount of the products that it has supplied to the invoice amount of the other products at the time of processing. The Customer shall store the new item TEDOM SCHNELL GmbH with the diligence of a prudent businessman.

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- (3) The new item shall be deemed to be reserved goods within the meaning of these General Terms and Conditions. The Customer hereby assigns in advance to TEDOM SCHNELL GmbH a portion of the claims arising from reselling these new reserved goods that is equal to the value of the reserved goods in the new item, calculated as the proportion of the invoice amount of the reserved goods to the products provided by a third party or parties. If the new item is resold with other products that do not belong to TEDOM SCHNELL GmbH for a single total price, the Customer hereby assigns in advance to TEDOM SCHNELL GmbH the portion of the resale claims that reflects the ratio between the value of the reserved goods and the entire delivery.
- (4) The Customer shall also assign as a security such claims TEDOM SCHNELL GmbH which arise against third parties from connecting the reserved goods to a piece of land.
- (5) The Customer has the revocable right to resell the reserved goods in the ordinary course of business and collect the amounts owed from a resale in the ordinary course of business. TEDOM SCHNELL GmbH is nonetheless entitled to collect the amounts itself if the Customer breaches this contract, including, without limitation, by defaulting on its payment obligations. The Customer has to name the debtors of the assigned claim, if requested, and notify them of the assignment.
- (6) If the Customer breaches the contract, including, without limitation, by defaulting on its payment obligations, TEDOM SCHNELL GmbH is entitled – after setting a reasonable deadline for the Customer to make the payment and the Customer failing to meet this deadline – to take back the goods and rescind the contract; this does not affect statutory provisions about the dispensability of the deadline extension. The Customer is obliged to surrender the goods. If TEDOM SCHNELL GmbH takes back goods, asserts a reservation of title or seizes reserved goods, this does not constitute a rescission unless it is expressly identified as such by TEDOM SCHNELL GmbH.
- (7) TEDOM SCHNELL GmbH agrees to release at its option the securities to which it is entitled at the Customer's request insofar as the realizable value of the securities exceeds the underlying claims by more than 10%.

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## § 10 Installation, Connection and Assembly

The following provisions apply to installation, connection and assembly unless otherwise agreed in writing:

- (1) The Customer must timely provide or perform the following at its own expense before any connection and assembly work is done:
  - a) all earthmoving, construction and other supplementary work in outside trades, including all required skilled and unskilled workers, building materials and tools,
  - b) the items and materials necessary for assembly and commissioning, such as scaffolding, lifting equipment and other devices, fuels and lubricants,
  - c) energy and water at the place of use including the connections, heating and lighting,
  - d) sufficiently large, suitable, dry and lockable rooms for storing machine parts, apparatuses, materials, tools, etc. at the assembly site and sufficient work and break rooms for the assembly staff, including suitable sanitary facilities, at the assembly site; moreover, the Customer shall take all measures to protect the property of TEDOM SCHNELL GmbH and the assembly staff at the construction site that he would take to protect his own property,
  - e) protective clothing and protective equipment required as a consequence of particular circumstances at the assembly site.
- (2) Before beginning the connection and installation work, the Customer must provide the necessary information concerning the location of hidden power, gas and water lines or similar infrastructure and the required structural data without having to be asked to do so.
- (3) Before installation and assembly can begin, all materials and items required to perform the work must be brought to the installation or assembly site, and all tasks preliminary to setup must have progressed far enough that the installation or assembly can commence as agreed and be carried out without interruption. Delivery routes and the installation or assembly sites must be leveled, cleared and open for heavy goods vehicles.
- (4) If the installation, assembly or commissioning are delayed by circumstances for which the Customer is responsible, particularly with regard to non-performance of the Customer's cooperation duties pursuant to § 5 and § 10 of these General Terms and Conditions, the Customer must, unless otherwise agreed separately, bear the reasonable costs incurred for waiting times and additionally necessary journeys made by TEDOM SCHNELL GmbH staff or the assembly staff and all other costs caused by the delay.
- (5) The Customer shall immediately certify for TEDOM SCHNELL GmbH the duration of the assembly staff's working time and the completion of the installation, connection, assembly or commissioning. This shall not affect provisions regarding a contractually or legally required acceptance.
- (6) If the Customer has agreed to provide helpers for assembly and fails to provide such helpers or if the helpers prove to be unsuitable, TEDOM SCHNELL GmbH can bill the Customer for the resulting expenditure.

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## § 11 Notice of Rejected Goods or Services

- (1) The Customer must immediately inspect the delivery subject matter with all due care. Identifiable defects must be communicated in writing within 10 business days of receipt of the goods or performance of the service. The defect must be described sufficiently. If this does not occur, the delivery subject matter shall be considered accepted with respect to this defect and the contract shall be considered fulfilled. To be timely, the notice of rejected goods or services must be received by TEDOM SCHNELL GmbH by the deadline. The burden of proof shall be subject to statutory requirements.
- (2) The Customer shall TEDOM SCHNELL GmbH in writing of all other defects in the delivery subject matter immediately after discovering them, but no later than within 10 business days of discovering them in accordance with the provisions stated in § 11 (1).
- (3) If the service was formally accepted under contractual or statutory acceptance provisions and the Customer was aware of defects at the time of acceptance, the Customer shall have no warranty rights with respect to such defects unless he has reserved warranty rights with respect to the defects in the acceptance report.
- (4) The Customer shall immediately provide an opportunity to inspect the defects and follow TEDOM SCHNELL GmbH's instructions for mitigating the costs and damage caused by the defect.
- (5) If the notice of rejected goods or services is justified, the Customer may only withhold payments to an extent commensurate with the defects in quality or the costs of fixing them; the Customer may withhold additional payments to the extent that the Customer's claims have been acknowledged by TEDOM SCHNELL GmbH or upheld by final and absolute judgment.
- (6) The Customer's rights due to a defect are subject to compliance with the applicable Technical Instructions and any other individual agreements that may have been made.

The Customer is free to prove that non-compliance with the above terms had no bearing on the claimed defect or on the non-fulfillment of any separate contractual guarantees, which do not affect the Customer's rights and remedies under these General Terms and Conditions.

## § 12 Warranty

TEDOM SCHNELL GmbH warrants and represents to the extent set out hereinafter that the delivery subject matter is free of defects in accordance with the state of the art at the time stated in § 7 of these General Terms and Conditions subject to the provisions of § 11 of these General Terms and Conditions:

- (1) These General Terms and Conditions contain no contractual guarantees other than those expressly given in writing by TEDOM SCHNELL GmbH. § 127 (2) of the German Civil Code (BGB) is hereby waived.

- (2) If the delivery subject matter is found to be defective, TEDOM SCHNELL GmbH is initially entitled to rework or replace it twice, and will make the rework-or-replace decision at its own discretion within a reasonable period. The Customer may reduce the remuneration or rescind the contract pursuant to § 12 (7) of these General Terms and Conditions if TEDOM SCHNELL GmbH seriously and finally refuses to perform under the contract, refuses to rework or replace defective products or services citing disproportionately high costs, repeatedly fails to rework or replace defective products or services or if the Customer cannot be reasonably expected to allow a reworking or replacement.
- (3) The Customer shall be obliged to accept as a replacement a new, non-defective delivery subject matter of equal quality wherever he can be reasonably expected to do so. If a replacement is provided, the Customer must return the defective item to TEDOM SCHNELL GmbH in accordance with the statutory regulations.
- (4) TEDOM SCHNELL GmbH is entitled to make at least two attempts to rework a defective item. The Customer shall assist TEDOM SCHNELL GmbH in analyzing and rectifying defects by, without limitation, specifically describing the problems, providing TEDOM SCHNELL GmbH with extensive information and giving TEDOM SCHNELL GmbH the necessary time and opportunity to rectify the defect. The Customer can download the warranty claim form from the TEDOM SCHNELL GmbH website. TEDOM SCHNELL GmbH is entitled to rectify the defect at a place of its own choosing.
- (5) If TEDOM SCHNELL GmbH discovers while reworking a defective item that it is not responsible for the reported defects, TEDOM SCHNELL GmbH may demand remuneration for the time it spent on reworking based on the then-valid price list.
- (6) TEDOM SCHNELL GmbH may condition its reworking or replacement on the payment of owed remuneration by the Customer. However, the Customer may withhold a reasonable portion of the payment in proportion to the defect or the costs of its rectification.
- (7) The Customer is not entitled to rescind the contract for a minor defect.
- (8) § 13 of these General Terms and Conditions shall apply the Customer's claims for damages and reimbursement of expenses.
- (9) If the Customer rectifies a defect himself, he may only demand that TEDOM SCHNELL GmbH compensate him for his effort and expense if he has a prior written agreement with TEDOM SCHNELL GmbH.

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- (10) The warranty shall not apply if the Customer modifies the delivery subject matter or causes it to be modified by third parties without the express written permission of TEDOM SCHNELL GmbH and thus makes it impossible or impracticable to rectify the defect. Other situations not covered by the implied warranty include:
- a) Normal wear and tear or external interference, improper installation by the Customer, failure to follow operating and maintenance instructions or rules on operating supplies, improper or inappropriate use.
  - a) Use of non-genuine spare parts, work done on the delivery subject matter by insufficiently skilled personnel.
  - c) Overloading, negligent handling or treatment.
- The Customer reserves the right to present his case and prove that the modifications or any of the other situations are unrelated to the claimed defect and do not make it impossible or impracticable to rectify the defect. In either case, the Customer must bear the additional defect rectification costs attributable to the modification.
- (11) § 13 shall apply for claims for damages.
- (12) If the Customer intends to take the CHP unit offline for three months or more without interruption, he must have the CHP unit preserved for a fee if he wishes to maintain the warranty.

### §13 Liability

- (1) TEDOM SCHNELL GmbH shall be liable without any contractual restriction in accordance with statutory regulations
- for damage resulting from the violation of a guarantee given by TEDOM SCHNELL GmbH;
  - for willful misconduct;
  - for damages attributable to the fraudulent concealment of a defect by TEDOM SCHNELL GmbH;
  - for damages resulting from injury to life, limb or health due to a willful or grossly negligent breach of contract by the Seller or any other willful misconduct or gross negligence by a director, officer or agent of TEDOM SCHNELL GmbH;
  - for damages other than the damages listed in the previous section attributable to the willful or grossly negligent violation of a duty by the TEDOM SCHNELL GmbH or any other willful misconduct or gross negligence by a director, officer or agent of TEDOM SCHNELL GmbH;
  - in accordance with the German Product Liability Act.

**TEDOM SCHNELL GmbH**

Commercial register court:  
Ulm district court HRB 734778  
VAT no.: DE 30 83 09 074  
Directors: Klaus Badstieber, Tomáš Sameš

**Headquarters**

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- (2) In cases other than those stated in Section 1, TEDOM SCHNELL GmbH's liability shall be limited to the foreseeable damages that are typical for the contract wherever the damage is attributable to a negligent violation of important obligations ("cardinal obligations") by TEDOM SCHNELL GmbH or by a director, officer or agent of TEDOM SCHNELL GmbH, but no more than EUR 10,000.00 for each instance of damage and EUR 25,000.00 for all instances of damage in total. TEDOM SCHNELL GmbH is not liable for loss of use, loss of production, replacement purchases or lost profit. Cardinal obligations are obligations whose satisfaction is essential to the proper performance of the contract and upon whose satisfaction the customer does and may regularly rely.
- (3) Liability due to gross negligence shall be excluded in cases other than those stated in Section 1 and 2.
- (4) The defense of contributory negligence shall remain unaffected.

## § 14 Limitation Period

- (1) The statutory limitation period shall apply to the following remedies against TEDOM SCHNELL GmbH:
- a) Customer remedies in the event of liability due to willful misconduct;
  - b) Customer remedies for defective goods wherever TEDOM SCHNELL GmbH has fraudulently concealed the defect or has guaranteed the condition of the goods;
  - c) Customer remedies for damages
    - due to a willful or grossly negligent violation of duties by TEDOM SCHNELL GmbH or any other willful misconduct or gross negligence by a director, officer or agent of TEDOM SCHNELL GmbH;
    - resulting from injury to life, limb or health, due to a grossly negligent violation of duties by TEDOM SCHNELL GmbH or any other willful misconduct or gross negligence by a director, officer or agent of TEDOM SCHNELL GmbH;
    - in accordance with the German Product Liability Act.
- (2) In cases other than those stated in Section 1, the limitation period for Customer remedies resulting from defects of quality in the goods shall be one year from the transfer of risk in accordance with § 7 of these General Terms and Conditions.

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## § 15 Final Provisions, Place of Jurisdiction

- (1) These General Terms and Conditions and individual contracts concluded on the basis of these General Terms and Conditions shall be exclusively subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the provisions of private international law.
- (2) Wangen shall be the place of performance for all obligations in accordance with these General Terms and Conditions and individual contracts based thereon, unless otherwise agreed in these General Terms and Conditions or the individual contracts.
- (3) If individual provisions of the contract with the Customer, including these General Terms and Conditions, are or subsequently become invalid or unenforceable in full or in part, this shall not affect the validity of the remaining provisions. The foregoing also applies in the event of an omission in the contract, including these General Terms and Conditions. The invalid or unenforceable provisions will be replaced or the omission addressed by an appropriate provision that best achieves the intended legal intent and purpose of the invalid or unenforceable provision or that would have been included if the matter had been considered.
- (4) Sole place of jurisdiction is the Regional Court ("Landgericht") of Ravensburg. TEDOM SCHNELL GmbH is also entitled to bring an action at the Customer's place of jurisdiction.

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