

# General Terms and Conditions of Business (GTCs) / Terms and Conditions of Sale and Delivery of Röder Maschinenbau GmbH

## 1. Scope

1.1 These General Terms and Conditions (GTCs) apply to all our business relationships with our business partners and purchasers (hereinafter: "Customers"): The GTCs shall only apply if the Customer is an entrepreneur (§ 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB")), a legal entity under public law or a special fund under public law.

1.2 Our GTCs apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business or purchase of the Customer shall only be recognized to the extent that they do not contradict the content of these General Terms and Conditions of Business and do not extend the legal rights of the Customer to the detriment of Röder Maschinenbau GmbH. This also applies if Röder Maschinenbau GmbH does not expressly object to deviating terms and conditions of business or purchase of the Customer or carries out deliveries without objection.

1.3 Our GTCs shall also apply as framework agreements for future business relationships with the same customer, without us having to refer to them again in each individual case, as long as we have not announced any changes. The GTCs will be sent to you upon request at any time.

1.4 Individual agreements made in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCs.

1.5 The statutory provisions shall apply to the extent that they are not directly amended or expressly excluded in these GTCs and/or in an individual agreement in accordance with 1.4.

## 2. Offer and conclusion of contracts

2.1 Offers from Röder GmbH shall be subject to change and non-binding, unless expressly marked as binding offers. This shall also apply if we have provided the Customer with catalogs, technical documentation (for example, drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form. We hereby reserve all property rights and copyrights to this information.

2.2 Unless otherwise agreed, offers shall be valid for 2 months from the date of issuance. We reserve the right to prior sale.

2.3 The responsibility for the specification and suitability for the intended purpose requested in the order shall lie exclusively with the Customer.

2.4 The ordering of the goods by the Customer shall be deemed a binding contractual offer, unless otherwise stated in the order or other agreements. Acceptance can be declared by Röder GmbH either in writing (for example, by order confirmation) or by delivery of the goods to the Customer by accepting the Customer's offer within two weeks by sending an order confirmation or by sending the ordered goods to the Customer within two weeks. We reserve the right to inform the Customer within this period that we reject it order.

2.5 If the contract is canceled by mutual agreement, we shall be entitled to demand cancellation costs amounting to 20% of the agreed purchase price. The Customer reserves the right to prove that we have incurred no cancellation costs or lower costs. We reserve the right to assert higher damages.

## 3. Confidentiality and secrecy

3.1 The Customer shall treat the details of the offer, the contract and all information provided in this respect as confidential or keep them secret and may not publish or disclose them in whole or in part without the prior written or textual consent of Röder GmbH. A different rule shall apply only if publication is necessary to achieve the objectives of the contract.

3.2 The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known or the Customer has been given written or textual authorization for release by Röder GmbH,

## 4. Prices

4.1 Our prices are ex warehouse or ex works, excluding packaging, plus the applicable statutory sales tax.

4.2 If goods are shipped from another licensed production site by arrangement, the prices shall apply ex warehouse or ex works from the relevant production site.

4.3 If we have assumed responsibility for project planning, assembly, commissioning, software training and technology training and unless otherwise agreed, the Customer shall bear, in addition to the agreed remuneration, all necessary ancillary costs such as travel and accommodation costs, per diems, transportation and packaging costs, insurance, customs, bank and guarantee fees and other fees and costs .

4.4 Services shall be charged according to the valid price and service list of Röder Maschinenbau GmbH.

4.5 The choice of means of transportation and accommodation shall be at our discretion. Travel costs shall be charged in first class for rail and ship travel and in economy class for air travel.

4.6 For orders with a net value excluding sales tax of less than EUR 100, a flat-rate processing surcharge of EUR 10 shall be charged.

4.7 We reserve the right to change our prices reasonably if, after entering into the contract, cost reductions or cost increases occur that are not foreseeable to us, in particular due to collective wage agreements or changes in material prices. We shall prove this to the Customer upon request. A price adjustment within four months after entering into the contract is excluded.

4.8 Any obvious miscalculations or typographical errors shall justify correction, even in documents that have already been created.

4.9 The statutory value-added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the day of invoicing.

4.10 The deduction of discounts shall require a special agreement.

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### 5. Cost details and cost estimate in the event of a repair

5.1 To the extent possible, the Customer will be given the estimated repair price upon conclusion of the contract; otherwise, the Customer can set cost limits.

5.2 If the repair cannot be carried out at the aforementioned costs or if the contractor deems it necessary to carry out additional work during the repair, the Customer's consent must be obtained if the stated costs are exceeded by more than 30%.

5.3 If a cost estimate with binding price estimates is required prior to the execution of the repair, this must be expressly requested by the Customer. Unless otherwise agreed, such a cost estimate shall only be binding if it is submitted in writing or in text form. It is subject to payment. The Customer shall not be charged for the services provided for the submission of the cost estimate to the extent that they can be utilized in the execution of the repair.

### 6. Terms of payment and default

6.1 Unless otherwise agreed, invoices shall be due for payment without deduction within 10 days of the invoice date.

6.2 Checks and negotiable and taxed bills of exchange will only be accepted by us on a collection basis after prior written or text-based agreement. Exchange and discount charges will be invoiced separately and are due immediately and payable without any deduction.

6.3 Upon expiration of the preceding payment deadlines, the Customer shall be in default, unless it is not responsible for the default. During the period of default, interest shall be charged on the purchase price at the applicable default interest rate. We reserve the right to assert further claims for damages caused by delay. Our claim to commercial maturity interest (§ 353 of the German Commercial Code (*Handelsgesetzbuch*, "HGB")) against merchants shall remain unaffected.

6.4 The Customer shall only be entitled to set-off or retention rights to the extent that the respective counterclaim is not disputed by us or has been established with legal effect.

6.5 If the Customer can demand the rectification of a defect, it can refuse to pay a reasonable part of the remuneration after the due date; as a rule, twice the costs required to rectify the defect shall be deemed reasonable.

6.6 If the terms of payment are not complied with or if we become aware of circumstances which, according to our dutiful commercial judgment, are likely to reduce the creditworthiness of the Customer, all payment obligations arising from the business relationship with us shall become due and payable immediately, irrespective of the term of any bills of exchange accepted and credited. We shall then also be entitled, without prejudice to further statutory rights, to deliver outstanding deliveries only against advance payment or to demand corresponding securities. Furthermore, in the event of non-fulfillment of all due payment obligations, we shall be entitled to withdraw from contracts that we have not yet fulfilled by setting a deadline of two weeks together with the threat of withdrawal. Further claims shall remain unaffected.

### 7. Delivery

7.1 The delivery periods and dates shall only be binding if they are agreed individually.

7.2 A binding delivery period expressly assured by us in writing or in text form shall only be binding on condition

that all documents, approvals and information to be supplied by the Customer are received in good time, all technical questions have been clarified and the advance payment has been received. If such conditions are not met in good time, the deadlines shall be extended accordingly; this shall not apply if we are responsible for the delay. Compliance with our delivery obligation always presupposes the timely and proper fulfillment of the Customer's obligation. The defense of non-performance of the contract remains reserved.

7.3 If we are unable to meet binding delivery deadlines (non-availability of the service, force majeure), we shall inform the Customer thereof without delay and at the same time set a new delivery deadline that is reasonable under the respective circumstances. If the service is also not available within the new delivery period or if the hindrance lasts longer than three months, we shall be entitled to withdraw from the contract in whole or in part. This shall not apply if we are responsible for non-compliance with the binding delivery deadlines. In the event of (partial) withdrawal, we shall immediately provide reimbursement for any consideration already paid by the Customer after deduction of expenses and costs. The non-availability of the service in this sense shall be deemed to be, in particular, the failure of our suppliers to deliver to us on time, provided that we have entered into a congruent covering transaction. Force majeure shall include strikes, lockouts, mobilization, war, blockades, export and import bans and other sovereign interventions, regardless of whether they occur at our premises or those of our supplier.

7.4 Partial deliveries are permitted and may be invoiced separately.

7.5 Deliveries and services not included in the offer shall be invoiced separately.

7.6 Time delays resulting from additional requests, services and orders from the Customer shall not be borne by Röder Maschinenbau GmbH. This also includes delays caused by a third party (for example, a leasing company) placing an order.

7.7 We reserve the right to make design and shape changes based on technical progress until delivery.

7.8 If circumstances become known which give rise to serious doubts as to the solvency or creditworthiness of the Customer, we may refuse performance and set for the Customer a reasonable period within which it must pay concurrently with delivery or provide security. In the event of refusal by the Customer or unsuccessful expiration of the deadline, we shall be entitled to withdraw from the contract and/or demand compensation.

7.9 If delivery to the Customer is not possible because the delivered goods do not fit through the Customer's entrance door, hall door or stairwell or because the Customer is not found at the delivery address provided by it or does not inform us of the delivery address, although the delivery time was announced to the Customer with a reasonable period of notice, the Customer shall bear the costs for the unsuccessful delivery and storage of the goods (§ 373 of the HGB). We

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shall charge the Customer for the storage costs incurred, at least 0.5% of the purchase price for each month, unless the Customer can prove that the actual costs incurred are significantly lower. After the expiration of a reasonable grace period without success, we shall be entitled to dispose of the delivery item elsewhere and to charge the purchaser 20% of the purchase price as minimum damages, unless the purchaser can prove that our actual damages are significantly lower.

- 7.10 For the costs of restocking, 30% of the list price will be deducted in principle as a processing fee for spare and wear parts. Justified complaints will only be accepted in return for either credit notes or replacement delivery. A reduction of the purchase price shall be excluded. In the event of refusal of acceptance, we shall be entitled to demand 10% of the invoice amount as compensation in addition to the costs incurred by us for shipment, return shipment and restocking.
- 7.11 The Customer must ensure that the goods are unloaded safely and must transport them to the installation site. Interim storage of the goods must be carried out by the Customer. The goods must be stored at a minimum of + 10°C and a maximum of + 35°C in a closed area protected from the weather. The outdoor storage of the goods is not permitted.
- 7.12 Our statutory rights of withdrawal and termination, along with the statutory provisions regarding the performance of the contract in cases of exclusion of the duty to perform (for example, impossibility or unreasonableness of performance and/or subsequent fulfillment), shall remain unaffected.
- 7.13 If the Customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damages incurred by us in this respect, including any additional expenses. Further claims or rights remain reserved. If the conditions in the two aforementioned sentences are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the Customer at the point in time at which the Customer is in default of acceptance or debtor's default.

### 8. Retention of title

- 8.1 We reserve title to the delivered goods and all associated documents (goods subject to retention of title) until complete fulfillment and satisfaction of all claims to which we are entitled against the Customer from the business relationship, including all claims arising from follow-up orders, repeat orders and spare parts orders. We shall be entitled to take back the purchased item if the Customer is in breach of contract.
- 8.2 The sale, use, consumption and/or processing of the goods subject to retention of title shall only be permitted in the ordinary course of business. Furthermore, the Customer shall not be entitled to dispose of the goods subject to retention of title, in particular to pledge or transfer them by way of security, or to allow such actions. Storage costs shall be borne solely by the Customer.
- 8.3 The Customer shall be entitled to resell the purchased item in the ordinary course of business; however, it hereby assigns to us all claims in the amount of the final invoice amount (including value-added tax) of our claim that accrue to it from the resale against its purchasers or third parties, irrespective of whether the purchased item has been resold without or after processing. If a current

account relationship exists between the Customer and the purchaser in accordance with § 355 HGB, the assigned claim shall also include the acknowledged balance as well as, in the event of the purchaser's insolvency, the causal balance that then exists. The Customer shall remain authorized to collect the claim even after the assignment. This shall not affect our entitlement to collect the claim ourselves. However, we undertake not to collect the claim as long as the Customer meets its payment obligations arising from the proceeds received, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed and payments have not been suspended. However, if this is the case, we can demand that the Customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtor (third party) of the assignment.

- 8.4 The processing or transformation of the purchased item by the Customer shall always be carried out on our behalf. If the purchased item is processed with other objects not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including value-added tax) to the other processed objects at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under retention of title.
- 8.5 If the purchased item is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including value-added tax) to the other mixed objects at the time of mixing. If the mixing is carried out in such a way that the item of the Customer is to be regarded as the main item, it is agreed that the Customer shall transfer co-ownership to us on a pro rata basis. The Customer shall hold the resulting sole ownership or co-ownership for us.
- 8.6 To secure our claims against it, the Customer also assigns to us the claims that arise against a third party through the combination of the purchased item with real property.
- 8.7 We undertake to release the securities to which we are entitled at the Customer's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; we shall be responsible for selecting the securities to be released.
- 8.8 The Customer shall be obligated to treat the purchased item with care as long as ownership has not yet been transferred to it. In particular, it shall be obligated to insure it adequately at its own expense against theft, fire and water damages at replacement value. If maintenance and inspection work has to be carried out, the Customer must carry this out on in good time at its own expense.
- 8.9 In the event of breaches of duty by the Customer, in particular non-payment of the purchase price due, we shall be entitled, after the unsuccessful expiration of a reasonable deadline set for the Customer to perform, to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the retention of title and the withdrawal. The statutory provisions on the dispensability of setting a deadline shall remain unaffected. The Customer shall be obligated to surrender the goods.

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- 8.10 If the goods subject to retention of title are combined, mixed, blended or processed by the Customer, we shall be entitled to co-ownership of the resulting new goods in the ratio of the invoice value of the goods subject to retention of title to the other goods.
- 8.11 As long as ownership has not yet been transferred, the Customer must inform us immediately in writing or in text form if the delivered object is attached or subject to other interventions by a third party. If the third party is not in a position to reimburse us for the in-court and out-of-court costs of an action pursuant to § 771 of the German Code of Civil Procedure (*Zivilprozessordnung*), the Customer shall be liable for the loss incurred by us.
- 9. Packaging and shipping**
- 9.1 Unless otherwise agreed, we shall be entitled to determine the mode of shipment (in particular the transport company, shipping route, packaging) ourselves.
- 9.2 The costs for shipping and, if applicable, insurance shall be charged to the Customer in addition to the ex works price.
- 9.3 To the extent that Röder Maschinenbau GmbH undertakes to ship the goods abroad, Röder Maschinenbau GmbH shall ensure compliance with the statutory export regulations. The Customer shall be responsible for compliance with import and transit regulations.
- 9.4 If machines are unsuitable for transportation due to their oversize, Röder Maschinenbau GmbH shall be entitled to ship machines in individual components.
- 10. Transfer of risk**
- 10.1 Unless otherwise stated in the order confirmation, delivery "ex works" is agreed. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer when the goods leave the factory. If delivery is made from another licensed production site, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer when the goods leave such production site. This shall also apply to partial deliveries, subsequent deliveries and rectification of defects.
- 10.2 If the shipment of the goods is delayed at the request of the Customer or if a delay occurs due to circumstances for which the Customer is responsible, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer from the time originally intended for the shipment of the goods. From such point in time, the goods shall be deemed to be stored for the Customer at the Customer's risk.
- 11. Service parameters**
- 11.1 The Customer must ensure at its own expense that a clean, solid, seamless, large-area industrial concrete floor with continuous reinforcement is produced in accordance with the foundation specifications in the installation instructions. All channels and foundations required for the installation of the system must be completed.
- 11.2 Necessary media preparations, wall, ceiling and roof ducts must be completed prior to installation. All structural work or modifications, such as wall openings, door and gate enlargements, etc. shall be carried out by the Customer at its own expense and must be completed prior to delivery of the goods.
- 11.3 The Customer must ensure that the goods are already standing next to their installation site when the fitters arrive.
- 11.4 The Customer must provide the required energy sources (electricity, compressed air, gases) at the installation site of the machine at its own expense in accordance with the installation instructions. The Customer shall also provide the appropriate sub-distribution and fuse protection.
- 11.5 The supply lines and pipes between the control cabinet, machine, filter system (if applicable), plasma power source and other components must be laid and clad by the Customer in the desired manner and at its own expense.
- 11.6 The Customer shall designate in writing or in text form a contact person responsible and authorized to issue instructions for installation and commissioning.
- 11.7 Tools or equipment required for installation or service work must be provided free of charge by the Customer or operator of the system.
- 12. Installation, commissioning and training on systems**
- 12.1 Unless included in the sales offer, the project, installation, commissioning and technology and software training are not included in the scope of services. This will be charged and invoiced separately in accordance with our current daily rates.
- 12.2 Damages to systems and equipment caused by improper installation or non-compliance with installation instructions shall result in the exclusion of warranty claims to the extent that the systems and equipment were damaged as a result of improper installation or deviation from the installation instructions.
- 12.3 The installation of the system shall be carried out by experienced fitters and technicians from Röder Maschinenbau GmbH
- 12.4 The installation work shall be carried out over the entire period specified; the installation site must also be accessible at weekends for an uninterrupted installation as planned.
- 12.5 The installation site of the system must have a minimum temperature of + 10°C, and be adequately lit and protected from the weather.
- 12.6 The installation instructions supplied with each system must be observed.
- 12.7 Commissioning shall be carried out by a Röder Maschinenbau GmbH technician after the system has been installed. Once the system has been inspected by the Customer, it can be put into production by trained personnel. Written acceptance by the Customer shall not be a condition for commissioning the system. The agreed warranty period shall commence with the commissioning of the system, but no later than one month after delivery.
- 12.8 If the agreed duration of commissioning is delayed for reasons for which Röder Maschinenbau GmbH is not responsible, the resulting costs will be charged to the Customer at the current daily rate of Röder Maschinenbau GmbH.

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- 12.9 The Customer must ensure that the operating personnel are released from their usual duties during the training and can concentrate on the training.
- 13. Declaration of conformity and safety devices of the systems**
- 13.1 Our systems are designed to be CE-compliant. Deviations shall require written or textual confirmation.
- 13.2 Machine safeguarding is an individual measure adapted to local conditions and technology.
- 13.3 The Customer shall be responsible for deciding on the execution of the safeguarding. It is the responsibility of the operator to ensure the safeguarding of hazardous areas in accordance with the applicable regional, national, and international safety regulations and to comply with accident prevention regulations.
- 13.4 Any suitable extraction and filtering or cleaning of the air and fresh air supply in the area affected by the machine must be installed by the Customer prior to commissioning.
- 13.5 The regulations of the relevant Employers' Liability Insurance Association (*Berufsgenossenschaft*, BG) must be taken into account.
- 14. Service and customer support**
- 14.1 Service and customer support shall be provided directly by Röder GmbH or an exclusively commissioned partner.
- 14.2 Our service and customer support employees are not authorized to make verbal promises, collateral agreements or arrangements, particularly in warranty matters. To be effective, these shall require written or textual confirmation by the management of Röder Maschinenbau GmbH.
- 14.3 Our service employees are obligated to have the work, travel and maintenance hours incurred for maintenance and repair work carried out at the Customer's premises, as well as the spare parts required, confirmed on the relevant forms. If the responsible employees are absent from the Customer's premises, the receipts issued by our fitter shall be valid even without confirmation. Invoices shall be issued on the basis of such documents.
- 14.4 Service work shall be carried out professionally and to the best of our knowledge. However, we cannot guarantee that defects will be rectified during the first service call. We cannot rule out further service calls.
- 14.5 Auxiliary staff, aids or equipment required for service work must be provided free of charge by the operator of the system.
- 15. Warranty**
- 15.1 Röder Maschinenbau GmbH's deliveries and services are subject to a warranty period of 12 months beginning with commissioning, but no longer than 13 months after delivery if delivery or commissioning is delayed for reasons for which we are not responsible. The warranty is limited to the countries of Germany, Austria and Switzerland. In all other countries, the Customer shall bear the costs of travel, transportation and accommodation along with shipping and customs duties. As a general rule, software cannot be guaranteed to be error-free.
- 15.2 The fulfillment of the warranty of systems shall require regular maintenance by Röder Maschinenbau GmbH after 12 months or 2000 operating hours, beginning with commissioning, whichever occurs first, along with the purchase of original wear and spare parts directly from Röder Maschinenbau GmbH. In addition, the fulfillment of the warranty shall require the operation of the systems by personnel verifiably trained by Röder Maschinenbau GmbH.
- 15.3 During the warranty period, defects will be rectified by Röder Maschinenbau GmbH at the Customer's request by repairing or replacing the defective parts at Röder GmbH's expense. The prerequisite is that the purchaser properly fulfills its statutory obligation to inspect the goods and give notice of defects. The warranty does not cover software or consumables and wear parts, which also include tools and mechanical parts.
- 15.4 The warranty shall not be extended for spare parts replaced by us (no software or consumables and wear parts).
- 15.5 Defects during the warranty period must be reported immediately, but at the latest within two weeks of completion or knowledge thereof, in writing or in text form, stating the type and serial number. In the event of intervention by the Customer or a third party, all warranty claims shall lapse.
- 15.6 Whether a repair or replacement is carried out is at the discretion of Röder Maschinenbau GmbH. Defective parts that are replaced under warranty shall become the property of Röder Maschinenbau GmbH.
- 15.7 Unless the parties agree otherwise, defective deliveries or parts thereof shall be returned to the respective place of shipment. The shipping costs shall be borne by Röder Maschinenbau GmbH, unless it later transpires that the goods were free of defects.
- 15.8 Claims for damages due to defects shall be limited to the scope set out in clause 16 if the statutory conditions are met. The period of limitations for claims for defects is 12 months, calculated from the transfer of risk.
- 15.9 The period of limitations in the event of a delivery recourse according to § 478, § 479 BGB shall remain unaffected; it is 5 years, calculated from delivery of the defective item.
- 15.10 In the event of resale within the warranty period, the warranty shall only be transferred to the purchaser or third party with the written or textual consent of Röder Maschinenbau GmbH and assignment of the warranty by the Customer.
- 15.11 For the purchase of used goods, liability for defects shall be barred unless otherwise agreed.
- 16. Liability**
- 16.1 Röder Maschinenbau GmbH shall be liable in accordance with the statutory provisions if the Customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. To the extent that we are not accused of intentional breach of contract, liability for damages shall be limited to the damages that are foreseeable and typically arise. Röder Maschinenbau GmbH shall also be liable in accordance with the statutory provisions if a material contractual duty is culpably breached; however, in such case, liability for

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damages shall be limited to the damages that are foreseeable and typically arise. Liability for culpable injury to life, limb or health shall remain unaffected in all cases of liability under this clause 16; this shall also apply to mandatory liability under the German Product Liability Act (*Produkthaftungsgesetz*).

However, Röder Maschinenbau GmbH shall be entitled to bring an action at the Customer's head office.

18.3 Unless otherwise stated in the order confirmation, our registered office is the place of performance.

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- 16.2 If Röder Maschinenbau GmbH has negligently breached a material contractual duty (cardinal duty), liability shall be limited to the damages typical for contracts. Material contractual duties within the meaning of these GTCs are deemed to exist if the Customer relies or may rely on their proper fulfillment because they characterize the contract.
- 16.3 Any further liability on the part of Röder GmbH is excluded. In the event of simple negligence, Röder Maschinenbau GmbH shall in particular not be liable for damages that have not occurred to the delivery item itself, in particular not for loss of profit or other financial losses.
- 16.4 The preceding limitations and exclusions of liability shall not apply to claims for personal injury or property damages to privately used objects caused by defective products.
- 16.5 To the extent that liability is excluded or limited, this shall also apply to the statutory representatives, employees and vicarious agents of Röder Maschinenbau GmbH.
- 16.6 Röder Maschinenbau GmbH shall only be liable for damages to systems if it can be proven that its personnel are at fault.
- 16.7 Advice and information shall be provided by Röder Maschinenbau GmbH employees to the best of their knowledge, but without obligation and to the exclusion of any liability. To the extent that the German Product Liability Act applies, the limitations of liability in accordance with sections 1 and 2 shall not apply to the resulting claims of the Customer for liability and endangerment, bodily injury and private property damages, unless the law expressly permits such an exemption from liability.
- 16.8 To the extent permitted by applicable law, Röder Maschinenbau GmbH shall not be liable for any damages (including damages for loss of profits, business interruption, loss of business information or data or other financial loss) arising out of the use of the products supplied or the inability to use such products, even if Röder Maschinenbau GmbH has been advised of the possibility of such damages. In any event, the liability of Röder Maschinenbau GmbH shall be limited to the amount actually paid for the product or service. Any liability for consequential damages is excluded.
- 17. Severability clause**  
If individual provisions of these terms and conditions or other parts of the contract are or become invalid, the remaining provisions shall remain valid.
- 18. Place of jurisdiction and applicable law**
- 18.1 The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods and private international law.
- 18.2 The exclusive place of jurisdiction for all contractual claims or claims in connection with this contract is Ulm/Donau, provided that the Customer is a merchant.