

General Terms of Business,
Delivery and Assembly Conditions

Fagus-GreCon Greten GmbH & Co. KG

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These General Terms of Business are only applicable with respect to:

- a. natural persons and juristic persons who upon conclusion of the contract perform their commercial and/or independent professional activity and
- b. juristic persons under public law or publicly legal separate assets.

These general Terms of Business and assembly conditions are applicable subject to other express, written agreements individual to the contract. In the absence of any other express, written agreements individual to the contract, Fagus-GreCon will not be responsible for ensuring that the hardware or software of the delivery product is compatible with existing installation parts of the customer or for providing consultation for the new equipment or for any other reason. The suitability and usability of the delivery product for the customer. Solely the contractual text of these General Terms of Business and Assembly Conditions in German shall be binding; versions of these General Terms of Business and Assembly Conditions in other languages are for illustrative purposes only. All declarations are to be submitted in German.

1. General

- 1.1. All deliveries, services and assembly work are based not only upon any written agreements individual to the contract but also upon these General Terms of Business and assembly conditions. Any deviating or supplementary purchasing, assembly conditions and/or Terms of Business of the customer shall also not become part of the contract due to the acceptance of an order by Fagus-GreCon, unless the validity thereof is expressly agreed in writing by Fagus-GreCon. In the absence of a specific agreement, a contract is validated by Fagus-GreCon's written confirmation of an order.
- 1.2. Fagus-GreCon reserves the right of ownership and copyright of samples, estimates, drawings and similar information of a material and immaterial nature also in an electronic format; access to this information must not be afforded to third parties. Fagus-GreCon is obliged not to afford third parties access to information and documents identified by the customer as confidential unless otherwise agreed by the customer.
- 1.3. Fagus-GreCon quotations are subject to alteration. Within reason, Fagus-GreCon reserves the right to undertake technical modifications and deviations in shape, colour and/or weight.
- 1.4. Contracts are only concluded by Fagus-GreCon subject to the accurate and punctual receipt of delivery from Fagus-GreCon's own suppliers. However, this only applies in the event that the late inwardly delivery or non-delivery is not the fault of Fagus-GreCon, and also in the event of congruent covering transactions between Fagus-GreCon and the Fagus-GreCon-supplier. In such cases, the customer shall be informed immediately regarding the non-availability of the delivery, the payment will be refunded without delay.
- 1.5. If the customer has his registered office outside the European Union or outside the European Economic Area, the offers and order confirmations of Fagus-GreCon shall be subject to the condition precedent of an authorization by the German Federal Office of Economics and Export Control (BAFA) as well as the granting of all additionally required official authorizations. If, at the time of the conclusion of the contract, a service of Fagus-GreCon is not subject to an export license and if such obligation arises after the issuing of the order confirmation and before delivery to the customer, Fagus-GreCon shall be entitled to withdraw from the contract; the customer shall not be entitled to claim damages in this respect.

2. Price and payment

- 2.1. In the absence of any specific agreement, the prices are calculated on an ex-works basis including loading in the factory, but excluding packaging, transport and unloading. The respective legal level of VAT is added to the prices.
- 2.2. In the absence of any specific agreement, payment is to be effected without any deduction to the Fagus-GreCon account, and furthermore:
- 2.2.1. at a level of 1/3 deposit upon receipt of the order confirmation,
- 2.2.2. then 1/3 as soon as the customer is informed that the main components are ready for despatch, the remaining sum is to be paid within one month after transfer of risk.
- 2.3. The customer is only entitled to withhold payments or to set off debts with counterclaims if their counterclaims are established in an indisputable or legally valid manner.
- 2.4. In the event of a payment default, the customer must calculate interest on the financial debt at the rate of interest set down by law. However, Fagus-GreCon reserves the right where appropriate to furnish evidence of and assert higher damages caused by default.

3. Delivery time, delay in delivery

- 3.1. The delivery time is established by the agreements reached between the contractual parties. The observance of delivery times by Fagus-GreCon is subject to the prerequisites that all commercial and technical questions are clarified between the contractual parties and the customer has fulfilled all incumbent obligations, e.g. the production of the required official certificates and/or authorisations and/or the payment of a deposit. If this is not the case, then the delivery time will be extended accordingly. This does not apply if Fagus-GreCon is responsible for the delay.
- 3.2. The observance of the delivery deadline is subject to the accurate and punctual inwardly delivery of goods. The supplier shall provide notification as soon as possible of any delays which become apparent.
- 3.3. The delivery deadline is met if the delivery product has been despatched from the Fagus-GreCon-factory by the date of expiry of said deadline or if an announcement is made indicating that the goods are ready for despatch. Where it is necessary to carry out an acceptance inspection, the acceptance inspection date - except in the event of justified refusal of acceptance - is definitive, alternatively a statement indicating that the delivery product is ready for the acceptance inspection.
- 3.4. Should the shipment or acceptance of the delivery product be delayed for reasons attributable to the customer, then commencing five (5) working days after notification of readiness for shipment or acceptance, the customer shall be charged liquidated damages equal to 0.5% of the net invoice value for each commenced week of delay, up to a total maximum of 10% of the net invoice value. The right to assert any further claims for damages remains unaffected; the aforementioned liquidated damages shall be offset accordingly. The Buyer shall be entitled to prove that no damage or a significantly lower damage has been incurred.
- 3.5. If the shipment or the acceptance inspection of the delivery product is delayed for reasons attributable to the customer, then the customer shall bear the costs arising from the delay commencing five business days after the announcement indicating that the goods are ready for dispatch or the acceptance inspection.
- 3.6. The customer is able to withdraw from the contract without setting a deadline if Fagus-GreCon is unable to fulfil the service prior to the transfer of risk. Furthermore, the customer is able to withdraw from the contract if in the case of an order it is not possible to execute a part of the delivery and if the customer has a justified interest in refusing the partial delivery. If this is not the case, then the customer must pay the contractual price allocated to the partial delivery. The same applies in the event of incapacity on the part of Fagus-GreCon, Section 7.2 also applies. Should this incapacity arise during the acceptance and/or inspection period, Fagus-GreCon is solely or primarily responsible for these circumstances, then the customer remains obliged to effect payment of the valuable consideration.
- 3.7. If Fagus-GreCon defaults and as a result the customer incurs damages, then the customer is entitled to demand a flat-rate payment to compensate for the default. For each full week of the delay, this amounts to 0.5 %, in total, however a maximum of 5 % of the value of the particular part of the overall delivery which as a result of the delay cannot be used at the correct time and under the terms set down in the contract. If - under consideration of exceptions laid down by law - the customer states Fagus-GreCon after the due date an appropriate deadline to provide a service and if the deadline is not observed, then the customer is entitled to withdraw from the contract within the scope of legal directives. Any further claims arising from a delay in delivery are determined exclusively in accordance with Section 7 of these conditions.

4. Transfer of risk, acceptance inspection

- 4.1. The risk is transferred to the customer, when the delivery product has left the factory and also when partial deliveries are effected or Fagus-GreCon has taken on other services, e.g. shipping costs or delivery and assembly. Where an inspection has to be carried out, this is decisive with respect to the transfer of risk. The inspection must be carried out immediately at the time of acceptance inspection, alternatively after the Fagus-GreCon announcement indicating that the delivery product is ready for the acceptance inspection. The customer must not refuse the acceptance unless there is a significant deficiency.
- 4.2. If the shipment or acceptance inspection is delayed or not carried out as a result of circumstances not attributable to Fagus-GreCon, the risk is transferred to the customer from the date of the announcement that the goods are ready for shipment or for inspection period. Fagus-GreCon is obliged to take out insurance policies at the cost of the customer if any work required.
- 4.3. Partial deliveries are permitted where deemed reasonable for the customer.

5. Reservation of proprietary rights

- 5.1. Fagus-GreCon reserves the right to ownership of the delivery product until all payments arising from the delivery contract have been received and all outstanding demands arising from the on-going business relationship have been met. Any material and/or inspection work required has to be carried out regularly by the customer at their own cost and the customer must treat the delivery product with due care and attention.
- 5.2. The customer is entitled to sell on the delivery product in the ordinary course of business but is not entitled to pledge or to transfer ownership thereof to third parties for the provision of security. The customer shall be obliged to inform Fagus-GreCon of any payments to the amount of the value of the invoice which the customer has accrued by the sale of the delivery products to third parties. Fagus-GreCon hereby assumes the assignment. According to this assignment, the customer initially remains authorised to collect the payment. However, Fagus-GreCon reserves the right to collect payment themselves, as soon as the customer does not duly fulfil their payment obligations with respect to Fagus-GreCon and falls into arrears.
- 5.3. Any machining and/or processing by the customer is always only performed in the name of and on behalf of Fagus-GreCon until settlement of all outstanding payments by Fagus-GreCon to the

customer, wherein any liability of the customer arising from or on the basis of such machining and/or processing in the legal relationship with any participating third parties remains exclusively with the customer, where it is legally possible to exclude any direct liability on the part of Fagus-GreCon. If processing is performed using objects not belonging to Fagus-GreCon, then Fagus-GreCon acquires joint ownership of the new object for a ratio of the value of the Fagus-GreCon-supplied delivery product with respect to the other processed products. The same applies if the delivery product is mixed with other products which do not belong to Fagus-GreCon.

- 5.4. Fagus-GreCon is entitled to insure the delivery product at the cost of the customer to protect against theft, breakage, fire, water and other damage, unless the customer themselves can furnish evidence that the insurance policy has been taken out.
- 5.5. The customer must not pledge the delivery product or transfer the ownership thereof for the provision of security. Any seizure and confiscation or other order by third parties must be reported immediately to Fagus-GreCon by the customer; the same applies to the change of ownership of the goods and when the residence and the customer's registered office of business changes.
- 5.6. If the customer contravenes the contractual agreement, in particular in the event of payment default, Fagus-GreCon is entitled to take back the delivery product after the default has occurred and the customer is obliged to surrender possession thereof.
- 5.7. On the basis of the reservation of proprietary rights, Fagus-GreCon is only able to reclaim the delivery product, if Fagus-GreCon has withdrawn from the contract beforehand.
- 5.8. The request to open insolvency proceedings entitles Fagus-GreCon to withdraw from the contract and to demand the immediate return of the delivery product.

6. Guarantee and Claims for Defects

- 6.1. The customer must report obvious defects in writing within two weeks of receipt of the goods; otherwise the assertion of the claim for damages under the guarantee is excluded. However, the customer bears the full burden of proof for all claim requirements, particularly for the defect itself, for the point in time of the determination of the defect and for the promptness of the notification of defects.
- 6.2. Fagus-GreCon compensates for defects of goods by improvement or replacement, initially at Fagus-GreCon's discretion.
- 6.3. If the customer chooses to withdraw from the agreement due to a defect in title or quality following a failed attempt to remedy the defect, he is entitled to no further claim for damages relating to the defect. This does not apply if the damage is as a result of: willful and knowing neglect of duty on the part of Fagus-GreCon, gross negligence of the owner/branch divisions/the legal representatives or executives, injury to life, body and health owing to negligence, an infringement of the warranty statement or fraud. Circumstances on account of which liability is automatically laid down according to the product liability law, or the infringement of important contractual obligations (cardinal obligations). Furthermore Paragraph 7 of these conditions applies.
- 6.4. If the customer chooses to claim for damages, following a failed attempt to remedy the defect, the goods shall remain with the customer, if this is reasonable for him. The damage claim, insofar as it is not excluded under these General Terms of Business, is restricted to the difference between the purchase price and the value of the defect goods. This does not apply if the damage relates to malicious breach of contract on the part of Fagus-GreCon.
- 6.5. For defects in quality and in title of the delivery excluding further claims - subject to Section 7 - Fagus-GreCon provides the following guarantee:
- 6.6. Defects in quality
- 6.6.1. All of those parts, which as a result of a situation prior to the transfer of risk turn out to be deficient, are to be improved free of charge or are to be replaced without any deficiencies according to the discretion of Fagus-GreCon. Fagus-GreCon is to be informed immediately in writing when such deficiencies are established. Replaced parts become the property of Fagus-GreCon.
- 6.6.2. Within the scope of the legal directives, the customer has a right to withdraw from the contract, if - under consideration of exceptions laid down by law - Fagus-GreCon simply allows a corresponding deadline to pass which has been set for improving the products or for providing a replacement delivery arising from a defect in quality. If the deficiency in quality is not significant, then the customer only has the right to reduce the contractual price. In other circumstances, there is no right to reduce the contractual price.
- 6.6.3. Further claims are determined according to Section 7.2 of these conditions.
- 6.6.4. No responsibility is accepted in particular for the following cases: unsuitable or incorrect usage, erroneous or negligent treatment, incorrect maintenance, unsuitable operating media, deficiencies in construction work, unsuitable foundation, chemical, electro-chemical or electrical influences, corrosion, erosion, pitting and damage to seals and/or moving parts, insofar as such damage is associated with chemical and/or mechanical loading or the natural ageing process of the parts used - unless they are the responsibility of the supplier.
- 6.6.5. If the customer or a third party does not improve the products appropriately, there is no liability on the part of Fagus-GreCon for the consequences arising therefrom. The same applies to any modifications to the delivery product undertaken without the prior agreement of Fagus-GreCon.
- 6.7. Defects in title
- 6.7.1. If the use of the delivery product leads to the infringement of commercial protective rights or copyright on a domestic level, Fagus-GreCon will, at their own costs, acquire for the customer in essence the right for further usage or will modify the delivery product in a manner deemed reasonable for the customer, such that protective rights are no longer infringed. If this is not possible with respect to economically appropriate conditions or within an appropriate time period, the customer is entitled to withdraw from the contract. Under the stated conditions, Fagus-GreCon also has a right to withdraw from the contract. Furthermore, Fagus-GreCon is not bound by particular instructions undisputed or legally established claims made by the relevant proprietors of the protective rights.
- 6.7.2. The obligations of Fagus-GreCon as set forth in Section 6.5.1 are concluding subject to Section 7.4 in the event of an infringement of protective rights or copyright and are applicable only if
- 6.7.2.1. the customer informs Fagus-GreCon immediately of any asserted infringements of protective rights or copyright,
- 6.7.2.2. the customer supports Fagus-GreCon in the appropriate manner in defending the asserted claims or allows Fagus-GreCon to carry out the modifications in accordance with Section 6.5.1,
- 6.7.2.3. Fagus-GreCon decides on all of the defensive measures to be undertaken including out-of-court settlements,
- 6.7.2.4. the defect in title is not based upon an instruction by the customer, and
- 6.7.2.5. the legal infringement is not caused by virtue of the fact that the customer has altered the delivery product without proper authority or has used it in a manner not agreed within the scope of the contract.

7. Liability on the part of Fagus-GreCon, exclusions to liability

- 7.1. If the customer is not able to use the delivery product as per the contractual agreement owing to a failing on the part of Fagus-GreCon as a result of the failure to act or failure to act correctly on proposals or consultation undertaken before or after the conclusion of the contract or as a result of an infringement of other contractual obligations, in particular of the obligation of delivery, operation and maintenance of the delivery product, then the regulations of Sections 6 and 7.4 apply accordingly with the exclusion of further claims by the customer.
- 7.2. Upon consultation with Fagus-GreCon, the customer has to provide the required time and opportunity to undertake all of the improvements and replacement deliveries deemed necessary by Fagus-GreCon; otherwise Fagus-GreCon is released from the liability for the consequences arising therefrom. Only in serious cases where operational security is at risk or for the purpose of defending against excessive damages, wherein Fagus-GreCon is to be informed immediately, does the customer have the right to resolve the deficiency themselves or to achieve this using third parties and to demand from Fagus-GreCon reimbursement of the costs incurred.
- 7.3. Of the direct costs arising from the improvements carried out or the replacement delivery, Fagus-GreCon shall bear the costs of the replacement including shipment if the complaint turns out to be justified. Fagus-GreCon shall also bear the costs of the removal and installation and the costs for the necessary provision of fitters and support teams including travel costs within the bounds of necessity and insofar as the improvement is not unreasonable for Fagus-GreCon.
- 7.4. For damages which have not occurred directly on the delivery and/or assembly product itself Fagus-GreCon shall bear no liability - whatever the legal reasons - in the following cases
- 7.4.1. intent,
- 7.4.2. gross negligence of the owners / branch divisions or executives,
- 7.4.3. injury to life, body, health owing to negligence,
- 7.4.4. deficiencies which Fagus-GreCon has malevolently concealed or which Fagus-GreCon has guaranteed should not exist,
- 7.4.5. deficiencies in the delivery product, insofar as liability is assumed according to product liability law for personal and material damages to privately utilised objects; however, for the culpable infringement of fundamental contractual obligations Fagus-GreCon shall - even in the case of gross negligence of non-executives and in the event of inconsequential negligence - in the case of culpable infringement of important contractual obligations (cardinal obligations) - only take responsibility in these cases limited to the damage which is deemed to be within the scope of the contract and can reasonably be predicted.
- 7.5. Unless the compulsory legal liability of Fagus-GreCon is prescribed, this liability on the part of Fagus-GreCon is not applicable, if the customer infringes subsequently cited obligations. The functional capability of installations supplied by Fagus-GreCon must be checked regularly at the time intervals listed in the works logbook and according to the specified method. These checking procedures, such as e.g. actuation of external test points or notational failures and other technical occurrences are to be recorded immediately in the works logbook detailing the precise time. Unless infringed by the customer, any claims on the part of the customer - notwithstanding and subject to the terms in Section 7.4 - are excluded if damage or an event is associated with such circumstances which are linked or can be linked upon routine inspection of the delivery product and documentation of specific technical occurrences which have to be documented. The customer's claims against Fagus-GreCon shall also be excluded - without prejudice and subject to the provisions of Section 7.4 - where maintenance of the system supplied by Fagus-GreCon has not been carried out by Fagus-GreCon or has been conducted by a third party not nominated by Fagus-GreCon; this shall not apply if, following maintenance by a third party not nominated by Fagus-GreCon, maintenance of the system has been carried out by Fagus-GreCon or a third party nominated by Fagus-GreCon.
- 7.6. With regard to all liability for damages on the part of Fagus-GreCon, with the exception of the liability for damages as per section 7.4, which shall remain unchanged, the following shall apply: Fagus-GreCon has a liability insurance policy. As long as and insofar as this contract of insurance covers (also in terms of the current insured sum) the risk of damages deemed to be within the scope of the contract (also in terms of the level of the liability of Fagus-GreCon - taking into account the typical provisions under Item 7 - is restricted to performance arising from the insurance policy. In relation to the performance owed from the contract of insurance, should the liability insurer be exempt from performance for reasons concerning Fagus-GreCon, Fagus-GreCon shall bear subsidiary liability but this will be subject to the restrictions referred to above, in particular section 7.4.

8. Utilisation of software

The following terms also apply in addition to the above terms:

- 8.1. Where software is included in the scope of the delivery, the customer is afforded a non-exclusive right to utilise the supplied software together with the associated documentation. The software is provided for use with the specific delivery product. It is forbidden to use the software on more than one system.
- 8.2. The customer is only allowed to copy, revise, translate or convert the software from object code to source code (as legally permitted pursuant to §§ 69 a, ff. UrhG) (copyright law). The customer is obliged not remove any references to the manufacturer - in particular copyright symbols - and not to modify them without the prior express agreement of Fagus-GreCon.
- 8.3. All other rights to the software and the documentation including the copies belong to Fagus-GreCon or the software provider. The granting of sub-licenses is not permitted.

9. Assembly conditions

The following terms also apply in addition to the above terms:

- 9.1. Assembly price
- 9.1.1. The assembly price is calculated on a time basis in accordance with Fagus-GreCon assembly rates valid at that time, unless a flat-rate price is expressly agreed.
- 9.1.2. The agreed sums do not include VAT which is also to be paid by Fagus-GreCon at the level prescribed by law.
- 9.2. Cooperation of the customer
- 9.2.1. The customer has to support at their own cost the assembly staff during the assembly process.
- 9.2.2. The customer must take the specific measures required to ensure the protection of persons and material assets at the assembly location. The customer must also inform the head of the assembly team about any specific safety directives in place, where these are significant to the assembly staff. The customer is to inform the assembly contractor of any contraventions of such safety directives committed by the assembly staff. For serious contraventions, the customer is entitled to refuse the offending party entry to the assembly site upon consultation with the head of the assembly team.
- 9.3. Technical assistance provided by the customer
- 9.3.1. The customer is obliged at their own cost to provide technical assistance, in particular: to provide the necessary appropriate support team (bricklayers, carpenters, locksmiths and other qualified tradesmen, odd-jobs) in the required number for the assembly process and for the required period of time; the support team must adhere to the instructions provided by the head of the assembly team; Fagus-GreCon shall not accept any responsibility for the support team. If the support team causes a problem or damage as a result of instructions provided by the head of the assembly team, then Section 7 and Section 8 apply.
- 9.3.1.2. to undertake all groundwork, construction, bedding and scaffolding work including the procurement of the necessary building materials.
- 9.3.1.3. to provide the required apparatus and heavy tools (e.g. lifting tools, compressors, portable forges) and the required commodities and materials (e.g. scaffold timbers, wedges, bases, cement, plaster and sealing material, lubricants, fuel, drive cables and belts).
- 9.3.1.4. to provide heating, lighting, power, including the necessary connections.
- 9.3.1.5. to provide the necessary, dry and lockable rooms for storing the tools of the assembly staff.
- 9.3.1.6. to transport the assembly parts to the assembly location, to protect the assembly site and materials against damage of any type, to clean the assembly site.
- 9.3.1.7. to provide suitable, secure sitting rooms and working rooms (with heating, lighting and washing and sanitary facilities) and First Aid for the assembly staff.
- 9.3.1.8. to provide the materials and to undertake all other activities required for regulating the product to be assembled and to carry out a trial as provided under the terms of the contract.
- 9.3.2. The technical assistance provided by the customer must ensure that the assembly procedure can be correctly executed immediately after the arrival of the assembly staff and can be performed without delay up to the point of acceptance by the customer. The customer is to make available at the appropriate time any particular spaces or instructions for Fagus-GreCon where required.
- 9.3.3. If the customer does not fulfil their obligations, then after the setting of a deadline, Fagus-GreCon is entitled but not obliged to carry out the activities, which the customer is obliged to carry out, in place of and at cost to the customer. Furthermore, Fagus-GreCon reserves the right to any legal rights and claims.
- 9.3.4. Spark detection and/or extinguishing systems are components of the protected installations and/or technical apparatus; they are not and also do not become a part of the building as a result of their installation.
- 9.4. Deadline for the assembly, delay to the assembly
- 9.4.1. The deadline for the assembly is deemed to be met if by the date of expiry of the deadline the assembly is ready for acceptance inspection by the customer, where a trial is to be performed under the terms of the contract.
- 9.4.2. If the assembly is delayed due to measures relating to employment disputes, in particular strikes and lockouts, and due to circumstances outside the control of Fagus-GreCon, then an appropriate extension of the assembly deadline comes into effect where such problems are shown to influence the completion of the assembly process significantly; this also applies if such circumstances occur after Fagus-GreCon has defaulted.
- 9.4.3. If the customer incurs damages as a result of a default by Fagus-GreCon, then the customer is entitled to demand a flat-rate payment as compensation for the default. For each full week of delay, this amounts to 0.5 %, in total, however a maximum of 5 % of the assembly price for the particular part of the installation to be assembled by the assembly contractor, which part cannot be utilised at the right time as a result of the delay.

If - under consideration of the exceptions laid down by law - the customer states Fagus-GreCon after the due date an appropriate deadline to provide a service and if the deadline is not observed, then the customer is entitled to withdraw from the contract within the scope of the legal directives.

Further claims arising from default are determined exclusively according to Section 7.4 of these conditions.

10. Inspection/official acceptance

- 9.5. The customer is obliged to inspect the assembly as soon as the customer has been informed of its completion and a trial of the assembled product is set forth under the terms of the contract has taken place. If the customer does not carry out the inspection, then the customer is obliged to accept the assembly product. This does not apply if the deficiency is not significant to the interests of the customer or is based upon a situation which is attributable to the customer. If the deficiency is not significant, then the customer is not able to refuse the official acceptance.
- 9.5.2. If the acceptance inspection is delayed through no fault of Fagus-GreCon, then the official acceptance is deemed to have taken place after a period of two weeks after notice of completion of the assembly process.
- 9.5.3. The official acceptance discharges Fagus-GreCon of any responsibility for recognisable deficiencies, unless the customer has reserved the right to assert a specific deficiency.
- 9.6. Warranty claims
- 9.6.1. Upon official acceptance of the assembly, Fagus-GreCon shall take responsibility for deficiencies in the assembly excluding all other claims by the customer notwithstanding No. 9.5.5 hereinabove and Section 7.4 such that it is the responsibility of the customer to resolve these deficiencies. The customer must inform Fagus-GreCon immediately of any deficiency which has been discovered.
- 9.6.2. Fagus-GreCon shall not be held responsible if the deficiency is not significant to the interests of the customer or is based upon a situation which is attributable to the customer.
- 9.6.3. For any modifications or commissioning work undertaken by the customer or third parties contrary to due procedure without authorisation by Fagus-GreCon, Fagus-GreCon shall not be held liable for the consequences arising therefrom. Only in serious cases of a risk to operational security and for the purpose of defending against excessive damages, wherein Fagus-GreCon is to be informed immediately, or if Fagus-GreCon has allowed an appropriate deadline to pass which has been set by the customer to resolve a deficiency, does the customer have the right to resolve the deficiency themselves or to use third parties to do so and also have the right to demand from Fagus-GreCon the reimbursement of the costs incurred.
- 9.6.4. Of the direct costs incurred as a result of resolving a deficiency, Fagus-GreCon shall bear the costs of the replacement part including shipment if the complaint turns out to be justified. Fagus-GreCon will also bear the costs of the removal and installation and the costs for the necessary provision of fitters and support teams including travel costs, unless this constitutes a disproportionate financial burden on the part of Fagus-GreCon.
- 9.6.5. If - under consideration of the exceptions laid down by law - Fagus-GreCon simply allows an appropriate deadline set for the removal of the deficiency to pass, then within the scope of the legal directives the customer has a right to a reduction in price. The customer's right to a reduction in price also applies in other cases where there is a failure to eliminate the deficiency. Only when the assembly can be shown to be of no interest to the customer despite the reduction in price, is the customer able to withdraw from the contract.
- 9.7. Compensation provision by the customer
- 9.7.1. If through no fault of Fagus-GreCon the apparatus or tools supplied by Fagus-GreCon are damaged at the assembly site or they are lost through no fault of Fagus-GreCon, then the customer is obliged to compensate for these damages. Damages which are caused by normal wear and tear are excluded.

10. Statutory limitation

- 10.1. The statutory limitation period for all contractual claims by the customer due to defects shall be 1 year from commissioning for new delivery products, up to a maximum of 18 months from delivery, for all other cases for used delivery products. The applicability of the statutory provision that the statute of limitations for recourse claims of the intermediary against its supplier due to a defect in a newly manufactured item shall commence at the earliest two months after the date on which the intermediary has fulfilled the claims for defects asserted against it by its contractual partner (section 445 to 429 BGB) shall be excluded. The provisions of the preceding sentences shall not apply to claims for damages resulting from injury to life, body or health and for damages resulting from an intentional or grossly negligent breach of duty; such claims for damages are subject to the statutory statute of limitations.

11. Applicable law, place of jurisdiction

- 11.1. For all legal relationships between Fagus-GreCon and the customer, the law of the Federal Republic of Germany which is definitive for the legal relationships between parties within the country applies exclusively; the provisions of the UN Purchasing Law are not applicable.
- 11.2. The place of jurisdiction is the court competent for the registered office of Fagus-GreCon. However, Fagus-GreCon is entitled if they so wish to initiate legal proceedings at the court competent in the area in which the customer's headquarters are situated.