

# General Terms and Conditions of Delivery

## Version 5.0 as per 5th January 2026

### I. General Provisions

1. The general terms and conditions of delivery below (hereinafter referred to as general terms and conditions of delivery) shall extend to all of the present and future business relations between m.a.l. Effekt Technik GmbH (m.a.l.) and its customers, even if does not expressly refer to them.
2. "Customers" as defined by these general terms and conditions of delivery are entrepreneurs, public-law legal entities and public-law special funds who are acting to perform their commercial or independent and professional work when ordering goods from m.a.l.
3. These general terms and conditions of delivery shall apply exclusively. Any diverging, contrary or supplementary general terms and conditions of the customer shall only become a component of the contract then and to the extent that m.a.l. has expressly consented to their application. Said requirement of consent shall apply in every case, in particular if m.a.l. carries out the delivery to it without reservation being aware of said general terms and conditions of the customer.
4. Individual agreements made in specific cases with the customer (including subsidiary agreements, supplements and changes) shall have priority before these general terms and conditions of delivery. A written contract or written confirmation from m.a.l. shall be definitive for the content of said agreements.
5. Price and service information as well as miscellaneous declarations or assurances shall only be binding on m.a.l. if they have been submitted or confirmed in writing by it.
6. Declarations and announcements of legal relevance that have to be given to m.a.l. by the customer after concluding the contract (such as setting times, notifications of defects, declarations of withdrawing or reduction) shall require the written form to be operable.
7. References to the application of statutory regulations shall only have clarifying significance. Therefore, the statutory regulations shall apply even without said clarification to the extent that they are not immediately amended or expressly ruled out in these general terms and conditions of delivery.
8. m.a.l. shall retain the unlimited property rights and copyrights to catalogues, technical documentation (such as drawings, plans, calculations and references to DIN standards), miscellaneous product descriptions and documents – even in electronic form – that m.a.l. has allowed the customer the use of. Said documents may only be made available to third parties with the prior permission of m.a.l. and they shall be returned to it at its request without delay if the order is not issued to m.a.l. The same shall also extend to carbon copies and copies of said documents. The above sentences shall apply correspondingly to the customer's documents, however they may be made available to third parties that m.a.l. has transferred deliveries to.
9. The customer shall receive an ordinary right of use and enjoyment to standard software and firmware that entitles it to use said standard software and firmware in unchanged form with the agreed service features on the agreed equipment. The customer may make a back-up copy of said standard software.
10. The term of "claims to compensation for damage" in these general terms and conditions of delivery shall also include claims to compensation for damage for effort and expenditures.

### II. Offer and concluding the contract

1. Any offers of m.a.l. shall be non-binding and subject to change without notice. This shall also apply if m.a.l. has allowed the customer the use of catalogues, technical documentation, miscellaneous product descriptions or documents – even in electronic form.
2. The customer ordering the goods shall be deemed a binding contractual offer. In the absence of any other statements in the order,

m.a.l. can accept said contractual offer within 14 calendar days after receipt.

3. m.a.l. can declare acceptance either in writing (such as by order confirmation) or by supplying the goods to the customer.

### III. Delivery, delivery period and default in delivery

1. Unless expressly agreed otherwise, delivery shall be FCA in accordance with Incoterms®2020 (ex works/ warehouse Bebra).
2. Deadlines and dates for deliveries and services provided by m.a.l. are always approximate, unless a fixed deadline or date has been explicitly agreed upon. Unless otherwise agreed, delivery periods and dates refer to the time of handover to the freight forwarder, carrier, or other third party commissioned with the transport.
3. Notwithstanding the rights of m.a.l. from the customer's default, it can demand an extension of the supply and service periods or a postponement of delivery and service dates by the time period when the customer does not comply with its contractual obligations to m.a.l.
4. m.a.l. shall not be liable for the impossibility of the delivery or delays in delivery to the extent that they were caused by force majeure or other events that could not be predicted at the point in time of concluding the contract (such as any kind of disturbance to operations, difficulties in procuring material or energy, delays in transport, strikes, pandemic, legal lock outs, a lack of workers, power or raw materials, difficulties in procuring necessary official permits, official actions or deliveries that are not carried out, not correctly or not on time by the supplier) that m.a.l. does not have to answer for. Provided that said events make the delivery or service substantially more difficult or impossible for m.a.l. and said hindrance is not only for a temporary period, m.a.l. shall be entitled to withdraw from the contract. If there are obstructions of a temporary nature, the supply and service periods shall be extended or the supply and service dates shall be postponed by the duration of the obstruction plus an appropriate start-up period of 6 weeks. To the extent that it is not reasonable for the customer to accept the supply or service due to the delay, it can withdraw from the contract by declaring this to m.a.l. without delay in writing.
5. Partial deliveries shall be permissible if said partial delivery can be used by the customer in the framework of the contractual purpose, the delivery of the remaining objects ordered is secured and this does not involve any substantial added expense or effort or additional costs to the customer (unless m.a.l. declares that it is prepared to accept said costs).
6. The occurrence of any default in delivery by m.a.l. shall be determined pursuant to the statutory regulations. In any event, a warning from the customer is necessary. If m.a.l. is in default in delivery, the customer can demand compensation for its damage caused by default expressed as a round sum. The lump-sum damage shall be 0.5% of the net price (delivery value) for each completed calendar week of delay, however altogether no more than 5% of the delivery

7. value of the goods delivered late. m.a.l. shall be reserved the right to prove that the customer has not incurred any damage or only much less damage than the above lump-sum.

8. More or less deliveries are usual for custom products and do not entitle to objections or refusal of acceptance. The customer is obliged to pay for the excess deliveries or to accept the short deliveries. These excess or short deliveries are usually stated up to 5% of the ordered quantity unless otherwise agreed.

Framework orders with call rates require special agreements.

#### **IV. Place of performance, passing of risk, official acceptance and delay in acceptance**

1. The place of performance for all obligations from the contractual relationship shall be Bebra, Germany in the absence of any other determination. If m.a.l. also owes the implementation of set-up or assembly, the place of performance shall be the place where set-up or assembly has to be implemented.

2. Unless expressly agreed otherwise, delivery is FCA according to Incoterms®2020 (ex works/ warehouse Bebra), meaning that the risk of accidental loss or accidental damage to the goods passes to the customer as soon as the goods have been handed over to the carrier or have left our warehouse for shipment. This also applies to partial deliveries or if free-of-charge shipping for the customer has been agreed. At the customer's request and expense, m.a.l. will ship the goods to a different destination (shipment sale) and insure them against theft, breakage, transport damage, fire, water damage, or other insurable risks. Unless otherwise agreed, m.a.l. may determine the method of shipment (in particular, the carrier, shipping route, and packaging) and the insurance company. In the case of mail order purchases, the risk of price fluctuations and the risk of delay pass to the customer at the latest upon handover of the delivery item (whereby the commencement of the loading process is decisive) to the forwarding agent, the carrier or any other third party designated to carry out the shipment.

3. With deliveries with set-up or assembly, the price risk shall pass onto the customer no later than as soon as it accepts the goods in its operation or wherever agreed after successful trial operation. To the extent that official acceptance has been agreed, it shall be definitive for passing risk. Otherwise, the statutory regulations of the law of contracts for services shall apply accordingly to agreed official acceptance.

4. The customer being in delay with acceptance shall be equivalent to handing over or successful trial operation and official acceptance.

5. If the customer is in default in acceptance, if it fails to carry out a participation action or if delivery is delayed for other reasons that the customer has to answer for, m.a.l. can demand compensation for the damage incurred thereby including additional expenditures (such as storage expenditures). m.a.l. shall charge a lump-sum compensation for this amounting to 5 euros per calendar day commencing with the delivery period or - in the absence a delivery period - when readiness of the goods for shipping has been announced. The proof of greater damage and statutory claims of m.a.l. (in particular compensation for additional expenditures, appropriate compensation or notice) shall remain unaffected; said lump sum shall be credited to further pecuniary claims. The customer shall be allowed to prove that m.a.l. has not incurred any or substantially less damage than the aforementioned lump sum.

#### **V. Prices and conditions of payment**

1. The price stated in the order confirmation applies. Additional or special services will be charged separately. Unless otherwise agreed, prices are FCA according to Incoterms®2020 (ex works/ warehouse Bebra, from the date the goods are handed over to the transport company). The price does not include any incidental costs, such as packaging, freight, and/or insurance. All incidental costs incurred domestically and, if applicable, abroad in connection with the delivery are to be borne by the customer.

If the customer does not receive an order confirmation or if it does not contain any price information, the price agreed between the parties applies. Value-added tax (VAT) will be shown separately on the invoice at the statutory rate applicable on the date of invoicing.

2. If, in the case of blanket orders, call orders or forward orders, only part of the agreed quantity is accepted within the agreed period, but no later than 12 months after order confirmation, we shall be entitled, at our discretion, either to charge the price applicable to this batch size for the part delivered or to deliver and charge for the quantity not yet called.

3. If the order has technical peculiarities which the buyer has not pointed out despite being aware of them and which were not recognisable to us at the time of the submission of the offer, and if additional costs arise as a result of this which are technically mandatory, we shall inform the buyer of this immediately and charge the resulting additional costs to the buyer at cost price.

4. The customer shall bear all necessary incidental costs. If the customer has commissioned m.a.l. with installation or assembly services, the incidental costs also include the travel expenses and out-of-pocket expenses incurred for this purpose. In the case of mail order purchases, the customer shall bear the transport costs in accordance with Incoterms®2020 FCA from the Bebra warehouse/location and the costs of any insurance requested by the customer. Any customs duties, fees, taxes, and other public charges shall be borne by the customer. m.a.l. does not take back transport and all other packaging in accordance with the Packaging Ordinance; it becomes the property of the customer; pallets are excluded.

5. All payments shall be made immediately after billing and delivery free disbursing agency of m.a.l. without any deduction. m.a.l. can demand a down payment amounting to 25% of the purchase price with contracts with a delivery value in excess of 5,000 euros. The down payment shall be due and shall be paid within 14 days from billing. The periods of payment shall be deemed complied with if m.a.l. can dispose of the sum within the time limit. Payments can be set off against other demands still open at the choice of m.a.l.

6. For development services, 30 % shall be due upon placement of the order, 40 % upon delivery of the first sample and 30 % upon completion of the order.

7. Cheques shall be accepted in payment. m.a.l. shall be remunerated without delay for discount and collecting expenses including interest.

8. The customer can only set off against the demands of m.a.l. with counterclaims that are undisputed or legally declared final and conclusive.

9. The customer can only assert a right of retention for counterclaims immediately derived from this contract or that are undisputed or legally declared final and conclusive. m.a.l. shall be entitled to avert the exercise of any right of retention by lodging security – also by guaranty.

10. If the customer is in delay in whole or in part with its payment obligation, it has to pay the statutory amount of interest for late payment from this point in time notwithstanding any other rights of m.a.l. m.a.l. shall reserves itself the right to assert further damage caused by default. The claim to commercial interest after due date (Section 353 of Handelsgesetzbuch - German Commercial Code) shall remain unaffected towards merchants.

11. m.a.l. shall be entitled to only carry out or provide still outstanding supplies or services for advance payment or providing security if circumstances become known to it after concluding the contract that could substantially reduce the customer's creditworthiness and through which the customer's payment of open demands of m.a.l. are jeopardised from each contractual relationship (including from other individual orders that the same framework contract applies to).

## VI. Price adjustment

Due to possible material price fluctuations on the market, we reserve the right to adjust prices. For imported goods, e.g. electronic components, the prices are based on the dollar exchange rate on the date of the offer. In the event of changes in the dollar exchange rate, we reserve the right to adjust and charge prices in accordance with the dollar exchange rate applicable on the date of delivery.

## VII. Termination, Cancellation

Cancellation (termination) of the order is only possible against payment of the costs incurred up to this point in time and any consequential costs (in particular conversion costs for machines; costs for scrapping; idle running costs). The cancellation costs shall be charged according to the actual costs, if no other individual contractual agreements have been made.

## VIII. Reservation of ownership

1. The goods supplied (conditional commodity) shall remain the property of m.a.l. until all demands have been met that m.a.l. is entitled to against the customer now or in future including all account balance demands from account current.

2. Provided that customer acts contrary to the contract - in particular being in delay in the payment of a demand for compensation - m.a.l. shall be entitled to take back the conditional commodity after it has set an appropriate time for payment. Provided that m.a.l. takes back the conditional commodity, this shall constitute withdrawing from the contract. The customer shall pay the transportation expenditures incurred for taking it back. m.a.l. attaching the conditional commodity shall also constitute withdrawing from the contract. m.a.l. may utilise any conditional commodity it takes back. The proceeds from utilisation shall be set off against the sums that the customer owes m.a.l. after m.a.l. has deducted an appropriate sum for the costs of utilisation.

3. The customer has to treat said conditional commodity carefully. It has to insure it sufficiently at its expense for damage from fire, water and theft at the new value. Provided that maintenance and inspection work become necessary, the customer has to carry them out in due time at its own costs.

4. The customer may use said conditional commodity and sell it on in the proper course of business as long as it is not in delay of payment. However, it may not attach said conditional commodity or transfer ownership by way of security. The customer shall assign the full scope of the customer's demand for compensation against its purchasers from resale of the conditional commodity and the customer's demands with reference to the conditional commodity incurred from any other legal grounds against its purchasers or third parties (in particular demands from unauthorised actions and claims to insurance payments) including all account balance demands from account current to m.a.l. for the purpose of security. m.a.l. shall accept said assignment. The customer may collect these demands assigned to m.a.l. at its account and in its own name for m.a.l. as long as m.a.l. does not revoke said authorisation. The right of m.a.l. to collect said demands itself shall not be affected by this; however, m.a.l. shall not assert said demands itself and not revoke the authorisation as long as the customer properly complies with its payment obligations. Provided that the customer acts contrary to the contract - in particular being in default with the payment of a demand for compensation - m.a.l. can demand from the customer that it informs m.a.l. of the demands assigned and the specific debtors, notifies the debtors of said assignment and hands out all documents and makes all statements to m.a.l. that m.a.l. needs for asserting said demands. The customer may also not assign said demands to have them collected by means of factoring unless it irreversibly obliges the factor to immediately effect the counterperformance to m.a.l. when there are still demands of m.a.l. against the customer.

5. Any processing of the conditional commodity by the customer shall always be carried out for m.a.l. If said conditional commodity is processed with other things that do not belong to m.a.l., m.a.l. shall acquire the co-ownership of the new thing at the ratio of the value of said conditional commodity (final invoice amount including VAT) to

the other things processed at the point in time of processing. Beyond this, the same shall also apply to the new thing created by processing as to the conditional commodity. If the conditional commodity is inseparably linked or mixed with other things not belonging to m.a.l., m.a.l. shall acquire the co-ownership to the new thing at the ratio of the value of said conditional commodity (final invoice amount including VAT) to the other things connected or mixed at the point in time of connecting or mixing. If the conditional commodity is connected or mixed so that the customer's thing may be seen as the main thing, the customer and m.a.l. agree now that the customer shall transfer proportional co-ownership of this thing to m.a.l. m.a.l. shall accept said transfer. The customer shall safeguard the sole ownership or co-ownership thus occurring to the thing for m.a.l.

6. If the conditional commodities are attached by third parties or if there are other interventions by third parties, the customer has to point out the ownership of m.a.l. and has to notify m.a.l. without delay in writing so that m.a.l. can assert its property rights. Provided that the third party is not capable of reimbursing m.a.l. for the court or out-of-court costs incurred in this framework, the customer shall be liable for this.

7. If the customer demands it, m.a.l. shall be obliged to release the collateral it is entitled to to the extent that its value that can be realised is more than 10% in excess of the value of the open demands that m.a.l. is entitled to against the customer. m.a.l. may select the collateral to be released.

## IX. Set-up and assembly

1. The times and dates promised by m.a.l. for implementing set-up or assembly shall only be deemed approximate unless a fixed time for implementation or a fixed date for implementation has been expressly promised or agreed. In any event, the prerequisite of compliance with dates and times of implementation for set-up or assembly shall be timely receipt of all documents to be supplied by the customer, such as the required permits, releases and clarification as well as complying with its duties to cooperate with m.a.l. The dates and times of implementation shall be complied with if the implementation of set-up or assembly has been carried out within the firmly promised or agreed dates and times of implementation.

They shall also be deemed complied with if slight subsequent work is needed provided that operational readiness is not impaired. m.a.l. shall not be liable for the impossibility of implementation of set-up or assembly to the extent that they were caused by force majeure or other events that could not be predicted at the point in time of concluding the contract (such as any kind of disturbances to operations, difficulties in procuring material or energy, delays in transport, strikes, legal lock outs, a lack of workers, power or raw materials, difficulties in procuring necessary official permits, official actions or deliveries that are not carried out, not correctly or not on time by the supplier) that m.a.l. does not have to answer for. Provided that said events make the implementation of the set-up or assembly substantially more difficult or impossible for m.a.l. and said hindrance is not just of a temporary period, m.a.l. shall be entitled to withdraw from the contract. If there are obstructions of a temporary nature, the implementation periods shall be extended or the implementation dates shall be postponed by the duration of the obstruction plus an appropriate start-up period of 6 weeks. To the extent that it is not reasonable for the customer to accept or officially accept the supply or service of m.a.l. due to the delay, it can withdraw from the contract by declaring this to m.a.l. without delay in writing.

2. The customer has to pay its costs and provide the following in due time:

a) all earth, building and other subsidiary work foreign to this line of business including the experts, auxiliary personnel, construction materials and tools,

- b) the objects and materials required for assembly and start-up such as scaffolding, lifting equipment and other devices, fuels and lubricants,
- c) power and water at the place of utilisation including connections, heating and illumination,
- d) sufficiently large, suitable and dry spaces and lockage rooms at the assembly site such as for storing machine components, apparatuses, materials and tools and working and recreation rooms appropriate to the assembly personnel including sanitary equipment appropriate to the circumstances; beyond this, the customer has to undertake actions for protecting the possessions of m.a.l. and the assembly personnel at the construction site that it would undertake for protecting its own possessions, and protective clothing and protective equipment that are necessary due to the special circumstances at the assembly site.

3. Before commencing assembly work, the customer has to provide the necessary data on the location of power, gas and water lines that are laid undercover or similar systems as well as the necessary static data without being requested.

4. Before commencing set-up or assembly, the needed things and objects have to be at set-up or assembly site for commencing work and all preliminary work has to have progressed before commencing set-up so that set-up or assembly can begin pursuant to the agreement and carried out without interruption. Approach ways and the set-up or assembly location have to be levelled and cleared off.

5. If the set-up, assembly or start up are delayed by circumstances that m.a.l. does not have to answer for, the customer has to pay an appropriate amount of the costs for the waiting period and additional necessary trips and out-of-pocket expenses of m.a.l. and/or the assembly personnel.

6. The customer has to certify the duration of working time for the assembly personnel and finishing set-up, assembly or start-up to m.a.l. without delay every week.

7. If m.a.l. demands official acceptance on the delivery after completion, the customer has to undertake it within 12 working days. If this is not done, official acceptance shall be deemed carried out. Official acceptance shall also be deemed carried out if the delivery has been used – possibly after completion of the agreed test phase.

## X. Warranty and legal imperfections

1. The objects supplied shall be carefully examined without delay after delivery. The person handing over the delivery shall have damage to the packaging confirmed in writing when accepting the goods. The customer shall have the burden of proof for any damage from transport without any confirmation. m.a.l. shall be notified of any faults discovered without delay. If the customer fails to carry out the examination or provide notification of defects in due time, the goods delivered shall be deemed approved unless the defect could not be identified at the examination. Sending the notification of defects in due time shall be sufficient for maintaining the time limit; the customer shall have the burden of proof for this. m.a.l. shall also be notified of faults discovered later in writing; otherwise, the goods shall be deemed approved with reference to these faults. Notification of defects has to be made in writing and the notified defect shall be precisely described. Otherwise, Section 377 f. of Handelsgesetzbuch (German Commercial Code) shall apply.
2. At the request of m.a.l., the customer has to send back the goods complained about freight free carrier. If the notification of defects is justified, m.a.l. shall reimburse the costs of the cheapest routing; this shall not apply to the extent that costs rise because the delivery article is at a different location than the location of intended usage. If it comes to light that notification of defects is not justified, m.a.l. can demand that the customer reimburse the costs incurred from the examination of faults.
3. m.a.l. shall at its choice provide subsequent performance by remedying the defect or supplying a replacement for legal imperfections in the objects delivered. m.a.l. shall be entitled to make subsequent

performance dependent upon the fact that the customer has paid the price due for the goods delivered where the customer can retain a part of the price of the goods in relation to the defect. If remedying the defect or replacement delivery is unsuccessful, the customer can demand at its choice a reduction in the remuneration or cancellation of the contract.

4. If there are faults in component parts of other manufacturers that m.a.l. cannot eliminate for licence-law grounds or actual reasons, m.a.l. shall at its choice assert its warranty claims against said manufacturer and supplier for the customer's account or assign them to the customer. There shall be warranty claims against m.a.l. with said faults under miscellaneous conditions and pursuant to the specifications of these general terms and conditions of delivery if asserting the aforementioned claims against the manufacturer and supplier in court was unsuccessful or, there is no prospect (for example, due to insolvency). Limitation of actions on the customer's warranty claims against m.a.l. shall be impeded during the legal dispute.

5. There shall not be any warranty claims due to legal imperfections if there is only an irrelevant departure from the agreed state, if there is only an irrelevant impairment of its usefulness, with natural wear or wear and tear, damage that occurs after passing risk due to faulty or unintended treatment, excessive stress, unsuitable operational equipment, faulty construction work, unsuitable building ground and chemical, electrochemical, electrical or miscellaneous external influences that were not presupposed pursuant to the contract. If the customer or third parties undertake improper maintenance work or changes which make eliminating the faults impossible or unreasonable, there shall also not be any claims from faults for these and the consequences thereby incurred. In any event, the customer shall have to pay the additional costs of eliminating the faults incurred by the changes.

6. Any delivery of used objects agreed with the customer in specific cases shall be carried out excluding any warranty.

7. The customer shall only have a claim to compensation for damage pursuant to the specifications of item X. and shall otherwise be ruled out.

## XI. Protective rights and imperfections in title

1. m.a.l. guarantees that the goods supplied are free of commercial protective rights or copyrights of third parties at the place of performance.
2. If third parties assert claims from protective rights against the customer, m.a.l. shall only be liable to the customer if the customer has notified m.a.l. about this without delay and proceeds in agreement with m.a.l. when handling these claims and pursuing its rights. In the event that the goods delivered violate a commercial protective right or copyright of a third party and the customer is finally and conclusively prohibited the usage of the goods delivered in whole or in part for this reason, m.a.l., provided that it is liable for the violation of rights, shall either modify or replace the goods delivered at its choice and at its costs so that the rights of third parties are no longer violated, although the goods delivered still meet the contractually agreed functions, or provide the customer the right of use and enjoyment by concluding licence contract. If m.a.l. is not successful at this within an appropriate period of time, the customer shall be entitled to withdraw from the contract or appropriately reduce the price for the goods delivered. Any claims to compensation for damage of the customer shall be subject to the limitations of item X.
3. With violations of rights from products of other manufacturers supplied by m.a.l., m.a.l. shall at its choice assert its claims against said manufacturers and suppliers of the seller for the customer's account or assign them to the customer. There shall only be claims against m.a.l. in these cases if asserting the aforementioned claims in court against the manufacturers and suppliers of the seller was unsuccessful or if there is no prospect, for example, due to insolvency.
4. m.a.l. shall not be liable if the customer makes changes to the goods delivered, installs additional equipment or connects the goods

delivered with other equipment or preliminary devices and if this violates the protective rights of third parties. m.a.l. shall also not be liable for violating third party protective rights for one or several objects from the goods delivered that were produced according to the drawings, developments or other data of the customer or for an application that it cannot predict. The customer has to exempt m.a.l. in this case from claims of third parties.

5. The customer shall not acquire any claims to using the protective rights available to m.a.l. that affect the goods delivered functioning together with other objects.

3. To the extent that the contract or these general terms and conditions of delivery contain gaps in the regulations, the legally effective regulations shall be deemed agreed for filling said gaps that the contractual partners would have agreed to in accordance with the economic objectives of the contract and purpose of these general terms and conditions of delivery if they had been aware of the gaps in the regulations.

## **XII. Liability for compensation for damage due to fault**

1. m.a.l. shall be liable to an unlimited extent for culpably caused damage from injury to life, body or health. m.a.l. shall only be liable for other damage if it, one of its legal representatives or one of its vicarious agents has violated an obligation essential to achieving the contractual purpose (cardinal obligation) or said damage was caused intentionally or grossly negligently by m.a.l., one of its legal representatives or one of its vicarious agents. If a cardinal obligation is not culpably violated with intention or gross negligence, the liability of m.a.l. shall be limited to typical damage that would be reasonably predictable for m.a.l. at the point in time of concluding the contract.

2. The above exclusions of and limitations to liability shall not apply in cases where m.a.l., one of its legal representatives or one of its vicarious agents has maliciously concealed a defect of quality or legal imperfection in title or m.a.l. has taken on a guarantee for the state of the thing and in cases of liability independent of fault, in particular pursuant to the Produkthaftungsgesetz (German Product Liability Law).

## **XIII. Limitation of actions**

1. As a departure from Section 438, Paragraph 1, Number 3 of Bürgerliches Gesetzbuch (German Civil Code), warranty claims from defects of quality or legal imperfections in title shall be statute-barred in one year after delivery of the goods or, to the extent that official acceptance is important, from official acceptance. Said period of the limitation of action shall not apply to the extent that the law pursuant to Section 438, Paragraph 1, number 2 of Bürgerliches Gesetzbuch (German Civil Code) (building works and things for building works) and Section 634 a, Paragraph 1, Number 2 of Bürgerliches Gesetzbuch (German Civil Code) (construction defects) prescribes longer times. The special legal regulations of Section 438, Paragraph 1, Number 1 of Bürgerliches Gesetzbuch (German Civil Code) (real claims of surrendering of third parties), Section 438, Paragraph 3 of Bürgerliches Gesetzbuch (German Civil Code) (malicious concealment of a defect) and Section 479 of Bürgerliches Gesetzbuch (German Civil Code) (supplier recourse with the final delivery to a consumer) shall remain unaffected.

2. The aforementioned periods of limitation of actions shall also apply to contractual and extracontractual customer's claims to compensation for damage based on defects of quality or legal imperfections in title of the goods unless the application of legal limitation of actions would lead to a shorter limitation of actions in specific cases. The periods of limitation of actions of the Produkthaftungsgesetz (German Product Liability Law) shall remain unaffected. Otherwise, only the legal periods of limitation of actions shall apply to the customer's claims to compensation for damage pursuant to item X.

## **XIV. Final provisions**

1. The law of the Federal Republic of Germany shall apply to these general terms and conditions of delivery and all legal relations between m.a.l. and the customer excluding all international and supranational (contractually) legal systems, in particular the UN Convention on the International Sales of Goods. The prerequisites and effects of reservation of title shall be subject to the law at each storage location of the thing to the extent that the selection of law made in favour of German law is inadmissible or ineffective.

2. The exclusive (even international) venue for any disputes from the business relations between m.a.l. and the customer shall be the headquarters of m.a.l. in Bebra, Germany. Beyond this, m.a.l. shall be entitled to sue the customer at its general venue.