

Terms and Conditions of DEUTA-WERKE GmbH

(Version applies as of 23/11/2015)

I. General Terms and Conditions for Sale and Services **II. Special Terms Applicable to Goods** **III. Special Terms Applicable to Software** **IV. Special Terms Applicable to Services**

I. General Terms and Conditions for Sale and Services

1. Applicability

1.1 The sale of Goods, Software and Services (hereinafter "Products") by DEUTA-WERKE GmbH (hereinafter: Seller) shall exclusively be governed by these Terms and Conditions (hereinafter: "GTC"). Business terms of the Buyer (hereinafter: Buyer) or of third parties shall not apply even if the Seller does not explicitly reject them. The Seller shall explicitly accept their application in written form. Even if the Seller refers to a written communication that contains business terms of the Buyer or of a third party or makes mention of such this shall not constitute any acceptance of those business terms.

1.2 The present GTC shall also apply to all future transactions with the Buyer even though not specifically agreed.

1.3 These GTC shall only apply in relation to merchants, legal entities of public law or segregated estates under public law.

2. Conclusion of a Contract

2.1 The Seller's quotation shall be non-binding and subject to Seller's order confirmation unless explicitly designated as binding or containing a specific term of acceptance.

2.2 The order will become legally binding only upon the written order confirmation of the Seller and only to the extent that the terms of Buyer's order are expressly confirmed in the order confirmation, unless the Seller submitted a binding quotation.

2.3 The legal relationship between the Seller and the Buyer shall be solely governed by the written contract including these GTC. This fully reflects all agreements between the parties on the subject of the contract.

3. Price and Payment Terms

3.1 The prices are valid for Products listed in the order confirmation. Additional or special Products or extras will be calculated, separately.

3.2 Unless the parties do not agree on any scale prices or prices for a specific period of time, the Seller shall inform the Buyer on any price changes caused by any significant change of the circumstances influencing pricing, in particular, prices of raw materials and consumables, energy costs or collectively agreed wages and salaries. In this case, both parties agree on new prices. Until the parties reach an agreement on new prices the originally agreed prices remain valid. In case the parties do not reach any mutual agreement on a modified price, each party is entitled to cancel the contract for cause in writing with a period of one month.

3.3 The Payment terms are thirty (30) days net applicable to all Products from the date of Seller's invoice without any deduction, unless otherwise agreed in writing. The parties may, in particular, agree on another payment term or advance payment. Payment shall not be deemed to have been received by the Seller unless and until the respective amounts are finally credited to the Seller's account.

3.4 The Seller is entitled to make deliveries or provide Products against prior payment or deposit of a security if, after the conclusion of the contract, circumstances become known to him which are of a nature to considerably reduce the Buyer's credit worthiness and on account of which the payment of the Seller's outstanding demands from the relevant contractual relations is put at risk.

3.5 In the event the Buyer does not pay by the due date, then interest will be charged on the outstanding amounts at a rate of nine (9) percent points above the base rate from the due date. In addition, the Supplier is entitled to demand a lump sum of 40 EURO for each late payment. This lump sum is creditable against any compensation owed by the Buyer for expenses arising from legal enforcement. The application of higher interest rate and additional damages in case of late payment remains unaffected.

3.6 Bills of exchange and cheques will only be accepted for processing and are only valid as payment once they have been fully cleared. Any additional incurred costs, including discount charges and interest are charged to the Buyer.

3.7 Offsetting with counter-claims of the Buyer or the retention of payments on account of such claims is only permissible so far as the counter-claims are undisputed or legally established.

4. Delivery Terms

4.1 Unless otherwise stated in the order confirmation, the Seller's prices are ex works Bergisch Gladbach (Ex Works/EXW Bergisch Gladbach according to INCOTERMS 2010) plus packaging, statutory VAT, for export shipments customs as well as fees and other public charges.

4.2 Place of fulfilment is the Seller's business location unless otherwise specified.

4.3 Terms and deadlines announced by the Seller in advance are always only approximate unless a fixed term or a fixed deadline is expressly promised or agreed.

The beginning of the announced delivery period is subject to the submission of any required documentation and information relating to such Products, including technical details by the Buyer.

4.4 Notwithstanding his rights with respect to default on the Buyer's part, the Seller may ask the Buyer for an extension or a postponement of delivery and performance deadlines for the Products by the period of time for which the Buyer fails to meet his contractual obligations with respect to the Seller.

4.5 In case of any repair not covered by warranty, the Buyer shall provide a written detailed fault description in German or English, at the latest with sending the defective Product, to the Seller. Furthermore, a written order of the Buyer for the repair is mandatory. The Seller is entitled to an entrepreneurial right of lien to the Products. The warranty period for the repaired part shall be twelve (12) months.

4.6 The Seller is entitled - to a reasonable extent - to make part deliveries and provide partial performance of the Products. A reasonable part delivery or partial performance is deemed appropriate in case the Buyer can use it in the context of the contractual intended use, the delivery or performance of the remaining Products is ensured and there are no costs or considerable extra expense arising for the Buyer (unless the Seller assumes such costs). The Buyer is entitled to refuse the acceptance of part deliveries or partial performance in case he legitimately has no interest in them.

4.7 The Seller is not liable for impossibility of delivery and performance or for delays in delivery in so far as these have been caused by force majeure or other events which were not foreseeable at the time of concluding the contract (e.g., labour disputes, operating disruptions of all kinds and unforeseen and unavoidable switches in production) for which the Seller is not responsible.

4.8 In as much as by reason of force majeure the delivery or performance is made substantially difficult or impossible and the obstacle is not merely of temporary duration the contractual parties shall be entitled to withdraw from the contract. Such a definite, permanent and irreparable obstacle shall normally be the duration of force majeure for a period of eight (8) weeks. In case of obstacles of a temporary duration, the terms for delivery or performance will be extended or the delivery and performance deadlines will be postponed by the period of the obstacle plus an appropriate run-in period.

4.9 If delivery or performance is delayed by the Seller or if delivery or performance is impossible for him, for whatever reason this may be, then the Seller's liability is limited to compensation in accordance with provision in Section 6 (Liability limitation) of these GTC.

5. Transfer of Risk

5.1 Unless otherwise stated in the order confirmation, the delivery term is ex works Bergisch Gladbach (Ex Works Bergisch Gladbach according to INCOTERMS 2010).

5.2 On demand of the Buyer, the delivery will be insured for transport. Any costs resulting from this shall be borne by the Buyer.

6. Limitation of Liability

6.1 The Seller and its agents, employees, representatives etc. shall only be liable in case of negligently caused property and financial damages in case of a breach of an essential contractual obligation, however, the amount of the compensation shall be limited to that what was foreseeable and typical of the contract when concluding the contract. Considered essential to the contract are those obligations whose fulfilment allows the due performance of the contract and which the Buyer may rely on.

6.2 In the event of damages caused by intent or gross negligence the Seller shall be liable according to the statutory regulations. The same shall apply in case of negligently or intentionally caused damages due to injury to life, limb or health, malicious concealment of defects, for guaranteed characteristics and according to the German Product Liability Act ("Produkthaftungsgesetz").

6.3 Any further liability shall be excluded.

6.4 In so far as the Seller provides technical information or acts as an adviser and this information is not part of the contractually agreed scope of supply owed by him, this is done free of charge and with the exclusion of any liability according to Section 6.1 to 6.3 of these GTC.

7. Proprietary Rights and Confidentiality

7.1 The Seller reserves any rights (including but not restricted to proprietary rights, copyrights, industrial property rights, trademarks and patent rights, rights to company and trade secrets) to any quotations, cost estimates, drawings, illustrations, calculations, catalogues, tools, processes and any other documents, proceedings or other proprietary information provided to Buyer.

7.2 The contractual parties undertake and agree to hold in strict confidence any information regardless of the nature and type and objects (such as software, documents) being legally protected, containing business or operational secrets or being designated as "confidential" which are provided to the other party or gets known to him in the course of the execution of the contract. This obligation shall survive up to five years beyond the term of the contract. This shall not apply to any information which at the point of time of receiving the confidential information has already been in the public domain or without any fault of Buyer will be in public domain later.

7.2 The Buyer may not, without the Seller's explicit written consent, make such information and objects accessible to any third party in any form, disclose them or use or reproduce them, either himself or through third parties.

7.3 The Buyer shall on request of the Seller promptly return all such objects to the Seller and destroy any copies, if they are not required anymore in the ordinary course of business or if no contract is concluded between the parties.

8. Governing Law

8.1 The business relationship between the Seller and the Buyer shall be governed by and construed in accordance with the laws of the Federal Republic of Germany excluding the United Nations Convention on the International Sale of Goods (CISG) of 11 April 1980.

9. Place of Jurisdiction

9.1 Inasmuch as the Buyer's place of business is **within the national jurisdiction** of Germany then the Seller's place of business shall be the place of jurisdiction for all disputes in the business relationship between the Seller and the Buyer. Furthermore, the Seller shall be entitled to sue the Buyer at his place of business as well. Mandatory statutory regulations on exclusive places of jurisdiction shall remain unaffected by this provision.

9.2 Inasmuch as the Buyer's place of business is **abroad** then any disputes in the business relationship between the Seller and the Buyer with an amount in dispute **up to and including € 50,000.00** shall be decided by the ordinary civil courts. The place of jurisdiction shall be the place of business of the Seller. Mandatory statutory regulations on exclusive places of jurisdiction shall remain unaffected by this provision.

9.3 Inasmuch as the Buyer's place of business is **abroad** then any eventual disputes in the business relationship between the Seller and the Buyer with an amount in dispute **over € 50,000.00** final judgement shall be given according to the Arbitration Rules of the German Institution for Arbitration (DIS, registered association) without recourse to the ordinary courts. With an amount in dispute up to and including € 250,000.00 a single arbitrator shall decide, and with an amount in dispute of over € 250,000.00 a court of arbitration consisting of three persons shall decide.

9.4 The place of jurisdiction of the court of arbitration shall be the location of the place of business of the Seller. The language of the court of arbitration shall be German, unless the contract has been written in another language. Then the language shall be the language of the court of arbitration.

10. Data privacy

10.1 The contractual parties undertake that personally related data are only used in the framework of statutory regulations.

11. Written Form

11.1 Any amendment and modification to the agreement, including these GTC shall only become effective in writing. The written form requirement may only be rescinded in writing.

12. Severability Clause

12.1 Should specific provisions of these GTC or any provision in the framework of other agreements be or become fully or partially invalid, then such invalidity shall not affect any other term or provision of the agreement. The parties shall in good faith negotiate on replacing the invalid provision with a valid one which most closely approximates the commercial purpose pursued by the invalid provision.

II. Special Terms Applicable to Goods

1. Applicability

1.1 For the sale of Goods, the following provisions shall apply in addition to the provisions of Part I., unless otherwise agreed in writing.

2. Reservation of Ownership

2.1 The following agreed reservation of ownership serves as security for any demands of the Seller against the Buyer, existing now and in the future under the contract arising out of the supply relationship existing between the contracting parties. This shall also include all indirect demands such as costs of drafts, financing costs and interests.

2.2 The Product delivered by the Seller to the Buyer remains the Seller's property until complete payment of all secured demands (hereinafter "Reserved Good").

2.3 The Buyer shall handle the Reserved Good with care, in particular, insure it for its nominal value at his own expense against fire, leakage and theft damages. Where maintenance and inspection work are required, the Buyer carries out these works on time and at his own expense.

2.4 The Buyer may neither pledge the Reserved Good nor assign it by way of security.

2.5 In case of distraint and other third-party interventions, the Buyer shall notify the Seller immediately in writing making available all information and documentation to the Seller in order to allow him to implement his rights of ownership. The Buyer shall point out the Seller's ownership against any enforcement officer or any third party. The Buyer shall bear all costs incurred in this connection including the replacement of the Products or Reserved Good, unless a third party can be held responsible.

2.6 The Buyer is entitled to resell the Reserved Good in the normal course of business. The Buyer hereby transfers any claim (invoice amount incl. VAT) against the acquirer or a third party to the Seller of the Reserved Good by way of security resulting from the resale of the Reserved Good, irrespective of whether the Reserved Product is sold without or after processing. In case of co-ownership of the Seller of the Reserved Good this shall be in proportion to the proportion of co-ownership. The same applies to any other claims which take the place of the Reserved Good or which arise with reference to the Reserved Good, such as insurance claims or claims arising from actions in tort, in case of loss or destruction.

The Buyer is authorised to collect the claims, also after assignment. The Seller's right to collect the claim remains unaffected. The Seller, however, undertakes to refrain

from collecting the claim as long as the Buyer is not in default with payments. The same applies in the event that the opening of insolvency proceedings is applied or payments are suspended. In this case, the Seller may demand from the Buyer to disclose the assigned claims and their debtors, to provide any information required for collection, to surrender the relevant documents and inform the debtors of such assignment.

2.7 If the Reserved Good is processed or modified by the Buyer then it is agreed that processing or modification is done in the name and on behalf of the Seller as manufacturer and the Seller directly acquires the ownership. If the processing is carried out with materials from a number of owners or the value of the processed object is higher than that of the Reserved Good then the Seller acquires co-ownership of the newly produced object in relation of the value of the Reserved Good to the value of the newly produced objects. In the event that no such acquisition of ownership by the Seller should occur the Buyer hereby transfers his future ownership or co-ownership of the newly produced object as security to the Seller.

2.8 If the Reserved Good is combined or inseparably mixed with other objects to form an integral object and if one of the other objects is to be seen as the main object, then, in so far as the main object belongs to him, the Buyer transfers the proportional co-ownership of the integral object to the Seller.

3. Liability for Defects and Limitation

3.1 Prerequisite for defects liability is the Buyers compliance with his duties under commercial law to examine the Product and notify any defect to the Seller. The delivered Products are subject to immediate and careful examination after receipt at the Buyer's place of delivery and, if there is any defect detected, the Buyer undertakes to notify the Seller immediately to this effect. In respect to visible and apparent defects or other such defects which would have been detected by thorough examination, such delivered Products shall be deemed approved by the Buyer.

3.2 In so far as the delivered Product is defective the Seller undertakes, at his choice and within an appropriate period of time, to remedy the defect or to replace the Product. In case the Seller remedies the defect, the Buyer undertakes to bear all expenses necessary for this purpose, in particular, freight costs, travel expenses, labour and material costs, unless otherwise agreed between the parties.

3.3 The Defects Liability Period of any non-conformity claim except for non-conformity claims arising from construction work, shall be limited to one year after delivery of the Product, unless otherwise specified. If the Seller or its agents caused a damage by intent or gross negligence or a culpably caused defect leading to damages or injuries to life, body and health occurs, the regular statutory limitation period shall apply.

III. Special Terms Applicable to Software

1. Applicability

1.1 In addition to the provisions stipulated in Part I and II, the following provisions apply to the sale of Software delivered as part of or in connection with associated hardware (hereinafter: "Software") as well as to the complete delivery, inasmuch as the breach of duty or default has its cause in the Software. These provisions shall apply unless otherwise agreed in writing.

1.2 The provisions in Part I. and II. exclusively apply to hardware and where the provisions under Part III. do not include any special provisions.

1.3 Firmware is not classified as Software within the meaning of these GTC but as part of the corresponding hardware on which it is installed.

2. Third Party Software

2.1 Where Software is sold to the Buyer for which the Seller only has a derived right of use ("third party software") the terms of use agreed between the Seller and the Licensor shall apply additionally prevailing over these provisions.

2.2 If and to the extent that open-source software is provided to the Buyer, the terms of use for the open-source code shall apply, additionally, prevailing over these provisions. On the Buyer's request, the Seller may surrender the source code provided that the corresponding terms of use relevant for the third party software or the open-source software allow such surrender.

2.3 The Seller will point out the existence and the terms of use of third party software and open source software in the contract making the terms of use available to the Buyer. The Buyer undertakes to comply with such terms of use.

2.4 In the event the Buyer infringes the terms of use, the Seller and also his licensor are entitled to assert resulting claims and rights on their own behalf.

2.5 Inasmuch as any third party, in particular, any possible licensors of the Seller, assert claims against the Seller for the Buyer's infringement of the terms of use, the Buyer shall hold the Seller harmless against any resulting damages, expenses and costs, including appropriate costs of legal defence, to the full extent.

3. Scope of Supply

3.1 The Buyer receives the Software together with the user's manual in the agreed form or, otherwise, in the Seller's standard manner.

3.2 The Buyer has no right to demand the surrender of the source code, however, this does not apply to open-source software. In such a case, above Part III. Section 2.2 of these GTC shall apply.

3.3 The Software (together with user's manual) is legally protected. With regard to the Buyer, the seller is entitled to the copyright, patent rights, trademark rights and any further ancillary copyrights in the Software as well as in other objects provided or made accessible by the Seller to the Buyer in the course of the initiation of the contract and its execution unless otherwise agreed. In so far as third party's rights are concerned the Seller has acquired corresponding exploitation rights in order to grant those covered by the contract to the Buyer.

- 3.4 Product descriptions, presentations and test programmes etc. are meant to be descriptions of the supplied Product, but not guarantees.
- 3.5 The Seller will not accept any obligation for the provision of Software services which go beyond those rendered within the scope of supply or related to liability for defects (e.g. maintenance or care). The latter shall be subject to explicit written agreement.
- 3.6 The Buyer undertakes prior to signing the contract to check that the Software specification meets his preferences and requirements. He shall be aware of the essential functional features and conditions of the Software.
- 3.7 The Products and the special rights under Part III. remain the Seller's property until complete payment of all secured demands. Prior to this, the Seller grants to the Buyer only a preliminary right of use revocable at any time.
- 4. Rights of Use**
- 4.1 Unless otherwise agreed, the Seller grants upon payment of all secured demands to the Buyer a simple, non-exclusive and permanent right to use the Software according to the contractual agreement, in particular, to install, load and run the Software.
- 4.2 Except for those cases falling under Section 69e of German Copyright Act ("Urheberrechtsgesetz") (decompilation), the Buyer may not modify, reverse engineer, disassemble or translate the Software.
- 4.3 Any exploitation of the Software by the Buyer, in particular, leasing, lending out and dissemination in a tangible or intangible form beyond the granted rights of use as well as the use of the Software by and/or for third parties shall generally be subject to prior written consent of the Seller.
- 4.4 The Buyer is entitled to process data to the agreed extent with the Software. Any other agreed provisions for the use shall be set up technically and complied practically.
- 4.5 The Buyer may only make one copy of the Software used for backup purposes. The backup copies shall be kept in a safe place. Copies no longer needed shall be deleted or destroyed.
- 4.6 The user's manual and other documents provided by the Seller may only be copied for internal purposes.
- 4.7 Inasmuch as the Buyer acquires a perpetual right of use, the Seller grants the right to transfer the right of use to third parties provided (i) that the Buyer ensures that the third party is not granted any further rights of use in the Software than the Buyer is entitled to under these provisions, (ii) that the existing provisions as per these GTC related to Software are imposed on the third party and that the third party also commits himself directly towards the Seller to comply with those provisions, (iii) that the transfer to the third party is perpetual, (iv) that the Buyer does not retain any copies of the Software and (v) that the Seller has agreed to such transfer in writing, whereby the Seller may only refuse the consent for cause. As far as timely limited acquisition of rights of use is concerned the transfer is subject to prior written consent of the Seller.
- 5. Other Rights and Duties of the Buyer**
- 5.1 The Buyer shall take all necessary and reasonable measures to prevent or limit any damages caused by the Software. In particular, he is responsible for the regular backup of programmes and data.
- 5.2 The Buyer tests the Software thoroughly for its applicability in the specific circumstances before use. This also applies to Software provided to the Buyer in connection with warranty.
- 5.3 The Buyer undertakes to take appropriate precautions for the event that the programme does not work properly, as a whole or in part (e.g., by data back up, fault diagnostics, regular check of the outcome, emergency plans, protection against malware). It shall be his responsibility to ensure the operability of the Software's working environment.
- 6. Liability for Defects**
- 6.1 The Software is classified as free of defects if it is of the agreed quality and suitable for the contractually presupposed use or has the qualities typical for Software programmes of this type. It shall meet the criterion of practical suitability being of the quality which is usual with this type of Software but must not be necessarily free from defects. Insignificant reduction of quality is disregarded.
- 6.2 A functional impairment of the Software resulting from defects in the hardware, environmental conditions, improper operation, negligent handling, etc. shall not be considered to be a defect.
- 6.3 Insofar as the Seller produces a new version of the Software available to the Buyer in which the defect no longer occurs and whose use is reasonable for the Buyer, this shall be classified as supplementary performance.
- 6.4 The Buyer shall support the Seller in analysing malfunctions and rectifying defects, in particular by describing problems occurring in a concrete manner, informing the Seller comprehensively and granting the required time and opportunity for supplementary performance.
- 6.5 The Buyer may remedy defects, at his choice, on site or in his business premises. The Seller may also provide services by remote maintenance. The Buyer undertakes to provide to the Seller at its own expense for the required technical prerequisites and enable electronic access to the Software after prior notice and during usual business hours.
- 7. Deficiency of Title**
- 7.1 The Seller undertakes that the contractual use of the Software by the Buyer is free of any third-party rights. In case of deficiency of title the Seller undertakes to provide the Buyer, at his discretion, with the possibility of legally unobjectionable use of the Software or equivalent Software.
- 7.2 The Buyer shall immediately notify the Seller about any enforcement of property rights on the Software (e.g. copyrights or patent rights) by third parties. Inasmuch as the Buyer refrains from using the Software on the grounds of a mitigation of damages or other justified reasons he shall point out to any third party that the suspension of use does not entail any acknowledgement of a violation of the property right. Furthermore, the Buyer will not acknowledge any violation of property rights.
- 7.3 Inasmuch as claims by third parties are not based on any violation of the Buyer's contractual duties (e.g. the use of Software contrary to contract) the Seller will defend any claims of third parties at his own expense or support the Buyer at his own expense to defend those claims, provided that the defence in his own name is not possible. This, however, shall only apply under the provision that the Buyer fulfils his duties under Part III., Section 7.2, sentences 1 and 3 above. In addition, the Seller shall hold the Buyer harmless against any costs in connection with the defence against such claims. The Buyer authorises the Seller to enter into a dispute alone with the third party.
- IV. Special Terms Applicable to Services**
- 1. Applicability**
- 1.1 For Services the following provisions shall apply according to the provisions under Part I. and II, unless otherwise specified.
- 2. Scope of Services**
- 2.1 The Seller offers to the Buyer Services in accordance with the underlying quotation. The description of the scope of Services is included in the specific quotation. Only the Seller's written order confirmation is decisive in respect of the scope of Services.
- 2.2 The Buyer may use eventual results deriving from the execution of the order only for those purposes pursuant to the contract.
- 2.3 The Service shall be considered fulfilled upon delivery.
- 3. Remuneration**
- 3.1 The Seller is entitled to remuneration for his Services. Inasmuch as the Parties agreed on a fixed price, it is based on the pre-contractual information of the Seller and the based scope of performance. Otherwise the Services will be charged based on the incurred working time
- 4. Buyer's Duty to cooperate**
- a. Scope and quality of the Services decisively depend on the scope and quality of the Buyer's cooperation. The Buyer shall therefore furnish all necessary cooperation works on his behalf and on behalf of his agents, on time and free of charge. The Buyer shall make available to the Seller, in particular, information, documentation, facilities, objects, etc. necessary for the execution of the Services, on time and free of charge. If the tested product, even after further request of the Seller, is not picked up, the Seller will arrange the return transport at the cost of the Buyer.
- b. The Buyer shall bear any additional expenses incurred due to late, inaccurate or incomplete delivery of information or any other improper acts of cooperation arising from the repeated execution or delayed supply of the Services.
- c. Inasmuch as the Buyer fails to provide the necessary acts of cooperation or the information or data transmitted by the Buyer are incomplete or unsuitable, then the Seller may set a reasonable period of time in which the Buyer shall provide the suitable information. The same applies to change requests creating an additional and not calculated workload and which additional costs are not borne by the Buyer. The Seller is entitled to withdraw from the contract with immediate effect in the event that the Buyer fails to comply within this period of time.
- d. Any costs incurred to the Seller resulting from the withdrawal of the contract shall be for the account of the Buyer.
- e. On the Seller's demand the Buyer shall confirm in writing the accuracy and completeness of the submitted information, documentation, statements, etc.
- 5. Liability for Defects**
- 5.1 The test report of the Seller refers only to the tested product and not to the series, even if no design changes have been made in comparison to the tested product. The Seller does not monitor any series; the Buyer is responsible for series monitoring.
- 5.2 Unless otherwise agreed in writing, the Seller shall not be responsible for the examination or correctness of safety regulations and safety programs used for the Services. The Seller shall perform the Services complying with the regulations, rules and specific requirements of the Buyer applicable to the tested product.
- 5.3 At each stage of storage, handling and preparation for a test of a product the Seller shall take safety precautions for preventing as far as possible damages to the samples or tested products (for example due to soiling, corrosion or overloading) and for preventing incorrect results. The Buyer is aware of that many of the specified tests may cause damages or destructions of the tested product. Any liability of the Seller in connection with performing the Services shall be excluded within the limitation of Part I.6. Furthermore, the liability in connection with the use and sale of the tested product shall be excluded, within the limitation of Part I.6.
- 5.4 The Seller undertakes that execution of the Services is free of any third-party property rights.
- 5.5 The Buyer shall notify the Seller, immediately, in writing, if third parties assert any property rights (e.g., copyrights or patent rights). Inasmuch as the Buyer refrains from using the Services on the ground of mitigation of damages or other justified reasons,

he shall point out to any third party that the suspension of use does not entail any acknowledgement of a violation of the property right. Furthermore, the Buyer will not acknowledge any violation of property rights.

5.6 Inasmuch as claims by third parties are not based on any violation of the Buyer's contractual duties (e.g. the use of Services contrary to contract) the Seller will defend any claims of third parties at his own expense or support the Buyer at his own expense to defend those claims, provided that the defence in his own name is not possible. This, however, shall only apply under the provision that the Buyer fulfils his duties under Part IV., Section 5.2, sentences 1 and 3 above. In addition, the Seller shall hold the Buyer harmless against any costs in connection with the defence against such claims. The Buyer authorises the Seller to enter into a dispute alone with the third party.

6. Termination

6.1 Unless otherwise agreed in writing the contract concerning a Service may be terminated by each party within a period of three months giving written notice to the other party. The termination of a contract shall not affect other contracts regarding different Services.