

**Special agreement in relation to the supply contract**

Supplementary to the supply contract, it is hereby agreed that, for a period of 4 years following the expiry of the statutory warranty period, or the warranty period governed under number VIII (1) of the General Terms and Conditions, the seller will, at its choice, either supply the Buyer free of charge with replacement parts, or will remedy the fault. If it chooses to remedy the fault free of charge, only the travelling expenses - including but not limited to hotel, transport (equipment and staff) - and the travelling time of the service technicians will be invoiced at the applicable servicing rates, which we will be pleased to provide to you upon request.

Deliveries that are attributable to force majeure, intentional damage, improper operation (in particular violation of the technical stipulations and specifications of the Seller with regard to installation and operation of the device) or repairs and service by the Buyer or third parties or violation of the Buyer's obligations to cooperate shall be excluded from the above regulation of paragraph 1). This provision shall apply in particular in the event that the ambient conditions are not complied with as specified in the technical documentation for the devices. Deliveries attributable to improper or neglected maintenance of the devices by the Buyer or a third party commissioned by the Buyer shall likewise be excluded.

If the Seller is not commissioned with maintenance of the devices, then the Buyer shall be responsible for maintenance of the devices. The Buyer shall be obliged to document to an appropriate extent in accordance with the Seller's respective stipulations that the Buyer has fulfilled the Buyer's obligation to provide regular maintenance and care of the devices.

With regard to the settlement of this special service according to paragraph 1 any Seller's warranty by the Seller for this special service is excluded.

In the event of negligent infringement of contractual obligations of which fulfilment is essential to performance of the contract and in which fulfilment a Buyer routinely trusts and may be expected to trust (cardinal obligations, essential contractual obligations), the liability of the Seller shall be limited to the loss foreseeable and typically occurring in keeping with the nature of the supply or service rendered. In such a case, claims for compensation in respect of consequential loss, such as loss of profit, shall be excluded. The same applies in the event of grossly negligent infringement of minor contractual obligations perpetrated by the Seller's agents in performance.

These limitations and exclusions of liability also apply to claims in respect of fault on signing of the contract, other infringements of obligations and inadmissible actions. They do not apply in the case of injury to life, limb or health for which the Seller is deemed responsible, or to claims pursuant to product liability law.

Furthermore, the liability of the Seller shall in any case – except in case of intent, in case of gross negligence of executive bodies or senior management staff, in case of injury to life, limb or health, in case of claims pursuant to product liability law or in case of intentional or grossly negligent infringement of cardinal obligations/essential contractual obligations – be limited to a maximum amount of EUR 10,000 per case and a maximum of EUR 20,000 per calendar year. Any higher maximum liability amount must be explicitly agreed in writing. At the express written wish of the Buyer, the Seller shall, at client's expense, take out corresponding liability insurance providing cover above and beyond the said maximum liability amount, up to an amount to be agreed in the specific case. This limitation of liability shall not apply in the case of injury to life, limb or health for which the Seller is deemed responsible. This limitation of liability shall not apply in the case of injury to life, limb or health for which the Seller is deemed responsible.

The aforementioned limitations of liability shall also apply in respect of claims against officers, employees, contract workers, representatives and agents in performance of the Seller.

Should a provision become fully or partially ineffective, the Seller's General Terms and Conditions of Business shall apply.