

Gehrlicher Solar AG

General Terms and Conditions for the Supply of Goods and Services for Commercial Companies in the sense of ss. 14 I, 310 BGB

1 General – scope of application

1. The Terms and Conditions below do not apply to end consumers. Our goods, services and offers to companies are subject to these Terms and Conditions. They will apply to all future business relationships, even if they are not expressly agreed again. We will not recognise contrary or different terms and conditions unless we have expressly agreed their validity in writing. Our Terms and Conditions will apply even if we make delivery to the customer and/or fulfil our performance obligations without reservation in the knowledge that the customer has terms and conditions which are contrary/different to our Terms and Conditions.
2. Any agreements which exist between us and the customer will be in writing.
3. In accordance with the terms of the Federal Data Protection Act, we will make customers aware that we will electronically process those of their personal details which are required for the conducting of business relationships and will forward them to other people within the company.
4. If a provision of these Terms and Conditions is or becomes completely or partly ineffective, the validity of the other provisions will not be affected by this.

2 Offer – conclusion of contract – offer documents

1. Our offers will not be binding and will be able to be revoked until written confirmation of the order. We will be entitled to award subcontracts.
2. Oral promises and subsidiary agreements as well as assurances by employees will require our written confirmation to be legally valid; this will also apply to additions, amendments and subsidiary agreements of any kind.
3. We will reserve the right to make design changes, where they relate to commercial and/or minor changes and particularly where they represent an improvement of the goods. However, we will not be obliged to make such changes to products which have already been supplied.
4. We will reserve property rights and copyright to diagrams, drawings, calculations and other documents. This will also apply to written documents which are described as "confidential". The latter will require our written agreement before they are forwarded to third parties.
5. In principle, only the product description of the manufacturer and/or that of our company will be regarded as the agreed quality and this will only be where it is expressly agreed as such. In the case of solar modules, the agreed quality of every individual module will be apparent from the relevant data sheet of the manufacturer, with only the flasher protocol of the manufacturer being of decisive importance as a measure of the observance of the electrical tolerances for the relevant module which are stated therein. Variations within the stated tolerances will be regarded as negligible and will not constitute grounds for claims based on defects. Public statements, extolments or advertising of the manufacturer or a supplier will not constitute a contractual statement of the quality of the goods.
6. Details regarding quality will not contain a guarantee (assurance) in the sense of s. 276 I German Civil Code (BGB) and/or s. 443 BGB, where we do not expressly give one in writing. Guarantees, warranty/performance assurances (particularly with regard to modules or inverters) of the manufacturer will not be affected by this. However, we will not be committed beyond our warranty as a result.
7. Information which is obtained from us about deliveries and other services will not be binding in any circumstances, even where it is provided in writing. In the absence of any other written declaration, information will not in any circumstances be regarded as an assurance of the properties or a description of the quality.
8. If the order of a customer is to qualify as an offer in the sense of s. 145 BGB, we can accept it by sending an order confirmation or by sending the goods within **1 week**, where a longer period of acceptance has not been agreed.
9. Our written order confirmation is of decisive importance for the scope of the supply of goods and services. In the event of a non-binding offer with a time restriction and the acceptance of this offer within a specified period of time, the offer made will be of decisive importance, where no order confirmation is available within the specified period.
10. The completion of the contract will be subject to delivery being made in time and in the proper way by our suppliers. This will only apply where a failure to make delivery is not our fault, particularly where a congruent covering transaction is concluded with our supplier. The customer will immediately be informed of the unavailability of the service. The counter-performance will immediately be refunded.

3 Prices

1. Where nothing else is apparent from our offer/order confirmation, our prices will be understood to be exclusive of installation or assembly, plus the statutory amount of VAT at the date of the invoice and exclusive of transport and packaging costs, which will be invoiced separately. We will be entitled, but not obliged to insure delivered products against transport risks. The customer will also be charged for (proportional) insurance costs. If the VAT number of a customer who is resident in another European country is not provided or is not immediately provided, we will be entitled to increase the amount of the invoice in accordance with the regulations governing VAT.
2. The deduction of a discount will only be permissible in the case of our express written promise or where printed on the order confirmation.
3. Any increases in cost which occur more than one month after the completion of the contract (costs of materials, wages and energy, and statutory provisions) or an increase in the market price of remuneration demanded by third parties who are involved with performance will give us the right to make a further charge, where our services are not to be provided within four months. If the increases in cost are 20% or more above the agreed price, the customer will have the right to withdraw from the contract. This right will have to be asserted as soon as the higher price is made known. This will not apply to long-term liabilities.
4. In the case of orders for which no prices have been agreed, those of our prices which are valid on the delivery date according to our price list will apply. An amount of remuneration which is appropriate and usual for the location will be paid.
5. Where there are significant changes to the order (increases or reductions of 10% or more), a new price which takes account of the increase or reduction in costs is to be agreed. If we are required to provide a service for which provision is not made in the contract, we will be entitled to separate remuneration. The remuneration will be determined on the basis of the principles of the establishment of the prices for the contractually agreed service and the particular costs of the required service.
6. In all cases where we withdraw from a contract, we will be entitled to demand a handling fee of up to 20% of the net amount shown on the order confirmation, including particularly requirements for which there is a charge and the reimbursement of expenses which have actually been incurred, without having to provide any evidence of the loss. This will also apply in the event of the withdrawal of the customer, where the latter does not rely on the non-fulfilment of an obligation by us.

4 Terms of payment

1. The customer has the obligation of advance performance. Where nothing else is apparent from our offer or the order confirmation, the remuneration as well as, where relevant, costs and charges incurred will be payable free of expenses and without any deductions within **7 days** of the date of the invoice. Of decisive importance for payment on time is in all cases the receipt of payments in our account or the permanent value date of the negotiable instrument (cheque). After the above period, the customer will be in default. The statutory regulations will apply with regard to the consequences of the delay in payment, where no other provision is made. Payments of instalments will only be accepted as a result of a particular written agreement.
2. In the case of a delay in payment, we can without prejudice to other claims charge the usual bank interest rates, but we will at least charge interest rates of 8% above the respective base interest rate of the European Central Bank, where the customer does not provide evidence of a lower interest charge or we do not provide evidence of a higher interest charge. The right to claim a higher level of compensation for delayed performance will continue to be reserved as well as the rights arising from s. 3 point 6.
3. The customer will only have rights to setoff if his counterclaims are legally established, undisputed or acknowledged by us in writing. He will also only be authorised to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
4. The customer will not have the right to refuse performance in accordance with s. 320 BGB and will not have rights of retention unless counterclaims are legally established, undisputed or acknowledged by us in writing. This will also apply to a right of retention on account of alleged defect prior to the execution of the warranty and the right of retention according to s. 369 HGB.
5. Notwithstanding other provisions of the customer, we will be entitled to offset payments against the oldest debts. If costs and interest have been incurred, we will be entitled to offset payments against the costs, then the interest and then the main debt. We will in this case let the customer know which kind of offsetting has been applied.
6. If the customer does not honour his payment obligations, if delays in payment occur, if he stops his payments, if he desires an extension of the time for payment or if particular circumstances which constitute good grounds for questioning the creditworthiness of the party obliged to make payment become known after the completion of the contract, we will be entitled to declare all outstanding debts which are due to us with regard to the customer to be payable, even if cheques and/or bills of exchange have been accepted. In this case, we will be able to take advantage of our rights to security; in particular, we will be able to exercise our rights to the reten-

tion of title to the agreed extent or to the extent established in s. 5, without there existing any conditions for default on the part of the customer.

7. Without prejudice to our other rights, we will in the event of the default of the customer be entitled to withhold any outstanding services resulting from the contract or other similar contracts arising from the business relationship with the customer until full payment has been made by the customer, to make services dependent on the payment of advance amounts or amounts of security, to demand compensation for delayed performance or to withdraw from the contract. This will not apply if the customer rightfully finds fault with the performance.
8. If it is possible to discern after the completion of the contract that our entitlement to counter-performance will be jeopardised by the customer's inability to pay, the customer will be obliged to make an advance payment even where there would not otherwise be any obligation to make an advance payment, if our contractual obligation consists of the provision of a service or the delivery of goods which are to be procured for the customer, but which would not otherwise be saleable at all times.
9. The place of fulfilment for payments of the customer will be the registered office of our company. Of decisive importance for payment on time is in all cases the receipt of the payment by us or the definitive value date or the discharging of the negotiable instrument (cheque/bill of exchange). We will not be obliged to accept cheques or bills of exchange, unless they are guaranteed cheques. Payments by cheque or bill of exchange shall be deemed fulfilled upon performance.

5 Retention of title and other forms of security

1. The goods will remain our property until all obligations arising from the business relationship (including any subsidiary claims and any expenses incurred in the interests of the customer) have been paid in full. With a current account, the retained property will be regarded as a form of security for the balance which we are owed and also where payments are made for particular debts. A balance will be regarded as being recognised if the customer does not object to the notification of the balance within two weeks of receipt.
2. The processing or reorganisation of goods delivered by us and which are still owned by us will constantly be undertaken on our behalf, but without any obligation on our part. If our ownership expires as a result of connection, it will be agreed that the joint ownership of the joint subject matter will pass to us in proportion to the value (invoice value = invoice for final amount including VAT). The customer will safeguard our joint ownership without remuneration and with the care of a good businessman.
3. The customer will be entitled to process and sell conditional goods using the proper business procedure. He will be obliged to handle the goods with due care and particularly to ensure at his own cost that they are adequately insured at replacement cost against fire, water, theft and vandalism.
4. The customer herewith renounces by way of security all debts which are payable by him as a result of conditional goods, including balances owed as a result of current account agreements arising from the sale, handling or connection of the goods delivered by us and/or the services provided to us. This also applies to claims of the customer arising from the loss of or damage to the conditional goods (insurance, prohibited handling, etc.). Depending on the amount, the amount of the assignment will be confined to the price of our goods and services, including VAT. Without requiring further, specified declarations, the customer herewith also transfers to us all rights to security which he has with regard to his customer in proportion to the value of the claims and rights assigned to us within the context of the extended retention of title. Where this is not possible, the customer will pay pro rata the debts collected as well as the proceeds realised from the utilisation of the rights to security. The customer will cede to us the right which he has with regard to this customer to grant a construction worker's debt-securing mortgage and the granting of payments of amounts of security in accordance with s. 648 a BGB. We accept the above acts of assignment.
5. We revocably authorise the customer to collect debts assigned to us for his account and in his own name. We will revoke this authorisation of collection in the event that the customer does not honour an obligation which he has with regard to us and, in particular, if he does not honour his payment obligations. We will then be entitled to disclose the assignment of the debt and any rights to security which have passed to us. Any costs arising from the use and legal succession of the assigned debts and rights to security will be borne by the customer.
6. The goods supplied may not be pledged or assigned as security without agreement. In the case of pledges or other encroachments of third parties on conditional goods, the customer must inform us in writing without delay, so that we can file a complaint in accordance with s. 771 Civil Process Order (ZPO). Where the third party is not able to reimburse us for the judicial and extrajudicial costs of a complaint in accordance with s. 771 ZPO, the customer will be liable for the financial loss which we incur.

7. If the customer behaves in a way which is contrary to the contract (particularly late payments), if he encroaches on amounts of security, if he handles conditional goods in the incorrect way or if he forwards conditional goods in a way which is contrary to his obligations, we will have a right of rescission in accordance with s. 449 II BGB subject to a further waiting period of two weeks. In the event of the exercising of this right, we will be entitled to have the goods returned. At any rate, s. 3 point 6 will apply.
8. If the value of the amounts of security which exist for our benefit exceeds our debts by a total of more than 20%, we will be obliged to release amounts of security of our choice at the request of the customer.

6 Period of delivery and performance

1. Delivery periods or periods which can be agreed with binding or non-binding effect will require the written form.
2. Where nothing else has been agreed in writing, an agreed delivery period will start to run from the sending of the order confirmation or, in the absence of the latter, the acceptance of our offer. However, this will require all commercial and technical matters to be clarified between us and the customer to fulfil all of the obligations which are incumbent upon him, e.g. the supply of documents, permits and releases which are to be obtained by the customer as well as the observance of the terms of payment, particularly the payment of an agreed advance in time and in the proper way. If the delivery period is interrupted because of the behaviour of the customer, we will be entitled to establish new, appropriate delivery periods by notifying the customer. If this is not the case, the delivery period will be extended for an appropriate period of time. This will not apply where we are responsible for the delay.
3. The delivery periods will be observed:
 - with owed installation with readiness for acceptance of performance;
 - with the obligation of performance at the habitual residence of the customer with delivery to the place of business of the customer;
 - in other cases where delivery items have left the factory or where the goods are notified as being ready for dispatch ("ex works").
4. The periods and deadlines stated by us will not be fixed deadlines in the absence of other written agreements.
5. Delays in delivery or performance which are not our fault such as force majeure or events which make it considerably more difficult or impossible for us to make delivery or provide the owed services for more than a temporary period of time, including strikes, lockouts, official directives (even if they are at the premises of our suppliers or their suppliers), will entitle us, even in the case of contractually agreed periods and deadlines, to defer delivery or provision of the service by the period of the impediment plus an appropriate preceding period and to withdraw from all or part of the contract on account of the unfulfilled part. We will inform the customer of the beginning and end of such impediments as soon as possible.
6. The customer will be able to withdraw from the contract without notice if total performance becomes permanently impossible for us prior to the passage of risk. The customer will also be able to withdraw from the contract if the execution of some parts of the ordered goods becomes permanently impossible and he has a legitimate interest in refusing part delivery. If this is not the case, the customer will have to pay the contract price which applies to the part delivery. The same will apply to our inability to perform. At any rate, s. 10 will apply. If the impossibility of performance or the inability to perform occurs during a delay in acceptance or if the customer is solely or to a large extent responsible for these circumstances, he will be obliged to effect counter-performance.
7. The customer is to take delivery of the goods, even if they have minor defects. We will be entitled to make part deliveries and to render part performance where this is not unacceptable to the customer.
8. If the customer is in default of acceptance or is culpable of failing to honour other obligations of co-operation, we will, subject to all other rights, be entitled to set him an appropriate subsequent period of time, to dispose of the article in some other way after the expiry of this period, to make delivery to the customer within an appropriate subsequent period of time and to demand to be compensated for any loss which we have suffered as a result of this, including any additional expenditure. We will be entitled to demand a set amount of compensation for delayed performance of 0.5% per month from the end of the period, up to a maximum of 10% of the gross invoice amount. The customer will have the right to prove that no loss or a smaller loss has arisen as a result of his delay or failure to honour his obligations of co-operation. We will reserve the right to claim a higher amount of compensation.
9. Where the conditions mentioned in point 8 are met, the risk of the accidental destruction or the accidental deterioration of the contractually owed goods will pass to the customer as soon as he is in default of acceptance or in default as a debtor.
10. Claims of the customer for compensation for default and claims for compensation for non-fulfilment as a result of delay or impossibility which is our fault will be confined to a set amount of compensation for default. For every full month of delay, the compensation will amount to 0.5% of that part of the total delivery which is not

able to be used in time or in accordance with the contract as a result of the delay or impossibility, up to a maximum of 5% of the amount. Claims for compensation which go beyond the above limit will be excluded in all cases of delay or impossibility, even after the end of any subsequent period set by us. This will not apply if there is necessarily liability in cases of intent or gross negligence by virtue of the law.

If the customer sets us an appropriate period for performance in writing after the due date, taking into account the legal exceptions, and this period is not observed, the customer will be entitled to rescission within the context of the statutory regulations. It is possible to dispense with the setting of a period if performance is seriously refused, if a fixed-date transaction is agreed (ss. 376 HGB, 323 II no. 2 BGB) or if there are particular circumstances which justify immediate rescission while bearing in mind the interests of both parties.

Other claims arising from delays in delivery and performance will be able to be determined purely on the basis of s. 10.

11. The kind of transport, the transport route as well as the nature and extent of the protection required and the choice of haulage company or freight carrier and also the packaging will be a matter of our choice. This will be effected at our discretion and with due diligence. At the request of the customer and at his own cost, the sending of goods by us will be insured against theft, breakage and damage caused by transport, fire and water as well as other insurable risks.

7 Installation

1. If installation is agreed by us, the customer will have to ensure the unhindered installation of all goods to be supplied to us and unhindered access to the object in respect of which the service of installation is to be provided.
2. If the supply of installation instructions is agreed and the customer receives defective installation instructions, we will only be obliged to deliver installation instructions which are free from defect if this defect would be such as to oppose proper installation. Other warranty obligations on account of defective installation instructions will be excluded with regard to the customer, if statutory provisions do not necessarily oppose this.
3. Where necessary and where the risk has not already passed (s. 8), the customer will keep goods which have already been supplied without any remuneration and with the care of a good businessman.

8 Passage of risk

1. The risk will pass to the customer as soon as the consignment is given to the person carrying out the transportation or has left our stores or the stores of our supplier (in the case of transfer orders) for the purposes of dispatch or transportation and even when part deliveries are made. This will apply regardless of whether transportation or dispatch is effected by us or on our behalf or by the customer or an agent of our customer. If dispatch is delayed at the request of the customer, the risk will pass to him with notification of readiness for dispatch by us.
2. If we promise freight-paid delivery or door delivery, we will assume the amount of the transport costs mentioned in s. 3, but will not bear the risk of transport to the place of destination. The above number 1 will apply to the passage of risk.
3. Without prejudice to his warranty rights, the customer is to take delivery of the goods supplied, even if they have minor defects.

9 Liability for defects / Warranty

The order will be carried out to the usual commercial standard in accordance with the general state of technology and within the technically required tolerances for materials and processes. On the passage of risk, we will provide the warranty below for redhibitory and legal defects of goods and services, with the exception of other claims, subject to s. 10. Warranties for second-hand goods are excluded.

1. Claims for defects require that the customer properly honour the obligations of examination and the making of complaints about defects which he owes in accordance with s. 377 HGB. The customer is to examine the objects delivered immediately after delivery with the thoroughness which is reasonable in the circumstances. The requirement for liability for defect is that there must be a not inconsiderable defect. If a defect is externally discernible on delivery (loss/substantial damage), this is to be recorded in a confirmation of receipt which is to be signed by the customer and the deliverer. In the case of the delivery of solar modules, the customer is to check at least 10 percent of the delivery for breakage, where relevant while opening the packaging, and complain in writing **within 3 working days**. Complaints regarding all defects which are able to be established are to be made in writing without delay, but no later than **within 7 working days** of delivery. Of decisive importance is the date of the receipt by us of the written complaint.

Complaints regarding defects which are not able to be discovered within this period even with the most careful examination are to be made immediately after discovery with the immediate cessation of any processing, while bearing in mind the statutory regulations. The obligation to complain about defects will also apply to business relationships which do not have a foundation in business law, but which are e.g. to be assessed in accordance with the law governing contracts for works and services and agency business, etc.). If a notice of defect is not made within the correct period of time, the assertion of warranty claims by the customer will be excluded. He will have the full burden of proof with regard to all claim requirements, particularly the defect itself, the time of the establishment of the defect and the timeliness of the complaint regarding the defect.

2. In the event of a justified and timely notice of a defect, we will honour our warranty by making remedial repairs or replacement delivery (subsequent fulfilment), depending on our choice. Parts which we replace will become our property.
3. To ensure that we can make any remedial repairs or replacement deliveries which appear necessary to us, the customer must after notification give us the necessary time and opportunity, otherwise we will be released from liability for the consequences of this.
4. Of the direct costs which result from the remedial repairs or replacement deliveries, we will only bear the costs of replacement parts, including delivery costs, provided that the complaint is found to be justified. We will not bear any other costs; in particular, we will not bear the costs of removal and fitting or the costs of the possibly necessary provision of the required fitters and auxiliary staff, including ferry costs. If subsequent fulfilment ultimately fails, the customer will in principle be able to demand a reduction in payment or the rescission of the contract, depending on his choice. However, in the case of a minor contravention of the contract, particularly in the case of minor defects, the customer will not have any right of rescission. If the customer chooses to rescind the contract after failed subsequent fulfilment, he will not be entitled to any compensation for defects. If the customer chooses compensation after failed fulfilment, the goods will remain with the customer, if this is acceptable to him. The compensation will be confined to the difference between the purchase price and the value of the defective subject matter. This will not apply if the contravention of the contract is the result of malice.
5. If the customer does not immediately give us an opportunity to convince ourselves of the defect, particularly if he does not make the subject matter of the contract about which he is complaining or samples of it available on request without delay, all warranty claims will cease to apply.
6. Without prejudice to these provisions, any other claims of the customer arising from product liability will remain.
7. If warranty obligations regarding the quality of the goods forming the subject of the contract are assumed as a result of conditions laid down by our suppliers/manufacturers, also with regard to the period of the warranty, we will not be directly committed as a result of these. As a result of such promises, our customers will only have such rights with regard to the user of these conditions (supplier or manufacturer) as we have assigned to them at their request, where legally permissible. At any rate, s. 2 para. 5 will apply.
8. No warranty will in particular be assumed in the following cases:
Unsuitable or incorrect use, faulty installation or commissioning by the customer or third party, natural wear and tear, incorrect or negligent handling, incorrect maintenance, unsuitable operating material, faulty building work, unsuitable building land or attachment (sub)structures, chemical, electrochemical, magnetic or electrical influences (in particular, lightning and excess voltages), where they are not our fault.
9. If the customer or a third party carries out remedial repairs in an incorrect way, we will not be liable and nor we will be liable in the case of changes to goods supplied by us or services provided by us without our agreement.
10. If the use of the supplied goods results in an infringement of industrial property rights or copyright in Germany, we will at our own cost grant the customer the right to further use or will modify the supplied goods in a way which is acceptable to the customer, so that the infringement of the industrial property rights no longer exists. If this is not possible subject to economically appropriate conditions and within an appropriate period of time, the customer will be entitled to withdraw from the contract. Under the above conditions, we will have the right to withdraw from the contract.
We will also release the customer from undisputed or legally established claims of the relevant holder of the property rights.
11. For our part, the obligations in number 10 will be final, subject to our liability according to s. 12 in the event of the infringement of property rights or copyright. The obligations will only exist if:
 - the customer informs us of the reported infringements of the property rights and copyright without delay;
 - the customer provides us with appropriate assistance to defend ourselves against claims brought or will make it possible for us to make modifications in accordance with number 10;
 - we will reserve the right to take any necessary action to defend ourselves, including out-of-court

settlements;

- the legal defect will not be based on the instructions of the customer; and
- the violation of the law will not be the result of the fact that the customer has changed the delivered articles of his own accord or has used the delivered articles in a way which is contrary to the contract.

10 General restriction of liability

1. If the goods delivered by us are not able to be used by the customer in accordance with the contract for a reason which is our fault because of a failure to implement or because of the defective implementing of suggestions and recommendations made before or after the completion of the contract or as a result of the violation of other contractual subsidiary obligations, particularly instructions for operating and maintaining the delivered goods, the regulations contained in ss. 9 and 10 para. 2 will apply accordingly, with the exception of other claims of the client.
2. If nothing else is apparent from what follows, other claims of the customer for any legal reason will be excluded. This will particularly apply to losses outside of the subject matter of the purchase as well as claims for compensation for lost profit. In the case of losses which have not arisen with regard to the goods supplied, we will only be liable for:
 - a) intent;
 - b) gross negligence of the owners/organs/managerial staff of the company;
 - c) culpable injury to life, body or health;
 - d) defects which we have fraudulently concealed or whose absence we have guaranteed;
 - e) defects of the delivered goods, where there is liability for personal injury and damage to property in the case of privately used objects according to the Product Liability Act;
 - f) culpable violation of fundamental contractual obligations. We are then also liable in the case of the gross negligence of non-managerial employees and in the case of slight negligence confined to damage which is typically found in contracts and which is reasonably foreseeable.

If we are not guilty of any intentional contractual violation, liability will be confined to foreseeable, typically occurring damage. If liability is excluded with regard to us, this will also apply to the liability for personal injury on the part of our staff, workers, colleagues, representatives and vicarious agents. Other claims will be excluded.

If delivery is impossible, the customer will be entitled to demand compensation subject to the provision contained in s. 6 number 10. However, this compensation will be confined to 10% of the value of that part of the delivery which cannot be used for the intended purpose because of impossibility. This restriction will not apply if there is compulsorily liability in the case of intent or gross negligence or because of culpable injury to body, life or health.

11 Limitation

1. All claims of the customer, regardless of the reason, will be subject to a limitation period of 12 months. This will also apply to defects of structures or goods supplied by us which are used for structures in accordance with their usual manner of use and which have caused its defectiveness. The statutory periods will apply to the claims for compensation mentioned in s. 10.
2. The suspension of the prescriptive period for claims of the customer in negotiations will only occur if we have entered into negotiations in writing. The suspension will end three months after our last written statement.
3. The prescriptive period for a delivery claim according to ss. 478, 479 BGB will remain unaffected; it will be 5 years calculated from the delivery of the defective subject matter.
4. Remedial repairs will not result in the suspension of the prescriptive period.
5. The above restriction of the statutory regulation will not apply to claims for injury to life, body or health and will in the case of damage to other objects of legal protection be able to be excluded or restricted only in the case of simple negligence.

12 Use of software

1. If the delivery of software is also one of our performance obligations, the customer will be granted a non-exclusive right to use the supplied software, including its documentation. Its use will be allowed on the supplied object for which it is intended. Use of the software on more than one system is prohibited.
2. The customer may only reproduce, revise, translate or convert software from the object code to the source code to a legally permissible extent (s. 69 a ff. Copyright Act). The customer will be obliged not to

remove details of manufacturers, particularly copyright and stamps, or to alter them without our prior express agreement.

3. All other rights to the software and the documentation, including copies, will remain with us as well as the software supplier. The granting of sublicences will not be permissible.
4. The delivery of software will not include its installation, unless some other agreement has been concluded.

13 Applicable law/place of jurisdiction

1. Only the law of the Federal Republic of Germany which is of decisive importance for determining legal relationships between its citizens will apply to these Terms and Conditions and all legal relations between the customer and ourselves. The provisions of UN purchasing law will not apply.
2. The sole place of jurisdiction for all disputes which directly or indirectly arise from this contractual relationship will be Coburg. However, we will also be entitled to bring an action against a customer at his general place of jurisdiction.

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