
Hilberg & Partner GmbH General Terms and**Conditions Porschestr. 12, 63512 Hainburg**

The following general terms and conditions for Hilberg & Partner GmbH apply to the following areas:

Chapter 1**General Terms and Conditions for the Sale and Delivery of Machines and Components****Chapter 2****General Terms and Conditions for the Purchase of Goods, Components, and Services.****Chapter 3****General Terms and Conditions for Repairs and Upgrades to Machines and Systems**

Chapter 1**General Terms and Conditions for the Sale and Delivery of Machines and Components****§1 Scope, general**

(1) The following terms and conditions apply to mechanical engineering deliveries and services made by Hilberg & Partner GmbH, unless otherwise agreed separately. We do not accept any client terms and conditions that contravene these terms and conditions, even if we do not expressly object to them.

(2) The currently valid version of our terms and conditions shall also apply to all future orders for deliveries and services. When follow-up orders are received, we will provide clients with updated versions of our terms and conditions, as applicable.

(3) These conditions apply exclusively to entrepreneurs, i.e. persons acting in their commercial or freelance professional capacity, legal persons under public law, or public special funds.

§2 Price and payment

(1) Unless otherwise agreed, all prices are ex works including loading at the works, but excluding packaging and unloading at the final destination. Value-added tax is added to the listed prices at the applicable statutory rate.

(2) Unless otherwise agreed, payments are to be made to our account without any deduction as follows: 1/3 deposit upon receipt of our order confirmation; 1/3 once we notify that the main part of the order is ready for delivery; and the remainder within one month after the risk for the delivery transfers to the client.

(3) The client may withhold payments or offset it against counterclaims insofar as such counterclaims are not disputed by us or have been made legally enforceable.

§3 Turnaround, delays in delivery

(1) The turnaround shall be agreed separately. Our adherence thereto is subject to the proviso that all commercial and technical issues between the parties have been clarified and the client has met all of its obligations, such as providing the necessary official permits or certifications and paying the deposit as agreed. If this is not the case, the turnaround will be extended correspondingly. This does not apply if we are responsible for the delay.

(2) Meeting the agreed turnaround is subject to our receiving proper, timely deliveries from our suppliers. We will inform clients as soon as possible of any apparent delays.

(3) The turnaround has been met if the items ordered have left our factory or if we have informed the client that they are ready for delivery by the stated deadline(s). The date on which we notify the client that the delivery is ready for inspection shall be considered the delivery date for this purpose if

an inspection is required before a delivery is accepted, unless the client has sufficient grounds to delay the same.

(4) If the delivery or acceptance of the order is delayed for reasons under the client's control, the costs incurred for said delay will be billed to the client starting one month after our notice that the order was ready for delivery or acceptance.

(5) If the failure to meet the promised turnaround time is due to force majeure, labor disputes, or other events beyond our control, the turnaround shall be extended accordingly. We will provide the client as soon as possible of the beginning and end of such circumstances.

(6) The client may withdraw from the contract before the risk of ownership transfers and without further notice if we are unable to deliver as promised. In addition, the client may withdraw from the contract if we are unable to deliver any part of the order and the client has sufficient grounds to reject a partial delivery. If this is not the case, the client shall pay the price agreed for that portion actually delivered. The same applies in case we are unable. Otherwise §7(2) shall apply. If the impossibility or inability to perform occurs while the client is in default of acceptance or if the client is solely or largely responsible for these circumstances, the client shall remain obliged to pay our invoice.

(7) If we are in default and the client suffers damage as a result, the client may demand lump-sum penalty of 0.5% of the value for that part of the overall order which cannot be used as or when expected due to the delay for each calendar week of delay up. This penalty is capped, however, at 5% of said value. If the client, taking into account the statutory exceptions sets us a reasonable extension for performance after the original due date and the new deadline is not met, the client is entitled by law to withdraw from the contract. The client agrees to provide us with reasonable notice of its intention to exercise said right. Any further claims resulting from delays in delivery are subject exclusively to §7(2) herein.

§4 Transfer of risk, acceptance

(1) The risk passes to the client once the order as a whole or in part leaves our factory, even if we have agreed to provide additional, subsequent services, such as delivery or installation. If an inspection of the order has been agreed, the risk is transferred at that time. The inspection must be performed without delay on the date scheduled or as soon as possible after we notify the client that the order is ready for its inspection. The client may not refuse to delivery of the order due to the presence of a minor defect.

(2) If shipment or the inspection is delayed due to circumstances that are not attributable to us, the risk is transferred to the client on the day we notify the client that the order is ready for shipment or inspection. We agree to take out any insurance coverage requested by the client at the latter's expense.

(3) Partial deliveries are permissible, insofar as this is reasonable for the client.

§5 Retention of title

(1) We reserve title to the goods delivered until all payments from the corresponding contract have been received, including payment for any additional services ordered.

We are entitled to insure said goods against theft, breakage, fire, water and/or other damage at the client's expense if the latter fails to provide proof of adequate coverage.

The client may neither sell nor pledge the goods nor assign it as collateral. The client must notify us without delay if the goods are pledged, seized, or otherwise placed at third-party disposal.

(4) If the client is in breach of contract, in particular in default of payment, we are entitled to repossess the goods and the client is obliged to surrender them.

(5) We can demand the return of the goods on the basis of this retained only by withdrawing from the contract.

(6) If the client files a petition to open insolvency proceedings, we are entitled to withdraw from the contract and demand the immediate return of the goods.

§6 Claims for defects

We accept liability for any material defects or defects of title related to the goods delivered, to the exclusion of other claims, subject to §7, as follows: Material defects

(1) We will repair or replace at our discretion and at no charge any and all parts that are defective as the result of a circumstance prior to the transfer of risk. The client must report such defects to us in writing and without delay. Replaced parts become our property.

(2) The client must give us the time and opportunity necessary for any and all improvements or replacement deliveries; otherwise, the client waives our liability for any resulting consequences. Only in urgent cases of danger to the operational safety or to prevent excessive damage may the client remedy the defect or have it remedied by third parties and bill us for any resulting charges. In such cases, the client is to inform us immediately of the situation.

(3) We will bear the direct costs incurred by such repair or replacement goods including delivery provided the complaint proves to be justified. We shall also bear the costs to dismantle and install the repaired or replacement goods and provide the necessary fitters and assistants including travel costs unless this represents a disproportionate burden on us.

(4) The client has the right to withdraw from the contract as permitted by law if we fail to meet its reasonable deadline for repair or replacement required due to material defects in the original delivery, unless the statutory exception apply. If the defect is not significant, the client is only entitled to request a reduction in the agreed price. The right to a reduction in the agreed price is otherwise excluded. All further claims are subject exclusively to §7(2) herein.

(5) We disclaim any liability for the following situations in particular: Unsuitable or improper use, faulty installation, or commissioning by the client or a third party, normal wear, improper or careless handling, improper maintenance, improper equipment, chemical, electrochemical, or electrical influences, provided that we are not responsible for their occurrence.

(6) If the client or a third party performs repairs improperly, we are not liable for any resulting consequences. The same shall apply to any changes to the goods made without our prior consent.

Defects of title

(7) If the use of the goods leads to an infringement of copyright or other industrial property rights in Germany, we will in principle procure at our expense a license for the client to continue using the goods or otherwise modify the goods in such a manner the client deems reasonable that said infringement no longer persists. If this is possible to do so under economically reasonable conditions or within a reasonable time period, both the client and we are entitled to withdraw from the contract. In addition, we agree to indemnify and hold the client harmless against any claims asserted by the holder of the rights.

(8) Subject to §7(2), this is the entirety of our obligations under the previous clause with regard to any infringements of industrial property rights or copyrights. They only exist if

a) the client informs us immediately of any claims asserted against them by the alleged owners of said rights;

b) the clients provides us with reasonable support in defending against such claims and/or making the required modifications as described above;

c) we retain all options for our legal defense, including out-of-court settlements;

d) the defect of title is not the result of specific client instructions; and

e) the claim is not caused by subsequent changes made to the goods by the client or its use of the goods in a manner not agreed herein.

§7 Liability, disclaimer

(1) If the goods cannot be used by the client as intended for reasons within our control as the result of a failed or faulty execution of proposals and advice before or after the contract was signed or as the result of a breach of other ancillary contractual obligations, in particular the instructions for the operation and maintenance of the goods, the provisions set forth in §6 and §7(2) apply, to the exclusion of any further client claims.

(2) For damage not involving the goods ordered themselves, we accept liability, whatever the legal basis, only if said damage was caused

a) by us intentionally;

- b) by the gross negligence of our owner, boards, or management;
- c) in case of culpable injury to life, limb or health;
- d) for defects we have fraudulently concealed;
- e) if we have made guarantees;
- f) for personal injury or property damage to goods used privately, to the extent required under the Product Liability Act.

In the event of culpable breach of essential contractual obligations, we shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to the contractually typical, reasonably foreseeable damage. All other claims are excluded.

§8 Limitation period

Any and all client claims on whatever legal grounds shall lapse after 12 months. The statutory periods shall apply to claims pursuant to §7(2) a), d), and f). They shall also apply to defects for which we are responsible in a structure or to goods which have been used normally within a building.

§9 Software use

If software is included in the scope of delivery, the client will be granted a non-exclusive right to use the same including its documentation. Said software would be provided for use as intended on the goods ordered. Use of the software on more than one system is prohibited. The client copy, modify, translate, or change the source code to the software only to the extent permitted by law (§69a ff. of the Copyright Act). The client agrees not to remove manufacturer details, in particular copyright notices, or to change them without our prior express consent. We or the software supplier retain all other rights to the software and the documentation including copies of the same. Sublicensing is not permitted.

§10 Place of performance, applicable law, jurisdiction

- (1) The place of performance for all obligations arising from the client's contractual relationship with us is 63512 Hainburg, Germany.
- (2) All legal relations between us and the client are governed exclusively by the laws of the Federal Republic of Germany applicable to legal relationships between domestic parties to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).
- (3) The courts competent for the headquarters of Hilberg & Partner GmbH shall have jurisdiction. However, we are entitled to bring an action in the court's with jurisdiction over the client's headquarters.

§11 Data protection

In accordance with the provisions of the Federal Data Protection Act (BDSG), we hereby give notice that we keep our books on IT systems and, as such, automatically collect, process, and use client data received in the course of this business relationship to the extent necessary to establish, organize, or modify the contractual relationship with said client.

§12 Final provision

If any provision of this contract proves invalid, this shall not affect the validity of the remaining provisions of the contract.

Chapter 2

General Terms and Conditions for the Purchase of Goods, Components, and Services.

§1 Scope

- (1) All contracts and orders for goods and services placed by us are exclusively subject to the following terms and conditions. We do not accept any supplier terms and conditions that contravene these terms and conditions, even if we do not expressly object to them. These terms and conditions also apply even if we unconditionally accept deliveries of goods and services in the knowledge that the supplier's terms and conditions conflict with or deviate from those contained herein.
- (2) The currently valid version of our terms and conditions shall also apply to all of our future orders for goods and services with the supplier. When follow-up orders are placed, we will provide the supplier with updated versions of our terms and conditions, as applicable.
- (3) These conditions apply exclusively to entrepreneurs, i.e. persons acting in their commercial or freelance professional capacity, legal persons under public law, or public special funds.

§2 Establishment and changes to the contract

- (1) We will only place, amend, or supplement orders and delivery requests in writing. Delivery requests may also be made by remote data transmission or fax.
- (2) If the supplier does not accept our order within two weeks after receipt, we are entitled to cancel the order.
- (3) All agreements between us and the supplier must be made in writing when the contract is signed and also confirmed in writing by our purchasing department to be effective. This also applies to agreements made after the contract is signed, in particular any amendments and supplements to these terms, including any amendments to this clause.
- (4) Cost estimates are binding and free of charge, unless otherwise expressly agreed.

§3 Delivery and transfer of risk

- (1) Unless otherwise agreed, suppliers must deliver the goods DDP together with insurance and packaging to our facility in 63512 Hainburg.
- (2) Performance and price risk shall, in any case, only pass to us upon receipt of the goods and services by us or the recipient we have designated.

§4 Turnaround, partial performance

- (1) All agreed deadlines and notice periods are binding.
- (2) Delivery requests are binding if the supplier fails to object to the same within five working days after receipt.
- (3) The decisive factor for determining whether the delivery deadline has been met shall be proper receipt of the goods by us or the recipient we have designated. If we have not agreed to delivery DDP, the supplier must provide the goods in a timely manner taking into account the time required to load and ship the same as coordinated with the carrier.
- (4) If the supplier anticipates any problems complying with delivery deadlines or similar circumstances that could prevent a timely delivery or delivery in the quality agreed, we must be notified immediately in writing together with the estimated duration of said delay.
- (5) We shall be entitled to statutory claims in the event of a delay in delivery. (6) Para. (5) notwithstanding, we are entitled to demand from the supplier a flat penalty for such delays equal to 1% of the total order value (delivery value) for each full week of delay. This penalty is capped at 10% of the delivery value. The supplier reserves the right to prove that no or only minor damage actually occurred as a result of the delay.
- (7) Partial deliveries are not allowed unless expressly agreed otherwise or if they are reasonable for us.

§5 Force majeure, withdrawal

- (1) Force majeure, strikes, disruptions to operations, unrest, regulatory orders, and other unavoidable events entitle us, our other rights notwithstanding, to withdraw from the contract either in whole or in part unless the delay is not significant or does not result in a significant reduction of our requirements.

§6 Prices, payment

- (1) The price stated in the order is binding, unless otherwise subsequently agreed in writing.
- (2) Unless otherwise agreed, invoices will be paid either within 14 days less 3% discount or within 30 days net from the due date of the claim for payment, receipt of the invoice, and delivery of the goods and/or services. The payment is subject to invoice verification.
- (3) If delivery dates and periods have been agreed, the payment deadlines shall not be calculated based on when we accept early deliveries, but rather from the receipt of the invoice and the agreed delivery date.

§7 Assignment

The supplier is not entitled to assign claims against us without our prior written consent, which we will not unreasonably refuse. In the event of an extended retention of title, consent shall be deemed granted. If the supplier does, however, assign claims against us to a third party without our consent, the assignment shall nevertheless be effective. In this case, however, we may, at our own discretion, make payment to the supplier or the third party with discharging effect.

§8 Offsets, right of retention

In any case, we may set off counterclaims to which we are entitled under law or otherwise exercise our right to retain payments.

§9 Claims for defects, recourse

- (1) The statutory provisions for material and legal defects apply unless otherwise stipulated below.
- (2) If we accept the goods or service, this is subject to our right to examine it for freedom from defects and completeness. We will inspect it as soon as possible in the ordinary course of business and notify the supplier immediately in writing of any defects discovered. The supplier hereby waives any objection to delayed notifications of defects.
- (3) The nature of the subsequent performance (removal of the defect or delivery of a defect-free item) is at our discretion. The supplier is entitled to refuse to deliver the subsequent performance selected by us subject to the terms of §439 (3) of the German Civil Code (BGB).
- (4) Insofar as the supplier does not deliver the subsequent performance immediately upon our request, we are entitled to remedy the defects ourselves or to have them remedied by third parties at the supplier's expense at our customary rates in urgent situations in which prior notification of the supplier is no longer possible and we need to avert acute risks or avoid major damage. The statutory claims stipulated in §437(2) and (3) BGB remain unaffected.
- (5) Any claims for defects shall expire after two years unless a longer period is stipulated by law. The limitation period for claims related to material defects begins upon delivery and transfer of risk for the goods ordered.
- (6) The supplier shall indemnify and hold us harmless against any and all third-party claims relating to defects of title related to goods and services it provides.
- (7) For those parts that have been repaired, the limitation period for subsequent claims for defects shall begin when the supplier has fully met our claims for supplementary performance, provided the latter was acting in compliance with its legal obligations.
- (8) If we incur costs as a result of a defective delivery, in particular transport, travel, labor, or material costs, these shall be charged to the supplier.
- (9) If claims are made against us by third parties due to defects in the goods or services purchased from the supplier, we are entitled to seek recourse from the supplier. Here, too, if we incur costs as a result, in particular transport, travel, labor, or material costs, these shall be charged to the supplier.

§10 Product liability

- (1) In the event that a claim is made against us as manufacturer, e.g. on the basis of statutory provisions on tortious acts or product liability, the supplier is obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the goods or services provided by the supplier. In cases of strict liability, however, this only applies if the supplier is at fault. If the supplier is responsible for the damage, it has the burden of proof.

(2) In the above cases, the supplier shall indemnify us accordingly against all costs, including the costs of any recall actions or other legal action required. In all other instances, the statutory provisions shall apply.

§11 Industrial property rights

(1) The supplier warrants that neither the goods nor services delivered nor their subsequent delivery, processing, or use by us infringes the third-party property rights, in particular patents, utility models, designs, trademarks, or licenses.

(2) The supplier shall indemnify us against third-party claims relating to alleged infringements of industrial property rights. In addition, the supplier shall bear all costs we incur in the course of defending ourselves against such claims.

(3) If such third-party rights do exist, the supplier shall obtain from their respective owners at its own expense any required consents or approvals for us to deliver, process, and use the same.

§12 Provision, tools, retention of title

(1) Parts and materials provided by us to the supplier remain our property. These may only be used for their intended purpose. Any processing or transformation done by the supplier is on our behalf. We acquire co-ownership of products manufactured using our parts and materials in the ratio of the latter's value to the overall value of the resulting product. The supplier will store these products on our behalf.

(2) If the supplier is responsible for damaging or destroying parts and materials we provide, the supplier's shall cover the costs to repair or replace the same.

(3) We retain ownership of tools we provide or pay for. This also applies to models, samples, drawings, calculations, matrices, templates, and other production and manufacturing aids which we make available or pay for. The supplier is obliged to use these tools and any other manufacturing and production aids provided exclusively for goods and services we order. The liability clause in para. (2) above shall apply mutatis mutandis to those situations covered in para. (3).

§13 Confidentiality, return of objects

(1) All business and technical information we provide, in whatever form (and regardless of the data carrier on which the information is stored), shall be kept strictly confidential and used exclusively for the purposes of our contract with the supplier, unless such information is not publicly known or has otherwise been lawfully acquired from third parties or compiled independently by third parties. Confidential information shall include in particular technical data, such documents created by us as models, samples, drawings, templates, information about products and product developments, and research and development plans.

(2) The supplier shall require any of its vendors to maintain secrecy about the same, as required. Confidential information may only be disclosed to such third-party vendors only if we have given our prior written consent.

(3) At our request, but no later than the end of the contract with the supplier, the supplier shall return or destroy immediately and completely any and all information we provide (including copies or recordings thereof in any form) and other items we have lent to the supplier unless the supplier requires them to fulfill its continuing contractual obligations to us. We retain all rights to such confidential information, including copyrights and the right to apply for industrial property rights, such as patents, utility models, etc.

(4) Products manufactured according to our documents, drawings, models, samples, based on confidential information we have provided, or with our tools or tools copied after ours, may not be used for any other purpose nor supplied to third parties.

§14 Place of performance, place of jurisdiction, and applicable law

(1) The place of performance is the delivery destination as stipulated in the order.

(2) All disputes arising between us and the supplier relating to contracts based on these terms and conditions fall under the jurisdiction of the courts with responsibility for our headquarters in 63512

Hainburg. We are entitled, however, to bring action against the supplier in any other permissible jurisdiction.

(3) All legal relations between the parties are governed exclusively by the laws of the Federal Republic of Germany, with the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).

§15 Data protection

In accordance with the provisions of the Federal Data Protection Act (BDSG), we hereby give notice that we keep our books on IT systems and, as such, automatically collect, process, and use supplier data received in the course of this business relationship to the extent necessary to establish, organize, or modify the contractual relationship with said supplier.

§16 Final provisions

If any provision of this agreement should prove to be ineffective, this shall not affect the validity of the remaining provisions or any other agreements made with the supplier.

Chapter 3

General Terms and Conditions for Repairs and Upgrades to Machines and Systems

§1 Scope

- (1) The following conditions apply to all contracts and orders for repairs, upgrades, maintenance and/or servicing we perform on machines and systems, hereinafter referred to as a "repair." We do not accept any client terms and conditions that contravene these terms and conditions, even if we do not expressly object to them.
- (2) The currently valid version of our terms and conditions shall also apply to all repair and/or maintenance orders. When follow-up orders are received, we will provide clients with updated versions of our terms and conditions, as applicable.
- (3) These conditions apply exclusively to entrepreneurs, i.e. persons acting in their commercial or freelance professional capacity, legal persons under public law, or public special funds.

§2 Contract, general

- (1) If a written order confirmation has been presented and not declined, the scope defined therein shall apply to the contract and the scope of the repair.
- (2) If we have not supplied the object to be repaired, the client must notify us of any existing industrial property rights applicable thereto. The client agrees to indemnify and hold us harmless against any third-party claims arising from breach of such rights not caused by us.

§3 Impracticable repairs

- (1) We will bill the client for the services involved in providing a cost estimate as well as any subsequent time and expense to troubleshoot and make such repairs, provided that we did not create the need for such repairs such as the fault was not present during an inspection, replacement parts were not ordered, the client culpably missed previously scheduled appointments, or the contract was terminated in the course of its fulfillment.
- (2) The object to be repaired need only be returned to its original condition at the express request of the client against reimbursement of the costs, unless the work carried out was not necessary.
- (3) In the event of impracticable repairs, we are not liable on any legal basis for damage to the repair object, the violation of secondary contractual obligations, or for damage to items beyond the repair object itself. We do, however, accept liability for damage caused by intent; the gross negligence of our owner, boards, or management; or in culpable violation of cardinal contractual obligations. For culpable breaches of essential contractual obligations, we are only liable for those damages reasonably foreseeable and typical for such contracts; this limitation does not apply to damages caused by intent or gross negligence as defined above.

§4 Pricing, cost estimate

- (1) We will notify the client of the estimated cost of the repair when hired; otherwise, the client may set a cost cap. If the repair cannot be done at these costs or if we determine additional work is necessary during the repair, we will obtain the client's consent if the revised cost estimate is 15% more than the one most recently approved.
- (2) The client must expressly request any binding cost estimate required before the repair is started. Such cost estimate shall only be binding if in writing, unless otherwise agreed. There is a charge for such cost estimates. The services required to prepare a cost estimate will not be charged if the client orders the repair and the services can be used in the course of the repair.

§5 Price, payment

- (1) We are entitled to request a reasonable advance payment upon being hired to perform a repair.
- (2) Our invoice for the repair will list the costs for parts, materials, and special services, labor, travel and transport separately. If the repair is performed based on a binding cost estimate, the invoice will solely reference said estimate and only itemize those items that deviated therefrom.
- (3) All prices are exclusive of value-added tax, which will be additionally charged to the client at the statutory rate.
- (4) We have four weeks after the client receives the invoice to issue a corrected invoice in writing; the client likewise has four weeks after receipt to object to any part of said invoice.
- (5) Payment is due immediately without discount upon acceptance of the repair and the issuance of the invoice.
- (6) Payments may not be withheld or offset against counterclaims against us that we dispute.

§6 Cooperation and technical assistance required of the client for work done off-site

- (1) The client shall support the personnel performing the repair at its own expense.
- (2) The client shall take the special measures required to protect against injury and property damage at the repair site. The client must also inform the repair personnel about any special safety regulations they must adhere to. The client agrees to notify us of any breach of such safety regulations by our repair personnel.
- (3) The client is obliged to provide technical assistance at its own expense, in particular:
 - a) Make the necessary and appropriately qualified assistants available in the number necessary for the time required. Said assistants shall follow the instructions of the repair supervisor. We assume no liability for the assistants. Should any defects or damage be caused by the assistants as result of instructions given by repair supervisor, the provisions of §§11 and 12 shall apply mutatis mutandis.
 - b) Perform all construction, embedding, and scaffolding work including procurement of the necessary building materials.
 - c) Provide the necessary devices and heavy tools as well as the necessary consumables and materials.
 - d) Provide heating, lighting, operating power, water, and the necessary connections to such services.
 - e) Provide dry, lockable spaces for the repair personnel to store their tools as required.
 - f) Protect the repair site and materials against harmful influences of any kind; clean the repair site.
 - g) Provide suitable, theft-proof lounges and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the repair personnel.
 - h) Provide materials and perform any and all other actions necessary to set and regulate the repair object and perform the testing required after the repair is complete.
- (4) The technical assistance provided by the client must allow the repair to commence immediately after the arrival of the repair personnel and without any further delay until the client accepts delivery of the repair. If special plans or instructions are required on our part, we shall make them available to the client in good time.
- (5) Should the client fail to meet its obligations and, after the passing of a reasonable deadline, we shall be entitled, but not obligated to perform the same and bill them accordingly. In all other respects, our statutory rights and claims remain unaffected.

§7 Transport and insurance for repairs at our site

(1) Unless otherwise agreed in writing, we will bill the client for any shipment, return, packaging, and loading of the repair object to/from our premises requested by the client. Otherwise, the client is responsible for delivering and collecting the same to/from our premises.

(2) The client bears the transport risk.

(3) At the client's request, we will arrange insurance against insurable transport risks, e.g. theft, breakage, fire, for the transport to/from our premises and bill the client accordingly.

(4) We do provide any insurance coverage while the item is on our premises being repaired. The client is responsible for maintaining the existing insurance coverage for said item against fire, water damage, storm, and breakage. Insurance coverage for these risks can only be arranged at the client's express request; the costs will be billed to the client.

(5) If the customer is in default of acceptance, we may charge the cost to store the item on our premises once the repair is complete. We may also opt to store the repaired item elsewhere. The client shall bear the costs and risk of such storage.

§8 Turnaround, delays

(1) The turnaround indicated for any repair is only an estimate and is therefore not binding.

(2) The client may only demand a binding repair period once the scope of the work has been precisely determined.

(3) The deadline is considered met if the repaired object is ready for the client's acceptance or planned testing by the scheduled deadline.

(4) The agreed repair period shall be extended accordingly if further orders are made or if additional repairs become necessary.

(2) If the repair is delayed due to measures related to labor disputes, especially strikes and lockouts, as well as the occurrence of circumstances that are not within our control, the repair period shall be extended if such obstacles have a demonstrably significant influence on the completion of the repair.

(6) If we are in default and the client suffers damage as a result, the client may demand a lump-sum penalty for said delay upon proof of such damage. Said damage shall be equal to 0.5% of the value for that part of the overall repair price for that part of the item that cannot be used as promised. All further claims for damages caused by repair delays are excluded. If the client, taking into account the statutory exceptions sets us a reasonable extension for performance after the original due date and the new deadline is not met, the client is entitled by law to withdraw from the contract. The client agrees to provide us with reasonable notice of its intention to exercise said right. All further claims are subject exclusively to §12(3) herein.

§9 Acceptance

(1) The client is obliged to accept delivery of the repair upon notification of its completion and any contractually agreed testing of the repaired item has been successfully passed. If the repair is not as agreed, we will remedy the shortcoming. This shall not apply if the defect is immaterial to the client's interests or is due to circumstances under the client's control. The client may not refuse acceptance on grounds of an insubstantial defect.

(2) If acceptance is delayed through no fault of ours, it shall be deemed to have taken place upon expiry of two weeks from the date on which the client was notified that the repair had been completed.

(3) Upon acceptance, we are no longer liable for visible defects unless the client has reserved the right to assert a certain defect.

§10 Retention of title, extended lien

(1) We reserve title to all accessories, spare parts, and exchange units used all amounts owed from the repair contract have been paid. Further collateral arrangements may be agreed.

(2) We are entitled to place a lien on the repaired object equal to the outstanding balance from the repair contract. A lien may also be placed based on previous outstanding balances for work, spare

parts, and other services. A lien shall apply to other claims arising from the business relationship only if uncontested or legally binding.

§11 Claims for defects

(1) Once the repair has been accepted the client, our liability is limited only to further repairs of defects. All other client claims are excluded, (5) and §12 notwithstanding. The client must notify us immediately in writing of any defects found.

(2) We are not liable if the defect is immaterial to the client's interests or is due to circumstances under the client's control. This applies in particular to parts provided by the client.

(3) In the event of improper modifications or repair work carried out by the client or third parties without our prior consent, we disclaim any liability for the resulting consequences. Only in urgent cases of danger to the operational safety or to prevent excessive damage or if we have failed to meet the reasonable deadline to remedy the defect, taking into account the statutory exceptions, may the client remedy the defect or have it remedied by third parties and bill us for any resulting charges. In such cases, the client is to inform us immediately of the situation.

(4) We will bear the direct costs incurred by such repair or replacement goods including delivery provided the complaint proves to be justified. We shall also bear the costs to dismantle and install the repaired or replacement goods and provide the necessary fitters and assistants including travel costs unless this represents a disproportionate burden on us.

(5) With due consideration being given to statutory exceptions, the customer shall have the right to a reduction of the repair price in the event that we allow a reasonable period for repairing a defect to lapse. The client may only withdraw from the contract if the repair is demonstrably not of interest, despite the reduced price. Any and all further claims shall be determined exclusively in accordance with §12(3) herein.

§12 Liability, disclaimer

(1) If parts of the object to be repaired are damaged through our fault, we will, at our discretion, either repair or replace them. This obligation is limited to the repair price previously agreed. §12(3) shall otherwise apply.

(1) If the goods cannot be used by the client as intended for reasons within our control as the result of a failed or faulty execution of proposals and advice before or after the contract was signed or as the result of a breach of other ancillary contractual obligations, in particular the instructions for the operation and maintenance of the goods, the provisions set forth in §11 and §12(1) and (3) apply, to the exclusion of any further client claims.

(3) For damage not involving the goods repaired themselves, we accept liability, whatever the legal basis, only if said damage was caused

a) by us intentionally;

b) by the gross negligence of our owner, boards, or management;

c) in case of culpable injury to life, limb or health;

d) for defects we have fraudulently concealed;

e) if we have made guarantees;

f) to the extent that liability is assumed in accordance with the Product Liability Act for personal injury or material damage to privately used objects.

In the event of culpable breach of essential contractual obligations, we shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to the contractually typical, reasonably foreseeable damage. All other claims are excluded.

§13 Limitation period

Any and all client claims on whatever legal grounds shall lapse after 12 months. The statutory periods shall apply to claims pursuant to §12(3) a), d), and f). If we carry out the repair work on a building and thereby cause its defectiveness, the statutory periods shall also apply.

§14 Damages

If, in the course of performing repair work away from our premises, the devices or tools we provide are damaged or lost through no fault of ours, the client is obliged to compensate us for this damage. This does not apply to any damage caused by normal wear and tear.

§15 Place of performance, applicable law, jurisdiction

(1) The place of performance for all obligations arising from the client's contractual relationship with us is 63512 Hainburg, Germany.

(2) All legal relations between us and the client are governed exclusively by the laws of the Federal Republic of Germany applicable to legal relationships between domestic parties to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).

(3) The courts having jurisdiction for the Hilberg & Partner GmbH with its registered office in 63512 Hainburg shall have jurisdiction. However, we are entitled to bring an action in the court's with jurisdiction over the client's headquarters.

§16 Data protection

In accordance with the provisions of the Federal Data Protection Act (BDSG), we hereby give notice that we keep our books on IT systems and, as such, automatically collect, process, and use client data received in the course of this business relationship to the extent necessary to establish, organize, or modify the contractual relationship with said client.

§17 Final provision

If any provision of this contract proves invalid, this shall not affect the validity of the remaining provisions of the contract.