

GENERAL CONTRACT CONDITIONS FOR THE SUPPLY AND IMPLEMENTATION OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS BY BENNING GROUP ENTITIES

Applicability

1. These General Supply Conditions shall apply for all Quotes, Order Confirmations and Contracts with Benning Group entities. Any deviating standard terms and conditions of Buyer subsequently sent with a purchase order or a call-off will not apply.

Deviations or modifications from these Conditions shall not apply unless specifically amended in Attachment 1 ("Special Contract Conditions") hereto or otherwise mutually agreed in writing.

Unless specifically stated in Seller's quote the validity of any quote will not exceed 3 month from the date of offer.

Definitions

2. This document and any agreed Special Contract Conditions hereto and any other written amendments, appendices, and additions related to the delivery and performance of the works will constitute the "**Contract**" between the parties, in the order of precedence stated in this paragraph above.

When used in these Conditions, the terms "**written**" or "**in writing**" refer to a document signed or otherwise agreed to by both parties.

The object or objects which the Seller shall deliver or execute according to this contract is (are) in these Conditions referred to as "**the Works**". If different objects are delivered under these contract terms that can be used independently the Conditions of this Contract shall apply to each of works separately.

The place for the intended contractual use will be referred to as "**the Site**".

During "**Implementation**" the Seller may assist Buyer in taking into operation the installed Works. However, any installation activities will not be included under these contract terms.

"**Software**" is referred to as the software which is included in the Works and which consists of the Seller's software and/or sublicensed software.

Scope of Work

3. The Works may comprise the supply of batteries, mechanical, electrical and electronic equipment including initial product support, commissioning as well as site acceptance as per the Benning quote or specified and agreed elsewhere in writing.

If service activities, such as installation, maintenance, repairs (to exclude warranty repairs), or any other service or support activities are required these may be offered under deviating terms and conditions, but will not be part of this contract. (See General Conditions for Service activities).

4. The Seller shall provide drawings showing the manner in which the Works are to be installed, together with all information required for preparing suitable foundations,

for providing any necessary equipment to the Site and for making all necessary connections to the Works.

The Seller shall, no later than by delivery of the Works, free of charge provide the Buyer with one set, or the number agreed upon, of documentation, which is sufficiently detailed to permit the Buyer to carry out commissioning, operation and maintaining the Works. However, the Seller shall not be obliged to supply manufacturing drawings or detailed parts list of the Works or spare parts. To the extent it is valid under the relevant law, the Seller may, with the Buyer's consent, fulfil these obligations by giving access to the documentation in electronic form.

5. The Seller shall ensure that the Works are carried out and are in accordance with any laws, regulations and rules which are applicable to the Works. If required by the Seller, the Buyer shall provide the relevant information on these laws, regulations and rules in writing.
6. The Seller shall carry out any variation work necessary to comply with changes in laws, regulations and rules, referred to in Clause 5, or in their generally accepted interpretation, occurring between the date of submission of the tender and taking-over. The Buyer shall bear the extra costs and other consequences resulting from such changes, including variation work.

If the parties are unable to agree on the extra costs and other consequences of changes in laws, regulations and rules, referred to in Clause 5, the Seller shall be compensated for any variation work on a time basis.
7. If an error or omission in the documentation, drawings or information referred to in Clause 4 is discovered by the Seller or notified to him in writing within 18 months after delivery, the costs of any necessary remedial work shall be borne by the Seller. However, any missing or wrongful documentation shall not allow Buyer to withhold any due payments with respect to the collateral character of providing documentation.

Variations

8. Subject to the provisions of Clause 12, the Buyer is entitled to request variations to the scope, design and construction of the Works until the Works have been taken over.

Regardless of its root cause, any suspension by either party will also be considered a variation to this contract and treated according to Clause 9 – Clause 12.
9. Requests for variations shall be submitted to the Seller in writing ("**OCR- "Order Change Request"**") and shall contain an exact description of the variation.
10. As soon as possible, but in no case later than after 4 weeks after receipt of an Order Change Request, the Seller shall notify the Buyer in writing whether and how the variation can be carried out, stating the resulting

alteration to the Contract Price, the timeline and other terms of the Contract.

The Seller shall also give such notice to the Buyer when variations are required as a result of changes in laws, regulations and rules referred to in Clause 6.

11. If after another period of 2 weeks there is disagreement between the parties on the consequences of variations or if the Seller did not provide a response to Order Change Request within the time frame stipulated in Clause 10, the initial / previous contractual status will be reinstated. However, the delay caused by such OCR will be added to the previously agreed delivery time, even when the change will be declined by either party.
12. Save as provided in Clause 6, the Seller shall not be obliged to carry out variations requested by the Buyer until the parties have agreed on how the variations will affect the Contract Price, the time for taking-over and other terms of the Contract.

Documentation and Information

13. All documentation regarding the Works or its manufacture submitted by one party to the other, prior or subsequent to the formation of the contract, shall remain the property of the submitting party.

Documentation received by one party shall not be used for any other purpose than that for which it was submitted, without the consent of the other party. Except for documentation referred to in Clause 4, it may not without the consent of the other party be copied, reproduced, transmitted or otherwise communicated to a third party.

To the extent necessary for this Contract, contact details of Buyers personnel may be stored in Sellers on premise software, while EU-data protection rules will be strictly adhered to.

Product Information

14. All Information and data in marketing material, general product documentation, price lists and other documentation are binding only to the extent that they are expressly included in the Contract in writing.

Intellectual Property/Software/Confidentiality

15. The Seller herewith reserves any industrial property rights and/or copyrights and rights of use pertaining to its cost estimates, drawings and other documents (hereinafter the "Documents") submitted during quotation or negotiation phase. These Documents shall not be made accessible to Third Parties without the Seller's prior consent and shall, upon request, be returned without undue delay if the contract is not awarded to the Seller.
16. The Seller's software is software to which the Seller holds the intellectual property rights, such as firmware and customized software. Sublicensed software is software to which a third party holds the intellectual property rights and to which the Seller, with the rights holder's permission, grants the right of use.
17. Unless otherwise agreed, the Buyer acquires a non-exclusive, perpetual right to use the Seller's software in the use of the Works. The Buyer may transfer this right of use to subsequent owners of the Works. Unless otherwise agreed, the Seller retains the rights to the

Seller's software even when such software has been produced specially for the Buyer. The Buyer may at his own responsibility make such changes in the Seller's software that are consistent with the general purpose for which the Works are intended.

Subject to the limitations that may be agreed between the intellectual property rights holder and the Seller, the Buyer acquires a non-exclusive, perpetual right to use sublicensed software in the use of the Works and to transfer this right to subsequent owners of the Works. The Seller shall, no later than when the contract is entered into, inform the Buyer in writing of any such limitations. The Buyer may make changes in sublicensed programs only if specially agreed.

18. Unless otherwise agreed, the Seller is not obliged to provide the Buyer with the source code to the computer software. Nor shall the Seller, unless otherwise agreed, be obliged to provide the Buyer with updated versions of the software.
19. All intellectual property rights to the Works, its design and the drawings, calculations, descriptions, technical documents, models, tools and the like made for the design, production and use of the Works shall be vested in the Supplier or, as the case may be, in a third party that has granted the Supplier a licence for the use of these rights. This shall also apply if these have been developed specifically for the Customer, unless it has been agreed otherwise in writing. The Customer acquires a royalty-free, non-exclusive, worldwide, transferable right to use these intellectual property rights, without time limitation, but only for the delivered Works and subject to any restrictions contained in underlying third-party licences.

While it is strictly prohibited to copy the Works, firmware or software, any duplication of documentation is limited to the agreed contractual purpose.

20. Technical, commercial and financial information and information marked confidential or which by its nature should be considered to be confidential, disclosed by one party in writing or orally to the other party, shall be treated confidentially by the other party. The information will therefore not without the consent in writing of the other party be used by one party for a purpose other than that for which it was provided. The information may not be reproduced or transferred, communicated or disclosed to any third party.

Delivery Test or Factory Acceptance Test

21. Where a delivery test has been agreed, it shall, unless otherwise agreed, be carried out where the Works are manufactured during normal working hours. If technical requirements for the test have not been agreed, the test shall be carried out in accordance with general practice in the industry concerned in the country where the Work is manufactured.
22. The Seller shall notify the Buyer in writing of the delivery test in sufficient time to permit the Buyer to be present at the test. If the Buyer has received such notice, the test may be carried out even if the Buyer is not represented at the test.

The Seller shall record the test. The test report shall be sent to the Buyer. The report shall, unless otherwise

shown by the Buyer, be considered to correctly describe the execution of the test and its results.

23. If at the delivery test, the Works are found not to be in accordance with the contract, the Seller shall as soon as possible remedy the Works to comply with the contract. If so required by the Buyer, a new test shall thereafter be carried out. The Buyer may not, however, require a new test if the noncompliance was insignificant.

24. If no other division of the costs has been agreed, the Buyer shall bear all costs for delivery tests carried out to include all costs for his representatives, including costs for travel, board and lodging. However, Seller will provide the required test equipment and personnel at manufacturing site for one day free of charge.

Site Acceptance Test

25. The Buyer shall give a date for Site Acceptance Test, giving the Seller sufficient time to prepare for and be represented at these tests. The Buyer shall provide all material and technical preconditions and bear all costs for the Site Acceptance Tests. The Seller shall however bear all costs relating to his personnel and his other representatives.

26. If the Buyer fails to fulfil his obligations under Clause 25 or otherwise prevents the Site Acceptance Tests from being carried out within 30 days after delivery to Site, the tests shall be regarded as having been satisfactorily completed.

27. The Site Acceptance Tests shall be carried out during normal working hours. If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the Buyer's country.

28. The Buyer shall prepare a report of the Site Acceptance Tests. This report shall be sent to the Seller. If the Seller has not been represented at the Site Acceptance Tests after having been notified in accordance with Clause 26, the test report shall be accepted as accurate.

29. If the Site Acceptance Tests show the Works not to be in accordance with the Contract, the Seller shall without delay remedy the deficiencies. If the Buyer so requires in writing without delay, new tests shall be carried out in accordance with Clauses 25 - 28. This shall not apply when the deficiency was insignificant.

Taking-Over and Implementation

30. Taking-over of the Works shall be considered to take place:

30.1. when the Site Acceptance Tests have been satisfactorily completed or are regarded under Clause 27 as having been satisfactorily completed, or

30.2. where the parties have agreed not to carry out Site Acceptance Tests, when the Buyer has received a Seller's notice in writing that the Works have been completed, provided that the Works are as required for taking-over according to the Contract.

Minor deficiencies which do not affect the efficiency of the Works shall not prevent taking-over.

The Seller's obligation are fulfilled when the Works are taken over pursuant to this Clause 30, notwithstanding his obligation to remedy any remaining minor deficiencies.

31. The Buyer is not entitled to use the Works or any part thereof before taking-over. If the Buyer does so without the Seller's consent in writing, the Works shall be deemed to have been taken over. The Seller is then relieved of his duty to carry out Site Acceptance Tests.

32. As soon as the Works have been taken over in accordance with Clause 30 or 31, the warranty period referred to in Clause 60 shall start to run. The Buyer shall, at the Seller's request in writing, issue a certificate stating when the Works have been taken over. The Buyer's failure to issue a certificate shall not affect taking-over according to Clauses 30 and 31.

Obligations of Buyer

33. The Buyer shall in good time undertake preparatory work to ensure that the conditions necessary for proper receipt of the Works, Site Acceptance Test, Implementation, and Taking-Over of the Works and for the correct operation of the Works are fulfilled. This shall not apply to preparatory work which according to the Contract shall be performed by the Seller.

34. The preparatory work referred to in Clause 33 shall be carried out by the Buyer in accordance with the drawings and information provided by the Seller under Clause 4. In any case the Buyer shall ensure that the foundations are structurally sound.

35. The Buyer shall ensure that:

35.1. he has informed the Seller in writing of all relevant safety regulations in force at the Site. Implementation and Site Acceptance Test shall not be carried out in unhealthy or dangerous surroundings;

35.2. he has made available to the Seller free of charge at the proper time on the Site all necessary operating and supervising personnel, cranes, lifting equipment and equipment for transport on the Site, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Buyer available on the Site. The Seller shall specify in writing his requirements at the latest one month before the agreed date;

35.3. he has made available to the Seller free of charge necessary storage facilities, providing protection against theft and deterioration of the Works, the tools and equipment required for installation and the personal effects of the Seller's personnel;

35.4. the access routes to the Site are suitable for the required transport of the Works and the Seller's equipment.

36. If the Seller so requires, the Buyer shall give all necessary assistance required for the import and re-export of the Seller's equipment and tools, including assistance with customs formalities. The assistance as such shall be provided free of charge.

The Buyer shall give all necessary assistance to ensure that the Seller's personnel obtain, in good time, visas

and any official entry, exit or work permits and (if necessary) tax certificates required in the Buyer's country, as well as access to the Site. The assistance as such shall be provided free of charge.

37. If the Buyer anticipates that he will be unable to fulfil in time his obligations necessary for carrying out Site Acceptance Test and Implementation, including complying with the conditions specified in Clauses 33 - 36 he shall forthwith notify the Seller in writing, stating the reason and, if possible, the time when he will be able to carry out his obligations.
38. If the Buyer fails to fulfil, correctly and in time, his obligations the following shall apply:
- 38.1. The Seller may at his own discretion choose to carry out or employ a third party to carry out the Buyer's obligations or otherwise take such measures as are appropriate under the circumstances in order to avoid or alleviate the effects of the Buyer's default.
- 38.2. The Seller may suspend in whole or in part his performance of the Contract. He shall forthwith notify the Buyer in writing of such suspension.
- 38.3. If the Works have not yet been delivered to the Site, the Seller shall arrange for storage of the Works at the Buyer's risk. The Seller shall also, if the Buyer so requires, insure the Works.
- 38.4. The Buyer shall pay any part of the Contract Price which, but for the default, would have become due.
- 38.5. The Buyer shall reimburse the Seller for any costs, which are reasonably incurred by the Seller as a result of measures under this Clause 38.

Joint Obligations

39. The parties shall, no later than when the Seller gives notice that the Works are ready for dispatch from the place of manufacture, each appoint a representative in writing to act on their behalf during the work on the Site.
40. The representatives shall be present on or near the Site during working hours. Unless otherwise specified in the Contract, the representatives shall be authorised to act on behalf of their respective party in all matters concerning the commissioning and Site Acceptance of the Works. Wherever these General Conditions stipulate that a notice shall be given in writing, the representative shall always be authorised to receive such notice on behalf of the party he represents.

Delivery Term

41. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS® in force at the formation of the contract. If no trade term has been specifically agreed, delivery shall be Free Carrier (FCA) at the place decided by the Seller.

The risk of loss of or damage to the Works shall pass to the Buyer in accordance with INCOTERMS® in force at the date of formation of the Contract, unless such loss or damage results from the Seller's gross negligence.

Time for Delivery

42. If, instead of a fixed date for delivery, the parties have agreed on a period of time within which delivery shall take place, such period shall start to run at the formation of the contract. However, if the actual commencement of the Work depends on preconditions to be fulfilled by

the Buyer, prior Buyer's or Third Party approvals such date will determine the start of the delivery period.

Delay

43. If the Seller finds that he will not be able to deliver the Work at the agreed time or if delay on his part seems likely, he shall without undue delay notify the Buyer there of in writing, stating the reason for the delay and if possible the time when delivery can be expected. If the Seller fails to give such notice, he shall, regardless of the provisions of Clauses 45 and 46, reimburse the Buyer for any additional expenses, which the latter incurs and which he otherwise could have avoided.
44. The time for delivery shall be extended by a period which having regard to the circumstances is reasonable if the delay in delivery is caused by one of the following reasons:
- 44.1. an act or omission on the part of the Buyer, or
- 44.2. suspension by the Seller under Clause 54, second paragraph, or
- 44.3. any other circumstance for which the Buyer is responsible, or
- 44.4. a circumstance which under Force Majeure constitutes ground for relief.

The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.

45. If the Seller fails to deliver the Works on time, the Buyer is entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of zero point three per cent (0.3%) of the agreed price for each completed week of delay. If the delay concerns only a part of the Works, the liquidated damages shall be calculated on the part of the price which is properly attributable to the part of the Works which cannot be taken in use due to the delay.

The liquidated damages shall not exceed five per cent (5.0%) of that part of the price on which it is calculated.

The liquidated damages become due at the Buyer's written demand but not before the complete Work has been delivered or the contract is terminated under Clause 46.

The Buyer loses his right to liquidated damages if he has not lodged a written claim for such damages within six months after the time when delivery should have taken place.

46. If the delay is such that the Buyer has become entitled to maximum liquidated damages under Clause 45, and the Works are still not delivered, the Buyer may in writing demand delivery within a final reasonable period which shall not be less than one week.

If the Seller fails to deliver within such final period and this is not due to any circumstance for which the Buyer is responsible, the Buyer may, by written notice to the Seller, terminate the contract in respect of that part of the Works which cannot be taken in use due to the delay.

In case of such termination the Buyer shall also be entitled to compensation for the loss he suffers due to the Seller's delay to the extent that the loss exceeds the maximum of liquidated damages which the Buyer may claim under Clause 45. This compensation shall not exceed fifteen per cent (15%) of that part of the price which is properly attributable to the part of the Works in respect of which the contract is terminated.

The Buyer shall also have the right to terminate the contract by written notice to the Seller if it is clear that there will be a delay, which under Clause 45 would entitle the Buyer to maximum liquidated damages. In case of termination on this ground, the Buyer shall be entitled to both maximum liquidated damages and compensation under the third paragraph of this Clause.

Except for liquidated damages under Clause 45 and termination of the contract with limited compensation under this Clause 46, all claims in respect of the Seller's delay shall be excluded.

47. If the Buyer finds that he will be unable to accept delivery of the Works on the agreed date, or if delay on his part seems likely, he shall without undue delay notify the Seller thereof in writing stating the reason for the delay and, if possible, the time when he will be able to accept delivery.

48. If the Buyer fails to accept delivery on the agreed date, he shall nevertheless make any payment which is dependent on delivery as if the Works had been delivered. The Seller shall arrange storage of the Work at the Buyer's risk and expense. If the Buyer so requires, the Seller shall insure the Works at the Buyer's expense.

49. Unless the Buyer's failure to accept delivery as referred to in Clause 48 is due to any such circumstance as described under Force Majeure, the Seller may by written notice require the Buyer to accept delivery within a reasonable period.

If, for any reason for which the Seller is not responsible, the Buyer fails to accept delivery within such period, the Seller may, by written notice to the Buyer, terminate the contract in respect of that part of the Works which is ready for delivery but has not been delivered due to the Buyer's default. The Seller shall then be entitled to compensation for the loss he has suffered due to the Buyer's default. The compensation shall not exceed that part of the price which is attributable to the part of the Product in respect of which the contract is terminated.

Pricing and Price Adjustment

50. Unless specifically stated in Seller's quote the prices quoted are based on EUR, for other currencies Exchange Rate adjustments will apply.

51. Contractually agreed fix net prices are firm and fix for all deliveries within 12 month from the contract date. Unless a price adjustment clause is mutually agreed upon in writing, prices for delivery periods exceeding 12 month will be re-negotiated unless a price adjustment clause is mutually agreed upon in writing.

Prices are quoted according to the INCOTERMS® determined in Clause 41 and any applicable value-added tax (or Sales Tax) shall be added at the

applicable rate at the day of delivery.

Seller will have the right, but not the obligation, to continue delivery of Works until new prices have been agreed to.

Payment

52. Unless otherwise agreed, all payments shall be made within 30 days from the date of the invoice. Whatever the means of payment used, payment shall not be deemed to have been effected before the Seller's account has been irrevocably credited for the amount due.

53. Unless otherwise agreed, the agreed purchase price, together with value added tax, if any, shall be invoiced and paid as follows:

- 40 per cent at the formation of the contract;
- 50 per cent when the Seller notifies the Buyer that the Works are ready for dispatch from the place of manufacture according to Clause 41;
- 10 per cent at actual take-over or when documentation as per Clauses 3, 4 and 7 have been finalized.

Seller will provide Buyer with a payment bond for any payment prior to "ready for dispatch" note or actual delivery according to INCOTERMS® per Clause 41.

54. These payment terms are subject to Buyer's credit rating and the determined credit limit for Buyer. Seller is entitled to either adjust payment terms up to 100 per cent payment at the formation of contract if the credit limit is not sufficient or ask Buyer for additional securities.

Seller may waive his right for partial payment for any single order below 200.000 EUR or the equivalent amount in the currency of the contract.

55. If the Buyer fails to pay on time, the Seller shall be entitled to interest from the due date at the rate of interest determined by the law on late payments in the Seller's country. The Seller shall also be entitled to compensation for actual recovery costs.

If the Buyer fails to pay by the due date or fails to give agreed securities by the stipulated date, the Seller may also, after having notified the Buyer in writing, suspend performance of his contractual obligations until payment is made or agreed securities are given.

56. If the Buyer has failed to pay the amount due within three months after the due date, the Seller may terminate the contract by written notice to the Buyer and, in addition to his rights according to Clause 54, first paragraph, claim compensation for the loss he has suffered. The compensation shall not exceed the agreed purchase price and calculated interest for deferred payment according to Clause 55 above.

Retention of Title

57. The Work shall remain the property of the Seller until paid for in full, to the extent that such retention of title is valid under the relevant law.

The retention of title shall not affect the passing of risk under Clause 41.

Liability for Defects

58. The Seller shall in accordance with the provisions of Clauses 59 - 71, by repair or replacement, remedy any defect in the Works resulting from faulty design, materials or workmanship.

Where the Seller is liable for a defect, he shall also be equally liable for damage to the Works that is caused by the defect.

The Seller is not liable for defects arising out of material provided by the Buyer or a design stipulated or specified by him.

59. The Seller's liability does not cover defects caused by circumstances that arise after the risk has passed to the Buyer. The liability does not, for example, cover defects due to conditions of operation deviating from those anticipated in the contract or to improper use of the Work.

Nor does it cover defects due to faulty maintenance or incorrect installation on the part of the Buyer, alterations undertaken without the Seller's written consent or faulty repairs by the Buyer. Finally, the liability does not cover normal wear and tear or deterioration.

60. The Seller's liability is limited to defects that appear within a period of one year from the date of delivery of the Works. If the Works are used more intensely than agreed, this period shall be reduced proportionately.

61. When a defect has been remedied by repair or replacement under Clause 58, the Seller shall have the same liability for defects in repaired parts or in replacement parts as for the original Work for a period of one year. For other parts of the Work, the liability period defined in Clause 60 shall be extended only by the period during which the Work could not be used due to a defect for which the Seller is liable.

62. The Buyer shall notify the Seller in writing of a defect without undue delay after the defect has appeared and in no case later than two weeks after the expiry of the liability period specified in Clauses 60 and 61. The notice shall contain a description of how the defect manifests itself. If the Buyer fails to notify the Seller in writing within the above time limits, he loses his right to make any claim in respect of the defect.

If there is reason to believe that the defect may cause damage, notice shall be given forthwith. If notice is not given forthwith, the Buyer loses the right to make any claim based on damage which occurs and which could have been avoided if such notice had been given.

63. After receipt of a written notice under Clause 62, the Seller shall remedy the defect without undue delay. Within this limit the time for remedial work shall be chosen in order not to interfere unnecessarily with the Buyer's activities. The Seller shall bear the costs as specified in Clauses 58 - 70.

Remedial work shall be carried out where the Works are unless the Seller, with regard to the interests of both parties, finds it more appropriate to have the Works sent

to him or to a place instructed by him.

If the defect can be remedied by replacing or repairing the defective part, and if removal and re-installation of the part does not require special knowledge, the Seller may demand that the Buyer sends the defective part to him, or to a place assigned by him, for repair or replacement. In such case the Seller has fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a replacement part to the Buyer.

64. The Buyer shall at his own expense provide the Seller access to the Work and arrange for any intervention in equipment other than the Work, to the extent that this is necessary to remedy the defect.

65. All transports and travel cost in connection with remedial work shall be at the Seller's risk and expense provided, however, that the final destination of the Works had been known to the Seller prior to its initial delivery.

The Buyer shall follow the Seller's instructions regarding how the transport shall be carried out.

66. The Buyer shall bear any additional costs for remedying a defect which the Seller incurs when the Work is located elsewhere than at the destination for the Seller's delivery to the Buyer stated at the formation of the contract, or – if no destination has been stated – the place of delivery.

67. Defective parts that are replaced under Clause 58, shall be placed at the Seller's disposal and shall become his property.

68. If the Buyer gives such notice as referred to in Clause 62, and no defect is found for which the Seller is liable, the Seller shall be entitled to compensation for the work and costs which he has incurred as a result of the notice.

69. If the Seller fails to fulfil his obligations under Clause 63 in time, the Buyer may by written notice require him to do so within a final reasonable period which shall not be less than one week. If the Seller fails to fulfil his obligations within that period, the Buyer may at his option:

69.1. carry out or have the necessary remedial work carried out at the Seller's risk and expense, provided that the Buyer proceeds in a reasonable manner, or

69.2. demand a reduction of the agreed purchase price not exceeding 20 per cent thereof, or

69.3. if the defect is substantial, terminate the contract by written notice to the Seller. The Buyer shall also be entitled to such termination where the defect remains substantial after measures referred to in Clause 69.1. In case of termination, the Buyer shall be entitled to compensation of the proven loss he has suffered. The compensation shall not, however, exceed 20 per cent of the agreed purchase price.

70. Regardless of the provisions of Clauses 58 - 69, the Seller shall have no liability for defects in any part of the Works for more than two years from the end of the liability period referred to in Clause 60, first sentence, or from the end of any other liability period agreed upon by

the parties.

71. The Seller shall have no liability for defects save as stipulated in Clauses 58 - 70.

Liability for Infringement of Intellectual Property Rights

72. Unless otherwise agreed, the Seller shall, in accordance with Clauses 73 - 76, indemnify the Buyer against claims from a third party based on infringement of patents, copyrights or any other intellectual property rights protected in the EU, the US, Switzerland or in any other country specially agreed by the parties.

73. The Seller shall have no liability for infringement of intellectual property rights arising out of:

- 73.1. the Works being used elsewhere than in a country referred to in Clause 72,
- 73.2. the Works being used in a manner deviating from that agreed or in a way the Seller should not have foreseen, or
- 73.3. the Work being used together with equipment or software not supplied by the Seller, or
- 73.4. alterations in the Work undertaken by the Buyer.

Nor is the Seller liable for infringement of intellectual property rights arising out of a design or construction stipulated or specified by the Buyer.

74. Defence against claims referred to in Clause 72 shall be for the Seller's account. The Seller shall compensate the Buyer for such amounts as the latter is obliged to pay under a final award or a settlement approved by the Seller.

The Seller shall only be liable if the Buyer without delay informs the Seller in writing of any claim which the Buyer receives and allows the Seller to decide how the claim shall be dealt with.

75. In case of an infringement of patent, copyright or other intellectual property rights for which the Seller is liable according to Clauses 72 - 73, the Seller shall without undue delay, after receipt of written notice under Clause 74, second paragraph, at his option:

- 75.1. provide for the Buyer the right to continue to use the Works, or
- 75.2. adjust the Works so that the infringement ceases, or
- 75.3. replace the Works with another non-infringing Work with an equivalent function

The Seller has the equivalent responsibility if the Buyer informs the Seller in writing of an infringement of patent, copyright or other intellectual property rights, without any claims made against the Buyer from a third party.

76. If the Seller fails to fulfil his obligations under Clause 75 in time, the Buyer may by written notice require him to do so within a final reasonable period, which shall not be less than one week. If the Seller fails to fulfil his obligations within that period, the Buyer may at his option.

- 76.1. carry out or have necessary measures carried out at the Seller's risk and expense, corresponding to those referred to under Clause 75, first paragraph, provided that the Buyer proceeds in a reasonable manner, or

- 76.2. if the infringement causes him substantial inconvenience, terminate the contract by written notice to the Seller. The Buyer shall also be entitled to such termination where the inconvenience remains substantial after measures referred to in 76.1.

Liability for Damage to Property Caused by the Works

77. The Seller shall have no liability for damage caused by the Works to any immovable or movable property, or for the consequences of such damage, if the damage occurs while the Work is in the Buyer's possession. Nor shall the Seller be liable for any damage to Works manufactured by the Buyer or to Works of which the Buyer's Works form a part.

The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of loss or damage for which the Seller is not liable according to the first paragraph of this Clause.

The above limitations of the Seller's liability shall not apply if he has been guilty of gross negligence.

If a third party lodges a claim for compensation against the Seller or the Buyer for loss or damage referred to in this Clause, the other party shall forthwith be notified thereof in writing.

The Seller and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them based on damage or loss alleged to have been caused by the Work. The liability as between the Seller and the Buyer shall, however, always be settled in accordance with Clause 82.

General Limitation of Liability

78. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of contract and any other consequential or indirect loss whatsoever.

Moreover, liability shall be limited to the reasonably foreseeable or if so agreed in writing to the contract volume.

The limitation of the liability referred to in the first and second paragraph shall, however, not apply if a party has been guilty of gross negligence. Nor shall the limitation of liability apply to breach of the obligations referred to in Clause 13, second paragraph or liability for infringement of intellectual property rights under Clauses 72 - 76.

Grounds for Relief (Force Majeure)

79. The following circumstances shall constitute grounds for relief if they impede the performance of the contract or make performance unreasonably onerous: industrial disputes and any other circumstance beyond the reasonable control of the parties, such as fire, natural disasters and extreme natural events, war, mobilization or military call-up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection

and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by subcontractors caused by any such ground for relief.

The above described circumstances shall constitute grounds for relief only if their effect on the performance of the contract could not be foreseen at the formation of the contract.

80. The party wishing to claim relief under Clause 79 shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance.

If force majeure prevents the Buyer from fulfilling his obligations, he shall reimburse the costs incurred by the Seller in securing and protecting the Works.

81. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party, if performance of the contract is prevented for more than six months by reason of any grounds for relief as described in Clause 79.

Transfer of Rights. Disputes. Applicable Law

82. Neither party can transfer any obligations or rights to any Third Party without the other party's written consent, whereas such consent may not be unreasonably withheld.

83. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the Contract where it is clear from the circumstances that the other party is not going to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof in writing.

84. Disputes arising out of or in connection with the contract shall be settled by arbitration in accordance with the law on arbitration applicable in the Seller's country. However, if the amount in dispute does not exceed EUR 50,000, VAT excluded, or the equivalent amount in the currency of the contract, the dispute shall be settled by a general court in the Seller's country.

85. All disputes arising out of the contract shall be judged according to the law of the Seller's country.