

As of 08/09/2025

General Terms and Conditions of Delivery and Service of NMH GmbH

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A. General conditions

Section 1

Scope

1. These General Terms and Conditions of Delivery and Service apply to all our fields of activity. These General Terms and Conditions of Delivery and Service therefore apply to the delivery of goods, the manufacture and delivery of custom-made goods, work services, such as repair services in particular, the delivery of software and services.
2. These General Terms and Conditions of Delivery and Service apply exclusively to our relationship with the customer. They also apply to all future transactions and to all business contacts with the customer, such as the commencement of contract negotiations or the initiation of a contract, even if they are not expressly agreed again or if they are not expressly referred to again. The validity of the customer's general terms and conditions of purchase or order is expressly rejected.
3. The acceptance of our services and deliveries by the customer shall be deemed to constitute acceptance of the validity of these General Terms and Conditions of Delivery and Service.

§ 2 Conclusion of contract

1. Unless otherwise agreed, our offers are subject to change and non-binding.
2. We are only bound to an order once it has been confirmed by us in writing by means of an order confirmation or once we have commenced execution of the order.

§ 3 Scope of delivery and service, performance deadlines , Reservation of self-supply

1. Our written offer or order confirmation shall be decisive for the scope of our delivery or service. Subsidiary agreements and amendments require our written confirmation. If our offer or order confirmation was based on information

provided by the customer (data, figures, illustrations, drawings, system requirements, etc.), our offer shall only be binding if this information was accurate. If, after conclusion of the contract, it transpires that the order cannot be carried out in accordance with the customer's information, we shall be entitled to withdraw from the contract if and to the extent that the customer is not prepared to accept the alternative solution proposed by us and, if necessary, to bear any additional costs actually incurred.

2. We are entitled to make partial deliveries and provide partial services to a reasonable extent for all deliveries and services. We are entitled to use subcontractors to fulfil our contractual obligations.
3. As soon as we become aware of the risk of the customer's inability to pay, we shall be entitled to provide goods and services only against advance payment or security. This shall not affect our right to withdraw from individual contracts already concluded in individual cases if and to the extent that the customer does not make an advance payment or provide security within a reasonable grace period.
4. Delivery and service deadlines and dates always represent the best possible information, but are generally non-binding. The start of the delivery period and compliance with binding agreed delivery dates require that the customer performs the cooperation obligations incumbent upon them in a timely and proper manner, provides all necessary documents and makes any agreed advance payments.
5. If we have concluded a congruent covering transaction for the provision of our services, agreed delivery and service deadlines are subject to our suppliers/subcontractors correctly and timely supplying us with the deliveries and services we require for execution. If, for reasons beyond our control, such correct and timely delivery/provision of services does not take place, we shall not be in default. In this case, we shall be entitled to withdraw from the contract. We shall inform the customer immediately of any such impediments to performance and shall immediately reimburse the customer for any services

already rendered.

6. In the event of force majeure or other extraordinary circumstances beyond our control, in particular epidemics or pandemics, industrial disputes, operational disruptions beyond our control, unrest, official measures or other unavoidable events, we shall not be in default. In this case, we shall also be entitled to withdraw from the contract if we are already in default. In particular, we shall not be in default in the event of delivery delays caused by incorrect or late delivery by our suppliers for which we are not responsible. In the event of obstacles of a temporary nature, the delivery or performance deadlines shall be extended or the delivery or performance dates postponed by the period of the obstacle plus a reasonable start-up period.
7. If we are contractually obliged to make advance performance, we may refuse to perform our obligations if, after conclusion of the contract, it becomes apparent that our claim to consideration is jeopardised by the customer's inability to pay. This is particularly the case if the consideration to which we are entitled is jeopardised due to the customer's poor financial circumstances or if other obstacles to performance are imminent, such as in the event of force majeure or other extraordinary circumstances beyond our control, in particular epidemics or pandemics, industrial disputes, operational disruptions through no fault of our own, unrest, official measures or other events that cannot be averted (), or due to export or import bans, acts of war, insolvency of suppliers or illness-related absences of necessary employees.

§ 4 Prices, costs

1. Our prices are net prices and, unless otherwise agreed in writing, are always "ex works" (EXW Incoterms 2020) for deliveries. For services, the prices refer to the performance of the service at the agreed place of performance. When invoicing, value added tax will be added at the applicable statutory rate.
2. Packaging is carried out by us at cost price. Packaging materials must be disposed of by the customer and will not be taken back.

3. If a service period of more than four months is agreed between the time of order confirmation and the performance of the service, we shall be entitled to pass on to the customer any increases in costs incurred by us in the meantime due to price increases to the corresponding extent. The same applies if a performance period of less than four months was agreed, but the service can only be performed by us later than four months after confirmation of the order for reasons for which the customer is responsible.
4. In the case of work or services to be provided by us, remuneration – even in the case of a previously submitted cost estimate – is generally based on an hourly fee according to the time actually spent, unless a flat-rate remuneration has been agreed. Please refer to our offer or our order confirmation for the units of time recording and the current hourly rates.
5. Unless otherwise agreed, expenses and travel costs will be invoiced separately. Please refer to our offer or order confirmation for the current travel and expense rates.

§ 5 Terms of payment

1. Unless otherwise agreed in the contract, our claim shall become due 30 days after receipt of the delivery or after complete performance of our service, without any deductions.
2. Unless expressly agreed, the customer is not entitled to make any deductions.
3. If the customer defaults on payment, they shall compensate us for the resulting damages, in particular interest at a rate of 9 percentage points above the base rate. If the customer is more than 14 days in arrears with the payment of a due amount or partial amount, if the customer violates the obligations arising from a retention of title, or if the consideration to which we are entitled is jeopardised due to the customer's poor financial circumstances, the entire balance of all outstanding claims shall become due for payment immediately.
4. In the event that a payment instalment is agreed upon acceptance, payment shall be due upon acceptance, but no later than 30 days after delivery and any

installation owed, as well as receipt of the final invoice.

5. Payment by bill of exchange or acceptance is only permitted if expressly agreed and even then only on account of payment. Any additional costs incurred as a result shall be borne by the customer.
6. Our remuneration claims may only be offset against undisputed or legally established claims. The same applies to the exercise of a right of retention. Otherwise, the customer is only authorised to exercise a right of retention if it is based on the same contractual relationship.
7. The assignment of claims against us by the customer requires our prior approval, which we will only refuse for good cause.

§ 6 Retention of title

1. We retain title to the delivered goods until all our current and future claims arising from the concluded contract and an ongoing business relationship (secured claims) have been paid in full.
2. The goods subject to retention of title may not be pledged to third parties or transferred as security before the secured claims have been paid in full. The customer must notify us immediately in writing if and to the extent that third parties have access to the goods belonging to us.
3. If the customer acts in breach of contract, in particular by failing to pay the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for surrender does not simultaneously constitute a declaration of withdrawal; rather, we are entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

4. The customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
- 4.1. The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are considered the manufacturer. If, in the event of processing, mixing or combination with goods of third parties, their ownership rights remain in force, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. , the same applies to the resulting product as to the goods delivered under retention of title.
- 4.2. The customer hereby assigns to us as security all claims against third parties arising from the resale of the goods or the product, either in full or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer mentioned in the above section A. § 6 No. 2 also apply with regard to the assigned claims.
- 4.3. The customer remains authorised to collect the claim alongside us. We undertake not to collect the claim as long as the customer meets their payment obligations to us, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in their ability to pay. However, if this is the case, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- 4.4. If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.
5. The customer must treat the goods subject to retention of title with care. At our request, the customer must insure the goods subject to retention of title at their own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is necessary, the customer must carry this out in good time at their own expense.

6. If the validity of this retention of title depends on its registration, e.g. in public registers in the customer's country, we are entitled and authorised by the customer to effect this registration at the customer's expense. The customer is obliged to provide all cooperation necessary for this registration free of charge to .

§ 7 Customer's obligations to cooperate and provide information

1. The customer shall support us and our employees to a reasonable and customary extent.
2. The customer shall provide us with the materials, information and data we require to perform our services. Data and data carriers must be technically sound. If special legal or operational safety regulations apply at the customer's premises, the customer must inform us of this before we perform our services.
3. Instructions from the customer to our employees regarding the specific form of service provision are excluded, unless instructions are necessary in connection with safety requirements and operating regulations at the customer's premises. Instructions on individual questions regarding the work or services to be provided by us must not be given to the employees entrusted with the task by us, but to the contact persons designated by us for the project. We shall always decide independently on the necessary measures within the scope of our service obligations.
4. The customer must provide us with the valid VAT identification number issued to them by a Member State of the European Union immediately upon conclusion of the contract. The customer must also inform us of any changes to the VAT identification number at any time. If we incur damage due to the customer's failure to provide, incorrect or incomplete reporting of the VAT identification number, in particular due to a resulting loss of tax exemption for intra-Community deliveries in accordance with Sections 4 (1) (b) and 6a of the VAT Act (UStG), the customer shall be obliged to compensate us for the

damag . This shall not apply if the customer is not responsible for the breach of duty.

§ 8 Confidentiality

1. During the term of the contract, the customer undertakes to keep confidential all information that becomes accessible in connection with the contract and that is designated as confidential or is recognisable as a business or trade secret due to other circumstances ("confidential information") and not to record, pass on to third parties or exploit in any way, unless expressly approved in writing in advance or necessary to achieve the purpose of the contract. This confidentiality obligation shall remain in force for a further five years after complete fulfilment or termination of the order.
2. The obligations under clause 1 shall also apply to trade secrets within the meaning of Section 2 (1) of the Austrian Trade Secrets Act (GeschGehG).
3. The customer undertakes to protect trade secrets within the meaning of Section 2 (1) GeschGehG and other confidential information from being obtained by third parties by taking appropriate confidentiality measures in accordance with the circumstances. The confidentiality measures must at least correspond to the customary level of care and the level of protection that the customer applies to its own trade secrets of the same category.
4. This does not apply to confidential information
 - which was already known to the customer before the start of the contract negotiations or which is disclosed by third parties as non-confidential, provided that they do not themselves violate confidentiality obligations,
 - which the customer has developed independently,
 - which are or become publicly known through no fault or involvement of the customer, or
 - which must be disclosed due to legal obligations or official or court orders ().

In the latter case, the customer must inform us immediately before disclosure.

If the customer invokes one of the above exceptions, the burden of proof shall lie with the customer. Further legal obligations regarding confidentiality remain unaffected.

5. The customer is not entitled to obtain trade secrets or other confidential information by observing, examining, dismantling or testing a product or object within the meaning of Section 3 (1) GeschGehG ("reverse engineering") if the product or object has not been made publicly available.

Section 9 Miscellaneous: Place of performance, place of jurisdiction, applicable law, data processing, severability clause

1. The place of performance is our registered office in Hohentengen, Germany.
2. The exclusive place of jurisdiction for all disputes arising between the parties from the contractual relationship is the Ravensburg Regional Court, insofar as the customer is a merchant, a legal entity under public law or a special fund under public law, or the customer does not have a general place of jurisdiction in the Federal Republic of Germany or has moved their place of jurisdiction abroad. As an exception to this, we are also entitled to take legal action against the customer at their general place of jurisdiction.

A merchant is any entrepreneur who is entered in the commercial register or who operates a commercial business and requires a commercially organised business operation. The customer has their general place of jurisdiction abroad if they have their place of business abroad.

3. The customer is aware that data from business transactions, including personal data, must be stored and processed within the scope of business requirements and transmitted to third parties. The customer agrees to this data collection and processing.
4. Should any provision in these General Terms and Conditions of Delivery and Payment or any provision in other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

5. The customer is only entitled to offset counterclaims from other legal relationships insofar as these are undisputed or have been legally established.
6. German law applies to the contractual and other legal relationships with our customers, excluding the UN Convention on Contracts for the International Sale of Goods.

B. Special conditions for the delivery of goods and for the manufacture and delivery of custom-made goods

§ 1 Scope

The following special terms and conditions apply in addition to the general terms and conditions under section A. to all contracts with the customer for the delivery of goods and for the manufacture and delivery of goods according to the customer's individual specifications (custom-made products).

§ 2 Scope of services

1. The transfer of ownership and handover of the purchased item is owed. The installation or configuration of the purchased item is not owed unless this has been expressly agreed.
2. Transport insurance for goods to be shipped will only be taken out upon express request. Transport insurance will then be taken out in the name and on behalf of the customer.

§ 3 Transfer of risk

1. Unless otherwise agreed, the risk of loss or deterioration of the goods shall pass to the customer upon handover of the goods for shipment, even if partial deliveries are made. If shipment is delayed for reasons attributable to the customer, the risk shall pass to the customer upon notification of readiness for shipment.

2. If acceptance has been agreed with the customer, the risk shall pass to the customer at the time of the declaration of acceptance. The customer shall accept the goods or the completed service within the agreed period, otherwise within a reasonable period, but at the latest within two weeks after handover or – if handover is excluded due to the nature of the service – after completion. In the case of a service to be accepted, the period shall commence upon notification by us to the customer that the service has been completed. The service provided by us shall be deemed to have been accepted upon expiry of the agreed acceptance period if the customer neither declares acceptance in text or written form nor informs us in text or written form of any defects that still need to be remedied. We shall inform the customer of this legal consequence in the notification of completion of the work.

§ 4 Premature termination of contracts for work and materials

The following applies to contracts for work and materials pursuant to Section 650 of the German Civil Code (BGB):

1. If the customer terminates the contract before completion of our work delivery service, the customer shall be obliged to pay the full agreed remuneration, less any expenses we have saved as a result of the termination of the contract. Any income we generate through other use of our labour or maliciously fail to generate shall also be offset.
2. The parties agree that, notwithstanding Section 648, sentence 3 of the German Civil Code (BGB), it shall be presumed that we are entitled to 10% of the agreed remuneration attributable to the part of the work performance not yet rendered. The parties retain the option of proving higher or lower expenses saved or other income earned or maliciously omitted.

§ 5 Warranty and general liability

1. The limitation period for claims due to defects in our deliveries and services is one year from the start of the statutory limitation period. After this year has

elapsed, we may, in particular, refuse to provide subsequent performance without the customer being entitled to claims against us for reduction, withdrawal or compensation. This reduction in the limitation period does not apply to claims for damages other than those due to refusal to provide subsequent performance, and it generally does not apply to claims in the event of fraudulent concealment of the defect, the assumption of a guarantee or intent.

2. In order to determine the freedom from defects of the item at the time of transfer of risk, any agreement between the parties regarding the quality of the item shall take precedence over the objective requirements within the meaning of Section 434 (3) of the German Civil Code (BGB).
3. Any intended use of the item within the meaning of Section 434 (2) No. 2 BGB requires comprehensive written information from the customer about the intended use prior to conclusion of the contract, as well as our express consent based on this information.
4. The item delivered by us satisfies the objective requirements for normal quality with regard to the durability of the item in accordance with Section 434 (3) sentence 1 no. 2, sentence 2 BGB if, at the time of transfer of risk, the item is capable of retaining its required functions and performance under normal use.
5. Claims by the customer for subsequent performance due to defects in the service or delivery to be provided by us shall exist in accordance with the following provisions:
 - 5.1. The customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the rejected item for inspection purposes.
 - 5.2. If the delivered item is defective, we may first choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). The right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected.

- 5.3.** We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.
- 5.4.** In the event of a defect, we are entitled to make a subsequent delivery dependent on the customer returning the defective item to us and any benefits derived from its use in accordance with Sections 346 to 348 of the British Civil Code (BGB). There is no obligation to take back the replaced item.
- 5.5.** We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect actually exists.
- 5.5.1.** If the customer has installed the defective item in another item or attached it to another item in accordance with its nature and intended use after the defect became apparent, we are not obliged to reimburse the customer for the necessary expenses for removing the defective item and installing or attaching the repaired or delivered defect-free item.
- 5.5.2.** If the customer has installed the defective item in another item or attached it to another item in accordance with its nature and intended use before the defect became apparent, we shall only be obliged, within the scope of subsequent performance, to reimburse the customer for the necessary expenses incurred in removing the defective item and installing or attaching the repaired or delivered defect-free item if the customer has given us the opportunity to carry out these actions ourselves within a reasonable period of time.
- 5.5.3.** The customer shall bear the costs of subsequent performance incurred as a result of the purchased item being taken to a location other than the customer's commercial premises after delivery.
- 5.5.4.** If a request by the customer to remedy a defect proves to be unjustified, we may demand reimbursement of the costs incurred from the customer.
- 6.** The customer may only claim damages:
- 6.1.** For damages resulting from
- an intentional or grossly negligent breach of duty on our part or

- on an intentional or grossly negligent breach of duty by one of our legal representatives, executive employees or vicarious agents
- , which are not essential contractual obligations (cardinal obligations) and are not primary or secondary obligations in connection with defects in our deliveries or services.
- 6.2.** For damages resulting from the intentional or negligent breach of essential contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executive employees or vicarious agents. Essential contractual obligations (cardinal obligations) within the meaning of subsections 3.1 and 3.2 above are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.
 - 6.3.** Furthermore, we shall be liable for damages resulting from the negligent or intentional breach of obligations in connection with defects in our delivery or service (subsequent performance or ancillary obligations) and
 - 6.4.** for damages that fall within the scope of protection of a guarantee (assurance) expressly given by us or a guarantee of quality or durability.
 - 7.** In the event of a simple negligent breach of a material contractual obligation, liability shall be limited to the amount of damage typically to be expected and foreseeable for us at the time of conclusion of the contract, assuming the application of due care.
 - 8.** Claims for damages by the customer in the event of a simple negligent breach of a material contractual obligation shall become time-barred one year after the start of the statutory limitation period. This does not apply to damage resulting from injury to life, limb or health.
 - 9.** The customer's rights under Sections 445a, 445b and 478 of the German Civil Code (BGB) in the event that claims are made against the customer or its further customers in a supply chain remain unaffected in accordance with the following provisions:

- 9.1. The customer bears the burden of proof that the expenses for subsequent performance were necessary and that he could not have refused subsequent performance vis-à-vis his buyer in accordance with Section 439 (4) of the German Civil Code (BGB) or could have performed subsequently in a cheaper manner.
- 9.2. The claim under Section 445a (1) BGB shall become time-barred in accordance with Section 445b (1) BGB two years after delivery by us to the customer. This period shall also apply if a longer period would apply under Section 438 BGB.
- 9.3. The limitation period for the customer's claims against us due to a defect in a newly manufactured item sold, as specified in Sections 437 and 445a (1) BGB, shall commence at the earliest two months after the date on which the customer has fulfilled the claims of its buyer, provided that the claims were not yet time-barred in the relationship between the customer and its buyer. This suspension of the limitation period pursuant to Section 438 BGB shall end no later than five years after the date on which we delivered the item to the customer.
10. Claims under Section 327u BGB remain unaffected by the above provisions and exist to the extent permitted by law within the statutory time limits.
11. Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, as well as from injury to life, limb or health, remain unaffected by the above provisions and exist to the extent permitted by law within the statutory periods.

C. Special conditions for the delivery of software

Section 1

Scope

The following special conditions apply in addition to the General Conditions under Section A, insofar as software is provided within the scope of services under Sections B or D.

§ 2 Scope of delivery and rights of use

Insofar as we provide third-party software, the licence terms of these third parties shall apply with regard to the customer's permitted use of the software. We are only obliged to provide this third-party software in its unmodified form.

§ 3 Warranty and general liability

The terms and conditions of warranty and general liability in Part B § 5 apply. The following also applies to claims for subsequent performance:

1. We are entitled to carry out the rectification at the customer's premises or via remote maintenance. We also fulfil our obligation to rectify by providing updates for download with an automatic installation routine and offering the customer telephone support to resolve any installation problems that may arise.
2. If we are unable to remedy the defect or deliver a fault-free replacement, we will show the customer ways to work around the error. The workarounds are considered supplementary performance, provided that they do not significantly impair the functionality or processes of the software. Workarounds are temporary solutions to an error or malfunction without interfering with the source code.
3. If necessary, the user documentation will also be adapted during rectification.

D. Special conditions for work performance

§ 1 Scope

The following special conditions for work performance apply in addition to the General Conditions under Section A. for all contracts with the customer for the provision of work performance.

§ 2 Subject matter

The subject matter of the contract is the provision of work services.

§ 3 Appointment of project managers

1. Both we and the customer are obliged – in separately agreed cases, such as extensive installation work – to appoint a project manager before work commences. The measures necessary for the realisation of the work shall be coordinated between the project managers. Responsibility for the realisation of the work lies with us. ' ' respective project managers shall be named to the respective contractual partner in text or written form within a reasonable period of time after conclusion of the contract.
2. The project managers shall meet regularly, at intervals agreed for each individual project, in order to prepare, make and record upcoming decisions.

§ 4 Acceptance

The work shall be handed over upon completion. If handover is not possible due to the nature of the work, notification of completion shall be given. Upon completion and handover or, if handover is not possible due to the nature of the work, upon notification of completion, the work shall be accepted. The customer shall accept the completed work within the agreed period, otherwise within a reasonable period, but no later than two weeks after handover or – if handover is excluded due to the nature of the work – after completion. The period shall commence upon notification by us to the customer that the work

has been completed. The work shall be deemed accepted upon expiry of the agreed acceptance period if the customer neither declares acceptance in text or written form nor informs us in text or written form of any defects that still need to be remedied. We shall inform the customer of this legal consequence when notifying them of the completion of the work.

§ 5 Warranty and general liability

1. The limitation period for claims due to defects in our work is one year from the start of the statutory limitation period. After this year has elapsed, we may, in particular, refuse to provide subsequent performance without the customer being entitled to any claims against us for reduction, withdrawal or damages. This reduction of the limitation period does not apply to claims for damages other than those arising from refusal to provide subsequent performance, and it does not generally apply to claims in the event of fraudulent concealment of the defect.
2. Claims by the customer for subsequent performance due to defects in our work shall otherwise exist to the extent provided for by law, subject to the following proviso:
 - 2.1. The customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the rejected work for inspection purposes.
 - 2.2. If the delivered work is defective, we may first choose whether to perform subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). The right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected.
 - 2.3. We are entitled to make the subsequent performance owed dependent on the customer paying the remuneration due. However, the customer is entitled to retain a portion of the remuneration that is reasonable in relation to the defect.

- 2.4.** We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect actually exists.
- 2.4.1.** The expenses of subsequent performance incurred as a result of the work being transferred to a location other than the customer's commercial establishment shall be borne by the customer.
- 2.4.2.** If the customer's request to remedy a defect proves to be unjustified, we may demand reimbursement of the costs incurred from the customer.
- 3.** The customer may only claim damages:
- 3.1.** For damages resulting from
an intentional or grossly negligent breach of duty on our part or
on an intentional or grossly negligent breach of duty by one of our legal representatives, executive employees or vicarious agents
that are not essential contractual obligations (cardinal obligations) and are not primary or secondary obligations in connection with defects in our deliveries or services.
- 3.2.** For damages resulting from the intentional or negligent breach of essential contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executive employees or vicarious agents. Essential contractual obligations (cardinal obligations) within the meaning of subsections 3.1 and 3.2 above are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.
- 3.3.** Furthermore, we shall be liable for damages resulting from the negligent or intentional breach of obligations in connection with defects in our work (subsequent performance or ancillary obligations) and
- 3.4.** for damages that fall within the scope of protection of a guarantee (assurance) expressly given by us or a guarantee of quality or durability.
- 4.** In the event of a simple negligent breach of a material contractual obligation, liability shall be limited to the amount of damage typically to be expected and

foreseeable for us at the time of conclusion of the contract, assuming the application of due care.

5. Claims for damages by the customer in the event of a simple negligent breach of a material contractual obligation shall become time-barred one year after the start of the statutory limitation period. This does not apply to damages resulting from injury to life, limb or health.
6. Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, as well as from injury to life, limb or health, remain unaffected by the above provisions and shall exist to the extent permitted by law within the statutory limitation periods.

E. Special conditions for services

§ 1 Scope

The following special terms and conditions for services apply in addition to the general terms and conditions under Section A. for all contracts with the customer for the provision of services.

§ 2 Liability

1. The customer may only claim damages:
 - 1.1. For damages resulting from
 - an intentional or grossly negligent breach of duty on our part or
 - on an intentional or grossly negligent breach of duty by one of our legal representatives, executive employees or vicarious agents, which are not essential contractual obligations (cardinal obligations) and are not primary or secondary obligations in connection with defects in our services.
 - 1.2. For damages resulting from the intentional or negligent breach of essential contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executive employees or vicarious agents.

Essential contractual obligations (cardinal obligations) within the meaning of subsections 1.1 and 1.2 above are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.

2. In the event of a simple negligent breach of an essential contractual obligation (), liability shall be limited to the amount of damage typically to be expected and foreseeable for us at the time of conclusion of the contract, assuming the application of due care.
3. Claims for damages by the customer in the event of a simple negligent breach of an essential contractual obligation shall become time-barred one year after the start of the statutory limitation period. This does not apply to damages resulting from injury to life, limb or health.
4. Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, as well as from injury to life, limb or health, remain unaffected by the above provisions and exist to the extent permitted by law within the statutory limitation periods.