

I. General Provisions

1. Scope

- 1.1 Unless otherwise agreed in writing, these General Terms and Conditions shall apply exclusively to this order and any future orders placed by us.
- 1.2 These General Terms and Conditions shall apply in particular to the purchase and delivery of movable goods (hereinafter referred to as the "Goods") – irrespective of whether the contracting party / seller / supplier (hereinafter referred to as the "Contractor") manufactures the Goods itself or procures them from suppliers – under Sections 433 and 650 of the German Civil Code (BGB); they shall also apply to any contracts to produce a work that we may conclude under Section 631 BGB and to any service contracts that we may conclude under Section 611 BGB.
- 1.3 These General Terms and Conditions shall apply exclusively to our dealings with traders within the meaning of Section 14 BGB, legal entities under public law or special funds under public law.
- 1.4 Any deviating, conflicting or supplementary general terms and conditions of the Contractor shall only be included in the contract if and to the extent that we explicitly approve their applicability. We must grant our approval even if the Contractor refers to its own general terms and conditions when accepting our order and we do not explicitly object to them. If we do grant our approval, the Contractor's general terms and conditions shall only apply on a subordinate and supplementary basis.
- 1.5 Unless otherwise agreed, the version of these General Terms and Conditions valid at the time we place an order, or at least the version most recently shared with the Contractor in text form, shall also apply to any future contracts, without us the need for us, as the Customer, to refer to that version again in each individual case (for the avoidance of doubt, the General Terms and Conditions should be attached to the order confirmation).
- 1.6 Any individual agreements concluded with the Contractor (including side agreements, additions or amendments) and any information contained in our order confirmation shall take precedence over these General Terms and Conditions. Any such individual agreements shall only be effective if made at least in text form pursuant to Section 126b BGB.
- 1.7 Any references to the applicability of statutory provisions are provided for clarification purposes only. The relevant statutory provisions shall therefore apply except where directly amended or explicitly excluded by these General Terms and Conditions.
- 1.8 If copies of these General Terms and Conditions are prepared in languages other than German, only the German version shall be binding.
- 1.9 If any provision of these General Terms and Conditions proves to be wholly or partially ineffective or unenforceable, this shall have no bearing on the effectiveness or enforceability of the remaining provisions. In such cases, the ineffective or unenforceable provision shall be replaced by an effective and enforceable clause that best reflects the economic purpose pursued by the contracting parties through the invalid or unenforceable provision. The same shall apply in the event of any gaps in these General Terms and Conditions.

2. Correspondence Requirements, Formal Requirements, Change of Address

- 2.1 Any legally relevant declarations and notifications to be submitted by the Contractor in relation to the contract (e.g. deadlines, withdrawal or termination) must be made in writing (e.g. by letter) in accordance with Section 126 BGB. Notwithstanding the above, stricter statutory provisions shall apply with regard to formal requirements and additional evidence (e.g. in case of doubt regarding the authority of the person submitting a declaration). For all other communications, text form shall suffice (Section 126b BGB); if requested by the other party, however, any such communications shall be confirmed in writing.
- 2.2 Any verbal side agreements relating to an order shall only be binding if we confirm them in writing or in text form (e.g. by email).
- 2.3 All documents issued by the Contractor must include the order number, the date of the order and any material designation and material number assigned or communicated by us.
- 2.4 Each party shall promptly notify the other party of any change of address. If a letter sent by one party to the last known address of the other party cannot be delivered, any notice, summons or declaration of intent declared therein shall be deemed to have been received five days after dispatch by post.

3. Advertising Materials

If the Contractor wishes to refer to its business relationship with us in any informational and/or promotional materials, we must first give our express written consent.

4. Right of Retention, Set-Off, Assignment

- 4.1 The Contractor may only assert any right of retention or set-off in respect of counterclaims that are undisputed or have been confirmed by a final and binding court decision.
- 4.2 Any claims that fall outside the scope of Section 354a of the German Commercial Code (HGB) may not be assigned by the Contractor without our prior written consent.

5. Place of Jurisdiction and Applicable Law, Commercial Terms

- 5.1 All our legal relationships with the Contractor shall be governed by the laws of the Federal Republic of Germany, excluding the rules on the conflict of laws stipulated in international private law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 5.2 If the Contractor is a merchant, a legal entity under public law or a special fund under public law, or if the Contractor has its registered office outside Germany, the exclusive national and international place of jurisdiction for any contractual or non-contractual disputes arising from the respective contractual relationship shall be our registered place of business in Germany. However, we shall also be entitled to bring proceedings against the Contractor at its registered office or before any other court having jurisdiction under applicable national or international law.
- 5.3 All commercial terms shall be interpreted in accordance with the applicable Incoterms.

6. Dispute Resolution

- 6.1 If any dispute arises from or in connection with the legal relationship between the parties, the parties shall seek to resolve the dispute in the following three stages. A party may only proceed to the next stage once the preceding stage has been completed in accordance with the provisions below or has ended due to expiry of the applicable time limit.
- 6.2 As a first step, the parties shall attempt to resolve the dispute amicably through negotiations. For this purpose, the parties shall meet in Dresden within two weeks of either party submitting a written request to this effect, in order to negotiate an amicable resolution of the dispute. Each party shall delegate a representative who is authorised to make decisions during such negotiations. Any failure to commence negotiations – or failure of the negotiations themselves – shall not give rise to any liability or other legal consequences, even if one party is responsible for such failure.
- 6.3 If either party declares in writing that the settlement negotiations described in Section 8.1 of this dispute resolution clause have failed, or if the parties do not meet in person for such purposes within two weeks after settlement negotiations have been requested by one party, either party may initiate mediation proceedings in relation to any dispute arising from or in connection with this contract. The party shall initiate such mediation proceedings by requesting the Dresden Chamber of Industry and Commerce to appoint a mediator.
- 6.4 If either party declares in writing that the mediation proceedings described in Section 8.2 of this dispute resolution clause have failed following one mediation session with the mediator, or if the parties do not hold an initial mediation session with the mediator within four weeks after mediation has been requested by one party, either party may initiate arbitration proceedings. The arbitral tribunal shall then finally resolve all disputes arising from or in connection with the contract, without recourse to the ordinary courts. The arbitration proceedings shall be conducted in accordance with the Arbitration Rules of the Dresden Chamber of Industry and Commerce. The arbitral tribunal shall consist of three arbitrators. The language of arbitration shall be German.
- 6.5 Either party may seek interim judicial relief at any time.

II. Services

7. Orders, Offers

- 7.1 Our orders shall only be binding if placed at least in text form (e.g. by email or fax). Before accepting any offer submitted by us, the Contractor must inform us of any obvious errors (e.g. typographical errors and miscalculations) and any information that may be missing from our order, including the order documents, so that changes can be made and information can be added as required; otherwise, the contract shall be rendered null and void.
- 7.2 We may revoke our order until we receive the Contractor's order confirmation issued at least in text form. The Contractor should issue an order confirmation within one week of receiving our order. Any order confirmations received late by us, or any modifications made by the Contractor, shall constitute a new offer requiring our express acceptance at least in text form.
- 7.3 Any offers submitted by the Contractor shall be free of charge; any cost estimates shall only be remunerated if previously agreed in writing.
- 7.4 If we are required to cooperate in any manner, the Contractor shall request such cooperation in writing and in good time, granting a reasonable deadline for such

actions.

8. Place of Performance, Partial Deliveries / Services and Acceptance

- 8.1 The place of performance for ordered Goods and/or services shall be our registered office at Weißiger Straße 6, 02994 Bernsdorf, Germany. Our registered office shall also be deemed the place of performance for the return of packaging materials.
- 8.2 Without prejudice to any further rights or remedies available to us, the Contractor shall only be permitted to provide partial deliveries or services with our prior consent.
- 8.3 Any contractually agreed proof of performance and acceptance procedures shall be carried out free of charge for us and documented in writing by both parties.
- 8.4 If we identify any weight discrepancies during our inspection of incoming Goods or works, the weight determined by us shall prevail. This shall not apply if the Contractor proves that the invoiced weight was correctly determined at the time of transfer of risk using a generally recognised method. The first and second sentences shall apply accordingly to quantities.

9. Shipping, Hazardous Substances Information, Product Information and Transfer of Risk for Delivery of Goods or Works

- 9.1 Goods shall be delivered carriage paid to the place specified in the order, at the expense and risk of the Contractor.
- 9.2 The Contractor shall comply with all applicable tariff, transport and packaging regulations for shipping by rail, road, sea, air and other modes of transport.
- 9.3 In addition to the shipping address, all transport documents must include the order details (order number, order date, delivery location and, where applicable, the recipient's name, as well as the material designation and material number assigned or communicated by us). If any subcontractors are engaged, they must identify the Contractor as their principal in all correspondence and freight documents, making reference to the relevant order details.
- 9.4 All deliverables must be labelled in accordance with the provisions of the German Ordinance on Hazardous Substances (GefStoffV) and applicable EU/EC directives on dangerous substances and preparations.
- 9.5 The Contractor shall provide us in good time – and in any event prior to delivery or performance – with all necessary product information, in particular regarding composition and shelf life (e.g. safety data sheets, processing instructions, labelling requirements, assembly instructions, occupational safety measures), including any subsequent amendments. Section 434 (2) BGB shall remain unaffected.
- 9.6 The Contractor shall comply with energy efficiency requirements and provide appropriate information on the energy consumption of the Goods (e.g. efficiency ratings, expected energy consumption, maintenance requirements, energy labelling), as well as lifecycle cost data for the items supplied.
- 9.7 The Contractor shall also take all necessary measures in good time to ensure compliance with EU directives on substance restrictions (RoHS) and the corresponding national legislation of EU Member States, as amended in each case. In particular, the Contractor shall avoid prohibited substances and provide information for waste disposal companies. If any modifications to the Goods or works are required to ensure compliance, the Contractor shall obtain our prior written consent before implementing such changes. Any additional costs shall be borne by the Contractor.
- 9.8 All packaging, transport and insurance costs shall be borne by the Contractor. This shall also apply in the case of returns. Upon request, the Contractor shall take back packaging materials belonging to the respective order at its own expense. If we exceptionally agree to assume packaging costs, reimbursement shall be limited to the material cost price.
- 9.9 We shall be entitled to refuse acceptance of deliveries if proper transport documents, as referred to in Section 9.3 above, are not available on the date of receipt (in particular if our order and/or material designation numbers are missing or incomplete); this shall not mean that we are in default of acceptance. Any costs arising from such refusal of acceptance shall be borne by the Contractor. All express, urgent and parcel shipments must include a delivery note in a sealed envelope. If a shipment is returned due to a missing or incorrect delivery note, the payment period set out in Section 13.5 below shall not commence; if the shipment is not returned, the payment period set out in Section 13.5 shall only commence upon receipt of the delivery note.
- 9.10 The risk of accidental loss and deterioration shall pass to us when the Goods are handed over at the place of performance. If a formal acceptance procedure has been agreed, this shall determine the transfer of risk.

10. Waste Disposal

If any waste within the meaning of applicable waste legislation arises in connection with the Contractor's deliveries or services, the Contractor shall, unless otherwise agreed in writing, recycle or dispose of such waste at its own expense in accordance with applicable waste legislation. Ownership, risk and responsibility under waste law shall pass to the Contractor at the time the waste is generated.

11. Default, Force Majeure, Withdrawal

- 11.1 The delivery / performance date specified in our order shall be binding. The Contractor shall be in default without further notice once the agreed delivery / performance date has been exceeded. If delivery is made before the agreed date, we reserve the right to refuse acceptance and return the Goods at the Contractor's expense and risk.
- 11.2 The Contractor shall immediately notify us in writing if any circumstances arise and/or become apparent indicating that the agreed delivery / performance date cannot be met. Otherwise, the Contractor may not subsequently use such circumstances as justification for late delivery / performance. The Contractor shall also state the expected new delivery / performance date without delay. We shall be fully or partially released from our obligation to accept delivery / performance and shall be entitled to withdraw from the contract if delivery / performance becomes unusable for us due to a delay caused by force majeure or if the disruption to delivery / acceptance persists for more than four weeks from the notification referred to in the first sentence. This shall be without prejudice to any statutory claims. The same shall apply if delivery / performance is not possible in the agreed quality.
- 11.3 If the Contractor defaults on delivery / performance, we shall be entitled to claim liquidated damages for delay equal to 0.25% of the net price per completed calendar day, up to a maximum of 10% of the net price. The Contractor shall remain entitled to prove that we have incurred less damage or no damage at all. This shall be without prejudice to our right to assert further statutory claims. If we accept the delayed delivery or performance, this shall not mean that we wish to waive our claims for damages.
- 11.4 If we default on payment, the statutory provisions shall apply; however, we shall only be deemed in default once we have received a written reminder from the Contractor. Any outstanding amounts shall accrue default interest at 5 percentage points above the base rate per annum.
- 11.5 If we are in default of acceptance or payment, any damages owed to the Contractor shall be limited to 0.25% of the net price per completed week – up to an overall maximum of 10% of the net price – unless the delay is attributable to an intentional or grossly negligent breach of duty by one of our legal representatives or vicarious agents.
- 11.6 The Contractor may only invoke our failure to provide necessary documents / information if we have failed to provide such documents / information within a reasonable period despite receiving a written reminder.
- 11.7 We shall be entitled to withdraw from the contract if:
 - the Contractor is in default and the delay continues for more than two weeks after receipt of a reminder (at least in text form) in which we have threatened or reserved the right of withdrawal; or
 - it becomes unreasonable for us to adhere to the contract for any other reason, taking into account the circumstances of the individual case and the interests of both parties.

12. Prices and Payment Terms

- 12.1 Unless otherwise agreed, the price shall include all of the Contractor's services and incidental services (e.g. assembly, installation) and all ancillary costs (e.g. packaging and transport costs, including transport and liability insurance).
- 12.2 All customs duties and import charges in the country of destination, as well as all other fees, taxes and costs associated with the contract, shall be borne by the Contractor.
- 12.3 All invoices must comply with the applicable statutory requirements. The order number must be stated on each invoice. If the order number is missing, incomplete or incorrect and this causes a processing delay in the ordinary course of business, the payment periods referred to in Section 12.5 below shall be extended by the duration of the delay. Each invoice must be sent separately to the central invoicing address specified in the order or, if previously agreed, in electronic form to the designated central email address (invoice@tddk.de).
- 12.4 Any agreed advance payments and any services to be offset against such advance payments must be clearly marked as such in the invoice.
- 12.5 The agreed price shall be due within 30 calendar days of complete delivery and performance (including any agreed acceptance procedure) and receipt of a proper invoice. If payment is made within 14 calendar days, the Contractor shall grant a 3% discount on the net invoice amount, unless otherwise agreed.
- 12.6 If we make payment without reservation, this shall not necessarily mean that we accept the delivery / performance or waive any rights in respect of defects.
- 12.7 In the case of bank transfers, payment shall be deemed to have been made if our bank receives the transfer instruction in time for it to be reasonably expected – under normal processing conditions – to credit the payment to the Contractor within the deadline.

12.8 We shall not owe any interest on maturity.

12.9 If payment is made in a foreign currency and the contract is subsequently rescinded, the Contractor shall reimburse us in EUR the euro amount originally paid, irrespective of any intervening exchange rate fluctuations.

12.10 Our payments shall first be credited against the principal claim, then against any costs, and finally against interest.

13. Ownership, Provision of Materials, Mixing in the Case of Delivery of Goods / Works

13.1 Ownership shall be transferred directly to us upon delivery or acceptance. This shall be done unconditionally and regardless of whether the purchase price has been paid. If we ever accept an offer from the Contractor for a transfer of ownership that is conditional on the payment of the purchase price, the Contractor's retention of title shall expire, at the latest, when the agreed consideration is paid.

13.2 In the ordinary course of business, we shall remain entitled to resell the Goods / works even before the agreed consideration has been paid.

13.3 Any substances or materials provided by us shall remain our property. If the Contractor processes, mixes or combines such substances or materials, any such further processing shall be carried out on our behalf.

13.4 If we subject the delivered Goods / works to further processing, or if we mix or combine them with other products, we shall be deemed the manufacturer. We shall acquire ownership in accordance with the statutory provisions, at the latest, when the Goods / works are processed, mixed or combined.

13.5 Any planning documents, drawings, designs and similar materials prepared by the Contractor in accordance with our specific instructions shall become our unrestricted property – without any additional compensation – regardless of whether they remain in the Contractor's possession. Any conflicting declarations by the Contractor shall not be binding.

14. Notification of Defects

14.1 The statutory inspection and notification obligations shall apply subject to the following: Our incoming inspections shall be limited to externally visible transport damage and externally recognisable discrepancies in identity and quantity. We shall report any such defects without undue delay following delivery.

14.2 In all other respects, we shall report any defects in delivery / performance without undue delay as soon as they are identified in the ordinary course of business. In all cases, a complaint (notification of defects) shall be deemed to be prompt and timely if it is received by the Contractor within 5 working days.

14.3 We may report defects to the Contractor in writing, by fax or by email.

15. Warranty Claims, Limitation Periods

15.1 Any warranty claims we hold against the Contractor in respect of defects in quality and defects in title shall be governed by the statutory provisions, subject to the following provisions.

15.2 If the Goods or services are defective, we may ask the Contractor to rectify the situation free of charge – and without undue delay – and to reimburse all expenses incurred by us in connection with such rectification measures; this shall be without prejudice to our right to assert further statutory warranty claims.

15.3 By way of derogation from the second sentence of Section 442 (1) BGB, we shall be fully entitled to assert claims for defects even if we are unaware of the defects in question when entering into the contract as a result of gross negligence.

15.4 If the Contractor fails to provide rectification measures within a reasonable period set by us – either by remedying the defect, delivering non-defective Goods or re-performing the services, as chosen by us – we may remedy the defect ourselves at the Contractor's expense; in such cases, we shall also be entitled to demand an appropriate advance payment. If the Contractor fails in its attempt to rectify a defect, or if rectification measures are unreasonable for us (e.g. because the matter is particularly urgent, there is a threat to operational safety or we are about to incur substantial damage), we shall not be required to set a deadline; we shall inform the Contractor of such circumstances without undue delay and, where possible, prior to rectifying the situation ourselves.

15.5 By way of derogation from the statutory provisions, any warranty claims for defects in quality and defects in title shall become time-barred after three years. In addition, any defects in title shall not become time-barred under any circumstances as long as the third party can still assert the right against us, in particular in the absence of a limitation period.

15.6 In addition to the statutory suspension rules, and irrespective of the second sentence of Section 15.5 above, limitation periods for claims and rights arising from defects shall also be suspended during the period between notification of defects and remedy of defects; such suspension shall end if the Contractor refuses to remedy the defect. A new limitation period shall commence for any Goods or services that are resupplied, replaced or repaired in whole or in part.

16. Guarantee

16.1 In addition to the statutory warranty rights, the Contractor guarantees that the Goods / services shall comply with the individually warranted characteristics, as well as the contractually agreed specifications, and shall remain in such condition for a period of two years from the transfer of risk. In the event of a guarantee claim, we shall be entitled to assert the rights set out in Sections 437 and 634 BGB. Section 15.6 above shall apply accordingly.

16.2 The Contractor further guarantees that the Goods / services shall comply with all applicable legal requirements, in particular the provisions of the EU Packaging and Packaging Waste Regulation (PPWR), the EU RoHS Directive, the German Electrical and Electronic Equipment Act (ElektroG), the EU Battery Regulation and the EU REACH Regulation. The Contractor also warrants that any applicable copyright levies have been paid to the relevant collecting societies. In accordance with Section 54d of the German Act on Copyright and Related Rights (UrhG), the Contractor's invoices shall identify any such copyright levies included therein. In the event of a breach of the guarantees set out in the first and second sentences above, the Contractor shall compensate us for any damage incurred.

16.3 The guarantees assumed under Sections 16.1 and 16.2 above shall be without prejudice to our statutory warranty rights.

17. Recourse Against the Supplier

17.1 Our statutory recourse claims within the supply chain under Sections 478 and 479 BGB shall apply in addition to our warranty rights. In particular, we shall be entitled to demand the same type of rectification measures that we owe to our customer. Our right to choose the form of rectification measures under Section 439 (1) BGB shall remain unaffected.

17.2 Before acknowledging or satisfying a warranty claim asserted by one of our customers, we shall notify the Contractor in good time and request a written statement containing a brief description of the relevant facts. If the Contractor fails to respond within a reasonable period, the defect claim acknowledged or satisfied by us in relation to the customer shall be deemed justified and owed to the customer; in such cases, the Contractor shall be responsible for providing evidence to the contrary. Any claims for damages arising from the delayed submission of the statement shall remain unaffected.

17.3 Our claims arising from recourse against the supplier shall apply even if we or one of our customers have subjected the goods to further processing before selling them to a consumer (e.g. by installing them in another product).

18. Product Liability, Insurance

18.1 If the Contractor is responsible for product damage, the Contractor shall be obliged to indemnify us against any third-party claims for damages upon first request to the extent that the cause lies within the Contractor's sphere of control and organisation and the Contractor is personally liable to third parties. In this context, the Contractor shall also be obliged to reimburse any expenses resulting from or in connection with any product recall campaigns carried out by us. We shall inform the Contractor of the content and scope of any such product recalls – if possible and reasonable – and shall give the Contractor the opportunity to comment. This shall be without prejudice to any further statutory claims. The limitation period for the indemnification claim shall expire no earlier than the limitation period applicable to the claims asserted against us.

18.2 The Contractor shall maintain adequate liability insurance on standard industry terms for the duration of the contract and shall provide proof of such insurance coverage promptly upon request. This shall be without prejudice to any claims for damages that are not covered by the insurance.

III. Obligations of the Contractor

19. Quality Assurance System, CE Certification

Subject to prior coordination, we shall be entitled to conduct quality audits to review the Contractor's quality assurance systems (e.g. DIN ISO 9001). The Contractor shall be obliged to ensure CE certification in accordance with the applicable EU directives, to prepare a corresponding EC Declaration of Conformity and to affix the appropriate CE marking to the Goods. If necessary, the Contractor shall appoint an EU "Notified Body" to perform the conformity assessment.

20. Compliance

20.1 We are subject to the TICO compliance rules. The Contractor shall comply with the UN Guiding Principles on Business and Human Rights, the internationally recognised minimum standards of the UN Global Compact and the core labour standards of the International Labour Organization (ILO). The Contractor shall also impose this obligation on its suppliers and shall provide the relevant evidence upon request.

20.2 In addition, the Contractor shall comply with all anti-corruption laws applicable to our legal relationship. Any breach of the first sentence shall constitute a breach of contract which, without prejudice to any further claims, shall entitle us to terminate the contract for compelling reasons with immediate effect.

20.3 The Contractor shall comply with all applicable statutory requirements, in particular the German Act Regulating a General Minimum Wage (MiLoG), and shall

provide suitable evidence of such compliance upon request. The Contractor shall impose the same obligation on its contractual partners engaged in the performance of its contractual obligations towards us.

If the Contractor breaches the provisions of the MiLoG (in particular Section 13 MiLoG), the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG; in particular Section 14 AEntG), the Fourth Book of the German Social Security Code (SGB IV; in particular Section 28e SGB IV) or the Seventh Book of the German Social Security Code (SGB VII; in particular Section 150 SGB VII), the Contractor shall indemnify us against any resulting claims that may be asserted against us. This shall also apply if any such claims arise from further subcontracting and/or the engagement of temporary employment agencies.

21. Subcontractors

The Contractor may only engage subcontractors with our prior written consent. The Contractor shall ensure that all obligations that the Contractor owes to us in relation to the subcontracted services are imposed on its subcontractors; the Contractor shall also ensure that its subcontractors comply with such obligations. Upon request, the Contractor shall demonstrate that such obligations have been contractually passed on to the third party.

22. Third-Party Intellectual Property Rights

22.1 In accordance with the provisions set out in Section 22.2 below, the Contractor shall be liable for ensuring that its deliveries / services do not infringe any third-party rights (in particular patents, utility models, copyrights or other rights) in Member States of the European Union or in other countries where the Contractor manufactures the Goods or has them manufactured, unless the Contractor is not responsible for such infringements. We shall not be obliged to investigate whether any such third-party intellectual property rights actually exist.

22.2 If any third parties assert claims against us due to an infringement of the rights referred to in Section 22.1 above, the Contractor shall, upon first written request, indemnify us against the asserted claims and reimburse all necessary expenses incurred in connection with such claims, including any costs incurred for defence against claims and actions threatened by third parties. The Contractor shall maintain adequate insurance coverage customary for such risks. The indemnification and reimbursement obligation set out in the first sentence shall not apply if the Contractor can prove that it is not responsible for the infringement.

22.3 To the extent that the Contractor holds industrial property rights in the Goods / works, we or third parties engaged by us shall be entitled to carry out repairs.

22.4 The above provisions shall be without prejudice to any further claims arising from defects in title.

23. Access to and Driving on Company Premises

When entering or driving on our premises, the Contractor shall follow any instructions issued by our authorised personnel. In addition, the Contractor shall familiarise itself with the site rules applicable at the relevant location (e.g. safety regulations) and comply with them at all times.

24. Liability

24.1 The Contractor's liability shall be governed by the statutory provisions.

24.2 Unless specified otherwise in these General Terms and Conditions, including the provisions below, we shall be liable for breaches of pre-contractual, contractual and non-contractual obligations in accordance with the statutory provisions. Irrespective of the legal basis, we shall only be liable for damages in cases of intent and gross negligence, unless the damage relates to:

- injury to life, limb or health; or
- the breach of an essential contractual duty (i.e. an obligation that must be observed to allow the contract to be properly performed in the first place and on the observance of which the Contractor may regularly depend).

24.3 In the event of negligent damage to property or financial loss resulting from the breach of an essential contractual duty, our liability shall be limited to the foreseeable damage typical for the contract at the time of its conclusion.

24.4 The above exclusions and limitations of liability shall apply to the same extent in favour of our corporate bodies, legal representatives, employees and other vicarious agents.