

Terms and conditions of Kurt Willig GmbH & Co. KG, Borsigstr. 23, 94315 Straubing (AG Straubing – HRA 1660) for exclusive use with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal persons under public law or separate estates under public law as clients

I. Scope of application

1. The following terms and conditions apply for all delivery and service contracts concluded between the buyer and the seller – Kurt Willig GmbH & Co. KG – insofar as it concerns contracts with entrepreneurs within the meaning of Section 14 BGB (B2B commerce) or legal persons under public law or separate estates under public law. They apply for all offers and sales of new and used machines/trucks/superstructures or other products. The sale to the buyer takes place as an end-customer. The buyer shall not sell the goods on to consumers in the course of conducting commercial or independent professional activity. Unless otherwise agreed, it is permissible for the buyer to sell the goods on to entrepreneurs within the meaning of Section 14 BGB if it is ensured that goods are not sold to consumers within the meaning of Section 13 BGB as end-consumers in the course of the resale chain.
2. Divergent and conflicting terms and conditions on the part of the buyer are only binding for the seller if they are expressly confirmed in writing by the seller.
3. These terms and conditions also apply for all future business with the purchaser to the extent that it concerns legal transactions of a similar nature.
4. The place of performance is 94315 Straubing (head office of Kurt Willig GmbH & Co. KG). The exclusive place of jurisdiction for all disputes arising from the contractual relationships is Straubing provided that the contracting partner is a businessman, legal person under public law or separate estate under public law. The agreement regarding the place of jurisdiction also applies for customers who conduct comparable commercial activity abroad and for foreign institutions that are comparable with domestic legal persons under public law or with a domestic separate estate under public law.
5. The law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11th April 1980 does not apply. The European Principles of Contract Law (EPCL) and the United Principles of International Commercial Contracts (UP) are also excluded.

II. Offer and contract conclusion

1. All offers from Kurt Willig GmbH & Co. KG are non-binding and subject to change. An order placed by a customer via our online shop constitutes a binding offer from us to conclude a purchase contract. When the customer places an order with us, we send the customer an email which confirms our receipt of the order and specifies the details of it (order confirmation). This order confirmation does not yet constitute acceptance of the customer's offer, rather it should only inform the customer that we have received their order. A purchase contract only comes into being when we dispatch the product that has been ordered to the customer or confirm dispatch to the customer with a second email (shipping confirmation). Up until this time, Kurt Willig GmbH & Co. KG expressly reserves the right to refrain from delivering the goods offered, in particular in the event that they are unavailable. Only when Kurt Willig GmbH & Co. KG accepts the offer does a claim for the delivery of goods arise.

Kurt Willig GmbH & Co. KG can accept other orders or contracts within a reasonable period (however at most 14 days) after receipt.

2. The legal relationship between the seller and the buyer is solely governed by the contract that has been concluded in writing, including these terms and conditions. Additions and amendments to the agreements, including to these terms and conditions, in particular the necessity of the written form itself, must be made in writing in order to be effective.
3. The seller reserves the rights to all offers that it makes as well as samples, drawings, images, calculations, brochures, catalogues, models and other documents and resources made available to the buyer. The buyer must not make these materials or the contents thereof available to third parties without express permission from the seller, nor make third parties aware, nor use or reproduce the materials itself or through third parties. Upon request from the seller, the buyer must return these materials in their entirety to the seller and potentially destroy any copies made if the buyer no longer requires them in the course of its ordinary course of business, or if negotiations do not lead to the conclusion of a contract.
4. Orders placed by customers from abroad via our online shop also constitute a binding offer from us to conclude a purchase contract. When a customer places an order with us from abroad, we shall check the specific shipping costs and communicate them to the customer. At the earliest, a purchase contract only comes into being when we dispatch the product that has been ordered to the customer or confirm the conclusion of the purchase contract in another manner e.g. by sending an invoice. Up until this time, we expressly reserve the right to refrain from delivering the goods offered, in particular in the event that they are unavailable. Only when we accept the offer does a claim for the delivery of goods arise.

III. Prices and payment, terms of payment

1. Our prices are to be understood - without discount or other deductions - as ex works in Euros plus the Value Added Tax applicable at the time of delivery, any packaging, shipping, customs duty, fees and other public duties. No special benefits shall be granted.
2. The costs for transport insurance, loading and transportation as well as customs fees and stamp duty are borne by the buyer.
3. Furthermore, the prices valid on the day of delivery shall prevail.
4. Unless otherwise agreed, all invoices from the seller are due immediately and in full. The purchase price and prices for ancillary services are due for payment at the latest upon the transfer of the object of purchase and the delivery or transmission of the invoice. In the case of advance payment, it is considered agreed that the purchase price including shipping costs is due immediately. In accordance with Section 286 para. 1 BGB, default occurs at the latest 30 days after the due date and receipt of an invoice or of an equivalent payment schedule, if the buyer does not perform. Receipt by the seller is decisive for the date of payment.
5. 30 days after the due date, at the latest, the buyer must pay interest on arrears in the amount of 9 percentage points above the basic rate of interest (Section 247 BGB). The seller reserves the right to prove greater damage caused by the delay.
6. Payment orders, cheques and bills of exchange require special agreement and are only accepted for processing, not in lieu of performance within the meaning of Section 364 BGB. The buyer is to assume all collection and discounting expenses. Renegotiation and renewal are not considered as performance within the meaning of Section 362 BGB.
7. If the claim for payment is substantially jeopardised, the seller is entitled to claim advance payments or sufficient securities. If the buyer refuses to make advance payments or provide securities, the seller may rescind the contract and claim compensation.
8. Incoming payments always settle costs, then interest and lastly, the principal claim; with several claims, the oldest one must be settled first.

IV. Delivery and period of delivery

1. Unless otherwise agreed in individual cases, delivery will be ex domestic works (head office of Kurt Willig GmbH & Co. KG). If the delivery or collection takes place from an external storage site upon the buyer's request, a flat-rate warehouse surcharge may be added to the invoice. The goods shall always be shipped uninsured.
2. The seller reserves the right, in particular when accepting a business relationship, to make arrangements in the individual contracts with the client whereby deliveries or services are only carried out by the seller against advance payments or securities.
3. Deadlines and times for deliveries and services assured by the seller are only ever approximate unless a set deadline or time has been confirmed or agreed. Insofar as shipping has been agreed, delivery times and dates refer to the time of transfer to the shipping agent, haulage contractor or other third-party commissioned with transportation.
4. A new delivery date shall be agreed if another version of the purchase object is requested by the buyer at any point prior to delivery.
5. Notwithstanding its rights resulting from default on the part of the buyer, the seller may request an extension of the delivery and service deadlines from the buyer or request to defer delivery and service times for the period in which the client cannot perform its contractual obligations towards the seller.
6. Without the need for a specific contractual agreement, the seller is entitled to partial deliveries if the partial delivery is suitable for the buyer within the scope of the contractually intended purpose, the delivery of the remaining goods that have been ordered is guaranteed, and no considerable extra work or additional costs are required from the buyer as a result of this (unless the seller has already agreed to take responsibility for these costs).
7. Default in delivery, liability for default in delivery:
 - a) If the underlying sales contract is a fixed-date transaction within the meaning of Section 286 II, 1 BGB or Section 376 of the German Commercial Code (HGB), the seller is liable according to the legal provisions. The same applies if, due to a default in delivery for which the seller is responsible, the buyer is entitled to assert the discontinuance of its interest in further fulfilling the contract. In this case, the liability of the seller is limited to foreseeable and typically occurring damages if the default in delivery is not caused by a deliberate violation of the contract for which the seller is responsible, in which the seller is responsible for a fault on the part of its representatives or subcontractors.
 - b) The seller is also liable to the buyer upon default in delivery according to the legal provisions if this is caused by a deliberate or grossly negligent violation of the contract on the part of the seller, whereby the seller is responsible for a fault on the part of its representatives or subcontractors. The liability of the seller is limited to

foreseeable and typically occurring damages if the default in delivery is not due to a deliberate violation of the contract for which the seller is responsible.

- c) In the event that a default in delivery for which the seller is responsible is due to a culpable violation of a significant contractual obligation, whereby the seller is responsible for a fault on the part of its representatives or subcontractors, the seller is liable according to the legal provisions with the proviso that, in this case, liability for compensation is limited to foreseeable and typically occurring damages. Significant contractual obligations are those which must be fulfilled to enable the proper performance of the contract in the first place, which the buyer regularly relies on being observed and the violation of which jeopardises the achievement of the contract's purpose, and. In particular, significant contractual obligations include the obligation to deliver the items for delivery on time and free from material defects, as well as the duties of consultation, protection and care that should enable the buyer to use the object delivered in accordance with the contract and are in place to protect life or limb of the client's personnel or protect its property from significant damage.
 - d) Liability for a default in delivery beyond this for which the seller is responsible is excluded. However, the other legal claims and rights that are due to the buyer in addition to the claim for compensation due to a default in delivery for which the seller is responsible, remain unaffected, see in particular the regulations on liability under Point X "Liability for compensation caused by fault" of these T&Cs. The aforementioned restrictions do not apply, however, for the seller's liability in respect of deliberate or grossly negligent behaviour, qualities that had been guaranteed, physical injury or injury to life or health, or as stipulated by the German Product Liability Act.
8. If the buyer defaults in acceptance, the seller is entitled to claim compensation for the ensuing damages and any additional expenses incurred. The same applies if the buyer culpably breaches the obligation to cooperate. Upon the default in acceptance occurring, the risk of accidental deterioration and loss transfers to the buyer.
 9. The seller reserves the right to change the design and form of the prototypes during the delivery period insofar as the object of purchase and its appearance are not fundamentally modified.
 10. The information in the descriptions regarding services, weights, operating costs, speeds, etc. is to be considered as approximate. If the seller uses characters or numbers to identify the order or the objects ordered, no rights may be deduced from this.

V. Disruption to the delivery

1. In the event of Force Majeure, industrial action and other operational disruptions beyond the control of either party (for example, difficulties in the procurement of material or energy, transport delays, a lack of energy or raw materials, difficulties in acquiring the necessary official permits, official measures, or the overdue, incorrect or untimely delivery by suppliers, for which neither party is responsible) that have lasted or may last longer than a week, the deadline for delivery or acceptance shall be extended for the duration of the hindrance, at most, however, by five weeks plus the grace period. The extension is only granted if the other party is notified immediately of the reason for the hindrance as soon as it is anticipated that the aforementioned deadline will be missed.
2. If the delivery or acceptance does not take place on time, the other contracting party may withdraw from the contract after a reasonable grace period has been set. However, the party must give notice of this in writing at least two weeks prior to exercising the right to withdraw.
3. If the other contracting party had not been promptly informed upon request that the goods could not be delivered or accepted in a timely manner and the hindrance has lasted for longer than five weeks, the other contracting party may immediately withdraw.
4. Claims for compensation are excluded in the cases stated under Point V clause 1 if the respective contracting party has satisfied its obligation in accordance with clauses 1-3.
5. The application to commence bankruptcy proceedings or a comparable procedure pursuant to foreign law, the provision of information on financial status in accordance with Section 807 of the German Code of Civil Procedure (ZPO), emerging payment difficulties or becoming aware of a substantial deterioration in the asset situation of the customer entitles us to immediately cease deliveries and to refuse to fulfil ongoing contracts if the customer does not effect the counter performance or provide suitable securities upon our request, see also Point VII clause 3 of the T&Cs.

VI. Place of performance, shipping, packaging, transfer of risk, insurance

1. The place of performance for all obligations arising from the contractual relationship is the location of the trading branch of Kurt Willig GmbH & Co. KG, Straubing, unless otherwise expressly agreed in writing. This also applies for supplementary fulfilment.
2. The shipping method and packaging are subject to the discretion of Kurt Willig GmbH & Co. KG, provided that the client does not give any specific instructions for shipping.

3. The risk transfers to the buyer – subject to divergent agreements – at the latest upon transfer of the item to be delivered (whereby the beginning of the loading process prevails) to the shipping agent, haulage contractor or another third party commissioned with transportation. This also applies when partial deliveries are made or Kurt Willig GmbH & Co. KG has taken responsibility for other services (like shipping). If shipping or the transfer is delayed due to a circumstance which is caused by the buyer, the risk is transferred to the client from the day on which Kurt Willig GmbH & Co. KG is ready to dispatch and has notified the buyer of this.
4. Shipping is always uninsured; a shipment is only insured by Kurt Willig GmbH & Co. KG upon the express wish of the client and is insured against theft, breakage, transportation, fire and water damage or other insurable risks at the client's expense.

VII. Offsets, right to retain and to refuse performance, prohibition of transfer

1. For the client, offsetting with claims of the seller or exercising a right to retain or to refuse performance is only possible in respect of its own claims that are uncontested, legally enforceable or due for decision.
2. The buyer is only entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship.
3. The seller is entitled to execute or provide outstanding deliveries or services only against advance payment or securities if, after concluding the contract, it becomes aware of circumstances which could substantially reduce the creditworthiness of the client and which jeopardise the client's ability to pay the outstanding claims of Kurt Willig GmbH & Co. KG arising from the respective contractual relationship (including from other individual contracts for which the same framework agreement applies).
4. The claims of the buyer which arise from the contract must not be transferred.

VIII. Retention of ownership, duty to insure reserved goods, sale, etc.

1. The goods shall remain the property of Kurt Willig GmbH & Co. KG until full payment of all claims arising from deliveries of goods for the whole business relationship, including balance demands from current account and subsidiary claims, claims for compensation and redemption of cheques and drafts. The retention of ownership shall continue to apply if individual claims by Kurt Willig GmbH & Co. KG are included in a current account, and the balance is determined and recognised.
2. The client shall store the reserved goods for Kurt Willig GmbH & Co. KG for free. It must insure them against the usual risks (e.g. fire, theft, water, etc.) to the usual extent. The client hereby transfers its claims for compensation, which are due to it from damages of the aforementioned nature from insurance companies or other parties liable to provide compensation, to Kurt Willig GmbH & Co. KG in the amount of the invoice value of the goods. Kurt Willig GmbH & Co. KG accepts the transfer.
3. The buyer must keep the object of purchase in proper condition during the period of retention of ownership and any repairs that become necessary must be carried out immediately in the repair workshops of the seller or in another recognised workshop of the supply plant. The buyer is not entitled to agree a contractual lien on the object of purchase with repair workshops.
4. During the period of retention of ownership, the reserved goods are to be covered by fully comprehensive insurance by the buyer upon request of the seller with the proviso that the rights from the comprehensive insurance are due to the seller. The buyer can choose the insurer; it can use a broker of its choice when concluding the insurance agreement. The seller has a claim to the customary insurance certificate and is entitled to inform the buyer that it shall advance the insurance premiums for the period of retention of ownership and shall charge when collecting the payment instalments. Insurance premiums for which the buyer defaults on payment may be readily advanced and collected. If the buyer does not prove the existence of insurance cover by transferring an insurance certificate at the latest upon transfer of the object of purchase, the seller is authorised to arrange insurance at the expense of the buyer and request an insurance certificate. Expenses, insurance contributions etc. are to be considered as part of the purchase price if necessary. The insurance payments are to be used entirely for repairing the vehicle purchased. In the event of a total write-off, the insurance payments are to be used for settling the remaining purchase price. The surplus amount is due to the buyer.
5. The buyer is entitled to sell and/or use the reserved goods as part of the usual course of business up until an enforcement event provided that it is not defaulting in payment or its asset situation is significantly deteriorating. Lien and use as security are not permissible.
6. The buyer shall transfer all claims resulting from the resale or another legal reason (insurance, unlawful acts) in relation to the reserved goods (including all balance claims from the current account) to Kurt Willig GmbH & Co. KG in full; the seller hereby accepts the transfer. The seller revocably authorises the buyer to collect the claims transferred to the seller for the seller's account and on its behalf. The direct debit authorisation terminates upon the client defaulting in payment or upon significant deterioration in the client's asset situation. In this case, Kurt Willig GmbH & Co. KG is hereby authorised by the buyer to inform the customer of the transfer and collect the claims itself. For the exercise of the claims transferred, the buyer must provide the necessary information and allow this

information to be reviewed. In particular, it must present Kurt Willig GmbH & Co. KG with a precise statement of the claims owed to it with the name and address of the customer, amount of the specific claims, invoice date, etc., upon request.

The buyer is not also not authorised to transfer the claim for the purpose of collecting the claim by means of factoring, unless the factoring party is simultaneously obliged to effect counter performance towards the buyer directly in the amount of the claims for as long as claims from the seller exist vis-à-vis the buyer.

7. If third parties access the reserved goods, in particular through seizure, the buyer shall notify them promptly that the goods are the property of Kurt Willig & Co. KG and shall inform Kurt Willig & Co. KG about this to enable it to assert its ownership rights. If third parties are unable to compensate the judicial or extra-judicial costs which arise in this context on the part of Kurt Willig GmbH & Co. KG, the buyer is liable for this towards Kurt Willig GmbH & Co. KG
8. Kurt Willig GmbH & Co. KG shall release the reserved goods and the claims which replace them upon request at its discretion provided that their value exceeds the amount of all secured claims by more than 10%.
9. If Kurt Willig GmbH & Co. KG takes the object of delivery back as part of the exercise of ownership rights; this only constitutes withdrawal from the contract if Kurt Willig GmbH & Co. KG expressly declares this. Kurt Willig GmbH & Co. KG is entitled to sell the goods that it has taken back itself. After deducting an appropriate amount for realisation costs, the realisation proceeds are to be offset with the amounts owed to the seller by the buyer.
10. The processing or remodelling of the purchased item by the client always occurs on behalf of and by order of Kurt Willig GmbH & Co. KG. In this case, the expectant right of the client for the purchased item continues to apply for the altered item. If the purchased item is processed with other objects not belonging to Kurt Willig & Co. KG, Kurt Willig & Co. KG acquires joint ownership of the new item which is proportional to the objective value of the purchased items sold by Kurt Willig GmbH & Co. KG compared to the other objects processed at the time. The same applies in the event of mixing. If mixing occurs in such a way that the item of the customer is to be viewed as the main item, it is deemed to be agreed that the buyer shall transfer to Kurt Willig GmbH & Co. KG joint ownership which is proportional to the value of the purchased item compared to the main item, for which the invoice amount of the purchased item is decisive, and shall hold the sole or joint ownership resulting from this for Kurt Willig GmbH & Co. KG.
11. Kurt Willig GmbH & Co. KG is obligated to release the securities due to it upon request from the buyer if their value exceeds the claims to be secured by more than 10 percent. Kurt Willig GmbH & Co. KG can choose the securities to be released.

IX. Warranty/statute of limitations, reimbursement claims, obligation to inspect, liability for material defects, place of supplementary performance, prohibition of transfer for material defects

1. The warranty period regarding material defects for new items is a year from the delivery of goods or other manner of transfer of risk. The warranty period for material defects for used items is excluded.

Shortening the warranty period to 1 year or the complete exclusion of the warranty does not apply for claims relating to compensation for damages and are based on a deliberate or grossly negligent breach of obligation on the part of the seller or the violation of significant contractual duties (see Point IV Clause 7), as well as in the case of deceitful acts or an assured warranty.

Shortening the warranty period or the exclusion of the warranty also does not apply for the liability of the seller in respect of physical injury or injury to life or health or according to the German Product Liability Act, see Point X "Liability for compensation due to fault" of these T&Cs. The same applies to breaches of obligation on the part of legal representatives and subcontractors of Kurt Willig GmbH & Co. KG.

If major obligations are breached, in cases of simple negligence, liability is restricted to damages that are typically foreseeable and associated with the contract.

The legal periods also apply for claims arising from deliveries or services following which the delivered goods have been used for a building in accordance with their usual use and have caused this to be defective (Section 438 para. 1 no. 2 BGB), and for construction defects (in accordance with Section 634a para. 1 no. 2 BGB).

According to Section 445a BGB (recourse of the seller), reimbursement claims on the part of the purchaser concerning new items also expire 1 year from the beginning of the legal limitation period, provided that the last contract in the delivery chain is not a consumer goods purchase, see Point 1, clause 1 of these T&Cs.

A claim for reimbursement for used items is excluded.

The start of the limitation period depends on the legal provisions. The legal regulations on the suspension of expiry and recommencement of the limitation period remain unaffected.

2. The objects delivered are to be carefully inspected promptly after delivery to the buyer or a third party determined by the buyer. They are deemed to be approved if the seller does not receive a written notification of defects regarding obvious defects or other defects that were discernible upon prompt careful inspection immediately after receipt of the

object of delivery, or otherwise immediately after the discovery of the defect or the time in which the defect became noticeable to the buyer during normal use of the object of delivery without close inspection.

If the client is a merchant within the meaning of Section 1 of the German Commercial Code (HGB), the commercial obligation to inspect and report defects in accordance with Section 377 HGB applies to it. If the customer refrains from completing the obligation to notify regulated therein, the objects delivered are deemed to be approved.

In the event of a justified notification of defects/ request for supplementary performance, the client shall discuss the further steps with Kurt Willig & Co. KG so that the costs for the supplementary performance can be kept as low as possible.

Subject to timely notification of defects, Kurt Willig GmbH & Co. KG has the choice to carry out the supplementary performance within a reasonable period by means of repair or replacement delivery.

Only after a corresponding notice of defects and only if Kurt Willig & Co. KG requests it is the faulty object of delivery to be returned for free to Kurt Willig & Co. KG. In addition, Kurt Willig & Co. KG will assume the costs of the cheapest shipping method in the event of a justified notice of defects. The place of fulfilment for any supplementary performance is always the head office of Kurt Willig GmbH & Co. KG. Additional costs relating to the expenses required for the purposes of supplementary performance, in particular transport, infrastructure, labour and material costs that increase because the goods that we have delivered must be repaired in another location at one of our subsidiaries or services partners, are to be borne by the purchaser unless transfer to another location complies with its intended use and transfer is not possible due to practical reasons or the purchaser considers it unreasonable. In the case of buying a vehicle, repair work usually requires technically complex diagnostic or repair work by the seller that may only reasonably be carried out at the place of operation, a subsidiary branch or at a service partner of the seller due to the possibilities in materials and personnel available there.

For the place of supplementary performance see also Point VI, clause 1, sentence 2 of these T&Cs.

In the case of unjustified notification of defects, the shipping costs and the necessary expenses arising from this are borne by the buyer.

3. After processing the delivered goods has commenced, any objection to outstanding defects is excluded.
4. Negligible, technically unavoidable differences in quality, colour, width, weight, equipment or other technical and visual features may not be contested if they do not jeopardise the intended purpose and are otherwise considered acceptable by the client.
5. In the case of defects in the objects delivered, the seller is entitled to repair or replace the delivery, also see clause 7. If the supplementary performance is unsuccessful, the buyer has the right to reduce the price or withdraw from the contract. If a defect is due to a fault on the part of the seller, the buyer may only claim compensation for damages if the other prerequisites specified under Point X are met.
6. The warranty in respect of defects does not apply if the buyer changes, or allows a third party to change, the object of delivery without the agreement of Kurt Willig GmbH & Co. KG and it thereby becomes impossibly or unreasonably complicated to correct the faults. In each case, the additional costs for the correction of faults arising from the change of the object of delivery are borne by the client.
7. In the event of justified notifications of defects, the seller is obligated to supplementary performance unless the seller is entitled to refuse supplementary performance on the basis of legal regulations. The buyer is to grant the seller a reasonable time period for supplementary performance. Supplementary performance may be effected by correcting the faults (repair) or delivering new goods, at the seller's discretion. In the case of the correction of faults, the seller bears responsibility for the necessary expenses, provided that they do not increase because the contractual object is located elsewhere than at the place of fulfilment, unless there is an exception pursuant to Point IX clause 2. The buyer may only request that the purchase price is lowered (reduction), declare its withdrawal from the contract or assert claims for compensation due to the defect under the following conditions if the supplementary performance is unsuccessful, also see Section 440 BGB which shall apply in this respect. The right of the buyer to assert further claims for compensation under the following conditions remains unaffected by this.
8. Irrespective of the following liability limitations, according to the legal provisions, the seller is liable for physical injury and injury to life and health that are based on a negligent or deliberate breach of duty on the part of the seller, its legal representatives or its subcontractors and for damages that are included in liability under the German Product Liability Act. For damages that are not included in sentence 1 and are due to deliberate or grossly negligent contractual infringements and bad faith on the part of the seller, its legal representatives or its subcontractors, the seller is liable according to legal provisions.

In this case, however, the liability for compensation is limited to foreseeable, typically occurring damage, provided that the seller, its legal representatives or its subcontractors have not acted deliberately. To the extent that the seller has provided a quality and/or durability warranty in relation to the goods or parts thereof, the seller is also liable within the scope of this warranty. For damage that is based on the lack of the quality or durability guaranteed in the warranty but does not occur directly to the goods, the seller is, however, only liable if the risk of such damage is clearly included in the quality and durability warranty.

9. The seller is also liable for damages that the seller causes through simple negligent infringement of such contractual obligations which must be fulfilled to enable the proper execution of the contract in the first place and which the buyer regularly relies on and can rely on being observed. However, the seller is only liable to the extent that the damage is normally associated with the contract and is foreseeable.

If the liability of the seller is excluded or restricted, this also applies for the personal liability of employees, workers, colleagues, representatives, and contractors of the seller.

10. In addition, we are only liable in instances in which the product has been used as intended in accordance with the applicable operating instructions or used incorrectly in a way that was foreseeable.
11. The transfer of the client's claims relating to defects is excluded.

X. Liability for compensation due to fault

1. The liability of Kurt Willig GmbH & Co. KG for compensation, for whatever legal reason, in particular for impossibility, default, deficient or incorrect delivery, breach of contract, breach of duty in contract negotiations and unlawful actions relating to civil law is restricted according to this Point X, insofar as there is a fault in each case. The restrictions of Point X do not apply, however, for the liability of Kurt Willig GmbH & Co. KG for deliberate or grossly negligent behaviour, for quality warranties, for physical injury or injury to life or health, or under the German Product Liability Act.
2. Kurt Willig GmbH & Co. KG is not liable in the event of simple negligence insofar as it does not concern the breach of obligations that are contractually significant. Significant contractual obligations are those which must be fulfilled to enable the proper performance of the contract in the first place, of which violation jeopardises the achievement of the contract's purpose, and which the buyer regularly relies on being observed. In particular, significant contractual obligations include the obligation to deliver the delivery items on time and free from material defects as well as the protection of end-customers, the client's personnel and other third parties from damage to health by the goods delivered.
3. If Kurt Willig GmbH & Co. KG is liable for compensation on the grounds of breaching a significant contractual obligation; this liability is limited to damages which Kurt Willig & Co. KG had foreseen as possible consequences of a contractual breach when the contract was concluded or which, in due consideration of the circumstances of which it was aware, it should have known or, by applying due care and attention, it should have foreseen. Indirect damage and consequential damage that is a result of defects in the object of delivery is only eligible for compensation if such damage is to be typically expected during the intended use of the object of delivery.
4. If Kurt Willig GmbH & Co. KG has covered the typical contractual risk through liability insurance, in the event of liability for simple negligence, the obligation to pay compensation on the part of Kurt Willig GmbH & Co. KG is limited to the amount of the liability insurance; this applies even if significant contractual obligations have been breached. If the insurer is not liable and the relevant conditions have been met, Kurt Willig GmbH & Co. KG shall provide its own compensation up to the amount of the sum insured.
5. The aforementioned liability exclusions and restrictions apply in equal measure to the benefit of the entities, legal representatives, employees and other subcontractors of Kurt Willig GmbH & Co. KG.

XI. Amendments to the T&Cs

Kurt Willig GmbH & Co. KG reserves the right to make changes to its website and to these terms and conditions at any time. An order is always subject to the terms and conditions that are in effect at the time in which the buyer's order is placed, unless an amendment to these conditions is required by an official directive or by law.

XII. Written form / text form

All declarations which affect the effectiveness of the contractual relationship or concern the modification of the contract must be made in writing, unless the parties have agreed on text form by way of exception. Post-contractual verbal arrangements with the management board of the seller are excluded from the written form clause (individually agreed terms within the meaning of Section 305 b BGB). In addition, the requirement for the written form may only be rescinded by a written agreement between the contracting parties.

XIII. Concluding provisions – maintenance of the contract in the event of ineffective provisions

1. Should one of the aforementioned terms and conditions be or become ineffective or unenforceable, the effectiveness of the remaining provisions or the contract shall not be affected by this. The same applies in the event that this contract contains loopholes.
2. Insofar as the contract or these terms and conditions contain loopholes, the legally effective regulations that complete these gaps, which the contract partners would have agreed in accordance with the economic objectives of the

contract and the purpose of these terms and conditions had they been aware of the loophole, are deemed to be agreed.