

General Terms and Conditions of Sale and Service

of the companies

Berghof GmbH

Berghof Automation GmbH

Berghof Products + Instruments GmbH

Berghof Fluoroplastic Technology GmbH

Berghof Membrane Technology GmbH

valid as of: **January 2018**

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The following General Terms and Conditions of Sale and Service are an integral part of all our offers and order confirmations.

A. General conditions

§ 1 Scope of application

1. These general terms of supply and service apply to all our fields of activity. These general terms of supply and service therefore apply to the supply of goods, for training, for works, and particularly for installation, repair and maintenance services and other services.
2. These general terms of supply and service apply exclusively in our relationship with the customer. They also apply to all future business activities, as well as to the establishment of all business contacts to the customer, such as the assumption of contractual negotiations or the initiation of an agreement, even if they are not again explicitly agreed or no further explicit reference is made to them. The applicability of the customer's general terms for ordering and or purchasing is explicitly repudiated.
3. Any previously made agreements or previous versions of our Terms and Conditions of Sale and Service shall be revoked through these General Terms and Conditions of Sale and Service.
4. If obligations are also established in the specific case to individuals or companies, who are not intended to be a party to the agreement, this party shall also be subject to the disclaimers/limitations on liability provided for in these General Terms and Conditions of Sale and Service insofar as these General Terms and Conditions of Sale and Service are to be included in the establishment of an obligation relationship vis-à-vis the third parties. This is particularly the case, if the third parties, upon the establishment of the obligation, have knowledge of these General Terms and Conditions of Sale and Service or were previously aware of them.
5. The acceptance by the customer of our supplies and services constitutes acknowledgement of the applicability of these General Terms and Conditions of Sale and Service.

§ 2 Conclusion of agreement

1. Unless otherwise agreed, our offers are subject to change.
2. We shall only become bound by an order, if we have confirmed it in writing by way of an order confirmation, or if we commence with the execution of the order. If the customer wishes to change the order following our order confirmation, this shall require our explicit written consent.

§ 3 Delivery, scope of supply and service, service time periods

1. Delivery time details are provided according to our best judgement, but are generally subject to change. The commencement of the delivery period and the compliance with the delivery deadlines, is conditional on the customer fulfilling its duties of cooperation properly and on time, provided all the documents required and any agreed advance payments have been made. Delivery dates confirmed by us always refer to the date of the dispatch of the goods from the relevant business location of our company, or other place of delivery.
2. Our written offer or order confirmation is decisive for the scope of our delivery or service. Subsidiary agreements and amendments must be confirmed by us in writing. If our offer or our order confirmation is based on the customer's specifications (data, figures, images, drawings, weight and dimensional specifications etc.), our order confirmation shall only then be binding if these specifications were accurate. If it transpires that the order cannot be executed in accordance with the specifications of the customer, we shall be entitled to withdraw from the agreement insofar as the customer is not willing to accept our proposed workaround, and, if relevant, assume the additional costs actually incurred.
3. We are entitled to make part deliveries of all of our supplies and services. We are entitled, moreover, to use sub-contractors for the fulfilment of our contractual obligations.

4. If we ever have reason to doubt the customer's solvency, we shall be entitled to only make deliveries of goods and render services only against prepayment or a deposit. This does not affect our right to withdraw from individual agreements already concluded, if and to the extent that the customer fails to make prepayment or provide a deposit within an appropriate period of time (grace period).
5. If prepayment is agreed, the delivery shall only take place upon receipt of prepayment.
6. Unless explicitly labelled as binding, the information enclosed within our offers and order confirmations, such as drawings, weight, dimension and capacity specifications shall be regarded as approximate only. We reserve all rights in drawings, drafts or similar preparatory work.
7. We shall not be in default of our contractual performance in the event of force majeure or other extraordinary circumstances for which we are not responsible. We shall further be entitled to withdraw from the agreement, if we are already in default. We shall not be in default in the event of delays of delivery insofar as these are caused by incorrect or late deliveries from our own suppliers, for which we are not responsible. In the case of temporary impediments, the supply or service delivery supply periods shall be extended or the supply or service delivery dates shall be postponed for the period of the impediment plus reasonable lead time.
8. If we are contractually obliged to make delivery in advance of payment, we may refuse to make the delivery required of us, if, following the conclusion of the agreement, it becomes apparent that our entitlement to counter-performance claim is jeopardised through the customer's inability to pay. This is particularly the case if the counter-performance to which we are entitled is jeopardised due to the customer's poor financial situation, or if other such impediments to performance become imminent, such as export or import bans, acts of war, insolvency of sub-suppliers or absence due to sickness of essential employees.

§ 4 Price and packaging

1. Our prices are net prices and are valid "ex works" (EXW Incoterms 2010) from the relevant business location of our company, unless a contrary arrangement is agreed. In respect to services, the prices relate to performance at the agreed place of performance. When issuing an invoice, value-added tax shall be added at the relevant statutory rate.
2. The customer shall be charged the costs of packaging and the costs of shipment.
3. If a delivery period is agreed in excess of four months between the time of the confirmation of the order and the performance of the service, we shall be entitled to increase prices by way of passing the corresponding cost increases to the customer. The same applies in the event that a delivery period of less than four months was agreed, but, for reasons which the customer is responsible, our performance only takes place after four months following the confirmation of the order.
4. If we conclude an agreement in foreign currency with the customer and the Euro experiences a drop of more than 2% to our detriment due to currency fluctuations between the time of concluding the agreement and the due date of the payment, a corresponding increase of the price shall be deemed agreed.
5. The remuneration of services rendered by us shall be invoiced upon an hourly rate, based on the time actually expended – even in the event that we have previously provided a cost estimate, unless as a flat-rate payment has been agreed. The units for the time recording and the actual hourly rates are set out in our offer or our order confirmation.
6. Unless otherwise agreed, daily expenses and travel costs shall be charged separately. The customer shall pay travel and accommodation costs upon presentation of copies of the receipts, and the deduction of the input VAT amount, unless the parties have agreed an alternative arrangement prior to the travel. The actual travel costs and hourly rates are set out in our offer or our order.

§ 5 Payment conditions

1. All payments must be made without deduction, without charge to one of our bank accounts, within 30 days following the receipt of the delivery. In case of orders with a total value in excess of EUR 10,000.00, if demanded by us, 30% plus pro rata value-added tax shall be payable as a non-interest-bearing down payment.

2. In case of deliveries to customers with a registered address outside of Germany, the customer shall be duty bound to make prepayment unless a contrary arrangement is agreed. The payable amount is due 10 days following the notification of the ready for shipment.
3. If we deliver our supplies or services in separate distinct parts, we shall then be entitled to bill the corresponding portion of the payment.
4. In the event that the customer has its registered address outside of Germany, and if delivery in return for prepayment has not been contractually agreed, we shall be entitled, without any special agreement, to make our performance conditional on the provision of a documentary letter of credit for a sum equal to the gross payable price, issued by a bank or savings institution licensed within the European Union in accordance with the Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of Commerce (ICC). If we do not demand the provision of a documentary letter of credit, and if nothing is contractually agreed to the contrary, our receivable shall be payable with the receipt of the delivery or with the complete provision of our service. If we deliver our supplies or services in distinct parts, we shall then be entitled in any case to bill the corresponding portion of the payment, or to demand the provision of a documentary letter of credit for each part.
5. The customer is not entitled to perform any deductions without an explicit agreement.
6. If the customer is in default of payment, the customer must compensate us for the damages incurred as a result of the delay, particularly pay interest at the rate of 9 percentage points over the base lending rate. If the customer is more than 14 days in default with the payment of a due amount or partial amount, or the customer breaches one of its duties arising from our retention of title, or if the counter-performance to which we are entitled is jeopardised due to the poor financial circumstances of the customer, then the total remainder of all outstanding receivables shall be immediately due for payment.
7. Payment through bills of exchange or acceptance bills is only permitted if explicitly agreed, and shall then only be accepted on account of payment.
8. It is only permissible to offset undisputed claims or claims confirmed by way of a final court order (res judicata claims) against our entitlement to payments. The same applies to the exercise of any right of retention. The customer is otherwise only entitled to exercise a right of retention insofar as its counter-claim has its origin in the same contractual relationship.
9. The customer's assignment of its claims against us shall require our prior permission, which we shall only withhold for a material reason.
10. Cost estimates issued by us shall remain valid for 14 days following the date of issue.

§ 6 Customer's duties of co-operation

1. The customer must support us and our employees to a reasonable, customary extent. Insofar as we are required to deliver project-related works or services through our employees within the customer's enterprise, this support may include, if demanded by us, the provision of work rooms and work spaces with PC and telephone, the costs of which shall be borne by the customer.
2. Materials, information and data needed by us for the delivery of our services, must be made available by the customer. Data and data storage media must be technically flawless. Insofar as special statutory or company safety regulations apply, the customer must inform us of these prior to the delivery of our service.
3. The customer may not issue any instructions to our employees regarding the concrete form of the service delivery, unless instructions are necessary in connection with safety requirements and operating regulations within the customer's enterprise. Instructions on individual issues concerning the works or services deliverable by us must be issued to our nominated contact persons for the project and not to our employees entrusted with the performance of the task. We shall always be entitled to decide at our own discretion on the necessary measures within our performance obligations.

§ 7 Warranty and general liability

1. The limitation period for claims for defects in our supplies and services shall be one year from the legal commencement of the limitation period. Following the expiry of one year, we shall in particular be entitled to refuse to deliver subsequent performance, without this entailing any rights for the customer against us for diminution of price, rescission or damages. This abbreviated limitation period does not apply for other compensation claims as such for the refusal of subsequent performance, and it does not generally apply to claims for the deceitful concealment of defects.
2. The customer's claims to subsequent performance due to defects in the service or supply deliverable by us, exist in accordance with the following provisions:
 - 2.1 If the delivered article is defective, we can initially decide if we render subsequent performance through the elimination of the defect (subsequent improvement) or by way of delivering a fault-free article (substitute delivery). This does not affect the right to refuse subsequent performance under the statutory conditions.
3. We are entitled to make the due subsequent performance dependent on payment of the due purchase price by the customer. The customer is entitled, however, to retain a reasonable part of the purchase price in proportion to the defect.
4. The customer must grant us the requisite time and opportunity to render subsequent performance and, in particular, must surrender to us the relevant goods to enable these to be inspected. If a substitute delivery is made, the customer shall return the defective article to us in accordance with the statutory provisions.
5. The expenses incurred for the purpose of examination and subsequent performance, especially the costs of transport, travel, labour and materials, shall be borne by us in the event that there a defect actually exists. The customer shall bear those costs for the subsequent improvement or subsequent performance incurred due to the fact that, following delivery, the purchased article is relocated to a place other than the customer's place of residence or commercial establishment. If it transpires that the customer has demanded fault elimination without justification, we shall be entitled to demand that the customer recompense us for the costs incurred as a result.
6. If the customer is a merchant within the definition of the German Commercial Code, the following shall additionally apply: The customer's claims for defects, especially claims to subsequent performance, rescission from the agreement, diminution and damages are conditional on the fulfilment by the customer of its statutory duty of examination and notification of defects (Sections 377, 381 German Commercial Code [Handelsgesetzbuch, "HGB"]). If a defect is detected during the inspection or subsequently, this must be promptly notified in writing to the seller. The notification is deemed to have been promptly issued, if it is issued within fourteen days following the detection of the defect, whereby the time limit is satisfied if the notification was issued before this limit has expired. Irrespective of this duty of inspection and to report defects, the customer must report apparent defects (including incorrect and short deliveries) within fourteen days of delivery, whereby the time limit here again is satisfied if the notification was issued before this limit has expired. If the customer fails to perform a proper examination and/or report the defect, our liability for the non-reported defect shall be excluded. This does not apply in the event that we have deceitfully concealed the existence of the defect.
A merchant is any entrepreneur registered in the commercial register or who operates a commercial enterprise and who requires a commercially organised business operation.
7. The customer may only demand compensation:
 - 7.1 for damages, which are based
 - on an international or grossly negligent breach of duty on our part, or
 - on an international or grossly negligent breach on the part of one of our statutory representatives, executive managers or vicarious agents

of duties, which are not material contractual obligations (“cardinal obligations”) and are not main or ancillary obligations connected with defects in our deliveries or our services.
 - 7.2 for damages, which result from an international or grossly negligent breach of material contractual obligations (“cardinal obligation”) on our part, one of our statutory representatives, executive managers or vicarious agents.

Material contractual obligations (“cardinal obligations”) within the definition of the preceding sub-sections 7.1 and 7.2 are obligations, the fulfilment of which is imperative to the orderly performance of the agreement, and upon compliance with which, the customer could normally rely.

- 7.3 We shall also be liable, moreover, for damage resulting from the negligent or deliberate breach of duties in connection with defects in our supply or service (subsequent performance or ancillary obligations) and
- 7.4 for damages which fall within the scope of a warranty explicitly issued by us (assurance) or a guarantee concerning quality or durability.
8. In the event of an ordinary negligent breach of a material contractual obligation, our liability shall be limited to compensation for typical losses which were foreseeable for us upon the conclusion of the agreement assuming the exercise of due diligence on our part.
9. In the event of an ordinary negligent breach of a material contractual obligation, the customer’s compensation claims shall be subject to a limitation of one year from the statutory commencement of the limitation period. This does not apply to damages related to death or personal injury.
10. Claims for damages against us based on strict statutory liability, such as under the Product Liability Act [Produkthaftungsgesetz], or relating to death and personal injury shall not be affected by the preceding provisions and shall remain valid to the extent defined by law within the statutory time limits.
11. In the event that third parties are commissioned or engaged to initiate or execute the contractual relationship between the parties, the aforementioned warranty and liability limitations shall also apply with respect to said third parties.
12. The customer's rights according to Sections 478 and 479 German Civil Code [Bürgerliches Gesetzbuch (BGB)] remain unaffected, meaning for the event that the customer or its own customer forming part of a supply chain, is made party to the legal action raised by a consumer.

§ 8 Industrial property rights

If we manufacture articles etc. according to drawings, models or samples provided by the customer, the customer guarantees that no third-party industrial property rights are hereby violated. Prior to the awarding of the order to us, the customer is obliged to ascertain whether the products ordered by it, infringe any third-party industrial property rights. The customer must release us from any third party claims in this respect. If the customer is denied permission to manufacture or receive delivery by a third party holding an industrial property right, we shall be entitled, without any examination of the legal position, to cease the works and demand the reimbursement of the costs incurred.

§ 9 Duty of non-disclosure

1. The customer undertakes, to refrain from making any disclosure of any information made accessible to the customer , which is labelled as confidential or which, given the relevant circumstances, is recognisable as constituting trade or company secrets, especially all technical and business information - except insofar as previously explicitly approved in writing or which is expedient for the achievement of the contractual objective - nor shall it record said information, pass it on to third parties or exploit it in any other manner. This duty of non-disclosure shall endure for a further five years following the complete fulfilment or ending of the agreement.
2. Excluded here from is any and all information,
 - which was already known to the customer prior to the commencement of the contractual negotiations or which disclosed to it non-confidentially by third parties, provided that party did not violate any confidentiality duties for its part;
 - which entered or enters the public domain at no fault or involvement of the customer;
 - which is disclosable on the basis of statutory obligations or in response to an official or judicial order.
 - If the customer relies on one of the aforementioned exceptions, it bears the burden of proving the relevant criteria are fulfilled.

3. In the latter instance, the customer must promptly inform us prior to the disclosure. Farther-reaching statutory duties concerning confidentiality remain unaffected.
4. In response to every culpable infringement by the customer of this duty of non-disclosure, we shall be entitled to claim liquidated damages in the amount of EUR 10,000.00 (ten thousand euros); the customer is free to produce evidence that we sustained a smaller loss or none at all. If this evidence proves persuasive, we shall only be entitled to compensation for the damage actually incurred.
5. We reserve the right to claim a greater amount of damages instead of, or over and above the amount of liquidated damages.

§ 10 Miscellaneous: Place of performance, legal venue, applicable law, data processing, language of the agreement, severability clause

1. The place of performance is the relevant registered address of our affiliated company entering into the agreement.
2. The exclusive legal venue for all disputes between the parties and arising from the contractual relationship is Reutlingen, insofar as the customer is a merchant, a legal entity constituted under public law or a public law special fund, or one that does not have a forum general within the Federal Republic of Germany or who has relocated its forum general abroad. As an exception to this rule, we shall be entitled to pursue legal actions against the customer before its forum general. A merchant is any entrepreneur registered in the commercial register or who operates a commercial enterprise and who requires a commercially organised business operation. The customer's forum general is located abroad, if its registered business address is located abroad.
3. The customer is aware that data connected with the business transaction, including personal data, must be stored and processed in accordance with the necessities of the business, and be relayed to third parties. The customer consents to this recording and processing of data.
4. The language of the agreement is German. If the parties also employ another language alongside German, the German wording shall prevail.
5. If any provision within these general terms of supply and service, or any provision contained in any other such agreements is or becomes unenforceable, this shall not affect the enforceability of all other provisions or agreements.
6. The contractual and other such legal relationships with our customers shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

B. Special provisions for the delivery of goods

§ 1 Scope of application

Alongside the General Terms and Conditions under Section A, the following special provisions on the delivery of goods apply to all agreements with the customer for the delivery of goods, including software.

§ 2 Scope of service

1. Transport insurance for goods to be dispatched shall only be arranged upon explicit request. The transport insurance shall then be arranged on behalf of the customer and for its account.
2. The obligations under the agreement include the transfer of ownership and the handover of the goods subject to purchase. The agreement does not cover the assembly, installation or configuration of the goods being purchased, unless this has been explicitly agreed.

§ 3 Transfer of risk

The risk of the destruction or deterioration of the goods is transferred to the customer upon the handover of the goods for shipment. This shall also apply if partial deliveries are carried out. If the dispatch is delayed for reasons attributable to the

customer, the risk shall transfer to the customer upon notification of readiness for shipment.

§ 4 Release from liability for non-fungible items

If we manufacture non-fungible items to the order of the customer, especially one-off items, functional models or prototypes, unless we have issued our express consent, these items may only be used for in-house research purposes and may not be put to commercial use. Functional models for this purpose are those products that enable specific functions to be examined. Prototypes are those products that are fully functional dummies, preliminary samples or first samples made for the particular contractual purpose, whereby the characteristics of the prototype are not assured for the subsequently delivered products, and which the characteristics of which may, in particular, vary from those of a future series product.

If the customer proceeds with a commercial use without our express consent, and this results in an infringement of domestic or foreign or official safety regulations or product liability rules, the customer must indemnify us from any relevant third-party claims. In cases of strict liability, this only applies if the customer is liable. The customer bears the burden of proof insofar as the cause of the damage lies within its sphere of responsibility.

§ 5 Retention of title

1. The customer may freely process and/or resell goods subject to retention of title in the ordinary course of business. In this case the following provisions shall additionally apply:
2. All delivered goods shall remain our property until complete payment of the purchase is made, as well as the payment of all existing and future receivables from the delivery of goods within the existing business relationships.
3. Retention of title also extends to such products which result from the processing, combination or connection of our goods, to the full value thereof, and we shall be considered to be the manufacturer. In the event of processing, combination or connection with goods of third parties holding continued ownership rights, we shall acquire joint ownership in the ratio of the invoice values of the processed, combined or connected goods. Otherwise, the same conditions apply to the resulting product as to the delivered goods subject to retention of title.
4. The customer hereby and now assigns to us as security any claims against third parties that arise from the resale of the goods or product, either in their entirety or in the amount of our share in any joint ownership according to the preceding paragraph. We accept this assignment. The specified obligations of the customer shall also apply with regard to the assigned receivables.
5. The customer shall remain entitled to collect the debt alongside us. We undertake to refrain from collecting the claim, provided the customer satisfies its payment obligations, is not in default of payment, no application is made for the commencement of insolvency proceedings and that there is no other such deficiency in the servicing of its debts. If this is, however, the case, we shall be entitled to demand that the customer informs us of its assigned claims and of the respective debtors, that it provides us with all information required for collection, that it supplies us with the appropriate documentation and informs said debtors (third parties) of the assignment.
6. If the realisable value of the securities exceeds our claims by more than 10%, upon demand we shall release the customer's securities as selected by us.
7. Goods subject to retention of title may not be pledged to third parties or assigned for security until payment has been made in full of the secured claims. The customer must promptly notify us in writing if, and to what extent, third parties attempt to seize goods belonging to us.
8. If the customer breaches the agreement, in particular by failing to pay the due purchase price, we shall have the right to rescind the agreement according to the provisions of law and/or to demand that the goods be surrendered by reason of the retention of title. A demand for the return of the goods does not automatically entail a declaration of rescission of the agreement; we have the right to merely demand the return of the goods and we reserve the right of rescission. If the

customer fails to pay the due purchase price, we can only exercise these rights after we have granted it an appropriate time limit for payment without success, or if the grant of such a time limit is not required by law.

9. The customer must carefully handle the goods subject to retention of title. At our request, it must arrange adequate insurance at its own expense, for the replacement value of the goods subject to retention of title, covering the losses in the event of theft, fire or water damage. If maintenance and inspection work is necessary, the customer must promptly carry these works out at its own expense.
10. If the effectiveness of retention of title depends on its registration, for example in public registers within the customer's country, we shall have the right and are authorised by the customer to arrange such registration at the customer's expense. The customer shall be obliged to perform all its necessary cooperation duties for such registration free of charge.

§ 6 Special provisions for the delivery of software

1. Delivery

Software, including patches, shall be delivered by transferring the object code on a standard data carrier or online as a download via a homepage. The scope of delivery shall include application documentation. Unless otherwise agreed between the Parties, the application documentation can, according to our choice, be delivered either as an operating manual or on a data carrier. There is no obligation to provide the source code for the software.

2. Rights of use to software

- 2.1. The granting of rights of use to the software shall be governed by the respective licence terms for the software.
- 2.2. Unless otherwise agreed, the customer shall be granted a non-exclusive right of use to the delivered software without limitation of time. In the absence of arrangements to the contrary, the right of use entitles the customer to install the software on a single personal computer (single workstation licence).
- 2.3. Further rights shall not be granted, particularly the right to make copies beyond what is required for a contractually-compliant use. Unless it has our explicit consent, the customer shall not be entitled to make modifications to the software, except to correct faults. The customer shall only have the right to correct faults if we have previously refused to correct the fault or have been unsuccessful in attempting to do so. It is permissible for the customer to make a back-up copy of the software and to copy it as part of standard data backup procedures, for the purpose of ensuring that the software operates as intended. It is permissible to decompile the software in accordance with the provisions of Section 69e of the German Copyright Act [Urhebergesetz (UrhG)].
- 2.4. The customer shall be granted the same rights of use to any patches supplied to it as those granted for the original version of the software.

3. Warranty

The following additional provisions apply to any claim for subsequent performance in connection with the supply of software:

- 3.1 We have the right to carry out subsequent improvement in the customer's premises. We shall also have fulfilled our obligation to render subsequent improvement if we make updates available for download via our homepage and configured with an automatic installation routine, and if we provide the customer with telephone support for solving any occurring installation problems, for example.
- 3.2 If we are unable to eliminate defects or provide a flawless subsequent delivery, we shall advise the customer on possible workarounds. If these are acceptable for the customer, the workarounds shall be deemed to constitute subsequent performance. Workarounds are the temporary bypassing of an error and/or malfunction without interfering with the source code.
- 3.3 If necessary, the application documentation shall also be modified if any subsequent improvement measures are carried out.

C. Special provisions for works

§ 1 Scope of application

Alongside the General Terms and Conditions under Section A, the following special provisions apply to all agreements with the customer for our rendered work performances.

§ 2 Object of the agreement

The object of the agreement is the rendering work performance.

§ 3 Change Request Management

1. We can agree changes to our work performance with the customer – at the Customer's or our own request. These agreements shall be recorded and signed off. If nothing has been agreed regarding payment or other contractual provisions, particularly schedules for the agreed changes, the changes must be carried out within the framework of the existing contractual provisions.
2. If we fail to reach agreement on changes requested by us or the customer, the following shall apply:
The customer shall have the right to submit change requests to us until the time of the acceptance of our work performance. Change requests shall be submitted to us in writing. We shall examine the change request. We shall accept the changes requested by the customer provided they are tenable to us in terms of our operational capacity. Within 14 days after receiving the change request, we shall notify the customer in writing whether
 - the change request has been accepted and shall be carried out in accordance with the existing provisions of the agreement.
 - the change request affects the provisions of the agreement, e.g. the price, the performance schedule, etc.: In this case we shall notify the customer of the conditions according to which the change can be performed. The change shall only be carried out if, within 14 days from receiving the notification, the customer accepts the change according to the conditions notified by us.
 - the evaluation of the feasibility of the change request is wide-ranging: In this case we can make the evaluation of the change conditional on the customer reimbursing us for the costs connected with this evaluation. In such a case, we shall be obliged to notify the customer in writing of the time and costs required in connection with the evaluation. The request to perform the evaluation shall only be deemed issued once the customer has commissioned us in writing to perform it.
 - the change request is rejected.
 - If we do not respond to a change request within 14 days from receiving it, we shall be deemed to have rejected it.
 - In performing the service, we shall observe the generally accepted evaluation methods as well as the applicable statutory regulations.
3. If, following the conclusion of the agreement, there are changes to the statutory regulations or other such provisions, if new regulations are introduced or if we are subject to new or modified requirements such as through subsequently presented, modified or new manufacturer's documentation, factory standards or risk assessments, which impact on the contractual service, and if the customer has notified us in good time of these aspects, we shall take these specifications into account insofar as possible. The fees agreed in service agreements or order for services shall be adjusted according to our reasonable discretion (Section 315 German Civil Code [Bürgerliches Gesetzbuch (BGB)]). In this respect, we shall take particular account of expenditure for modified requirements on the extent of testing, on the personnel and/or on used or new tools.

§ 4 Acceptance

The result of our work performance shall be handed over once completed. If the nature of our work performance renders a hand-over impossible, we shall issue a notice of completion. After completion and hand-over or - insofar as the nature of the works renders a hand-over impossible - following notice of completion, the work shall be deemed accepted. The customer shall accept the completed work within the agreement time limit, or if none was agreed, then within a reasonable period of no more than two weeks following hand-over, or, insofar as the nature of our work performance renders a hand-over impossible, following completion. The time limit commences with the written notification from us to the customer, that the work is completed. The work is deemed accepted upon the expiry of the agreed time period for acceptance, if the customer neither declares acceptance in writing, nor explains to us in writing what defects remain to be remedied. We shall explicitly notify the customer of this legal consequence when setting the deadline.

D. Special provisions for training events

§ 1 Scope of application

Alongside the General Terms and Conditions under Section A, the following special provisions apply to all agreements with the customer regarding our of training services.

§ 2 Place of performance

1. Training shall be conducted at the location specified within the training offer.
2. If the training is conducted in individual cases at the customer's location in accordance with a contractual agreement, the customer is obliged to provide suitable rooms and technical presentation equipment for the purpose of conducting the training.

§ 3 Attendance at a training

1. A training event may only be attended by the maximum number of individuals specified in the particular agreement, not including the instructors.
2. A training event shall only be performed for customers and employees at the customer's operational location. If additional individuals attend the training, individual agreements must be concluded in this respect between us and the customer.

§ 4 Cancellation, postponement of a training event

1. An agreement for conducting a training event may only be cancelled for a material reason. The cancellation must be issued in writing.
2. For the training, we shall provide the instructors from our company specified in the offer or order confirmation, or external instructors commissioned by us. If, for reasons for which we are not responsible, an instructor is unavailable at the agreed time of the training, we shall have the right to appoint a replacement instructor from our company, or another suitable external instructor or move the training to a new date in agreement with the customer.

E. Special conditions for using hotlines

§ 1 Scope of application

Alongside the General Terms and Conditions under Section A, the following special provisions for the use of hotlines apply to all calls made by the customer to the hotlines provided by us.

§ 2 Description of the service

1. The hotlines can be contacted by telephone or by email. If the use of hotlines is subject to charge, the charges for the use of the particular hotline can be found in the current version of the customer manual.
2. The following services shall be provided via the hotline:
 - Receiving maintenance and repair requests;
 - Receiving orders for spare parts and wearing parts;
 - Receiving inquiries from customers regarding our products.
3. There is no entitlement to use of the hotlines. We reserve the right to cease operating the hotlines at any time.

§ 3 No hotline troubleshooting service

The hotline is intended to be used for receiving orders for spare parts and customer inquiries. We are not obliged to and shall not provide maintenance or troubleshooting services via the hotline, unless separate service, maintenance or hotline agreements containing alternative provisions have been agreed with the customer.