

I. General Provisions

These "General Terms and Conditions of Assembly" apply to all assembly and repair work which we carry out on items supplied by us. Where these "General Terms and Conditions of Assembly" are silent, our "General Terms and Conditions of Business" shall apply to assembly and repair work.

The dates for assembly specified in our acknowledgement of the order shall be deemed an indication. Commencement of assembly shall be subject to prior binding agreement. In any event, liability to pay compensatory damages in cases of delayed commencement of assembly is excluded.

II. Scope of Work

The activities of our assemblers include installation of the items supplied by us, testing the operability of the plants where possible and, where necessary, instructing the operating personnel designated by the customer

With regard to repair orders, the activities of our assemblers shall be governed by the scope defined in each written repair order.

If, upon commencement of repair work, it becomes apparent that considerably more extensive repair work is necessary, this shall be deemed approved by the customer, unless the customer objects without undue delay upon notification of this fact by our assemblers.

Except with our prior written consent, the assemblers assigned by us shall not be entitled to carry out assembly or repair work on items which we have not supplied, even if such items are an essential component of the plant as a whole.

III. The Supplier's Duties

We undertake to carefully select and properly instruct the assembly personnel. We shall be exclusively responsible for deciding on the number and composition of the assembly personnel to be assigned in individual cases.

IV. The Purchaser's Duties

The customer undertakes to support us in the preparation and execution of assembly work and to take, free of charge, all measures not falling under our responsibility. In particular, the customer shall undertake at no charge to us:

all preliminary work necessary for assembling our items, including earthwork, bricklaying work, electrical work, locksmith's work and foundation work.

- a) Providing necessary devices and heavy tools such as cranes, lifting gear, compressors etc.
- b) Providing necessary items and materials such as winding sticks, bases, sealing material, lubricants, water, compressed air, oxygen and electricity.
- c) Providing suitable workers, who shall be subject to the instructions issued by our assembly supervisor. Our assembly supervisor shall also be entitled to reject workers who appear unsuitable. We assume no liability for the workers provided.
- d) Providing necessary dry and lockable rooms for storing our assembly personnel's tools. Providing suitable burglar-proof recreation rooms and working rooms with heating and lighting, washing facilities, sanitary facilities and first aid supplies for the assembly personnel.
- e) Transporting assembly parts to the assembly site, protecting assembly parts and materials against harmful influences of any kind whatsoever and cleaning assembly parts.
- f) Providing materials and taking all other actions necessary for adjusting the supplied item and for carrying out tests.

The customer assumes responsibility for compliance with prevailing accident prevention regulations. It shall take necessary measures at the assembly site.

Furthermore, the customer undertakes to inform our assembly supervisor of impending safety regulations, in so far as these relate to our assembly personnel.

Breaches of safety regulations by our assembly personnel shall be reported to us without undue delay. All the aforementioned measures

shall be taken in sufficient time to enable our assembly personnel to begin assembly work immediately upon arrival and to complete assembly work without interruption.

V. Duty to Notify

If the customer has misgivings about the manner of execution, about preliminary work on the part of sub-suppliers and/or about inconsistencies in the drawing documentation, it shall without undue delay give the project management of the company Axmann written notification thereof, stating the reasons.

VI. Hours of Work

As the duration of assembly work essentially depends upon the conditions at the site, all indications of the duration of assembly work are approximate and non-binding.

The collectively agreed working week of our assemblers is currently 40 hours, 8 hours a day from Monday to Friday.

Our assemblers shall not be obliged to work overtime, work on non-working Saturdays or work on Sundays or public holidays. Nevertheless, subject to our approval, they shall be given the opportunity to work beyond the normal hours of work, if they consider this to be necessary.

In such cases, the customer shall take all measures necessary for extending the hours of work and shall obtain any and all necessary official permits.

Where our assembly personnel are unable to begin assembly work without undue delay upon arrival or are required to interrupt assembly work for a period expected to exceed 4 hours of work, we shall be entitled to recall our assembly personnel and fix a new date for assembly, unless we are to blame for the delay or interruption.

VII. Billing Rates for Assembly Work

Where assembly and/or repair costs relate to labour costs, these shall generally be charged on the basis of hours of work performed. In respect of remote assembly work and local assembly work, the following rates shall be charged for working time, travelling time, assembly preparation time and, where applicable, maintenance times:

- a) Hourly rate for assemblers: EUR 51.00
- b) Hourly rate for assembly foremen: EUR 60.00
- c) Hourly rate for assembly supervisors: EUR 69.00
- d) Hourly rate for SPC technicians: EUR 81.00
- e) Hourly rate for engineers: EUR 93.00
- f) Hourly rate for software engineers: EUR 98.00
- g) Hourly rate for workshop work: EUR 70.00

The following surcharges shall be levied on the aforementioned hourly rates:

- a) Overtime per day, 1 - 2 hours 25 %
- b) Overtime daily in excess of 2 hours 50 %
- c) Work on a Saturday 50 %
- d) Work on a Sunday 70 %
- e) Hours of work on a public holiday 100 %
- f) Night work from 7 pm to 6 am 60 %
- g) Allowance for difficult working conditions, for example free height in excess of 5 m, water, swampy ground, dust, acid fumes, temperatures in excess of 30°C in rooms, snow, rain or storm = at least 10 %, but otherwise in accordance with the rates of surcharges for your specialised group.

The public holidays designated as statutory public holidays in your territory shall be deemed public holidays.

VIII. Separation Allowance in the Domestic Country / Abroad

The separation allowance comprises the fee for board and personal expenses (out-of-pocket expenses) and totals as follows:

- a) EUR 30.00 shall be charged for assembly work over 5 hours of working time and travelling time.

- b) Costs for overnight accommodation shall be invoiced on the basis of submitted receipts or at a flat rate of EUR 31.00.
- c) Rates of separation allowance shall be fixed individually in the case of assembly work abroad.
- d) The separation allowance shall also be payable for work performed on non-working Sundays and public holidays, provided that these fall within the overall assembly period.

IX. Travelling and Travel Expenses

Travelling and travel expenses and all resulting incidental expenses shall be charged as follows, stating the individual items:

- a) The cost of a 2nd class ticket in the case of journeys using the German Federal Railways [Bundesbahn].
- b) Instead of travelling by rail, an assembly vehicle may be used at our option. For every kilometre driven from the works, the assembler's home or the assembler's location to the place of assembly and back using an assembly vehicle, EUR 1,00 shall be charged.
- c) The customer shall equally bear travelling expenses for weekend trips home and other trips home which are embodied in law.
- d) Travel and travelling expenses caused by interruption through no fault of own shall be chargeable to the customer.

X Assembly Costs - Invoice

Assembly costs include the provision of necessary tools, but not other material necessary for assembly and/or repair work.

We shall be entitled to increase assembly costs, if the collectively agreed wages, separation allowance or other costs increase. Travel expenses, separation allowance, assembly costs and transport costs for tools shall be charged separately.

The risk in respect of transportation of tools shall be borne by the customer. The customer shall also be liable for loss of or damage to assembly tools at the place of assembly, unless we are to blame for such loss or damage.

All our prices are understood to exclude VAT.

Where assembly or repair work lasts longer than one week, we shall be entitled to bill assembly costs weekly and additionally demand total or partial advance payment of expected assembly and repair costs, provided that the customer is in default.

XI. Record of Hours of Work and Work Performed

Every assembler shall receive two assembly certificates indicating the working time, travel time, waiting time through no fault of the assembler, preparation time and winding-up time. The customer shall retain one form for verification. The second form must be signed by the customer and be handed over to the assembler.

The customer shall be obliged to check the work performed by our assemblers and make known to our assembler any and all complaints before the assembly work is completed.

If in the opinion of the customer the work and/or hand-over of the plant is not to its satisfaction, the customer must record this on the assembly certificate.

If the customer refuses to perform such an acceptance inspection, the plant shall be deemed accepted on the day our assembly personnel depart, but no later than when the plant is put into operation.

The customer may not refuse to accept assembly or repair work due to a minor defect which we have agreed to rectify.

The customer shall not be entitled to claims based on defects which were apparent during the acceptance inspection, but were not complained about by the customer without undue delay.

XII. Liability

We shall be exclusively liable within the scope of our liability insurance.

Consequential damages caused by a defect, such as in particular lost profit or damages due to interruption in production or operations, are explicitly excluded.

In the event of loss of test data or damage to data material or carrier material, the company Axmann's liability shall be limited to the value of material in respect of the data carriers. In particular, therefore, liability shall not include the cost of restoring lost data.

The company Axmann shall only be liable on account of breach of confidentiality in cases where employees of the company Axmann or sub-suppliers of the company Axmann and/or their employees have acted with intent or gross negligence. Claims against employees of the company Axmann or employees of its sub-suppliers are excluded, in so far as legally permissible.

Where claims for compensatory damages are excluded or limited under the above subsections, this exclusion or limitation shall also cover claims in tort and claims against employees or representatives of the company Axmann.

We shall not be liable for work by our assembly personnel or other performing agents where the work does not relate to assembly or where defects are due to tampering by the purchaser.

The customer shall be obliged to ensure safety at the place of assembly. It shall be liable to us for personal injury and property damage arising from any breach of this obligation.

For a 12-month period from acceptance, we shall be liable for proper and professional assembly or repair work to the extent that defects for which we are responsible shall be rectified by us free of charge. Claims over and above this are excluded.

Defects discovered shall be notified to us without undue delay. The right to assert claims based on defects shall be subject to a 3-month limitation period from notification.

The warranty shall be extended by any period during which operations are interrupted due to defect rectification work on our part, but limited to the parts of the plant to which the defect relates.

With regard to repair costs, our liability shall be limited to proper and professional execution of repair work. We shall not be obliged to inspect the plant for other defects which impair or destroy its operability. Damage arising due to normal wear and tear or due to improper treatment or handling shall not establish liability for defects.

Our liability for defects shall lapse, if the customer has, itself or through a third party, made modifications to the plant without our prior written consent. Furthermore, our liability shall lapse, if the customer defaults on performance of a due obligation in relation to us. Nor shall we be liable for work which our assembly personnel have carried out on parts not supplied by us, unless we have issued them with a written instruction to do so.

The customer shall give us the time and opportunity, during normal hours of work, to rectify defects.

Beyond the aforementioned claims, the customer may not assert claims for compensatory damages on any legal basis whatsoever. Particularly excluded are claims of any kind whatsoever for compensation for consequential damages, also on account of positive breach of contract or tort, unless the latter occurred with intent.

Where terms and conditions contrary hereto exist for envisaged assembly work, these must be agreed upon in writing or be recorded in the wording of the assembly order.

XIII. Place of Jurisdiction

The place of jurisdiction for both Parties is Zwenkau or the regional court [Landgericht] which has jurisdiction.

I. Scope

- Our General Terms and Conditions of Sale apply to all - including future - legal relationships between the parties to the Contract. Agreements to the contrary are only valid if confirmed by us in writing.
- We are not bound by any contrary or contradictory General Terms and Conditions of the other party to the Contract - hereinafter referred to as the Purchaser - even if we do not expressly object to them.
- Our Terms and Conditions only apply in respect of Companies as defined in § 310 Section 1 BGB [Civil Code].
- Should any provision contained in our General Terms and Conditions of Sale prove to be or become invalid the validity of all remaining provisions shall not be thereby affected.

II. Tender and Tender Documentation

- Our tender is subject to confirmation in the absence of anything to the contrary ensuing from the offer.
- We can accept orders within a period of 6 weeks. The said period commences upon receipt of order. The minimum order value is EUR 50.-, excluding value-added tax. den Umfang der Lieferung oder Leistung ist
- Our written Confirmation of Order is definitive in respect of supply of goods or services. Assurances regarding characteristics, supplements or ancillary agreements must be in writing to take legal effect.
- Our sales staff are not authorised to enter into verbal ancillary agreements or to give assurances extending beyond the content of the written Contract.
- We retain title and intellectual property rights to all diagrams, drawings, calculations and other documentation. Prior to transmission thereof to third parties the Purchaser requires our express written permission.
- In the case of series production or special custom designs we reserve the right to apply an over or under-delivery rate of 10%. The resultant over or under-delivery shall be invoiced accordingly.
- We are entitled to make part deliveries if this may be considered reasonable for the customer.

III. Prices and Terms of Payment

- If nothing to the contrary emerges from the Confirmation of Order our prices are "ex stock" or "ex works" and exclusive of shipping and handling charges, customs or excise duty, packaging and are liable to the prevailing rate of statutory VAT.
- We reserve the right to adjust our prices accordingly if subsequent to conclusion of the Contract cost reductions or cost increases, in particular as a consequence of collective wage agreements, changes in the cost of materials or currency fluctuations take place. Evidence of the above shall be made available to the Purchaser on request.
- Deduction of discount requires separate written agreement. If nothing to the contrary emerges from the Confirmation of Order the net purchase price shall be due for payment (without deduction) within 14 days from date of invoice. Part invoices shall be presented for part deliveries. Payment terms shall run separately for each part invoice. Statutory provisions apply in the event of payment arrears.
- We only accept drafts or cheques in payment and not in lieu of payment after separate agreement. Our account is not settled until the date on which the funds are available to us without having to make allowance for charge-back claims. Collection charges, discount charges or bill charges including interest shall in all cases be borne by the Purchaser and are payable immediately.
- We only accept drafts or cheques in payment and not in lieu of payment after separate agreement. Our account is not settled until the date on which the funds are available to us without having to make allowance for charge-back claims. Collection charges, discount charges or bill charges including interest shall in all cases be borne by the Purchaser and are payable immediately.

IV. Product Information and Design Modifications

- The Purchaser undertakes to provide us with a comprehensive description of every aspect and detail of the conditions under which the goods supplied shall be used.
- We reserve the right to introduce design modifications in the interests of technical progress provided the latter do not involve any changes in the function of the goods.

V. Delivery Period

- Information regarding delivery periods is unbinding unless the delivery date has been exceptionally agreed as "binding".
- The delivery period shall commence with the date of confirmation of order but not however prior to provision of items required to be furnished by the Purchaser i.e. supporting documentation, official approvals and releases including receipt of any agreed payment, opening of any letter of credit required or evidence of arrangement of any collateral agreed.
- The delivery period shall be deemed met if the goods have left the Zwenkau warehouse facility within the delivery period.
- Should any unforeseen impediments outside our control arise which despite the requisite care required given the particular circumstances of the case we are not in a position to avert - irrespective of whether the said impediments occur with us or at subcontractors - including *force majeure* (e.g. war or natural catastrophe) or delays in the supply of essential raw materials or other

circumstances for which we are not responsible - we are entitled to withdraw from the Supply Contract either wholly or in part or alternatively to extend the delivery period by the duration of the impediment. We shall be entitled to the same rights in the event of strikes and lockouts at our premises or those of our upstream suppliers. We shall immediately notify our customers of any such circumstances.

- In the event of delay in delivery the Purchaser may, following the expiry of an appropriate period of grace to no effect, withdraw from the Contract; in the event of the practical impossibility of supply of goods on our part he is also entitled to do so without notice. A period of 1 month shall be deemed appropriate and in the case of special custom-made products this shall be a minimum of 2 months. Delayed delivery shall equate to impossibility if delivery does not follow after 1 month or 2 months in the case of special custom-made products. Claims for damages (including any consequential loss) shall be excluded irrespective of Section 6; the same shall apply in the case of reimbursement of expenses.
- The liability disclaimer provision under Section 5 shall not apply if any exclusion or restriction of liability is agreed in respect of injury to life, physical injury or damage to health which is due to intentional or negligent dereliction of duty on the part of the user or intentional or negligent dereliction of duty on the part of any legal representative or vicarious agent of the user; nor shall it apply if any exclusion or limitation of liability is agreed for other forms of damage caused by any intentional or grossly negligent dereliction of duty on the part of any legal representative or vicarious agent of the user. If we culpably infringe any essential contractual obligation or any cardinal obligation liability shall not be excluded but shall be limited to typical foreseeable contractual damage. In the event of reimbursement of expenses the above shall apply accordingly.
- If any commercial fixed date transaction has been agreed the liability limitations arising from Sections 5 and Section 6 shall not apply; the same applies if the Purchaser is in a position to claim that as a consequence of the delay for which we are responsible his interest in performance of the Contract ceases to apply.
- In the case of call orders calls shall be notified to us in a timely manner to enable orderly manufacture and supply and at least 6 weeks prior to the desired delivery date. Call orders must be called forward within 12 months from the date of order if no other fixed deadlines have been agreed. If call does not follow or not completely within 12 months from the date of order or on the agreed call terms the Purchaser shall be deemed in default of acceptance.
- Should the Purchaser fall into acceptance arrears or infringe duties of cooperation we are entitled to claim compensation for loss incurred by us including any additional expenses. In such event risk of accidental destruction or loss or accidental deterioration of the item of purchase shall transfer to the Purchaser if the latter is in default of acceptance.

VI. Transfer of Risk, Packaging Costs and Insurance

- Upon handover to the forwarding agent or carrier and at the latest upon leaving our premises risk of accidental destruction or loss and accidental deterioration transfers to the Purchaser.
- Should handover be delayed due to any circumstance for which the Purchaser is responsible or as a consequence of the latter's instructions risk shall transfer to the Purchaser with effect from the date of notification of readiness for despatch. At the express written request of the Purchaser we undertake to insure goods stored with us at the Purchaser's cost. This also applies in those cases where a delivery period has not been expressly agreed with the proviso that risk transfers to the Purchaser 7 calendar days following notification of readiness for despatch.
- If the Purchaser wishes we shall cover delivery by transport insurance; costs in this regard shall be borne by the Purchaser.
- Transportation and all other packaging shall not be returned subject to requirements of the German Packaging Ordinance. Pallets are excluded. The Purchaser undertakes to arrange disposal of packaging materials at his own cost.
- Delivered items shall be received and accepted by the Purchaser even if they display minor imperfections irrespective of his rights under the terms of §§ 433 ff. BGB.

VII. Reservation of Title

- Up to the point of full settlement of the purchase price including all subsidiary claims and prior to settlement of all other claims arising from the business association goods delivered shall remain our property. Up until that point the Purchaser is not entitled to pledge the goods to third parties or to assign them as security. The Purchaser shall store the reserved goods for us at no charge.
- In the event of processing and combination of reserved title goods with other goods by the Purchaser we shall acquire joint title to the new item in the ratio of the invoiced value of the reserved title goods to the combined material entity. The joint title rights accordingly ensuing shall be considered as reserved title goods as defined in Clause 1.
- The Purchaser is entitled to sell the reserved title goods in the due process of sale provided he is not in payment arrears in respect of our purchase price claims.

4. The Purchaser hereby assigns to us at this point in time all claims accruing to him as a result of resale of the reserved title goods vis-à-vis third parties. If the reserved title goods are sold following processing, combination or amalgamation assignment of the claim arising from resale shall apply only up to the extent of the value of the reserved title goods invoiced to the Purchaser by the Vendor. This shall also apply if the reserved title goods are resold together with other goods which similarly do not belong to the Vendor.
 5. The Purchaser is also authorised to collect the claim even following assignment. We may restrict the said collection authorisation on the basis of justifiable interest or revoke the same on due cause found, in particular in the event of payment arrears. We may require that the Purchaser shall notify us of the claims assigned to him and of related debtors plus all information necessary for collection and surrender to us all associated documentation and disclose the said assignment to his debtors.
 6. We undertake to release the securities due to us on the basis of the above provisions at our discretion upon the Purchaser's request to the extent that their realisable value exceeds the claim secured by 20% or more.
 7. The Purchaser hereby declares his consent that the persons authorised by us in connection with assignment of the reserved title goods may enter the property or building on or in which the items are situated in order to take possession of the reserved title goods.
 8. The Purchaser shall immediately inform us in respect of any confiscation, compulsory enforcement or other third party intervention adversely affecting our rights of ownership. The Purchaser shall bear the costs of measures to remedy third party interference in particular of any possible intervention procedures.
8. No guarantee is assumed in the event of damage attributable to inappropriate use, faulty assembly by the Purchaser or third parties, natural wear and tear, incorrect or negligent treatment, improper modifications carried out without our prior consent or servicing work by the Purchaser or third parties.
 9. Claims for remedy, damages and replacement use shall be time-barred one year from the date of purchase of the item concerned. This does not apply to any item used in accordance with its customary purpose for a building and has caused faultiness in the latter in which case time-barring is after 5 years. Claims for abatement of price and exercise of any right of withdrawal are excluded if the claim for remedy is time-barred. In the event of operation of Sentence 3 however the Purchaser may only refuse payment of the purchase price to the extent that he would be entitled to do so as a consequence of withdrawal or abatement; in the event of withdrawal exclusion and subsequent payment refusal we are entitled to withdraw from the Contract.
 10. Claims arising from manufacturer redress remain unaffected by this Section.

VIII. Guarantee and Liability

1. Should there be any defect for which we are responsible we are entitled to decide between rectification and replacement at our own discretion. A precondition in such an event is that the defect is not immaterial. In the event of rectification of defects, this shall occur exclusively at our works or at other works designated by us. Freight charges shall be borne by the buyer. Should one of or both forms of remedy prove impossible or disproportionate we are entitled to refuse it. We may refuse to effect a remedy for as long as the Purchaser fails to meet his payment obligations towards us to an extent equating to the fault-free portion of the goods or services.
2. If electric motors or other parts not manufactured by us are or become defective, claims to which we are entitled against the manufacturer on account of the defect shall be assigned to the buyer. The buyer explicitly accepts this assignment.
3. Should rectification or replacement fail to be made within an appropriate period - with due consideration of our supply options - or if rectification and/or replacement should fail the Purchaser may demand a reduction of remuneration (abatement) or withdraw from the Contract.
4. The Purchaser's rights in the event of defect assume that the latter has met his obligation under § 377 HGB [Civil Code] to inspect and submit complaints upon receipt of the goods in a timely manner.
5. If nothing to the contrary emerges under Section 7 below further claims on the part of the Purchaser, irrespective of legal grounds (in particular claims arising from infringement of main and ancillary contractual obligations, reimbursement of expenses with the exception of those defined in § 439 II BGB, impermissible act and any other tortious liability) are excluded; this applies in particular to damage not occurring to the item supplied itself including compensation claims for lost profit; also included are claims which do not result from the faulty nature of the purchased item.
6. The above provisions also apply in the case of delivery of another item or a lesser quantity.
7. The liability disclaimer provision under Section 5 shall not apply if any exclusion or restriction of liability agreed for injury to life, physical injury or damage to health is due to intentional or negligent dereliction of duty on the part of the user or intentional or negligent dereliction of duty on the part of any legal representative or vicarious agent of the user; nor shall it apply if any exclusion or limitation of liability is agreed for other forms of damage caused by any intentional or grossly negligent dereliction of duty on the part of any legal representative or vicarious agent of the user. If we culpably infringe any essential contractual obligation or any "cardinal" obligation liability shall not be excluded but shall be limited to typical foreseeable contractual damage; in other respects it is excluded under Section 5. The liability disclaimer additionally does not apply in those cases where under product liability legislation in the event of defects in the goods supplied there is liability in the case of personal injury or damage to property relating to privately used items. Nor does it apply in the case of assumption of a guarantee and assurance of a characteristic feature if a defect covered thereby activates our liability. In the event of reimbursement of expenses the above shall apply accordingly.

IX. Liability for Collateral Obligations

1. If through any fault on our part the item supplied cannot be used as stated under the terms of the Contract or if damage occurs as a consequence of omitted or faulty implementation of suggestions and consultations prior to and subsequent to conclusion of the Contract including other contractual collateral obligations to the exclusion of further claims on the part of the Purchaser the provisions of Clauses VIII and X shall apply accordingly.

X. Withdrawal by the Purchaser and other Liabilities on our part

1. The following provisions shall apply in the event of infringements over and above liability for defect and shall neither exclude nor limit statutory right of withdrawal. Similarly, lawful or contractual claims due to us shall be neither excluded nor limited.
2. The Purchaser may withdraw from the Contract if the overall performance is definitively impractical, the same applying to incapacity. The Purchaser may also withdraw from the entire Contract if in the event of an order for similar items implementation of part of the supply is impossible in terms of numerical quantity due to our representation obligation and if he has no interest in partial supply; if this is not the case the Purchaser may abate the consideration accordingly; the right of withdrawal shall not apply in the case of immaterial infringement of obligation.
3. Should there be any delay in performance and provided the Purchaser grants us an appropriate period to complete performance following justification of the delay and should the said period fail to be observed the Purchaser shall be entitled to withdraw. In the event of partial delay in performance Section 1 Sentence 2 shall apply accordingly. If prior to delivery the Purchaser requires in any aspect alternative execution of the item supplied the delivery period shall be interrupted until the date of agreement regarding execution and if necessary extended by the time necessary for alternative execution.
4. Withdrawal shall be excluded if the Purchaser is solely or to a large extent predominantly responsible for the circumstance entitling him to withdrawal or if the circumstance for which we are responsible occurs at the point in time of default in acceptance on the part of the Purchaser. In the event of impracticality we retain in the above cases our claim to consideration as defined in § 326 Section 2 BGB [Civil Code].
5. Further claims on the part of the Purchaser, irrespective of legal grounds (in particular claims arising from default at the point of conclusion of the Contract, infringement of main and ancillary contractual obligations, reimbursement of expenses, impermissible act and any other tortious liability) are excluded; this applies in particular to damage not occurring to the item supplied itself including compensation claims for lost profit; also included are claims which do not result from the faulty nature of the purchased item. This shall not apply if the cause of damage is due to intent or gross negligence on our part, our legal representatives or vicarious agents. Nor shall this apply if the damage arises from culpable injury to life, physical injury or damage to health. To a similarly lesser degree liability in the event of assumption of a guarantee is excluded if an obligation infringement covered thereby activates our liability. If we culpably infringe any essential contractual obligation or any "cardinal" obligation liability shall not be excluded but shall be limited to typical foreseeable contractual damage.

XI. Place of Performance and Jurisdiction

1. Place of performance of both parts arising from all legal relationships is Zwenkau.
2. In respect of the legal relationship between the Purchaser and us the laws of the Federal Republic of Germany apply. UN Sale of Goods legislation (CISG) is expressly excluded.
3. Legal venue for all disputes arising from the contractual relationship is Zwenkau. We are also entitled to file an action at the domicile of the Purchaser.