

Changes and additions to the product range may lead to changes in the installation instructions. Please check your documents every quarter to see if they are up to date or allow our staff to inform you.

#### DELIVERY AND CONTRACT CONDITIONS

Delivery: The shipping company will deliver to the kerbside. The customer must take care of unloading. Prerequisite is an entry access for a lorry with a trailer. Please inform us if this is not available! Delivery is from the warehouse 36043 Fulda. Collection: In the event of collection from the warehouse, the collecting party is responsible for securing and transporting the cargo. Our General Terms and Conditions apply exclusively [Tax Office Bad Homburg v.d.H. / Tax number 003 232 01192]. In accordance with § 14 of the Value Added Tax Act, the invoice document must be retained for at least 2 years [private person] or 10 years [companies]. The retention period begins at the end of the calendar year in which the invoice has been issued. We expressly point out that scratches on the bottom do not constitute a defect! The substructure is partly made of recycled floorboards, which often makes the mixes a little different. This recycling process is part of ISO 14001 standard fulfilment. Since the substructure is not visible on a terrace, these colour deviations are not a defect!

#### INFORMATIONS ON INSTALLATION

Information regarding the installation instructions  
MYDECK assumes no liability or guarantee for damage caused by non-compliance with the installation instructions.

For most workman, the process of installing the design floorboards is similar to installing a deck made of wood. In certain aspects, it may require them to change their usual practises. The installation methods described by MYDECK are recommended, but they can not cover every imaginable situation. As each installation is unique, the trade person is ultimately responsible for the used installation method. We recommend having all construction designs reviewed by an architect, engineer or local building inspector before you begin installation. Before starting the installation, make sure that your plans conform to local building codes. Mention of trade names of other companies does not constitute a recommendation, and does not exclude the use of other similar products. We reserve the right to make changes in the context of the technical progress or further developments.

#### CARE INSTRUCTIONS

MYDECK assumes no liability or guarantee for damage caused by non-compliance with the installation instructions.

In order to keep the floor clean, we recommend a regular cleaning with a water hose and a scrubber [please brush in the direction of the grain]. Please do not use a high-pressure cleaner.

Roof Overhangs: On edges and roof overhangs, where the water dries off more slowly, it can cause dirt / water spots [this effect is favoured by a lack of slope]. A slope of 1-2% in the longitudinal direction of the substructure is mandatory for a non-conductive floor.

Please note our installation and care instructions on our website [www.MYDECK.de/downloads](http://www.MYDECK.de/downloads).

#### NOTES ON INSTALLATION

Please note our product information for the installation clips. Compliance with the prescribed spacing is strictly necessary to ensure full ventilation and expansion. When choosing the distances, please always observe the installation temperature [recommended distances at 1°C - 23°C]

#### SUBSTRUCTURE SPACING

- > Minimum ventilation underneath: 5 cm
- > Centre spacing between substructure planks: 40 cm
- > Joint spacing between substructure planks: 10 mm

#### FLOORBOARD SPACING

- > Distance to rising components: 15 mm
- > Spacing between floorboards lengthwise: min. 5 mm
- > Shock distance: 8 mm

Please do not connect head butting over 4 m with each other! For head butting we recommend a doubling of the substructure. The installation top side is always the lighter, matte and brushed surface!

When using MYDECK Construct, we recommend pre-drilling the substructure with a 2mm drill bit. Pre-drilling is absolutely necessary for a substructure made of hardwood.

#### NOTES ON COLOUR

The use of natural products can lead to slight differences in brushing and colour nuances between the individual batches due to production. In larger construction projects, we recommend mixing the different packages with each other when installing the floorboards in order to obtain a varied and balanced version of the same colour. The innovative colour technology ensures slightly iridescent shades, which provide a natural looking effect. The colour Macao is also characterised by a slightly mottled colour texture, providing a high-quality and natural appearance. The colour texture can be more or less evident, depending on the sample piece or floorboard. The colors included in the design planks are UV-resistant. Since exterior floorboards are made of a natural material with a high proportion of wood, the colour of the floorboards will still develop due to the UV radiation. The strongest colour deviation occurs during the adjustment period. Weathering predominantly occurs in the first year after installation. The wood content consists mainly of spruce and Douglas fir. The natural yellowish content of these woods first increases and then decreases during this setting process, which ultimately produces the desired coloured hue. The colour variation is especially seen in the cooler shade of 'Boston'. The 'Boston' shade assumes a beautiful grey stone. Due to the light colours, the initial colour development up to the desired permanent colour is more visible on the 'COLOURS grand palma' than on our other collections.

As wood fibres differ slightly across the seasons, the natural variance in the raw material can lead to slightly different flow behaviour in production thereby causing minor lateral stripes on the surface. These do not affect the long-lasting properties of the board. In the course of the adjustment process, they usually adapt to the rest of the surface and blend beautifully into the lively, slightly changing design of the boards.

GENERAL TERMS AND CONDITIONS OF MYDECK GMBH APPLICATION

1. For our deliveries and services towards companies within the meaning of § 14 BGB (hereinafter referred to as „customer / customers“), these General Terms and Conditions apply exclusively; conflicting or differing from our general terms and conditions or purchasing conditions of the customer, we recognise only insofar as we have expressly agreed to them in writing. They also have no effect if we have not contradicted them in individual cases. 2. These terms and conditions do NOT apply to consumers in the sense of § 13 BGB. For consumers, we expressly provide other terms and conditions.

I. GENERAL PROVISIONS / SCOPE

(1) Our General Terms and Conditions apply exclusively. We do not recognise conditions, which contradict or deviate from our general terms and conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions shall apply even if we unconditionally carry out the delivery and / or service to the customer, knowing that the terms and conditions of the customer conflict with or deviate from our terms and conditions.

All agreements between us and the purchaser relating to the implementation of this contract have to be in the written form. 3. If conditions deviating from these terms and conditions are agreed for an order, these terms and conditions are subordinate and agreed as a supplement.

Our business terms are valid for all future business transactions with the purchaser.

II. OFFERS AND CONCLUSIONS

1. Our offers are always non-binding. The services provided by us for the preparation of an offer may be charged to the purchaser, insofar as this is agreed in individual cases.
2. Conclusion of contracts and other agreements, especially if they are made orally, by telephone, electronically in text form (email, etc.), become binding only upon our written confirmation.
3. The information in brochures, catalogues, advertisements, price lists or the information in the documents, which are part of the offer are not binding, unless they are expressly declared as binding in the order confirmation. This applies in particular to illustrations, dimensions, descriptions and packaging units. We reserve the right to make changes.
4. We reserve all proprietary rights and copyrights to cost estimates, drawings, illustrations, drafts, calculations and other documents. Such documents may not be used, duplicated or made available to third parties without our prior written consent by the customer. If you can not conclude a contract, you must return them to us immediately.
5. For delivery of parts we reserve the right to a quantity tolerance of./. 10%.

III. DELIVERY / DEFAULT

1. The delivery time is always agreed as approximate, unless a fixed date has been agreed. Deadlines for deliveries and services begin with the conclusion of the contract.
2. The observance of deadlines for deliveries and services requires timely receipt of all documents to be supplied by the purchaser, necessary permits and approvals, plans of binding information of the purchaser according to the „questionnaire on the condition of the construction site and other requirements“, compliance with the terms of payment, in particular a prepayment due in advance and other obligations by the purchaser. If these preconditions are not met in a timely manner, our time limits shall be reasonably extended except where the delay is attributable to ourselves.
3. The delivery period is extended - even within a delay in delivery - appropriately in case of unforeseen obstacles, which we could not avert despite the reasonable care in the circumstances of the case - regardless of whether occurred in our factory or at our subcontractors - e.g. painful function, regulatory intervention, energy supply difficulties, delays in

the delivery of essential raw materials, work and processing material. The same applies in the case of strike and lockout or force majeure, e.g. mobilisation, war, riots. We will inform the purchaser about such obstacles immediately.

4. The delivery deadline is met if the goods have left the factory / warehouse by the end of the delivery period or if the goods are ready for shipment in the event of shipping. In the case of early delivery, this is not the original agreed date.

5. Proper and timely self-delivery is reserved, provided that we have concluded a congruent hedging transaction

6. In the case of later amendments to the contract, which may affect the delivery period, the delivery period shall be extended appropriately, unless special arrangements have been made for this.

7. If we fall into arrears, the purchaser can claim - if he claims damage - for each completed week of default of 0.5%, but a maximum of 5% of the price for the part of Demand for supplies and services, which could not be used in a suitable manner because of the delay.

8. Both claims for damages of the purchaser due to delay of the delivery or service as well as claims for damages in excess of the limits mentioned in clause 7 are excluded in all cases of delayed delivery, even after expiry of a delivery time set by us. This does not apply if liability is mandatory in cases of intent, gross negligence or loss of life, bodily injury or damage to the health. The purchaser may withdraw from the contract within the scope of the statutory provisions, insofar as the delays in delivery are our responsibility. The above provisions do not imply a change in the purchaser's burden of proof.

At our request, the purchaser is obliged to declare within a reasonable period of time, whether he wishes to withdraw from the contract due to delay in delivery or insists on the delivery to be carried out.

6. If the shipping or the delivery of the goods is delayed upon the purchaser's request by more than one month after the notification of readiness for shipping, the purchaser may be charged the defect fee for each commenced month, but no more than a total of 5%. The parties to the contract are free to provide proof of a higher or lower storage costs.

11. If, in the event of a partial delay in delivery or partial delivery or service for which we are responsible, the purchaser has no legitimate interest in fulfilling the other part of the contract, clause 8 shall apply mutatis mutandis with respect to the entire contract.

IV. PRICE AND PAYMENT TERMS

1. Deliveries and services for which fixed prices are not expressly agreed, shall be charged at the list prices valid on the day of delivery or execution. The calculation is made in EURO.
2. The prices are net prices ex works or warehouse plus applicable statutory sales tax and do not include packaging, freight, postage, customs duties, taxes, insurance costs and other costs, associated with the fulfillment of regulatory requirements. The purchaser must return the packaging to the place of destination of the delivery to us if we have requested the purchaser before or on the occasion of the delivery.
3. If the supplier has to provide for the installation or assembly and nothing else has been agreed upon, the customer will have to pay for all relevant incidental expenses like travel expenses, costs for the transport of the tools and of the personal luggage as well as field allowances in addition to the consideration agreed upon.
4. If there is a material change in the price factors of wages, raw material and tooling costs or other operational factors (e.g. taxes, etc.), the prices increase to compensate for the price and cost increases as specified shall apply. In any case, each party to the contract can demand the re-pricing of the price by negotiation. 5. If we provide larger quantities of raw and auxiliary materials at the request of the purchaser, then we can demand immediate payment. Also, according to the extent of the services provided, corresponding

partial payments may be required. 6. In the case of foreign transactions and pricing in a foreign currency, all changes to the agreed foreign currency or the exchange rate of the Euro occurring after conclusion of the contract (the date of the order confirmation) will affect the purchaser.

7. Payments are free to us by Paying Agent or, if agreed, in cash and, as far as the conditions for cash discount pursuant to Section IV apply.

8. not available without any deduction. In the case of cashless payments from abroad, the contracting parties themselves bear the expenses resulting from the liquidation of their respective bank. Representatives are not entitled to accept payments, in particular cash payments, unless a written authorisation is submitted in this regard.

8. Since we manufacture goods order-related, for reasons of our claim assurance, unless otherwise agreed in writing, the total invoice amount in the form of advance payment must be paid net, namely 50% on order confirmation and the remaining balance at the latest on notification of readiness for shipment. If the remaining balance is paid within 8 days, a 2% discount on the total invoice amount will be granted, unless other trade receivables are payable at the time the cash discount is granted. For the cash discount calculation, the final invoice amount without VAT is decisive. The customer may demand payment of advance payment from us, in the position of a bank guarantee in the appropriate amount against reimbursement of the resulting costs.

9. Bills of exchange shall only be accepted on account of performance without guarantee for protests and only by agreement and on the condition that they are discounted. Discount charges will be calculated from the due date of the amount invoiced.

10. In the event of default of payment by the purchaser, we have the following rights:

a) After unsuccessful expiry of a reasonable deadline set for the purchaser, we are entitled to rescind and to take back our goods delivered under retention of title (Section VII.). The legal provisions on the dispensability of a deadline remain unaffected. The purchaser is bound to the publishing. b) We can also demand or reject collateral from the purchaser and make outstanding payments for immediate due date. We can also demand, that the goods delivered by us to be stored separately with the purchaser and to be identified as our property. c) We can also demand default interest from the purchaser in the statutory amount. d) We can also demand the replacement of further damage caused by delay. The customer has the right to prove a lower damage amounts caused by delay. The statutory rights to compensation for damages caused by default remain unaffected.

11. If changes occur in the ownership or in the company form or other changes that may affect the economic conditions, the purchaser is obliged to notify us immediately. Upon the occurrence of such changes we may, if this puts the implementation of the contract at risk, demand for the further execution of the order either the provision of collateral for all claims under this contract or immediate payment thereof. Until the payment or the provision of the securities, we may, as our choice, refuse further performance of the contract, rescind the contract and claim damages instead of performance.

12. We take back delivered, but not faulty items (parts) only with our explicit consent. For this we can make a corresponding deduction of the amount to be reimbursed for administrative costs incurred. Furthermore, we reserve the right to deduct any defects incurred by transport, etc. The return of these items (parts) must be done ex works - including packaging.

#### V. PLACE OF FULFILLMENT / RISK OF PASS / SHIPMENT / FREIGHT

1. Place of fulfilment is Frankfurt a.M./Fulda.  
2. If the goods are picked up by the purchaser, the risk of accidental loss and accidental deterioration of the goods to the purchaser is independent of the notification of readiness for dispatch, otherwise with their delivery to our shipping agent, but at the latest with leaving the factory or warehouse

whether the shipment is made from the place of performance and who bears the freight charges. 5.2 If the goods are ready for dispatch and shipment or acceptance is delayed for reasons for which we are not responsible, then the risk is transferred to the purchaser on receipt of our communication that the goods are ready for shipment.

3. At the request of the purchaser, the shipment of goods by us against theft, breakage, transport, fire and water damage as well as other insurable risks are insured at his expense. The purchaser has to pay the fees for railway-owned containers and pallets. If the purchaser has not given us any instructions for shipping, this is done at our discretion without guarantee for the cheapest shipping. 4. Partial deliveries are permitted. For partial deliveries, Section V. 2. and V. 3. apply accordingly.

5. In the case of contracts involving partial deliveries and ongoing deliveries, call-offs and variety classifications relating to the partial quantities must be submitted in writing. If the contract quantity is exceeded by the individual orders of the purchaser, we are entitled to the delivery of the surplus, after examination of our delivery possibility. We can calculate the surplus at the prices valid at the time of delivery.

6. Material procured by the purchaser must be sent to us. We do not assume any responsibility for the correctness of the quantity and quality of this material. For larger quantities, the costs incurred by the takeover as well as the storage charges are to be reimbursed. In the case of the provision of Rohund supplies by the purchaser, the packaging material and the waste remain the property of the purchaser. This also has the disposal or disposal of these materials or waste to procure and cover costs, as far as we require. Insofar as the purchaser does not expressly claim upon delivery that he asserts his ownership of these packaging materials or wastes, we are entitled to proceed with these items at our discretion. This does not affect the obligations of the purchaser with regard to removal and disposal. If the raw materials and auxiliary materials, samples, originals or other objects introduced to us are to be insured against theft, fire, water or other hazards, the purchaser must arrange this himself. The same applies if finished goods paid for by the purchaser are stored on his behalf.

#### VI. INSTALLATION / ASSEMBLY

Unless otherwise agreed in writing, the following provisions apply to the installation and assembly: 1. The purchaser has to arrange in time, and pay for, the following:

(a) all construction and other off-site ancillary and ancillary work, including specialised and ancillary personnel, building materials and tools; (b) commodities and materials required for installation and assembly, such as scaffolding, lifting equipment and other equipment;  
c) electricity and water at the site of use, including connections, heating and lighting,  
d) suitable dry and lockable rooms of sufficient size, adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the erection personnel, including sanitary facilities as are appropriate in the specific circumstances; furthermore, the Purchaser shall take all measures it would take for the protection of its own possessions, to protect the possessions of the Supplier and of the erection personnel at the site,  
e) Protective clothing and protective gear, which the special circumstances of the assembly site make necessary.

2. Before the laying and assembly work begins, the purchaser must provide us with the necessary and appropriate information about the position of concealed electricity lines, gas and water pipes or similar equipment as well as the required static information without being asked.

3. Before commencement of laying and assembly, the equipment and objects required for commencement of work must be at the installation and assembly point and all preparatory work must have progressed to such an extent that laying and installation commences as agreed and can be carried out without interruption. Installation and assembly area must be accessible and

cleared.

4. If the installation and assembly are delayed due to circumstances for which we are not responsible, the purchaser shall bear the costs of waiting time and the additionally required travel on our part as well as of the installation and assembly personnel to an appropriate extent. The provisions in Section IV. 3 remain unaffected.

5. The purchaser has to certify us weekly about the duration of the working time of the laying and assembly personnel as well as to inform us immediately about the completion of the installation and assembly.

6. If we demand the completion of the delivery after completion, the purchaser shall, unless otherwise agreed in writing, undertake the acceptance of the delivery within two weeks. Acceptance also counts as having occurred if the delivery - if applicable, after the completion of an agreed test phase - has been put into use. The acceptance is also deemed to have taken place, when the delivery has been put into use.

#### VII. RETENTION OF TITLE

1. The subjects of deliveries (reserved goods) remain our property until full payment of all claims arising from the business relationship between us and the purchaser. This also applies if payments on specifically designated claims are made. Allowing customers to maintain an open account does not affect the retention of ownership by the company. The payment is only the complete unconditional fulfillment of our claims.

2. The purchaser is entitled to resell the reserved goods in the normal course of business, as long as he is not in default; however, he is not permitted to pledge or assign by way of security or other dispositions the affecting the retention of title. The purchaser shall be obliged to secure our rights as a conditional seller, when reselling conditional goods on credit, for example by passing on the reservation of title. Existing, imminent or completed impairments of our rights, in particular blanket assignments, seizures, etc. must be reported to us by the purchaser in writing, without delay. In the case of seizure, he must at the same time send us a copy of the seizure record, the documents required for the intervention and an affidavit, stating that our retention of title exists for the seized object.

3. The Purchaser hereby assigns to us all claims in the amount of the final invoice amount (including VAT), which accrue to him from the resale against his customers or third parties, irrespective of whether the purchased goods were resold without or after processing. The purchaser is authorised to receive these amounts on our behalf. This is without prejudice to our right to collect such receivables ourselves. However, we engage not to collect the receivable as long as the purchaser complies with his payment obligation from the proceeds received, is not in arrears with payment and no application for opening of insolvency proceedings has been made or a cease of payments exists. If this is the case, we can demand that the purchaser shall inform us about the assigned receivables and their debtors, provide all information necessary for collection, hand over the relevant documents, and inform the debtors (third parties) about the assignment. We hereby accept the assignment.

4. Any processing or processing of the reserved goods shall be undertaken by the purchaser for us, without any obligations arising for us. In the case of processing, combining, blending or mixing the goods subject to retention of title with other goods not belonging to us, we shall be entitled to co-ownership of the new object in the proportion of the invoice value of the reserved goods to the other processed goods at the time of processing, combining, mixing or blending. If the purchaser acquires sole ownership of the new item, the parties to the contract agree that the customer grants us co-ownership of the new item in proportion to the invoice value of the processed or combined, mixed or blended reserved goods and stores them free of charge for us. The resulting co-ownership shares are considered as reserved goods according to these conditions.

5. If the retained goods are resold together with other goods, regardless of whether or not they have been processed, combined, mixed, or mingled, the advance transfer agreed above

shall apply, but only to the level of the invoice value of the retained goods, which are resold together with the other goods.

6. We undertake to release the securities to which we are entitled in accordance with the above provisions at our discretion upon request of the purchaser, insofar as their value exceeds the claim to be secured by 20% or more.

7. In the event of breaches of the obligation of the customer, Section IV applies. 10.

a) accordingly. We are then entitled to the right, without prior setting of deadline or resignation, to enter the premises of the purchaser and to take possession of the reserved goods themselves. We may use these reserved goods, without prejudice to the payment and other obligations of the purchaser, by private sale or auction. After deduction of the expenses, the purchaser will be credited with any liquidation proceeds on his liability, a surplus value will be paid to him.

#### VIII. ACCEPTANCE OF DELIVERIES

The purchaser must not deny acceptance of the shipments due to insignificant defects.

#### IX. DEFECTS

For material defects, we are liable as follows: 1. All those items (parts) of our deliveries or services shall be repaired, re-delivered or re-delivered at our discretion free of charge, which have a material defect within the limitation period, provided that the cause was already present at the time of the transfer of risk.

2. Any claims resulting from material defects will be statute-barred within a period of 24 months. This does not apply, if applies §438 para. 1 No. 2 BGB (building structures and components for structures), § 479 para. 1 BGB (right of recourse) and § 634 a para. 1 No. 2 BGB (construction defects) prescribes longer periods, as well as in cases of loss of life, bodily injury or damage to the health, in a deliberate or grossly negligent breach of duty by us and fraudulent concealment of a defect. The legal provisions regarding the commencement, suspension and recommencement of limitation periods remain unaffected.

3. The purchaser is obliged to immediately carry out a quality inspection or defect inspection and completeness check on the items delivered or processed by us. He is further obliged to notify us in writing against material defects. The material defect must be made immediately. In the case of recognisable defects at the latest within 2 weeks after receipt of the objects or upon acceptance of the services, in the event that the installation of the objects is to take place within this period, at the latest 3 days before installation of the objects.

4. In the case of notice of defects, payments can be withheld by the purchaser to an extent, which is in due proportion to the defects of quality observed. The purchaser may only withhold payments, if there can be no doubt that the notice of defects given is justified. If the notice of defect was wrongly made, we are entitled to demand compensation for expenses incurred by the purchaser. The purchaser can not offset against counter claims, unless these counter claims are recognised by us or legally established.

5. First of all, we have the opportunity to provide supplementary performance within a reasonable period of time.

6. If the supplementary performance fails, the purchaser may - without prejudice to any claims for damages according to Section XI. - withdraw from the contract or reduce the remuneration.

7. Claims for defects do not exist

a) if there is only insignificant deviation from the agreed quality. (This applies in particular to deviations from the available samples, e.g. sample surfaces or delivered or processed objects among themselves as well as such deviations, which are due to the material used or

b) if a defect has been caused in the material provided by the purchaser or c) if as a result of the work changes in shape,

surface texture or surface colour changes, cracks or impairments, occur dimensional accuracy and accuracy of fit (e.g. for floorboard widths) D) if the delivered items (parts) do not conform to the sample or the pattern, or if:

e) if the purchaser has failed to safeguard rights of recourse against third parties or to take recourse against third parties against whom we are entitled and who are to be asserted against third parties against whom we are responsible, and who are to be asserted against the purchaser, unless we are responsible for the defect or the satisfaction of the assigned right fails or the assigned claim at the onset of the defect is already barred or we can not communicate, or can not tell who is responsible for the defect, or

f) if the purchaser processes the delivered items (parts) in spite of recognisable defects or g) if the purchaser himself or a third party acquires repairs, alterations or other interventions on the delivered items (parts) or services without our consent or

h) if there are defects in the objects (parts) processed by us as a result of further processing, which were not disclosed to us, or

i) if, despite our advice, the purchaser demands a kind of processing, which conflicts with technical norms or findings or

j) if the purchaser does not give us an opportunity to verify the defect on the spot and, as far as we are entitled to our right to choose according to Section IX. 1. Use, eliminate or

k) if the defects were caused by installation / assembly which does not concern us, or

l) if our materials have been damaged by improper handling on the part of the purchaser or a third party before and after assembly / installation or

m) if defects have arisen due to weather conditions, chemical, electrochemical, electrical or other special external influences or natural wear, or

n) if defects are caused by abnormal conditions or

o) if defects have been caused by improper or incorrect use, improper storage, faulty or negligent treatment and care, in particular due to excessive use or use of unsuitable care products, or

p) if defects have arisen due to inadequate construction work, unsuitable subsurface, faulty substructure or

q) for only insignificant impairment of the usability.

8. If materials processed by us are included in a construction work, the processing by us shall nevertheless not be regarded as performance for a building, unless the purchaser has expressly been instructed and has in writing provided us with construction services for a specific, specified construction project instructed. Insofar as a construction work exists, the liability regulations of § 13 VOB / B apply.

9. If we replace defective parts, they will become our property, unless a reservation of title exists.

10. For bulk items or small parts in large quantities, we are not liable for a shortfall of up to 3%. The same applies if not more than 3% of the delivered parts are defective. This also applies to drawing parts of the products, which have been made according to the wishes of the purchaser or, where applicable, his customer.

11. For material third-party products, our liability is limited to the assignment of liability claims against the supplier of the third-party product, unless we are responsible for the defect or the satisfaction of the assigned right fails or the assigned claim becomes statute-barred, when the defect occurs or we can not communicate, or can not tell who is responsible for the defect.

Any claims made by the purchaser for costs in connection with the supplementary performance, such as the costs of transport, travel, labour hours, and materials, are excluded when the costs are increased, because the delivered goods have been moved to location other than the original delivery destination, unless it was originally intended for that purpose. 13. 5.6 The purchaser shall only be entitled to statutory recourse claims in accordance with §478 BGB [Civil Code] (recourse by a commercial entity), and such recourse shall be limited to cases, for which the purchaser has not concluded an agreement with his customers, exceeding the scope of the statutory provisions. For the scope of the recourse claim of the purchaser

against us in accordance with § 478 para. 2 BGB shall also apply Section

IX. 12. accordingly.

14. For claims for damages the remainder of Section XI .. 5.8 Claims other than those of the purchaser against us or our vicarious agents as stipulated in this Section 5 are excluded.

#### X. IMPOSSIBILITY / CONTRACTUAL ADAPTATION

1. If the delivery is not possible, the purchaser is entitled to claim damages, unless we cannot be held responsible for the impossibility. However, the purchaser's claim for damages is limited to 10% of the value of the part of the delivery or service, which can not be used expediently due to the impossibility. This limitation does not apply, if an obligatory liability comes in force in case of intention, culpable negligence or injuring life, body or health; changing burden of proof to purchaser's disadvantage is not involved therein. Purchaser's right of withdrawal from contract remains unaffected.

2. Insofar as unforeseeable events within the meaning of Section III.

If such events significantly change the economic importance or the contents of the delivery or considerably affect the operations of the contractor, the contract shall be adapted appropriately in good faith. If this is not economically justifiable, we have the right to withdraw from the contract. If we want to make use of this right, we will inform the purchaser immediately after the realisation of the consequences of the event, even if an extension of the delivery time was initially agreed with the purchaser.

#### XI. OTHER DAMAGE CLAIMS

1. Claims for damages and reimbursement of expenses of the purchaser (in the following: claims for damages), for whatever legal reason, in particular due to breach of duties from the obligation and from tort are excluded.

2. This shall not apply as far as are concerned cases, which are legally subject to liability, e.g. in accordance with the product liability law, in cases of intent, gross negligence, loss of life, bodily injury or damage to the health or in case of a violation of major contractual obligations. The claim for damages for the breach of essential contractual obligations, however, is limited to the contractually typical, foreseeable damage, unless intent or gross negligence or liability for loss of life, bodily injury or damage to the health. The above provisions do not imply a change in the purchaser's burden of proof.

Insofar as the purchaser acquires under this Section XI.

Claims for damages shall become statute-barred on expiry of the limitation period applicable to claims for material defects in accordance with Section IX.

2. The legal limitation regulations apply to damage indemnity according to product liability law.

4. If objects (parts) are manufactured or delivered by us according to drawings and / or instructions of the purchaser, the purchaser is liable for ensuring that the rights of third parties are not violated. The purchaser undertakes to indemnify us in absolute and immediate terms against any claims of third parties regarding patent, utility model or other infringements in respect of these items (parts).

#### XII. APPLICATION OF DIN STANDARDS

1. The quality and dimensions of the items (parts) and services supplied by us are determined exclusively in accordance with the DIN standards, unless the application of foreign standards is expressly agreed. If no DIN standards exist, the commercial custom applies, unless the application of certain standards or wishes of the purchaser are expressly agreed.

2. If a DIN standard is changed after conclusion of the contract, but before completion of the items to be delivered (parts) or services to be provided, we are reasonably expected to consider the requirements of the new standard.

#### XII. PLACE OF JURISDICTION AND APPLICABLE LAW

1. The sole place of jurisdiction, if the purchaser is a

merchant, is Frankfurt for all disputes arising directly or indirectly from the contractual relationship. Notwithstanding this, we are also entitled to take legal action at the domicile of the purchaser.

2. This place of jurisdiction also applies if the purchaser has no domestic general place of jurisdiction, if the purchaser changes residence or fixed address from its previous country, or if its residence or fixed address is unknown at the time of filing a claim.

3. For the legal relationship in connection with this contract, German substantive law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### XIV. LIABILITY OF THE CONTRACT

Even if individual points of the contract are invalid, the remaining parts of the contract shall remain binding. If a provision of this contract is or becomes invalid, this shall not affect the validity of the remaining contract. This does not apply if keeping to the contract would constitute an unreasonable hardship for either of the parties.