



### Section 1 • Application of the General Terms and Conditions of Sale to Business Transactions within the Meaning of Section 310 of the German Civil Code (BGB )

- (1) The following General Terms and Conditions of Sale (GTC) apply exclusively to corporate business transactions within the meaning of Section 310 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) for any and all legal relationships of ADOS GmbH (ADOS) with companies, legal entities under public law or a special fund under public law (CUSTOMER). Unless stipulated otherwise, the GTC, as amended at the time of the CUSTOMER's purchase order or, at any rate, in the version last notified to the CUSTOMER in text form, also apply as a framework agreement for similar future agreements without ADOS having to again refer to them in each particular case.
- (2) Terms and conditions of the CUSTOMER or of third parties do not apply, even if ADOS does not separately object to their application in particular cases. Even if ADOS refers to a letter containing or referring to terms and conditions of the CUSTOMER or of a third party, this does not constitute acceptance of such terms and conditions.
- (3) Individual agreements made with the CUSTOMER in particular cases (including ancillary agreements, supplements and amendments) take at any rate precedence over these GTC. Subject to evidence to the contrary, a written agreement or our written confirmation will be authoritative for the content of such agreements.
- (4) References to the application of statutory provisions are for purposes of clarification only. Accordingly, the statutory provisions apply even without such clarification, unless they are explicitly modified or expressly excluded in these GTC.

### Section 2 • Quote and Conclusion of the Agreement

- (1) Orders and supply agreements as well as any special representations or warranties must be confirmed by ADOS in writing to be effective. This written form requirement itself may be waived only by written agreement.
- (2) Quotes of ADOS are subject to change and non-binding, unless they are explicitly identified as binding or contain a specific term of acceptance.
- (3) A purchase order for the goods by the CUSTOMER is deemed to be a binding contractual offer. Unless indicated otherwise in the purchase order, ADOS is entitled to accept this contractual offer within 14 (fourteen) days of its receipt. Acceptance may be declared either in writing (e.g., by order confirmation) or by delivery of the goods to the CUSTOMER.
- (4) The legal relationship between ADOS and the CUSTOMER will be governed exclusively by the Agreement made in writing, including the present General Terms and Conditions of Sale. This fully reflects the entire understanding by and between the Contracting Parties regarding the subject-matter of the Agreement. Verbal commitments made by ADOS prior to conclusion of this Agreement are not legally binding. Verbal understandings by and between the Contracting Parties will be replaced by the written Agreement, unless such commitments and understandings explicitly indicate that they continue to be in binding force and effect.
- (5) Supplements or amendments to the agreements made, including the present GTC, must be made in writing to be effective. Transmission by means of telecommunication, in particular by fax or e-mail, is deemed to be sufficient to comply with the written form requirement under these GTC, provided that a copy of the signed declaration is transmitted.

### Section 3 • Prices, Payments, Shortfalls, Samples

- (1) Deliveries and other performances will be made at the prices and conditions of the written order confirmation. The prices stated therein are binding. Additional and special services will be charged separately.
- (2) Prices are quoted in EURO ex head office or warehouse ADOS plus packaging, statutory value-added tax, and customs duty in case of export deliveries, taxes as well as fees and other public charges.
- (3) In the case of a contract of sale involving the carriage of goods (second sentence of Section 4 para. 1), the CUSTOMER bears the transport costs ex warehouse and the costs of transport insurance requested by the CUSTOMER, if any. Unless ADOS invoices the transport costs actually incurred in the particular case, a flat rate transport fee (excluding transport insurance) of 3% of the order value, but at least 103% 10 EUR shall be deemed agreed. Delivery and return delivery will at any rate be made at the CUSTOMER's cost and risk. This also applies if ADOS advances the transport costs or takes care of the transport.
- (4) In the event of processing or delivery of samples or shortfalls, a reasonable flat rate price applies.
- (5) Unless stipulated otherwise, any and all invoice amounts are payable immediately and without any deductions. ADOS is entitled at any time, including within the framework of an ongoing business relationship, to make any delivery in whole or in part only against advance payment. ADOS will declare any such reservation no later than together with the order confirmation. Payments by check are excluded, unless stipulated separately in the particular case. If the CUSTOMER fails to pay when due, the outstanding amounts will bear interest at a rate of 9% p.a., starting from the due date, without prejudice to the right to claim higher interest and further damages in case of default.
- (6) Set-off with counterclaims of the CUSTOMER or retention of payments due to such claims are permitted only if the counterclaims are undisputed or final or if they are based on the same agreement under which the delivery concerned was made.
- (7) If it becomes apparent after conclusion of the Agreement (e.g. by filing a petition to institute insolvency proceedings) that the claim of ADOS to the purchase price is jeopardised by a lack of solvency on the part of the CUSTOMER, ADOS is entitled to refuse performance in accordance with the statutory provisions and - as the case may be, after setting a deadline - to withdraw from the Agreement (Section 321 BGB). In the case of contracts for the manufacture of specific items (custom-made items), ADOS may withdraw with immediate effect; the statutory regulations on the dispensability of setting a deadline remain unaffected.

### Section 4 • Delivery Deadline

- (1) Deadlines and dates for deliveries and other performances announced by ADOS apply in all instances only approximately, unless expressly stated otherwise in the written order confirmation. If shipment has been agreed on, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or to another third party tasked with the transport.
- (2) The period for delivery commences upon dispatch of the order confirmation, but not before the CUSTOMER has furnished the documents, authorizations, approvals to be procured by the CUSTOMER or prior to receipt of any stipulated down payment. If components to be provided by the CUSTOMER are not delivered by the stipulated time or if they are not delivered free of defects, the delivery period will be extended by one month for each incomplete month, plus one additional month.
- (3) The delivery deadline is deemed to have been met if the delivery item has left the works or notification of readiness for dispatch has been issued by the time of expiration of the delivery deadline.
- (4) ADOS will not be liable for any impossibility of delivery or for delivery delays if they have been caused by force majeure or by other events that could not be foreseen at the time of conclusion of the Agreement (e.g. malfunctions of any kind, difficulties in procuring material or energy, transport delays, strikes, lawful lockouts, pandemics, epidemics or diseases resulting in special measures such as quarantine and other containment measures, regulatory orders and warnings, shortages of labour, energy or resources, difficulties in procuring necessary regulatory permits, regulatory measures or if suppliers fail to deliver, or if their delivery is not correct or not on time) which are beyond the control of ADOS. This also applies if such circumstances occur at the suppliers' end. The aforementioned circumstances are deemed to be beyond the control of ADOS, even if they arise during an already existing delay. In important cases, ADOS will notify the CUSTOMER as soon as possible of beginning and end of such impediments. In the event of delays in delivery of less than two months, any compensation for delay is excluded.
- (5) If such events render delivery or performance significantly more difficult or impossible for ADOS and if the impediment is not merely temporary, ADOS may withdraw from the Agreement. In case of temporary impediments, delivery or performance periods will be extended or postponed by the period of the impediment, plus a reasonable start-up period. Where the CUSTOMER cannot reasonably be expected to accept the delivery or performance due to the delay, the CUSTOMER may withdraw from the Agreement by giving written notice to ADOS without undue delay.
- (6) The CUSTOMER has the right of withdrawal once 10 weeks after the agreed delivery time has been exceeded, at the earliest, unless ADOS has notified the CUSTOMER that delivery is no longer possible.
- (7) Notwithstanding its rights due to default on the part of the Customer, ADOS may demand that the Customer extends delivery and performance deadlines or postpones delivery and performance dates by the period of time during which the Customer does not to fulfil its contractual obligations towards ADOS.
- (8) If the CUSTOMER incurs damage due to a delay caused by fault on the part of ADOS, the Customer is entitled to claim compensation for the delay to the exclusion of any other claims. In any case, however, a reminder by the CUSTOMER will be required. If ADOS is in default in delivery, the CUSTOMER may demand liquidated damages to compensate its damage due to default. The lump-sum compensation for damages amounts to 0.5% of the net price (delivery value) for each completed calendar week of the delay, but not exceeding 5% of the delivery value of the goods delivered late in total.
- (9) If ADOS is in default with a delivery or performance or becomes unable to execute a delivery or performance for any reason whatsoever, the liability of ADOS will be limited to compensation for damages in accordance with Section 9 of the present General Terms and Conditions of Sale.
- (10) If dispatch is delayed upon the CUSTOMER's request and if ADOS agrees to such postponement, the additional expenses thus caused, in particular for storage, will be charged to the CUSTOMER at a rate of at least 0.5% of the stipulated payment per week or part thereof from the date of notification of readiness. The CUSTOMER retains the right to demonstrate lower expenses. ADOS retains further claims, in particular rights under Section 293 et seq. (Section 304) BGB, which will be offset against the CUSTOMER's performances. The same applies to its rights under Section 280 et seq. BGB as well as for the claim for performance.
- (11) Compliance with the delivery period is conditional upon the performance of the CUSTOMER's contractual obligations.

### Section 5 • Delivery, Passage of Risks, Acceptance, Default of Acceptance and Partial Performances

- (1) Delivery will be made ex warehouse, which is also the place of performance for the delivery and subsequent performance, if any. Upon the CUSTOMER's request and expense, the goods can be shipped to a different destination (contract of sale involving the carriage of goods). Unless stipulated otherwise, ADOS is entitled to determine the type of shipment (in particular, transport company, shipping route, packaging) itself.
- (2) The risk of accidental loss and accidental deterioration of the delivery parts passes to the CUSTOMER. At the latest, upon handover of the delivery item, (the start of loading at ADOS is decisive) to the forwarder, carrier or other third party designated to carry out the shipment or upon dispatch of the delivery parts, even if partial deliveries are made which are reasonable for the CUSTOMER or ADOS has assumed other performances, e.g. shipping costs or transport and installation. Default of acceptance by the CUSTOMER is deemed to be equivalent to handover or acceptance.
- (3) The shipment will be insured by ADOS against theft, breakage, transport, fire and water damage, or against other insurable risks, only upon the CUSTOMER's explicit request and expense.
- (4) If shipment is delayed due to circumstances under the CUSTOMER's control, the risks will pass to the CUSTOMER from the day of readiness for shipment; however, ADOS is obliged to take out any insurance requested by the CUSTOMER upon the CUSTOMER's request and at CUSTOMER's expense.
- (5) Customer shall accept delivered items even if they have minor defects, without prejudice to the rights under Section 12.



- (6) ADOS may make partial deliveries only if
- the partial delivery can be used by the CUSTOMER within the scope of the contractual intended purpose,
  - the delivery of the remaining goods ordered is ensured, and
  - the CUSTOMER does not incur any significant additional expenses or costs as a result (unless ADOS agrees to pay these costs).

### Section 6 • Acceptance, Refusal of Acceptance / Refusal to Take Delivery

- (1) If the CUSTOMER refuses to accept the contractual object, delivery or performance, ADOS may set a reasonable deadline to accept or take delivery. If the CUSTOMER has not accepted or taken delivery of the contractual object by such deadline, ADOS may withdraw from the Agreement or claim damages due to non-performance. In any case, even without proof of the actual damage incurred and notwithstanding the option of claiming a higher actual damage, ADOS may claim 25% of the stipulated price as liquidated damages. ADOS is free to assert a higher actual damage, and the CUSTOMER is free to demonstrate a lower damage.
- (2) If acceptance has been stipulated or is mandatory, ADOS may in any case request acceptance in the absence of any further substantial defects and if functional and operational capability is guaranteed. Major defects within the meaning of the order confirmation are defects that call the suitability into question or significantly impair it. In such case, ADOS shall propose several possible acceptance dates to the CUSTOMER. The proposal must be received by the CONTRACTOR no later than two weeks prior to the proposed dates. If the CUSTOMER has not accepted either of such proposed acceptance dates no later than two days prior to such date and if the CUSTOMER in turn also does not propose another date within two weeks after receipt of the proposal by ADOS, acceptance will be deemed declared.

### Section 7 • Retention of Title

- (1) Until all current and future claims under the purchase contract and an ongoing business relationship (secured claims) have been paid in full, ADOS retains title to the objects of performance.
- (2) If goods are processed or utilized by the CUSTOMER, such processing shall be done for ADOS, which is thus deemed producer in the sense of Section 950 BGB and acquires the title of the intermediate or final product. In case of processing with other goods not owned by the CUSTOMER, ADOS will acquire the co-ownership of the new object in the ratio of the invoice value of the goods delivered by it relative to the value of the foreign goods at the time of processing. In all other respects, the same applies to the resulting product as to the goods delivered under retention of title. In the event that ADOS does not acquire title in this manner, the CUSTOMER hereby transfers its future ownership or co-ownership of the newly created object to ADOS by way of security.
- (3) Within the scope of the agreement made, the CUSTOMER is entitled revocably at any time to resell delivered goods and to further license them in the ordinary course of business within the context of the collateral purpose. The CUSTOMER hereby assigns to ADOS by way of security any claims against third parties arising from the resale of the goods or the product in their entirety or in the amount of any co-ownership share pursuant to the above paragraph. ADOS accepts such assignment. Said obligations of the CUSTOMER also apply in respect of the assigned claims. The same applies to any other claims replacing of the goods or otherwise accruing with regard to the goods, e.g. insurance claims or claims in tort in case of loss or destruction. The CUSTOMER is revocably authorised and obliged to report the assigned claims at any time. The CUSTOMER remains authorised, in addition to ADOS, to collect the claim. ADOS undertakes not to collect the claim as long as the CUSTOMER is meeting its payment obligations towards ADOS, there if is no deficiency in its ability to pay and unless ADOS asserts the retention of title by exercising a right pursuant to paragraph 5. If this is the case, however, ADOS may demand the CUSTOMER to disclose the assigned claims and their debtors to ADOS, provide all information required for collection, hand over the associated documents and inform the debtors (third parties) of the assignment. In addition, ADOS is in such case entitled to revoke the CUSTOMER's authority to further sell and process the goods that are subject to a retention of title. If the realisable value of the securities exceeds our claims by more than 10%, ADOS will release securities of its own choice upon the CUSTOMER's request.
- (4) Before full payment of the secured claim is made, the CUSTOMER may not pledge the delivery item that is subject to retention of title to any third parties or assign it as security. In case of attachment or confiscation or any other dispositions by third parties, the CUSTOMER shall notify ADOS without undue delay. The same applies if the CUSTOMER has filed a petition to institute insolvency proceedings. Should ADOS incur damage (e.g. because of loss of rights) due to a failure to give such notification of by giving it too late, the CUSTOMER will be liable for compensation.
- (5) If the CUSTOMER is in breach of the Agreement, in particular if it fails to pay the due purchase price, ADOS is entitled to withdraw from the Agreement in accordance with the statutory provisions or/and to demand the return of the goods on the basis of the retention of title. The demand for return does not include the declaration of withdrawal; in fact, ADOS will be entitled to demand the return of the goods only and to reserve the right of withdrawal. If the CUSTOMER fails to pay the due purchase price, ADOS may only assert these rights if ADOS has first without success set a reasonable dead-line for payment by the CUSTOMER or if setting such a deadline may be dispensed with under the statutory provisions.

### Section 8 • Performance and Place of Performance

Unless specified otherwise, place of performance for all obligations arising under the Agreement is the head office of ADOS or - at its option - the place of its ADOS branch office responsible for the delivery/performance. The delivery and performance obligations of ADOS shall be deemed to have been fulfilled upon notification that the goods are ready for dispatch. If ADOS owes installation as well, the place of performance is the place where the installation is to take place.

### Section 9 • Liability

- (1) The liability of ADOS for damages, regardless of the legal basis, in particular due to impossibility, default, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, are limited in accordance with this Section 9, if fault is critical in each case.

- (2) ADOS will not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless a breach of material contractual obligations is involved. Material contractual obligations include the obligation to deliver and install the delivery item in due time, its freedom from defects of title as well as from any defects in quality that impair its functionality or usability to more than just a minor extent, as well as the duty to provide advice and to protect, and the duty to exercise proper care intended to allow for the contractual use of the delivery item by the CUSTOMER or intended to protect life and limb of the CUSTOMER's personnel or to protect the CUSTOMER's property from significant damage.
- (3) If ADOS is liable for damage pursuant to Section 9 para. 2 on the merits, such liability is limited to damage which ADOS foresaw as a possible consequence of a breach of contract when concluding the Agreement or which ADOS should have foreseen by exercising due care. Moreover, indirect and consequential damage resulting from defects in the delivery item may be compensated only if such damage usually can be expected when the delivery item is used for its intended purpose.
- (4) In the event of liability for simple negligence, the liability of ADOS to pay compensation for property damage and further financial losses resulting from it is limited to 50% of the total order value per claim, even if a breach of material contractual obligations is involved.
- (5) The above exclusions and limitations of liability apply to the same extent in favour of ADOS' executive bodies, legal representatives, employees and other vicarious agents.
- (6) If ADOS furnishes technical information or advice capacity and is such information or advice is not part of the contractually stipulated scope of services owed by it, this will be done free of charge and to the exclusion of any liability.
- (7) The restrictions under this Section 9 does not apply to the liability of ADOS for intentional conduct, for guaranteed essential quality, for injury to life, limb or health or under the German Product Liability Act (Produkthaftungsgesetz).

### Section 10 • Property Rights/ Copyrights/ Secrecy.

- (1) Any and all rights to patents, utility models, designs, trademarks, equipment and any other property rights as well as copyrights for the contractual object and services remain with the holders of such rights. This includes but is not limited to product designations, software as well as rights to names.
- (2) Contractual partners undertake to treat as business secrets all commercial and technical details which are not in the public domain and of which they become aware through the business relationship.
- (3) Drawings, tools, software, moulds, devices, models, templates, samples and similar items supplied, used or made available by or for ADOS are and remain the property of ADOS. They may not be provided for use by, or otherwise made accessible to, unauthorised third parties. If the aforementioned items are created for ADOS, they become the property of ADOS already upon production or manufacture. The reproduction of such items is permitted only within the framework of operational requirements and the provisions of patent, trademark, copyright and competition law.
- (4) Upon request of ADOS, the CUSTOMER shall return such items in full to ADOS and destroy any copies made if they are no longer required by it in the ordinary course of business or if negotiations do not lead to the conclusion of an agreement. Upon the request of ADOS, the CUSTOMER shall make a binding declaration that all items have been returned in full to ADOS or destroyed in accordance with this clause.
- (5) The CUSTOMER shall oblige its contractual partners to observe the same level of secrecy.
- (6) The CUSTOMER may refer to the business relationship with ADOS in advertising only with the prior written consent [of ADOS].

### Section 11 • Collision with Third-Party Rights

- (1) Should the CUSTOMER be held liable by any third party due to direct infringements of property rights, including copyrights due to deliveries and/or performances by ADOS, ADOS will indemnify the CUSTOMER for any claims for compensation for damages awarded against it or determined by way of settlement and also for the court and attorney's fees; however, such indemnification is subject to the following conditions:
- The CUSTOMER shall notify ADOS without undue delay of the claim or warning by third parties, without first taking any steps for defence and/or retaining a lawyer. This does not include any emergency measures that must be initiated before ADOS can be informed.
  - Only ADOS is authorised to initiate defence measures and to retain attorneys to implement such defence measures and/or to issue statements and/or to conduct any other negotiations. Upon the request of ADOS, the CUSTOMER shall retain a lawyer at the expense of ADOS.
  - The CUSTOMER shall notify ADOS without undue delay and ongoingly about the matter and, in particular, furnish the required information and documents without undue delay.
- (2) ADOS cannot be held liable if the infringement of the third-party right was caused by modification of the contractual object or parts thereof, if the contractual object as such does not give rise to an infringement. Moreover, ADOS cannot be held liable in the event that following a warning by a third party or conscious of a possible infringement of third-party rights, the CUSTOMER has continued its acts to use, unless ADOS has agreed in writing to further acts of use.

- (3) If it has been finally determined that any further use of the contractual object infringes third-party property rights, including copyrights, or if, in the CUSTOMER's opinion, there is a risk of property right or copyright action, ADOS may, at its own expense and choice, either procure the right for the CUSTOMER to continue using the contractual object, or replace the contractual object or alter it in such a way that the infringement ceases to exist or is at least less probable. Such measures do not entitle the CUSTOMER under any circumstances to assert claims - of any kind whatsoever - against ADOS.



## Section 12 • Defects, Warranties

Notwithstanding Section 9, and to the exclusion of further claims, ADOS will be liable for defects in deliveries and other performances as follows:

- (1) The delivered items correspond to the state of the art for the intended purpose.
- (2) The delivered items shall be inspected carefully without undue delay following delivery to the CUSTOMER or to a third party designated by the CUSTOMER. They will be deemed approved by the CUSTOMER with regard to obvious defects or other defects which would have been recognisable if careful examination had been carried out without undue delay, unless ADOS receives a written notice of defects within seven working days of delivery. With regard to other defects, the delivery items will be deemed approved by the CUSTOMER unless the notice of defect has been received by ADOS within seven working days after the point in time when the defect became apparent; however, if the defect was already apparent to the CUSTOMER at an earlier time during normal use, such earlier point in time will be decisive for the commencement of the period for giving notice of defect.

If a maintenance contract has been concluded, the devices will be inspected pursuant to the agreed maintenance work. The scope of the all-inclusive maintenance rate does not cover any replaced measuring cells, but the replacement service. If replacement is commissioned separately, the work, including travel expenses, will be charged separately.

- (3) As a matter of principle, the warranty period for any and all deliveries and other performances is one year, beginning with the passage of risks in the case of pure material deliveries and with the acceptance of the work in the case of deliveries with installation services. According to the state of the art, some measuring probes (detectors) and illuminants have a considerably shorter service life and their functionality and safety are seriously at risk if they are misused or strained improperly. In the case of chemical measuring cells for CO, NO<sub>2</sub>, H<sub>2</sub>S, SO<sub>2</sub> HCL, Cl, O<sub>3</sub>, in particular, ADOS is liable under a warranty obligation only if the measuring cells have not been exposed to any incident with a gas concentration outside the measuring range or outside other specifications. At any rate, as regards the expected service life, the corresponding data sheet of the measuring cell applies. The warranty period for photoionisation sensors, accumulators, pH combined electrodes and rotating parts, such as pumps and heated gas suction units, is 6 months.
- (4) The CUSTOMER has the option to obtain a longer warranty period for the function by concluding a maintenance agreement. Details follow from the maintenance agreement to be concluded separately.
- (5) ADOS will bear the costs of subsequent performance pursuant to Section 439 para. 2 BGB. Costs resulting from the fact that the contractual object was taken to a place other than the place of performance will not be borne by ADOS.
- (6) Parts with material defects caused by circumstances which occurred prior to the passage of risks / prior to acceptance will be repaired or redelivered at the discretion of ADOS.
- (7) ADOS is entitled to make the owed subsequent performance contingent upon payment of the due purchase price by the CUSTOMER. However, the CUSTOMER is entitled to withhold a reasonable portion of the purchase price in relation to the defect.
- (8) To the extent required, the CUSTOMER shall grant ADOS access to its business operations and furnish ADOS with the information required with regard to the warranty.
- (9) No warranty is assumed for any damage caused by the following reasons: unsuitable or improper use or use contrary to specifications, faulty assembly or commissioning by the CUSTOMER or by third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, replacement materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences, unless they are caused by fault on the part of ADOS. Moreover, no warranty is assumed for consumables and damage to parts caused by wear which are or are regarded as wearing parts in the product documents or according to the state of the art.
- (10) In general, only the manufacturer's specific product description underlying the Agreement is deemed stipulated as quality of the goods. Apart from that, public statements, promotion or advertising of the manufacturer or of third parties do not constitute a contractual description of the quality of the goods.
- (11) Upon consultation with ADOS, the CUSTOMER shall give ADOS the time and opportunity required to carry out all rectifications and replacement deliveries deemed necessary at its reasonable discretion; otherwise ADOS will be released from its liability for defects. Only in urgent cases where the operational safety is at risk and in order to ward off disproportionately large damage, in which case ADOS must be notified immediately, or if ADOS is in default with the removal of the defect, does the CUSTOMER have the right to remove the defect itself or to procure removal by third parties and to demand reimbursement of the necessary costs from ADOS. ADOS shall be notified of such self-performance without undue delay, if possible, in advance. The CUSTOMER must observe the principles of proportionality of means even in such case and is obliged to keep the costs to a minimum. The right to self-performance does not apply if ADOS were entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
- (12) ADOS shall bear the expenses required for the purpose of inspection and subsequent performance, in particular, transport, travel, labour and material costs, if a defect for which the CUSTOMER is not responsible does in fact exist. Otherwise, ADOS may demand reimbursement by the CUSTOMER of the costs incurred as a result of an unjustified request to remove a defect (in particular inspection and transport costs), unless it was not possible for the CUSTOMER to recognise the lack of defectiveness.
- (13) The warranty period for the replacement part and the rectification is six months, but runs at least until the expiry of the original warranty period for the delivery item. The period of liability for defects in the delivery item will be extended by the duration of the interruption of operations caused by the subsequent improvement works.
- (14) Any incorrect modifications or repair work performed by the CUSTOMER or by a third party without the prior approval of ADOS nullifies the liability for any resulting consequences. In such cases, the warranty obligation for ADOS expires, unless the CUSTOMER demonstrates that the modifications or repair work cannot have been the cause of the damage.
- (15) Further claims of the CUSTOMER, in particular claims for compensation for damage other than the delivery item as such, are excluded. This exclusion of liability does not apply in the event of injury to life, limb or health or in the event of intent or gross negligence on the part of the owner or of officers, in the event of breach of material contractual obligations and in cases of liability under the (German) Product Liability Act for personal injury or property damage to privately used items due to defects to the delivery item.

(16) If the CUSTOMER is provided with faulty assembly instructions, ADOS is only obliged to deliver assembly instructions that are free of defects and even that only if the defect in the assembly instructions prevents proper assembly. In case of assembly problems caused by inadequate assembly instructions, the CUSTOMER shall contact ADOS by phone.

(17) As a matter of principle, the CUSTOMER will not be given any guarantees by ADOS. Any third-party guarantees are not affected by this.

## Section 13 • Limitation

- (1) The limitation periods under sales law as specified in Section 12 also applies to contractual and non-contractual claims for damages on the part of the CUSTOMER based on a defect of the goods, unless the application of the regular statutory limitation period (Section 195, 199 BGB) would lead to a shorter limitation period in the particular case.
- (2) However, claims for damages by the CUSTOMER pursuant to Section 9 as well as under the (German) Product Liability Act lapse exclusively in accordance with the statutory limitation periods.

## Section 14 • Final Provisions

- (1) Place of jurisdiction for all liabilities and disputes arising under the contractual relationship is the head office of ADOS or - at the option of ADOS - the place of the branch office of ADOS responsible for the delivery/other performance. ADOS is also entitled to bring an action at the CUSTOMER's head office.
- (2) The laws of the Federal Republic of Germany apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The language of the Agreement is German.
- (3) Ancillary agreements are effective only if made in writing. Amendments and/or supplements must be made in writing. This also applies to a waiver of the written form requirement as such.
- (4) In order to close any unintentional gaps or omissions in the Agreement or in these GTC, those legally effective provisions will be deemed stipulated as the Contracting Parties would have stipulated in accordance with the commercial objectives of the Agreement and the purpose of these GTC if they had been aware of such gaps or omissions.