

# General Terms and Conditions of Sale and Delivery of the IAMT Group (as of March 2021)

<b>§ 1</b>	<b>General and scope of application</b>	<b>§ 3</b>	<b>Remuneration</b>
1	<p>All deliveries, services, offers and acceptance of offers by the companies belonging to the IAMT group, in particular IAMT Ingenieurgesellschaft für allgemeine Maschinentechnik mbH, IAMT mechatronics GmbH, IAMT Prüfsysteme GmbH, IAMT Chassis Systems GmbH &amp; Co. KG, IAMT Engineering GmbH &amp; Co. KG, IBAF GmbH and IBAF Industrial Solutions GmbH (IAMT), shall be made exclusively on the basis of these General Terms and Conditions of Sale and Delivery (GTC). The GTC are an integral part of all contracts concluded by IAMT with its contractual partners and customers (customers) for the deliveries and services offered by IAMT. They shall also apply to all future deliveries, services or offers to the customer, even if IAMT does not refer to them in each individual case or if they are not separately agreed upon again.</p>	1	<p>Unless otherwise stated in the order confirmation or in the binding offer of IAMT, the remuneration stated therein shall apply to the scope of delivery and services listed. Additional or special deliveries or services will be charged separately. The remuneration shall be in EURO for delivery ex works (EX WORKS, INCOTERMS 2020), plus the statutory value added tax (VAT). Insofar as IAMT is willing to perform the delivery or provide the service at another location, the customer shall bear the costs for transport, packaging and insurance, travel costs and expenses, in case of export deliveries additionally customs duties as well as fees and other public charges.</p>
2	<p>These GTC shall apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the customer or a third party are hereby rejected. They shall only become effective towards IAMT if and to the extent that IAMT has expressly given its consent to their validity in writing. This requirement of consent shall apply in any case, for example even if IAMT unconditionally performs the delivery or provides the service to the customer or a third party in knowledge of the customer's or third party's terms and conditions or if IAMT refers to a letter that contains or refers to the terms and conditions of the customer or a third party.</p>	2	<p>IAMT reserves the right, after timely notification to the customer and prior to execution of the delivery or provision of the service, to increase the remuneration for the object of delivery or service in such a way as is necessary due to general external price increases beyond its control (such as exchange rate fluctuations, currency regulations, changes in customs rates, significant increases in material or manufacturing costs) or due to changes in suppliers, and assures a reduction in remuneration if external costs (e.g. customs duties) are reduced or completely eliminated.</p>
3	<p>These GTC apply exclusively to entrepreneurs (§ 14 German Civil Code), legal entities under public law or special funds under public law within the meaning of § 310 para. 1 German Civil Code.</p>	<b>§ 4</b>	<b>Conditions of payment</b>
4	<p>References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTC.</p>	1	<p>Unless otherwise stated in the order confirmation or in the binding offer of IAMT, invoice amounts shall be paid by the customer within 14 days upon receipt of the invoice without any deduction. The date of receipt by IAMT shall be decisive for the date of payment. Payments shall be made by bank transfer. Payment by bill of exchange or check shall not be recognized as fulfillment of the payment obligation.</p>
<b>§ 2</b>	<b>Offer and conclusion of contract, offer documents</b>	2	<p>If the customer fails to make payment when due, interests shall be charged on the outstanding amounts from the due date at a rate of 9 percentage points above the applicable base interest rate p.a.; the right to claim higher interests and further damages in case of default shall remain unaffected. The customer shall be entitled to prove that IAMT did not incur any damage or only a minor damage as a consequence of the default in payment.</p>
1	<p>All offers made by IAMT are subject to change without notice and non-binding, unless they are expressly marked as binding or contain a specific period of acceptance.</p>	3	<p>IAMT shall be entitled to perform outstanding deliveries or provide outstanding services only against advance payment or provision of a security if, after the conclusion of the contract, circumstances become known to IAMT which are likely to substantially reduce the creditworthiness of the customer and which jeopardize the payment of IAMT's outstanding claims by the customer under the respective contractual relationship.</p>
2	<p>Orders or commissions placed by the customer shall be deemed to be a binding offer of contract. They shall only be deemed accepted by IAMT if and to the extent they are accepted in writing by IAMT within 14 days upon receipt of the order or commission.</p>	4	<p>Offsetting against counterclaims of the customer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established.</p>
3	<p>The customer shall be responsible for the accuracy, content and scope of the order or commission. The customer is responsible for providing IAMT with any necessary information regarding the ordered goods or the commissioned service within a reasonable period of time so that the order or commission can be executed in accordance with the contract.</p>	<b>§ 5</b>	<b>Deliveries and services as well as dates and deadlines</b>
4	<p>The legal relationship between IAMT and the customer shall be governed solely by the written contract including these GTC. This contract fully reflects all agreements between the parties regarding the subject matter of the contract. Oral promises made by IAMT prior to the conclusion of the contract shall not be legally binding and oral agreements made by the parties prior to the conclusion of the contract shall be replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.</p>	1	<p>Delivery of goods shall be ex works (EX WORKS, INCOTERMS 2020). The delivery of goods shall be made in such a way that the customer takes delivery of the goods at IAMT's business premises within IAMT's business hours as soon as IAMT has notified the customer that the goods are ready for collection.</p>
5	<p>Amendments and modifications to the agreements made between the parties, including these GTC, must be made in writing in order to be effective. The written form requirement according to the aforementioned sentence shall not apply to amendments and modifications to the agreements made between the parties if IAMT expressly or impliedly informs the customer that a corresponding agreement shall be binding even without compliance with the written form requirement.</p>	2	<p>Deadlines and dates for deliveries and services promised by IAMT shall always apply only approximately, unless a fixed deadline or a fixed delivery or service date has been expressly promised or agreed. If the shipment of goods has been agreed, delivery deadlines and delivery dates shall refer to the time of handover of the goods to the forwarding agent, carrier or other third party commissioned with the transport.</p>
6	<p>Information provided by IAMT regarding the object of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximately relevant unless the usability for the contractually intended purpose requires an exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components by equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.</p>	3	<p>IAMT may - without prejudice to its rights resulting from default of the customer - demand from the customer an extension of delivery and service deadlines or a postponement of delivery and service dates by the period of time during which the customer does not fulfill its contractual obligations towards IAMT.</p>
7	<p>IAMT retains ownership or copyright of all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and auxiliary means made available to the customer. The customer may not make these items available to third parties, either as such or in terms of content, disclose them, use them itself or through third parties, or reproduce them without express written consent of IAMT. At IAMT's request, the customer shall return these items completely to IAMT and destroy any copies that may have been made, if they are no longer needed by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of usual data backup.</p>	4	<p>If IAMT does not deliver or provide in time, the customer will set IAMT a grace period in writing, after its expiration the customer may withdraw from the contract. Instead of provision of the delivery or performance of the service the customer may claim damages.</p>
8	<p>If goods have to be manufactured or otherwise processed by IAMT and the customer has submitted a specification for this purpose, the customer shall indemnify IAMT from any loss, damage, costs or other expenses which IAMT has to pay or is willing to pay because the contractual processing of the goods has been found to be in breach of a patent, copyright, trademark or other property right of a third party as a result of customer's specification.</p>	5	<p>If the customer is in default of acceptance of the delivery or service on the due date, it must nevertheless pay the agreed remuneration. In such cases, IAMT shall store the object of delivery or service at the risk and expense of the customer. Upon customer's request, IAMT shall insure the object of delivery or service at the expense of the customer.</p>
		6	<p>IAMT shall not be liable for impossibility of delivery or service or for delays in delivery or service, as far as these are caused by force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. operational breakdowns of any kind, difficulties in the procurement of materials or energy, epidemics or pandemics, delays of transport, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver properly or in time), for which IAMT is not responsible. If such events make the delivery or service substantially more difficult or impossible for IAMT and the hindrance is not only of temporary duration, IAMT shall be entitled to withdraw from the contract. In case of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the customer cannot reasonably be expected to accept</p>

the delivery or service due to the delay, it may withdraw from the contract by immediately notifying IAMT in writing.

- 7 IAMT shall be entitled to partial deliveries and services if
- the partial delivery or service is usable for the customer within the scope of the contractual intended purpose,
  - the delivery or service of the remaining ordered objects of delivery or services is ensured and
  - the customer does not incur any significant additional expenses or costs hereby (unless IAMT agrees to bear these costs).

**§ 6 Place of performance, shipment, packaging, transfer of risk and acceptance**

- 1 The place of performance for all obligations arising from the contractual relationship shall be the registered office of the respective company of the IAMT group pursuant to § 1 para. 1, unless otherwise stipulated.
- 2 At request and the expense of the customer, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). The mode of shipment and the packaging shall be at the dutiful discretion of IAMT.
- 3 The risk of damage to or loss of goods shall pass to the customer as follows:
- If the goods are delivered at IAMT's premises (EX WORKS, INCOTERMS 2020) at the moment IAMT informs the customer that the goods are ready for collection.
  - If the goods are not delivered at IAMT's premises, at the time of handover of the goods (whereby the beginning of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment to the customer. This shall also apply if partial deliveries are made or IAMT has taken over other services (e.g. shipping or installation). If the shipment or the handover of the goods is delayed due to a circumstance caused by the customer, the risk shall pass to the customer from the day the goods are ready for shipment and IAMT has notified the customer thereof.
  - Notwithstanding any shipment of the goods still to be executed or completed, the risk shall pass to the customer when the customer has become the owner of the goods.
- 4 Storage costs after transfer of risk shall be borne by the customer. In case of storage by IAMT, the storage costs amount to 0.25 % of the invoice amount of the goods to be stored per expired week. IAMT reserves the right to claim and prove further or lower storage costs.
- 5 Goods to be shipped shall be insured by IAMT against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the customer and at the customer's expense.
- 6 Insofar as acceptance has to take place, the delivery or service shall be deemed to have been accepted when
- the delivery or service and, if IAMT also owes the installation, the installation has been completed,
  - IAMT has notified the customer thereof with reference to the fiction of acceptance pursuant to this § 6 para. 6 and has requested the customer to accept,
  - twelve (12) working days have elapsed since the delivery, service or installation or the customer has started to use the object of delivery or service (e.g. has put into operation a delivered system) and in this case six (6) working days have elapsed since the delivery, service or installation, and
  - the customer has failed to accept the goods or the service within this period for a reason other than a defect notified to IAMT which makes the use of the object of delivery or service impossible or significantly impairs its use.

**§ 7 Obligations of the customer to cooperate**

- 1 The customer shall support IAMT to the agreed extent agreed upon and necessary for the required performance of the delivery or provision of the service.
- 2 The customer shall provide IAMT with the components, documentation, information and data required for the delivery or service and determined on the basis of the scope of delivery or service. The components, documentation, information and data must be available to IAMT in a final and binding version at the agreed time. IAMT shall not be obliged to check the components, documentation, information and data handed over to it to ensure that they are free of defects or correct.
- 3 The customer shall additionally store the components, documentation, information and data handed over to IAMT so that they can be reconstructed without further ado in case of damage or loss.
- 4 All approvals, in particular type approvals, test approvals, prototype approvals, tool approvals as well as production and series approvals are exclusively carried out by the customer. The scope of delivery of IAMT is checked by the customer and approved for further use after successful checking.

**§ 8 Retention of title**

- 1 Notwithstanding the delivery and the transfer of risk and other provisions of these GTC, the ownership of the delivered goods shall not pass to the customer until the entire purchase price for the goods has been paid (**reserved goods**).
- 2 If the customer acts in breach of the contract - especially if it is in default with the payment of the purchase price - IAMT shall have the right to take back the reserved goods after having set a reasonable deadline for

performance. The customer shall bear the transport costs incurred for taking back the reserved goods. If IAMT takes back the reserved goods, this shall constitute a withdrawal from the contract. Reserved goods taken back by IAMT may be exploited by IAMT. The proceeds of the sale shall be set off against the amounts owed by the customer to IAMT after IAMT has deducted a reasonable amount for the costs of the sale.

- 3 The customer shall store the reserved goods properly and handle them with care, store them separately from its property and that of third parties and mark them as the property of IAMT. It must sufficiently insure them at its own expense against damage by fire, water and theft at replacement value. If maintenance and inspection work is required, the customer shall carry out such work in good time at its own expense.

- 4 The customer may use the reserved goods and resell them in the ordinary course of business as long as it is not in default of payment. However, it may not pledge the reserved goods or assign them by way of security. The customer hereby assigns to IAMT in full, by way of security, its claims for payment against its own customers from a resale of the reserved goods as well as those claims of the customer regarding the reserved goods, which arise from any other legal reason against its customers or third parties (in particular claims arising from tort and claims for insurance benefits). IAMT accepts this assignment. The customer may collect these claims assigned to IAMT for its account in its own name on behalf of IAMT as long as IAMT does not revoke this authorization. The right of IAMT to collect these claims itself shall not be affected thereby; however, IAMT shall not collect the claims itself and shall not revoke the authorization to collect as long as the customer duly meets its payment obligations. However, if the customer acts in breach of contract - in particular if the customer is in default with the payment of the remuneration - IAMT may demand that the customer informs IAMT about the assigned claims and the respective debtors, informs the respective debtors about the assignment and hands over all documents to IAMT as well as provides all information IAMT needs to collect the claims.

- 5 Any processing or transformation of the reserved goods by the customer shall be carried out in the name and for the account of IAMT. If the reserved goods are processed with other items not belonging to IAMT, IAMT shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing. To the new item created by processing, the same provisions as for the reserved goods shall apply. If the reserved goods are inseparably combined or mixed with other items not belonging to IAMT, IAMT shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. If the reserved goods are combined or mixed in such a way that the customer's item is to be regarded as the main item, the customer and IAMT agree already now that the customer shall transfer co-ownership of this item to IAMT on a pro rata basis. IAMT accepts this transfer. The customer shall hold the sole ownership or co-ownership of an item thus created in safekeeping for IAMT.

- 6 In case of seizure of the reserved goods by third parties or in case of other interventions by third parties, the customer shall point out the ownership of IAMT and notify IAMT immediately in writing so that IAMT can enforce its ownership rights. If the third party is not able to reimburse IAMT for the judicial or extrajudicial costs arising in this context, the customer shall be liable for these.

- 7 If the customer so requests, IAMT shall be obliged to release the securities to which it is entitled to the extent that their realizable value exceeds the value of its outstanding claims against the customer by more than 10%. The choice of the securities to be released shall be made by IAMT.

- 8 In the case of deliveries to other countries outside Germany in which the aforementioned provisions on retention of title do not have the same security effect as in Germany, the customer shall take all necessary measures and make all necessary declarations which are necessary and conducive to the effectiveness and enforceability of a retention of title in accordance with the aforementioned provisions.

**§ 9 Rights to research and development results**

- 1 As far as IAMT requires industrial property rights and copyrights as well as know-how of the customer for the provision of research and development services, the customer shall grant IAMT a non-exclusive and royalty-free right of use thereof.

- 2 For all industrial property rights and copyrights as well as know-how (**results**) arising from a research and development service of IAMT, the following shall apply under the condition that the customer has paid the agreed remuneration in full to IAMT:
- The results are the exclusive property of the customer and are transferred by IAMT to the customer.
  - Insofar as results exist in copyrighted works, IAMT shall transfer to the customer the exclusive, temporally and territorially unrestricted, transferable and sublicensable right of use. This right of use includes in particular the duplication, distribution, public reproduction and making available to the public of the results in all known types of use, including the right to edit and further develop the results and the use of the further findings arising from the results to the aforementioned extent.
  - With respect to software that is not open source software, IAMT is only obligated to provide the object code, but not the source code.

- 3 IAMT shall be entitled to a non-exclusive, territorially and temporally unlimited, royalty-free right of use to the results, which IAMT may freely dispose of - also outside the contractual relationship with the customer.

- 4 Further development or adaptation of the results is not part of IAMT's scope of services.
- 5 If already existing industrial property rights and copyrights as well as know-how of IAMT are required for a research and development service, the customer shall receive from IAMT a non-exclusive, non-sublicensable, non-transferable right of use against payment. This requires an additional written agreement between IAMT and the customer.
- § 10 Warranty**
- 1 The warranty period shall be one year from the date of performance of the delivery or the provision of the service or, if an acceptance is required, from the date of acceptance. This period shall not apply to claims for damages of the customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by IAMT or its vicarious agents, which shall be time-barred in each case according to the statutory provisions.
- 2 Delivered goods shall be inspected carefully by the customer immediately upon receipt. With respect to obvious defects or other defects which would have been apparent upon immediate, careful inspection, the goods shall be deemed to have been approved by the customer if IAMT does not receive a written notice of defect within seven (7) working days after delivery. With regard to other defects, the goods shall be deemed to have been approved by the customer if the notice of defect is not received by IAMT within seven (7) working days after the time when the defect became apparent; however, if the defect was already apparent to the customer at an earlier point in time during normal use, this earlier point in time shall be decisive for the beginning of the period for giving notice of defects.
- 3 In case of material defects of the delivery or service, IAMT shall be first obligated and entitled to rectify the defect or provide a replacement delivery or service at its discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery or service, the customer may withdraw from the contract or reasonably reduce the agreed remuneration. If a defect is due to the fault of IAMT, the customer may claim damages under the conditions stipulated in § 12.
- 4 IAMT shall be entitled to make the subsequent performance owed dependent on the customer paying the remuneration due. However, the customer shall be entitled to retain a part of the remuneration which is reasonable in relation to the defect.
- 5 The customer shall give IAMT the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected object of delivery or service for inspection purposes. In case of a replacement delivery or service, the customer shall return the defective object of delivery or service to IAMT in accordance with the statutory provisions. The subsequent performance shall neither include the removal of the defective object of delivery or service nor its re-installation if IAMT was not originally obliged to install it.
- 6 IAMT shall bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs (not: removal and installation costs), if a defect actually exists. Otherwise, IAMT may demand reimbursement from the customer for the costs incurred due to the unjustified request for rectification of the defect (in particular inspection, transport, travel, labor and material, removal and installation costs), unless the lack of defectiveness was not apparent for the customer.
- 7 In case of defects of components of other manufacturers and suppliers, which IAMT cannot remedy for licensing or factual reasons, IAMT shall at its option assert its warranty claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. Warranty claims against IAMT shall exist in case of such defects under the other conditions and in accordance with the provisions of these GTC only if the legal enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the limitation period of the relevant warranty claims of the customer against IAMT shall be suspended.
- 8 The warranty shall not apply if the customer modifies the object of delivery or service or has it modified by a third party without the consent of IAMT and if the elimination of the defect becomes impossible or unreasonably difficult as a result. In any case, the customer shall bear the additional costs for the removal of defects resulting from the modification.
- 9 The warranty does not cover defects of the object of delivery or service that arise due to faulty installation or use, misuse, negligence or other reasons. The same applies if the defect of the object of delivery or service is due to a description or specification of the customer. Also excluded from the warranty are parts, material or other items manufactured by or on behalf of the customer, unless the manufacturer of such parts, material or other items accepts responsibility towards IAMT.
- 10 Any delivery of used items agreed with the customer in individual cases shall be made to the exclusion of any warranty for material defects.
- 11 With respect to research and development services, IAMT warrants the application of scientific care and compliance with the generally accepted rules of technology at the time of the provision of service, but not the actual achievement of the objective of the research and development services. IAMT does not guarantee the usability of the results resulting from the research and development services.

**§ 11**

**Property rights**

- 1 Claims of the customer against IAMT due to infringement of industrial property rights or copyrights of third parties (**property rights**) shall be excluded, insofar the infringement of property rights is caused by special specifications, instructions, supplies or designs of the customer, by an application not foreseeable by IAMT or by the fact that the deliveries or services are modified by the customer or used together with deliveries not performed by IAMT or with services not provided by IAMT. The customer shall be responsible for carrying out researches with regard to property rights insofar they concern supplies or designs of the customer or if the customer has given special specifications or instructions.
- 2 If the requirements of § 11 para. 1 do not exist, IAMT shall be obliged to perform the delivery or provide the service free of property rights in Germany as well as in the European Union. In the event that an object of delivery or service infringes the aforementioned property rights of a third party, IAMT shall, at its option and expense, modify or replace the object of delivery or service in such a way that the rights of a third party are no longer infringed, but the object of delivery or service continues to fulfill the contractually agreed functions, or procure the right of use for the customer by concluding a license agreement. If IAMT does not succeed in doing so within a reasonable period of time, the customer shall be entitled to withdraw from the contract or to reduce the agreed remuneration appropriately. Any claims for damages of the customer shall be subject to the limitations of § 12. The aforementioned provisions shall not apply if the infringement of property rights is due to the customer's provision of supplies or designs or due to special specifications or instructions of the customer. In this case, the customer shall decide whether the right of use is to be procured by concluding a license agreement or whether the work is to be continued, insofar as this is possible, in a form that excludes an infringement of the property rights. In this case, the customer shall bear any additional costs resulting from this.
- 3 In case of infringements of property rights by components of other manufacturers and suppliers delivered by IAMT, IAMT shall, at its option, assert its claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. In these cases, claims against IAMT shall only exist in accordance with this § 11 if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers was unsuccessful or is futile, for example due to insolvency.

**§ 12**

**Liability for damages due to fault**

- 1 IAMT's liability for damages, irrespective of the legal reasons, in particular due to impossibility, default, defective or incorrect delivery or service, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with the provisions of this § 12, insofar as fault is relevant in each case.
- 2 IAMT shall not be liable in case of simple negligence of its organs, legal representatives, employees, agents or other vicarious agents, as far as it does not concern a breach of material contractual obligations. Material contractual obligations are the obligation to perform the delivery or provide the service in due time, the freedom of the object of delivery or service from defects of title (taking into account § 11) as well as such material defects which impair its functionality or usability more than insignificantly, as well as consulting, protection and care obligations which are intended to enable the customer to use the object of delivery or service in accordance with the contract or which are intended to protect the life and body of the customer's personnel or to protect the customer's property from significant damage.
- 3 As far as IAMT is liable for damages according to § 12 para. 2, this liability shall be limited to damages which IAMT foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which IAMT should have foreseen by exercising due care. Indirect damages and consequential damages, which are the consequence of defects of the object of delivery or service, are furthermore only compensable, as far as such damages are typically to be expected when the object of delivery or service is used for its intended purpose.
- 4 In case of liability for simple negligence, IAMT's liability to pay compensation for property damage and resulting further financial losses shall be limited to an amount of EUR 5,000,000.00 per damage event (corresponding to the current coverage amount of its liability insurance), even if it concerns a breach of material contractual obligations.
- 5 The aforementioned exclusions and limitations of liability shall apply to the same extent in favor of IAMT's organs, legal representatives, employees, agents and other vicarious agents.
- 6 Insofar as IAMT provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of delivery or service owed by it, this shall be done free of charge and to the exclusion of any liability.
- 7 The limitations of this § 12 shall not apply to IAMT's liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

**§ 13**

**Final provisions**

- 1 IAMT shall be entitled to engage subcontractors to perform the deliveries and provide the services.
- 2 Telecommunication, in particular by fax or e-mail, shall be sufficient to comply with the written form requirement under these GTC, provided that a copy of the signed declaration is transmitted.

- 3 The place of jurisdiction for any disputes arising from the business relationship between IAMT and the customer shall be, at the option of IAMT, the registered office of the respective company of the IAMT group according to § 1 para. 1 or the registered office of the customer. However, in these cases the seat of the respective company of the IAMT group according to § 1 para. 1 shall be the exclusive place of jurisdiction for legal actions against IAMT. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- 4 The relations between IAMT and the customer shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).
- 5 Insofar as the contract or these GTC contain loopholes, the legally effective provisions which the parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTC if they had been aware of the loophole, shall be deemed to have been agreed in order to fill these loopholes.