

General Terms of Delivery of ALPMA Alpenland Maschinenbau GmbH



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1. Scope, form

- (1) The following General Terms of Delivery apply to all goods, services and contracts of ALPMA Alpenland Maschinenbau GmbH and LTH Dresden (together referred to as "ALPMA" in the following); however, they will only apply to the above companies' dealings with businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or public law special funds.
- (2) Terms of delivery or terms of business issued by the customer or third parties will not be applicable even if ALPMA does not expressly rule out their validity in each individual case, and supplies the goods or provides the service without reservation in the knowledge that contradictory general terms of delivery exist. By agreeing to fulfil the terms of this contract, the customer recognises that its own terms of business will not be valid. Even if ALPMA makes reference to a letter which contains the terms of business issued by the customer or a third party or refers to them, this will not constitute any agreement to the validity of those terms of business. Other provisions only apply if a different agreement is set out in the written order confirmation supplied by ALPMA.
- (3) These general terms of delivery will form an integral part of all contracts which ALPMA concludes with the customer for the goods and services offered by it (ALPMA). They will also apply to all future goods, services or quotations supplied by ALPMA to the customer, even if they are not agreed separately on each occasion.
- (4) Any individual agreements made with the customer on a case-by-case basis (including any supplements, additions or changes) always take priority over these General Terms of Delivery. In the absence of evidence to the contrary, the contents of such agreements must have been laid down in a written contract or have been confirmed by us in writing.
- (5) Any legal declarations or notices by the customer in relation to the contract (e.g. deadlines, notices of defects, withdrawals or reductions) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the identity of the declaring party, will not be affected by this.

2. Quotations, conclusion of the contract and scope of delivery

- (1) Our quotations are subject to change and non-binding. This also applies if we have given the customer catalogues, technical documents (e.g. drawings, plans, calculations, estimates, references to DIN standards), other product descriptions or documentation, including in electronic form.
- (2) If the customer orders goods or services, this will be regarded as a binding contract offer. Unless specified otherwise in the order, we are entitled to accept this contract offer within four weeks of receiving it. The order can either be accepted in writing (e.g. by means of an order confirmation) or acceptance can be confirmed by means of the delivery of the goods or provision of the service.
- (3) Unless the customer makes an objection in writing within seven working days of the order confirmation, the content of the contract and the scope of delivery/services will be based exclusively on the order confirmation issued by ALPMA, including these General Terms of Delivery. The order confirmation contains all agreements between the parties to the contract relating to the contract goods or services in full. Oral assurances made by ALPMA before the conclusion of this contract will not be legally binding and shall be replaced by the written order confirmation.
- (4) Supplements and amendments to the agreements including these terms of delivery must be made in writing in order to be valid. Transmission by fax or a PDF with an electronic signature will be sufficient to maintain this requirement for the written form.
- (5) Details supplied by ALPMA relating to the goods or services (for example weights, dimensions, consumption values, load capacity, tolerances and technical data) and their presentation (for example in drawings and illustrations) are only approximate unless the usefulness of the goods or services for the purpose set out in the contract requires greater precision. These are not guaranteed properties but descriptions or characteristics of the goods or service. Conventional discrepancies and discrepancies made as a result of legal regulations or which constitute technical improvements as well as the substitution of components with equivalent parts are permitted as long as they do not adversely affect the usefulness of the goods or services for the purpose set out in the contract.
- (6) Transport containers, tools, surplus material, welding gas cylinders and other equipment are not included in the subject matter of the contract and remain the property of ALPMA. They are to be brought in, out and returned by the customer at the customer's own risk and expense.
- (7) Installation work will be carried out exclusively on the basis of ALPMA's separate terms of installation. This work will be billed on the basis of ALPMA's current rates.

3. Documentation and business secrets

- (1) ALPMA reserves all rights, in particular property rights and copyright, to all submitted quotations and estimates as well as to documentation supplied to the customer, such as plans, drafts, illustrations, drawings, calculations, models, tools and other equipment. This documentation is deemed confidential even if it is not specifically designated as such. The customer must not provide access to these items as such or to their contents to third parties, disclose them or allow them to be used or copied by third parties without the express written consent of ALPMA. At the request of ALPMA the customer must return these items in full and destroy any copies that may have been made if they are no longer needed by the customer in the course of its normal business or if negotiations do not result in the conclusion of a contract.
- (2) The customer must treat as confidential all business and trade secrets of ALPMA and its associated companies, in particular Alpenhain Käsespezialitäten GmbH and Frischpack GmbH.
- (3) ALPMA may only allow third party access to documentation supplied by the customer, and marked as confidential, with the written consent of the customer.

4. Prices and terms of payment/setoff and rights of retention

- (1) The prices apply to the products and services set out in the order confirmations. Additional or special services will be charged separately. Prices are to be understood in EUROS exclusive of value-added tax at the rate in force on the date of the invoice. The following applies to the supply of goods unless otherwise agreed:
FCA ALPMA (Incoterms 2020), with standard packaging (i.e. on pallets covered with protective film)
- (2) Payment will be made as per the order confirmation on a strictly net basis. Unless stated otherwise in the order confirmation, the purchase price or fee is due and must be paid within 14 days of the invoice date and delivery of the goods or acceptance of the work.
- (3) The customer is required to pay the agreed price or fee by credit transfer at the customer's own risk and expense to one of the bank accounts specified by ALPMA. The date of receipt by ALPMA is regarded as the date of payment. In the event of payment arrears, the default interest will be 9 percentage points above the base rate. This will not affect claims for other damages in the event of payment arrears.
- (4) Setting off against counter claims held by the customer or the retention of payments on the basis of such claims are only possible if the counter claims are undisputed or have been established by a court of law. The customer also may not exercise a right of retention insofar as its counterclaim is based on other contractual or legal conditions. With the exception of cases where Section 354a Sentence 1 of the German Commercial Code (HGB) applies, the customer is not authorised to assign payment claims against ALPMA to third parties.
- (5) ALPMA is entitled to supply outstanding goods or provide outstanding services only against payment in advance or against the provision of security. ALPMA will declare any reservation in this respect no later than with the order confirmation.

- (6) If, after conclusion of the contract, it becomes clear (e.g. as a result of an application to open insolvency proceedings) that ALPMA's right to receive payment of the purchase price or the fee is being put at risk by the customer's lack of ability to pay or if, after conclusion of the contract, other circumstances become apparent which cast serious doubt on the customer's creditworthiness and which put at risk the fulfilment of payment of outstanding claims held by ALPMA against the customer from the relevant contractual relationship (including those from other individual orders), ALPMA will be entitled, in accordance with statutory provisions, to refuse to deliver the goods or provide the services and – after setting a deadline if necessary – to withdraw from the contract (Section 321 BGB). In the case of contracts for the production of single items (custom-made products), ALPMA may withdraw immediately; statutory regulations on the lack of necessity to set a deadline will not be affected by this.
- (7) ALPMA is entitled to make a reasonable increase in the agreed price if, after conclusion of the contract, the customer wishes amendments to be made to the subject matter of the contract and these amendments result in additional work. ALPMA will provide the customer with details of the additional work on request.

5. Export control clause for sales contracts

- If delivery is not to customers within the EU or the United States of America, Japan, the United Kingdom, South Korea, Australia, Canada, New Zealand, Norway or Switzerland, the following shall apply:
- (1) The customer may not directly or indirectly sell, export or re-export into the Russian Federation the goods delivered under or in connection with the ALPMA contract which fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014, or designate them for use in the Russian Federation.
 - (2) The customer will use its best efforts to ensure that the purpose of Paragraph (1) is not frustrated by third parties that follow in the supply chain/retail chain, including potential resellers.
 - (3) The customer must establish and maintain an adequate monitoring mechanism to identify any conduct of third parties that follow in the supply chain/retail chain, including potential resellers, which could frustrate the purpose of Paragraph (1).
 - (4) Any violation of Paragraphs (1), (2) or (3) constitutes a significant breach of contract which entitles ALPMA to seek suitable legal recourse, including but not limited to:
 - (i) termination of the contract (withdrawal from the contract as a whole); and
 - (ii) a contract penalty amounting to 25% of the total contract value or the price of the exported goods, depending on which is greater. Any damage claims on the part of ALPMA remain unaffected by this, and will be offset against the contract penalty.
 - (5) The customer must promptly notify ALPMA of any problems/any potential violations in the application of Paragraphs (1), (2) or (3), including all relevant activities of third parties which could frustrate the purpose of Paragraph (1). Within two weeks after being requested to do so, the customer will provide ALPMA with information regarding the fulfilment of the obligations under Paragraphs (1), (2) and (3).
 - (6) The customer fully indemnifies ALPMA from all claims which authorities or other third parties raise against ALPMA because of non-compliance with these obligations under export control law, and agrees to compensate ALPMA for all damages and expenses incurred in this context.

6. Delivery, delivery time and default in delivery

- (1) The times for delivery stated in the quotation are non-binding unless a binding time for delivery has been agreed for an individual case. Compliance by ALPMA with an agreed binding time for delivery is subject to all commercial and technical questions having been fully clarified by ALPMA and the customer and the customer having fulfilled its obligations on time and in their entirety. ALPMA may demand a reasonable extension of the deadlines for the delivery of goods or the provision of services for the period, as a minimum, in which the customer does not fulfil its contract obligations to ALPMA, in particular does not provide product information and plans or fails to pay agreed deposits or interim payments.
- (2) If ALPMA cannot observe binding delivery times for reasons for which ALPMA is not responsible (non-availability of the service), ALPMA will inform the customer of this immediately. In this context, services will in particular be deemed to be non-available if our suppliers do not supply us on time if we have concluded a congruent hedging transaction stating that neither we nor our suppliers are at fault or that we are not obliged to be supplied in individual cases.
- (3) ALPMA cannot accept liability if it becomes impossible to supply the goods or delays occur if this situation is caused by a force majeure or other events which were not foreseeable at the time of the conclusion of this contract (for example plant interruptions, shortages of raw materials, industrial action, supplies to ALPMA not delivered on schedule or delivered incorrectly, general shortage of materials, shipwreck, insufficient port and unloading capacities, transportation-related delays, non-availability of required shipping space, reasoned change of forwarding agent and/or freight carrier and/or ship owner, and accidents during transportation as well as difficulties in obtaining official permits and other official measures) for which ALPMA is not responsible.
- (4) If these events make it considerably more difficult or impossible for ALPMA to supply the goods or provide the service and the hindrance is not just of a temporary nature, ALPMA shall be entitled to withdraw from the contract. If such events are of a temporary nature, the deadlines shall be extended accordingly. Where any hindrance, irrespective of type, is not caused by ALPMA, ALPMA is entitled to demand reimbursement from the customer for all additional services and/or costs involved.
- (5) If the time for delivery is extended because of force majeure or other circumstances over which ALPMA has no influence, this will only entitle the customer to withdraw from the contract if it can no longer be reasonably expected to accept the goods or services in full. ALPMA must be notified without delay in writing of this, otherwise the right to withdraw will be void.
- (6) Partial deliveries are permitted if it is reasonable to expect the customer to accept them.
- (7) Statutory provisions will be used to determine when ALPMA is in default. The customer is, however, required to issue a reminder in each individual case. If ALPMA is in default with a delivery or the performance of a service, ALPMA's liability will be limited in accordance with this clause. The customer can request lump-sum compensation for the delay. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for each full calendar week of delay; however, it cannot exceed 5% of the delivery value of the goods delivered or service provided late. ALPMA reserves the right to provide evidence that the delay did not cause any damage or caused considerably less damage to the purchaser.
- (8) Further claims arising from or in connection with default in delivery shall be based exclusively on Section 12 of these terms.

7. Place of fulfilment

The place of fulfilment for all obligations from the contractual relationship is Rott am Inn unless specified to the contrary. If the contract was concluded through ALPMA's branch office, LTH Dresden, and unless otherwise agreed, the place of fulfilment for all contractual obligations is the LTH Dresden branch.

8. Dispatch, packaging and insurance

- (1) Dispatch is on account of and at the risk of the customer.
- (2) The choice of mode of dispatch and packaging is at the discretion of ALPMA. Goods will be properly packaged; the costs for more elaborate packaging than stated in the quotation will be charged in addition to the delivery. The customer is responsible for disposal of the packaging material. Where ALPMA is required under the provisions of the German Packaging Directive to take back packaging material used for transportation, the customer is obliged to pay the transportation costs of returning the packaging material and the reasonable costs of its re-use. If the returned packaging material is no longer capable of re-use, the customer is obliged to bear the costs incurred by ALPMA for recycling the material.
- (3) ALPMA will insure all deliveries against damage and loss (transportation insurance) on behalf of and at the expense of the customer. If the delivery should incur transportation damage or transportation-related damage and ALPMA should be entitled to make claims against the transportation insurer and/or

the carrier, ALPMA will surrender these claims (under exclusion of liability for the upholding of the claims) to the customer, if requested by the customer, on a successive basis against payment of the agreed total price for the subject matter of the contract and all outstanding costs. Any further claims against ALPMA in relation to transportation damage or transportation-related damage will not be accepted. This also applies to contracts between ALPMA and the customer, which include the performance of installation obligations or the installation of a turnkey plant.

9. Transfer of risk, acceptance, duty to examine

- (1) Acceptance may not be refused as a result of the goods or services suffering from minor defects.
- (2) Where the customer defaults on acceptance of delivery or any other obligations to cooperate, the risk for complete loss, destruction or accidental deterioration of the subject matter of the contract will transfer to the customer at the date the default on acceptance of delivery arises. In the event of a delay in accepting a delivery or a culpable violation by the customer of other obligations to cooperate, we are entitled to file a claim for the resulting damage.
- (3) The risk of accidental loss and accidental deterioration of the goods shall be transferred to the customer upon handover of the goods; in the case of sales involving the carriage of goods, these risks as well as the risk of delay shall be transferred to the customer at the latest when the goods are handed over to the forwarder, driver or other third party commissioned to ship them (with the start of the loading process marking the actual transfer point), insofar as no acceptance is agreed. If the shipment or handover is delayed for any reason not caused by ALPMA, the risk shall be transferred to the customer on the day that ALPMA is ready to dispatch the goods and has notified the customer of this. All deliveries, including possible return deliveries, are at the risk of the customer. For deliveries to factories, the risk shall be transferred to the customer when the goods are commissioned (i.e. industrial production). If there is a delay in commissioning the goods for any reason not caused by ALPMA, the risk shall be transferred to the customer on the date the goods were originally scheduled to be commissioned.
- (4) The customer must pay all storage costs after the transfer of risk, particular if the acceptance process is delayed. If the goods are stored by ALPMA, the storage costs are 0.25% of the invoice total for the items in storage for each full week, starting one month after notification that the goods are ready for dispatch by ALPMA. The right to charge higher storage costs is reserved.
- (5) The rights of the customer with regard to defects in accordance with Section 11 are subject to it having duly met its responsibilities to check the goods and services for defects as required by Sections 377 and 381 of the German Commercial Code (HGB). For complaints about defects or incomplete deliveries, the customer must provide a detailed written description of the defect for which it is making a claim to ALPMA within five working days at the latest. Hidden defects shall be notified to ALPMA in writing immediately on discovery, or no later than five working days thereafter. Claims involving delayed notifications regarding defects or damage in transit are excluded. If the customer fails to properly inspect the goods and/or notify ALPMA of defects, in accordance with the statutory provisions ALPMA cannot be held liable for any defects that it has not been notified of or for any defects that it has not been notified of properly or on time.

10. Acceptance

- (1) If an acceptance inspection has been agreed, ALPMA and the customer both undertake to accept the goods or service.
- (2) In general a formal acceptance process will be held, other forms of acceptance are not ruled out, however. An acceptance report will be produced for the acceptance process in which outstanding work and any defects must be described even if there are any differences of opinion on this. Acceptance of the goods or services may not be refused for minor defects.
- (3) In addition, acceptance shall be regarded as having been completed
 - if the supply or service has been completed
 - if ALPMA has notified the customer of this and has requested that the acceptance process be arranged by a suitable deadline and the ordering party has refrained from organising the acceptance process within this deadline, or
 - the customer has commenced industrial production with the object of delivery and performance and, in particular, has produced products which are suitable for sale or has paid the purchase price or fee.
- (4) The customer is required to provide ALPMA free of charge with the materials required by ALPMA, in the quantity and quality required by ALPMA, for the preparation and completion of the acceptance inspection. If ALPMA is responsible for processing any materials with a value commensurate with the complexity of the project prior to the acceptance inspection such that the materials are not capable of being used, reused or further processed as intended, ALPMA shall bear the resultant additional costs.

11. Reservation of title, return of the object of delivery and performance

- (1) The goods remain the property of ALPMA until payment has been effected irrevocably, unconditionally and in full. For as long as the reservation of title remains in force, the customer is not entitled to encumber the subject matter of the contract with a security interest (e.g. ownership by way of security, pledge, mortgage, land charge, etc.) or sell it on. If "reservation of title" is not recognised as a means of providing security at the location where the subject matter of the contract is located in accordance with the contract, the means of providing security that comes closest to the meaning of "reservation of title" under applicable law at that location should be agreed. The customer is obliged to cooperate, particularly in respect of the provision of declarations of intention of the sort which may be required in accordance with applicable law at the respective location, for the agreement and justification of a means of security of this type.
- (2) If the reservation of title should be extinguished, in particular as a result of selling on, union, changing into a new form, etc., the reservation of title will transfer to the new object or the resultant customer's claim against a third party. Only ALPMA may collect this claim if the customer is in payment arrears with ALPMA. If the goods subject to reservation of title should be processed or transformed, joined or mixed with other goods by the customer, ALPMA will be entitled to a proportion of the value of the new object commensurate with the invoice value of the goods subject to reservation of title relative to the invoice value of the other goods resulting from processing or transformation. The customer will keep the sole or jointly owned property thus produced free of charge for ALPMA.
- (3) In order to provide security for all claims made against the customer by ALPMA, the customer assigns to ALPMA all claims and entitlements accruing to the customer against a third party from the association of the subject matter of this contract with a property. ALPMA herewith accepts the assignment.
- (4) If the value of the security provided for ALPMA from the reservation of title and the extended reservation of title exceed the claims by ALPMA against the customer by more than 10%, ALPMA will release security on request from the customer if there is a case to be made of excess security. ALPMA will decide which security can be released.
- (5) ALPMA's right to withdraw from the contract remains unaffected. In the event of withdrawal, ALPMA is entitled to enter the customer's business premises during normal business hours in order to retrieve the subject matter of the contract and delivery. This shall not affect any further claims of ALPMA.
- (6) ALPMA is entitled to sell the subject matter of the contract once it has been returned; the proceeds from the sale will be credited against the customer's liabilities – less reasonable costs of selling.
- (7) Until all claims by ALPMA have been fully settled, the customer is required to insure the subject matter of the contract against the risk of loss or deterioration at his own expense. All the necessary servicing, maintenance and repair work must be carried out by the customer at its own expense.

(8) The customer is required to inform ALPMA immediately of any interference by third parties in the rights of ALPMA (for example seizures, confiscations and other such actions) and to provide ALPMA with all required information pertaining thereto. The customer must notify the third party without delay of ALPMA's title rights. If the third party is unable to reimburse ALPMA the court and out of court costs incurred in this respect, the customer shall be liable to ALPMA for these costs.

12. Material defects

- (1) Unless specified otherwise below, the statutory provisions apply to the customer's rights in the event of material and legal defects (including incorrect or insufficient deliveries as well as improper assembly or inadequate assembly instructions). In any case, the special statutory provisions regarding the final delivery to a consumer remain unaffected by this.
- (2) ALPMA is liable to the customer for ensuring that the subject matter of the contract is free of material defects and legal defects when the risk for the subject matter of the contract is passed to the customer. In particular, the agreed quality of the goods, service or work will be taken as the basis for ALPMA's liability for defects. If no quality-related agreements have been made, statutory regulations will be used to determine whether a defect actually exists. Insignificant variations from the agreed properties of the subject matter of the contract will not constitute material defects. Any defects must be disclosed to ALPMA immediately. ALPMA will not, however, accept any liability for public statements made by third parties (e.g. advertising messages).
- (3) In order to make claims based on defects, the customer must have fulfilled its duty to examine the subject matter of the contract and to make complaints (Sections 377 and 381 of the German Commercial Code – HGB) in accordance with Section 9 (5) of the general terms of delivery.
- (4) ALPMA shall not be liable for defects caused by improper use, poor maintenance, alterations made without written approval from ALPMA, improper repairs carried out by the customer, improper cleaning, non-compliance with the instruction manual and instructions for use from ALPMA, chemical, electrochemical or electrical influences, incorrect replacement of materials, and test materials or operating materials supplied by the customer or a design specified by the customer. ALPMA also disclaims liability for wear on the subject matter of the contract or parts thereof; wear is moreover defined as the progressive loss of material on the surface of a solid body resulting from mechanical causes, i.e. through contact and relative movement of a solid, liquid or gaseous counter-body.
- (5) Any used goods supplied by individual agreement with the customer will not be covered by a warranty.
- (6) As part of the subsequent fulfilment, ALPMA may choose to remedy the defect or supply replacement goods free from defects at its discretion. If ALPMA's chosen way of attempting to rectify the situation fails twice and ALPMA is responsible for these failures, the customer may demand a reduction of the purchase price or the cancellation of the contract at its discretion. There will, however, be no right of withdrawal for minor defects. ALPMA will not accept liability over and above the limits of liability set out in Section 13.
- (7) Where the defect does not require repair work to be undertaken at the place of installation, the customer shall send the defective part to ALPMA at its own expense for repair or replacement with a precise description of the defect. If it is confirmed that the part was defective, ALPMA will reimburse the customer with the costs it has incurred. Replaced parts will be or become the property of ALPMA. ALPMA's liability for the material defect will be discharged when ALPMA has returned the properly repaired part or a suitable replacement part.
- (8) ALPMA may refuse to rectify a defect if the customer defaults on its payment obligations; with the exception of a payment obligation which amounts to the equivalent of the costs of rectifying the particular defect. If the customer asserts a claim based on defects and it is subsequently established after examination by ALPMA that the claim based on defects asserted by the customer has no material or legal basis, ALPMA will be entitled to claim reasonable remuneration for services rendered, including the examination undertaken by the company, and reimbursement of all expenses.
- (9) If we are not allowed to carry out the remedial work or if defects asserted by the customer are remedied by the customer or third parties without our written consent, all warranty claims will no longer be valid unless a previous attempt by us to remedy the defects failed.

13. Claims for damages

- (1) In the event of intent or gross negligence by ALPMA or its representatives or agents, ALPMA will be liable in accordance with statutory provisions; this also applies in the event of culpable breach of essential contractual duties. If there is no intentional breach of contract, ALPMA's liability will be limited to the typically arising damages.
Liability based on culpable fatalities, physical injuries or damage to health as well as liability in accordance with the German Product Liability Act will remain unaffected.
- (2) If not previously expressly specified, ALPMA's liability shall be excluded. If ALPMA provides technical information or acts in an advisory capacity and this information or advice is not part of the service to be provided by ALPMA under the contract, it will be provided free of charge and with no liability.
- (3) In the event of a breach of duty which does not result in a defect, the customer is only entitled to withdraw from or cancel the contract if we are responsible for the breach of duty. The customer is not entitled to a free right of termination (in particular in accordance with Sections 651 and 649 BGB). In all other respects, the statutory requirements and legal consequences shall apply.

14. Statute of limitations

- (1) Contrary to Section 438 Paragraph 1 Number 3 BGB or Section 634 Paragraph 1 Number 1 BGB, the general limitation period for claims arising from material and legal defects is one year from delivery. If an acceptance inspection has been agreed, the limitation period begins with the acceptance and no later than nine months after notification that the goods are ready for dispatch.
- (2) If, however, the goods constitute a building or an item which – because of its customary manner of use – has been used for a building and has caused the building to be defective (building materials), in accordance with statutory provisions, the limitation period is five years from delivery (Section 438 Paragraph 1 Number 2 BGB or Section 634 Paragraph 1 Number 2 BGB). Further special statutory provisions on limitation periods will remain unaffected by this (in particular Section 438 Paragraph 1 Number 1 and Paragraph 3 and Sections 444 and 445b BGB).
- (3) The aforementioned limitation periods also apply to contractual and non-contractual compensation claims made by the customer which are based on a defect in the goods, unless the application of the standard statutory limitation period (Sections 195 and 199 BGB) would lead to a shorter limitation period in individual cases. Compensation claims made by the buyer in accordance with Section 13 Paragraph 1 and in accordance with the German Product Liability Act will become time-barred exclusively in accordance with the statutory limitation periods.

15. Obligations of the customer

The customer is obliged to exercise proper care in observing the instructions for use, the operating instructions and the safety regulations supplied by ALPMA. In particular the customer is obliged to comply with instructions of ALPMA on the risk-free use of the subject matter of the contract, on the applicable regular and individual safety precautions required and the kinds of misuse to be prevented. Furthermore, the customer is obliged to provide the operating and maintenance personnel on the agreed

training dates and to operate and maintain the plant using this trained personnel. If the customer should be in breach of these obligations, ALPMA will not accept liability for any resultant damages.

16. Software

(1) ALPMA will grant the customer a non-exclusive right of use in accordance with Section 31 Paragraph 2 of the German Copyright Act (Urheberrechtsgesetz) for the supplied software. The customer is only permitted to use the supplied software in association with the subject matter of the contract. The customer is entitled to use the supplied software for an indefinite period for the entire length of the economic life of the subject matter of the contract. The customer has no entitlement to the relinquishment of the source code for compiled programs.

(2) The customer is not entitled to transfer his license to a third party. If the customer sells the subject matter of the contract within the framework of the customer's course of business to a third party and that third party is not a competitor of ALPMA, ALPMA undertakes to agree to the transfer of the license for the use of the supplied software, upon request, unless ALPMA can provide reasoned justification for believing that this would enable competitors of ALPMA to obtain knowledge of ALPMA's trade and business secrets. The customer's license is not exclusive. ALPMA is entitled to grant licenses of all types for the use of the supplied software to any number and type of other customer.

(3) The customer is not permitted to make the supplied software and user manual which may accompany the software available to third parties or to make access possible to third parties, with the exception of the customer's employees, even on a temporary basis or without remuneration.

(4) The customer is not permitted in any way to alter identifying markings, copyright labels or information pertaining to ownership on the supplied software. The customer is not permitted to make any copies of the supplied software, with the exception of a backup copy made by the person given user rights for the program where this is essential for safeguarding future use. The customer is not permitted to copy the documentation accompanying the supplied software, either in part or in full, by means of photocopying, electronic storage or any other process.

(5) Disassembly, reverse engineering or decompilation of the supplied software is not permitted and the customer will not cause or permit this to be done, unless the conditions of Section 69 lit. e) Urheberrechtsgesetz (German Copyright Act) have been met.

(6) All property, copyright and other industrial property rights in respect of the supplied software, updates and associated documentation belong to ALPMA; the same shall apply mutatis mutandis to amendments to and translations of the programs.

(7) ALPMA is entitled, at its own expense, to make essential amendments to the supplied software at the customer's premises in response to copyright claims by third parties. This will not provide the customer with any basis for the derivation of a claim.

17. Concluding provisions

(1) The place of jurisdiction for all disputes arising from the business relationship between ALPMA and the customer is Traunstein. The place of jurisdiction for all disputes arising from the business relationship between LTH Dresden and the customer is Dresden. ALPMA and LTH Dresden are also entitled to bring an action at the customer's registered place of business. Mandatory statutory regulations relating to the exclusive place of jurisdiction are not affected.

(2) The law of the Federal Republic of Germany applies only. The UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, dated 11 April 1980) does not apply.

(3) If the contract or these General Terms of Delivery contains loopholes, these loopholes will be closed by legal provisions which the parties to the contract would have agreed on the basis of the financial aims of the contract and the purpose of these General Terms of Delivery if they had identified the loopholes.

(4) Should any individual provision of these General Terms of Delivery and/or a contract be or become invalid, this shall not affect the validity of the remaining provisions; in this case, such a provision shall be deemed to be agreed between ALPMA and the customer which most closely reflects what the parties to the contract would have agreed on the basis of the commercial objectives of the delivery transaction and the purpose of these General Terms of Delivery.