IX. Guarantees

We deliver the goods in the design and workmanship applied by us at the time of delivery. The guarantee exists in that we repair or replace at our option defective or defective goods provably due to defects in materials or manufacture free of charge within the guarantee period. The guarantee is void for goods or defects if the purchaser's immediate and reasonable corrective measures have been taken to manipulate the goods, if defects are caused by ordinary wear and tear, as a result of disadvantageous operating conditions or as a result of non-compliance with our operating instructions or electric-technical guidelines, or if our lawful subordinate rights to the delivery of new or repaired goods is not immediately complied with. Guarantee for goods from sub-suppliers is only granted to the extent to which such sub-supplier grants a guarantee for the goods. The guarantee period for goods produced by us is 36 months, calculable from the date of delivery or acceptance. In this case software is 12 months from date of acceptance / purchase. The aforementioned provisions shall not apply if statutory provisions pursuant to § 383 para. 1 no. 2 German Civil Code, § 479 para. 1 German Civil Code and § 634a para. 1 German Civil Code already stipulate a longer period of time. Should, despite all prior goods delivered by us show defects which already existed at the time of transfer risk, we shall repair or replace such goods at our option subject to timely receipt of a notice of defect. We shall always act in accordance with the statutory provisions. Guarantee for goods which have arisen due to fraudulent behavior on the part of the seller, as well as to liability for war- damage. The limitations and exclusions of liability in paragraphs 1 and 2 shall not apply to claims for compensation by third parties or other indirect consequential damages may be asserted, unless a warranted property is specifically intended to protect the buyer against such damages. Claims for compensation arising in particular shall be excluded if the delay in delivery of the goods that have arisen due to fraudulent behavior on the part of the seller, as well as to liability for war- damaged properties, to claims under the Product Liability Act or to damage resulting from injury to the health, or life, or health. The above mentioned exclusion of liability also applies to our employees, workers, representatives and vicarious agents.

XI. Repairs

Repairs are carried out without guarantee if no deficiency report has been submitted. For repairs, compensation claims must be made within 30 days of the delivery of the repaired or replaced goods. A change of our goods or any special marking that represent the mark of origin of the purchaser or a third party or could purport that they are special products is impermissible. If third parties make unjustifiable claims to trade mark law, the product law for goods not delivered by us for quality reasons, we shall only be entitled to compensate them by goods that do not infringe trade mark rights at our option and our expenses. Should this not be possible for legal or technical reasons or should not be reasonable from economical aspects, we will take them back against refund of the purchase price. We accept no liability for interferences of third party trade mark rights for goods manufactured by us according to the purchaser’s specifications. This is also applies to claims which we have participated in the development or have developed the goods in accordance with the purchaser’s to the specifications.

XIII. Effectiveness

Should any of these terms and conditions be inapplicable for any reason whatsoever, this shall not affect the effectiveness of the remaining terms and conditions.

XIV. Place of performance, venue

The place of performance is Frankfurt/Main. The venue for all disputes is Frankfurt/Main, to the extent the purchaser is a registered merchant, public law legal entity, public law special fund, and so forth. The place of performance is Frankfurt/Main, to the extent the purchaser is a registered merchant, public law legal entity, public law special fund, and so forth. The place of performance is Frankfurt/Main. The provisions of the law of the country of the buyer shall apply. However, if the buyer is a merchant or public law entity, the German Civil Code shall apply. The conditions of guarantee of item IX shall apply mutatis mutandis. As regards securities not originating from our manufacture, the terms of delivery of the relevant sub-supplier shall apply in their application to the relevant part in any case. Claims for consequential damages are excluded. Rejected goods shall be returned in proper packaging.

X. Liabilities

Claims for damages are excluded regardless of the kind of violation of duty, including illegal acts, unless due to willful misconduct or gross negligence on our part. In case of culpable violation of material contractual obligations (cardinal duties), we shall be liable for any negligence, but only up to typical value of the goods to be delivered. Typical damages are damages which are unavoidable by normal care of the goods to be delivered. If the goods are subject to retention of title or the claims ceded to us, and to support our intervention in every way. The costs of this are for the account of the purchaser. The place of performance is Frankfurt/Main. The venue for all disputes is Frankfurt/Main, to the extent the purchaser is a registered merchant, public law legal entity, public law special fund, and so forth. The place of performance is Frankfurt/Main. The provisions of the law of the country of the buyer shall apply. However, if the buyer is a merchant or public law entity, the German Civil Code shall apply. The conditions of guarantee of item IX shall apply mutatis mutandis.

XII. Marking of goods, trade mark rights

A change of our goods or any special marking that represent the mark of origin of the purchaser or a third party or could purport that they are special products is impermissible. If third parties make unjustifiable claims to trade mark law, the product law for goods not delivered by us for quality reasons, we shall only be entitled to compensate them by goods that do not infringe trade mark rights at our option and our expenses. Should this not be possible for legal or technical reasons or should not be reasonable from economical aspects, we will take them back against refund of the purchase price. We accept no liability for interferences of third party trade mark rights for goods manufactured by us according to the purchaser’s specifications. This is also applies to claims which we have participated in the development or have developed the goods in accordance with the purchaser’s to the specifications.

XIII. Effectiveness

Should any of these terms and conditions be inapplicable for any reason whatsoever, this shall not affect the effectiveness of the remaining terms and conditions.