

General Conditions for Services Abroad

General Conditions for Services Abroad

1. General

1.1 All activities of ITS personnel – hereinafter called “the Supplier” – abroad for planning, erection, commissioning, repair, maintenance, inspection and the like – termed “services” in the following text – are governed solely by the following Conditions, including the Annexe, unless otherwise stated in the offer or in the confirmation of the order. Any amendments or supplements to the terms by the Purchaser as well as collateral agreements are binding only, if confirmed in writing by the Supplier.

1.2 All provisions not covered by these Conditions, such as object, location and timing of the services, number of staff and details of the mode of payment shall form the subject of a separate agreement.

1.3 Offers expire 45 days after the date of the offer.

1.4 Offers are valid for the country in which the Enquirer or Purchaser is domiciled.

2. Obligations of the Supplier

The Supplier will render the contractual services with care and in due time and will employ qualified personnel for this purpose.

The Supplier's personnel shall carry out only the works agreed upon under the Contract. Should the Purchaser utilize the services of the Supplier's personnel for works outside the scope of the contractual obligations, such services will be charged for in accordance with para. 6.1.5.

3. Technical documents

Unless otherwise agreed upon, the Supplier will retain the exclusive ownership and copyrights in respect of all drawings and technical documents. The aforementioned drawings and documents may not be copied or duplicated or made available to third parties without the Supplier's express consent. The drawings and documents may be used only in connection with the rendering of the Supplier's services on the basis of these Conditions and shall be returned to the Supplier on request.

4. Obligations of the Purchaser to cooperate

Before arrival the Supplier's personnel, the Purchaser shall at his own expense make all the arrangements necessary on his part to ensure that the work can commence at the agreed date and can be carried out without hindrance or interruption.

The Purchaser shall fulfil the following obligations:

4.1 Technical services

4.1.1 Upon request of the Supplier's Representative, the Purchaser shall provide at his own expense the skilled labour suited for the execution of the works. Such as crane drivers, bricklayers, carpenters, joiners, blacksmiths, fitters, painters, etc., as well as unskilled labour, with the tools required by them in the requisite numbers and for the requisite period.

Such labour shall be selected in agreement with the Supplier's Representative and shall work in compliance with the instructions of the Supplier's personnel, although remaining employees of the Purchaser under his supervision and responsibility. If necessary, the Purchaser will make available the services of a competent interpreter.

Unqualified labour may be rejected by the Supplier and is to be replaced at the Purchaser's expense.

4.1.2 Excavation and concreting work, masonry, plastering, carpentry, roofing, sheet-metal work and other preparatory works must have been completed by the Purchaser in time before commencement of work by the Supplier. Concrete work and masonry must have set and dried; foundation walls and backfills must have settled. Should deviations from the original plans become necessary during construction of the foundations by the Purchaser, the Supplier must be informed of this immediately.

4.1.3 If required, the Purchaser shall provide adequate and suitable means for the transportation of working personnel and of tools, equipment and materials.

4.1.4 In the case of indoor work, the doors and windows must be in place and any wall openings required to bring in the parts for erection must have been provided. The rooms must be lockable. The execution of the work without hindrance requires that all working rooms be roofed over and in such a state that staying therein is not injurious to health and does not impair the condition of the material. In particular, concrete forms and building rubble must have been removed.

4.1.5 The Purchaser shall ensure that the necessary railings, covers and other safety devices are fitted in time before commencement of work and are continuously checked and kept in order.

The Purchaser shall further provide at his own expense adequate security measures for the erection site, including the protection of office, storage, working and day rooms, as well as the erection materials, the erection tools and the personal property of the personnel against theft, damage, destruction and other deleterious influences.

4.1.6 The Purchaser shall indicate to the Supplier the location of concealed high-voltage cables, gas, water or similar mains and shall furnish the technical information required.

4.1.7 The Purchaser shall provide the necessary devices, implements and auxiliary means, in particular the tools for the assistant personnel and hoisting gear of sufficient capacity (including operating staff), cordage, scaffolding, work benches with vices, forges, welding equipment, etc., as well as cleaning, packing and lubricating materials, foundation and grouting materials for machines as well as heating, water and electricity connections and supply lines in sufficient quantity in the immediate proximity of the site and with suitable voltage, as well as welding gas, steam and other working requirements, in so far as these are not to be provided by the Supplier under the terms of the Contract.

The equipment made available must be in perfect condition. The Supplier's personnel are instructed to use only machines and equipment which are in perfect conditions and suited for the purpose in question.

4.1.8 All parts to be mounted and all materials required for the work, whether provided by the Supplier or procured by the Purchaser or by any third party are to be available on the site or in its immediate proximity at the commencement of work. The building ground must have been levelled before commencement of work and suitable access routes prepared for the transport

General Conditions for Services Abroad

- of the required loads. The Purchaser shall further provide for adequate lighting of the building site.
- 4.1.9 The Purchaser is responsible for the storage of all parts delivered, materials etc., as far as possible, in a dry, closed and lockable room on the site or in its immediate vicinity. Prior to commencement of work, the parts and materials delivered must be checked by the Purchaser in the presence of the Supplier's staff to make sure that they are complete and undamaged. Materials lost or damaged during storage shall be replaced or repaired at the expense of the Purchaser.
- 4.1.10 The final paint finish of the parts supplied and any eventual touching up of the paintwork shall be carried out by the Purchaser.
- 4.1.11 The Purchaser shall ensure that the necessary permits for the import and export of tools, equipment and materials are granted to the Supplier.
- 4.2 Performance for the Supplier's personnel**
- 4.2.1 The Purchaser shall procure, at his own expense, all necessary entry, residence and working permits and any further official permits. He shall inform the Supplier's personnel in time of all obligations (registration, etc.) toward the local authorities and assist them in their dealings with such authorities and with the procurement of the necessary documents.
- 4.2.2 If it is agreed with the Purchaser that he is to grant the Supplier's personnel free board and/or free lodging, this is subject to the provision that:
- the food provided free of charge is wholesome, palatable and sufficient in quantity, in the case of free lodging being granted, hotel accommodation or comparable lodgings are available. Should this not be possible, special agreements will have to be made. In tropical regions the Purchaser will make available one air conditioner per bedroom and one refrigerator for each apartment or house.
- 4.2.3 The Purchaser has to provide in time, in the vicinity of the site, suitable dayrooms and workshop rooms for the Supplier's personnel. The rooms are to be provided with lighting, running water and clean toilets and be suited to the climatic conditions. They must be lockable and heated if necessary and not be accessible to unauthorized persons.
- 4.2.4 The Purchaser is further responsible for the provision of any protective clothing which is required for the work due to peculiar circumstances and which is usually not provided by the Supplier.
- In the vicinity of the site the Purchaser shall set up a first aid station equipped for treatment in case of accidents. Moreover, he shall make available suitable means of transport for immediate transfer to a hospital.
- 4.3 Infringement of the obligations to co-operate**
- Should the Purchaser fail to perform the obligations required of him in time or to an adequate extent, the Supplier is then entitled, after unsuccessful notice, to perform the requisite performances himself at the expense of the Purchaser or to have them performed by third parties. Para. 11.2 shall also apply in this event.
- 5. Execution of works**
- 5.1 Supervision of work**
- The Representative of the Supplier shall be responsible for giving all necessary instructions for the execution of the work.
- 5.2 Change of the Suppliers personnel**
- During the execution of the work, the Supplier is entitled to replace the personnel delegated by him at his expense by other equally qualified personnel.
- 5.3 Working hours**
- 5.3.1 The normal working hours are 37 hours per week. Wherever, for reasons for which the Supplier is not responsible, shorter working hours have to be observed, the normal working hours will be charged.
- If necessary for timely execution of the works, the personnel delegated by the Supplier may also work overtime in as far as local conditions and climate permit. Overtime should, however, not exceed two hours per working day as general rule.
- Regarding the worktime schedule, the Supplier's personnel will be guided by the operational conditions at the Purchaser's premises and by the climatic conditions of the country. The normal working hours should, however, be between 6.00 a.m. and 8.00 p.m.
- 5.3.2 Hours worked between midnight and midnight to Sundays or German official holidays will be considered as Sunday or holiday work. The Supplier's personnel are instructed to work on Sundays or holidays in urgent cases only and, in principle, with the express consent of the Purchaser only.
- The following are considered as German holidays: New Year's Day, Good Friday, Easter Sunday and Monday, the 1st of May, Ascension Day, Whit Sunday (Pentecost) and Monday, Corpus Christi, the 17th of June, the Day of Repentance, Christmas Day and Boxing Day, in so far as these are holidays according to the holidays laws valid at the home factory.
- Should local conditions require a departure from the above mentioned provisions, German holidays may be replaced by local holidays. It should, however, be a rule that the total number of holidays remains the same and that the following holidays may not be exchanged for local holidays: New Year's Day, Good Friday, Easter Sunday and Monday, the 1st of May and Whit Sunday and Monday, Christmas Day and Boxing Day. Should the weekly holiday in the country in question not fall on a Sunday, but on another day of the week, work on this day will then be paid at extra rates, whereas Sunday work will not be paid extra.
- 5.4 Unfavourable conditions**
- If the work is performed under unfavourable conditions, the Supplier will charge additional rates in accordance with para. 4 of the Annex to these Conditions. Unfavourable working conditions include, among others, considerable differences in temperature as compared with normal central European conditions, work under the unusually strong influence of dust, dirt, gas, smoke or noise, of highly variable weather conditions and work on sites made exceptionally dangerous due to natural or other circumstances.

General Conditions for Services Abroad

5.5 Prevention of accidents

The Purchaser shall take those measures prescribed by law and any other measures necessary for the prevention of accidents at site. He shall inform the Supplier's personnel in writing of the valid safety precautions. The Supplier's personnel are furthermore bound to observe the accident prevention regulations of the relevant German Trade Associations.

The Purchaser shall ensure that the persons responsible for safety matters are known on site. The Supplier's personnel may not be induced to violate the valid safety regulations. The Supplier is entitled to refuse services if safety is not guaranteed.

5.6 Force majeure and impossibility

If, in consequence of force majeure or other events and measures beyond Supplier's control, it should become evident that the results of the work envisaged upon conclusion of the Contract can no longer be achieved, or should it be necessary to cease work, the Supplier is entitled to rescind the Contract. In this case the Supplier is entitled to claim from the Purchaser for the period up to the cessation of the works all the costs incurred according to para. 6, including the expenses for the return journey of the personnel.

Cases of force majeure are in particular fire, war or warlike acts, riots, insurrections, mobilisation, floods, earthquakes and other natural disasters, epidemics, quarantine measures, strikes, lockouts, requisitioning, restriction of foreign currency transfer, transport restrictions and restrictions in the issue of permits for the personnel; or for the importation and exportation of tools, equipment and materials.

Should the rendering of the contractual services become wholly or partially impossible for reasons which are the responsibility of the Supplier, the Purchaser shall be entitled to rescind the Contract to the relevant extent or to claim damages. The damages are limited to 5 % of the agreed price for the services not rendered due to the impossibility of so doing. The foregoing limitation of liability does not apply in cases where the impossibility is due to malice aforethought or gross negligence on the part of the Supplier.

6. Prices and invoicing

6.1 The services of the Supplier are invoiced according to contractual agreement either at flat rates, according to time and expenditure or on a unit price basis. Unless otherwise agreed upon, invoicing will be according to time and expenditure. The following general conditions are valid for all methods of invoicing.

6.1.1 Unless otherwise agreed upon, commissioning will be accounted for separately.

6.1.2 Should the Supplier's services or the acceptance by the Purchaser in his own works be delayed for reasons beyond the control of the Supplier, all the extra costs incurred therefore will be charged to the Purchaser.

6.1.3 Payments by the Purchaser to the Supplier's personnel shall not have the effect of releasing him from his monetary obligations vis à vis the Supplier. Exceptions to this rule are subject to special agreement.

6.1.4 Mutual supplies and services on the erection site are to be receipted by the recipient (Representative of the Supplier or the Purchaser).

6.1.5 Should the Supplier, upon request of the Purchaser carry out any works not provided for in the Contract, such works shall be charged for according to time and expenditure.

6.1.6 Should the Supplier, for reasons beyond his control, be compelled to carry out works at times or under conditions which deviate from the working conditions provided for in the Contract and which involve extra expenditure, the Purchaser shall pay the relevant extra price if he has been informed by the Supplier in time about the altered working conditions.

6.1.7 The Purchaser shall certify the working hours spent by the Supplier's personnel on the work sheets submitted to him. If the Purchaser fails to issue the confirmation in time, the time sheets of the Supplier's personnel shall serve as basis for invoicing.

6.1.8 In the case of fluctuations in the rates of exchange, the Supplier is entitled to claim that the original rate which served as the basis for the prices quoted by him should remain valid.

6.2 Services according to time and expenditure

The following services of the Supplier will be calculated in accordance with the rates of the offer and the order confirmation.

6.2.1 Personnel expenses

The following will be charged:

- for work in normal working hours the rates according to para. 2 of the Annex;
- for hours worked in excess of the normal working hours, as also for night work and work on Sundays and holidays the overtime rates according to para. 3 of the Annex;
- for work under unfavourable working conditions (see para. 5.4) the additional rates according to para. 4 of the Annex.
- for travel, transfer, preparation, down and standby times the rates as per para. 6 of the Annex.

The rates charged are based on the wages and salaries valid in the Federal Republic of Germany, including Berlin (West), at the time of placing the order or, if no offer has been placed, at the time of conclusion of the Contract. Should these rates change prior to the termination of services, the Supplier reserves the right to adjust the price rates from the date of alteration onwards.

6.2.2 Travelling expenses and incidental travelling expenses

The following travelling expenses will be charged to the Purchaser: fees for passports and visas, special medical examination for tropics before departure and on return, including inoculation, contributions for the costs of equipment for extreme climatic conditions, besides expenses for the conveyance of luggage from residence in Germany to site and back, expenses for business trips necessary for the fulfilment of the Contract, including those in the country where the work is performed, daily allowances for outward and return journey and business trips according to para. 5 of the Annex, as well as all postage, telegram and telephone expenses incurred for business reasons. The procurement of air tickets, sea and rail tickets as well as the choice of the means of transport are left to the discretion of the Supplier.

General Conditions for Services Abroad

6.2.3 Costs during stay

To cover the personal expenditure for board and lodging and incidental living expenses during the stay at the erection site, the Purchaser shall pay the daily allowance according to para. 5 of the Annex for each calendar day commenced.

The daily allowance is also payable for the duration of any period of incapacity to work caused by illness or accident.

Should the Purchaser in accordance with para. 4.2.2 provide suitable accommodation and/or free board at the working site at his own expense, the daily allowance will be reduced by mutual arrangement. The same applies in case of hospitalisation.

Unless otherwise agreed upon, the Purchaser shall always pay the daily allowance for 14 days in advance. In all cases of justified absence, the Purchaser shall be responsible for retaining the accommodation and for paying other fixed costs.

The expenses for the necessary utilisation of suitable means of transport shall be refunded by the Purchaser unless such means of transport are provided free of charge.

The Supplier reserves the right to alter the daily allowances if the costs for board and lodging or incidental living expenses should increase in the country concerned prior to the commencement of or during the execution of the works.

6.2.4 Homeward journeys on leave

In case of prolonged stay by the Supplier's personnel at the working site, the Purchaser shall take over the costs for paid supplementary leave and paid journeys home in accordance with the offer or the order confirmation.

6.2.5 Costs of tools and instruments

The standard tools or outdoor equipment required to carry out the works will be provided by the Supplier. Any special or large tools required in excess of standard requirements, as well as special measuring instruments, will be made available by the Supplier at a reasonable rate of hire in accordance with para. 7 of the Annex. The costs of dispatch ex works and return, including insurance and customs duty for all tools and measuring instruments will be charged to the Purchaser separately.

6.2.6 Expendable materials and small stores

Expendable materials and small stores will be provided by the Purchaser. In so far as the Supplier provides expendable materials and small stores, these will be charged according to actual expenditure at the Supplier's prices and delivery terms valid at that time.

6.3 Services at flat rates

6.3.1 The flat rate covers the agreed services under the working conditions and other circumstances made known to the Supplier upon conclusion of the Contract. Unless otherwise agreed upon, it is based on the normal working hours valid for the Supplier.

6.3.2 Additional expenditure incurred by the Supplier due to circumstances beyond his control, such as subsequent alteration of the subject or scope of the agreed services, standby times, night work, etc. shall be borne by the Purchaser. Invoicing will be made in accordance with para. 6.2

6.4 Services on a unit price basis

Invoicing shall be effected at the rates laid down for the price basis unit. Additional expenditure incurred by the Supplier due to circumstances beyond his control, such as subsequent alteration of the subject or scope of the agreed services, standby times, night work, etc. shall be borne by the Purchaser. Invoicing will be made in accordance with para. 6.2.

7. Other performances of the Purchaser

7.1 Insurance

The Supplier will take out for account of the Purchaser policies for accident and health insurance and luggage insurance for the personnel delegated by the Supplier for the duration of their absence from the Federal Republic of Germany.

7.2 Illness

In the case of accidents or illness the Purchaser shall provide the necessary assistance. In so far as reimbursement does not take place on the basis of international agreements covering health insurance, or on the basis of a health insurance policy, the Purchaser shall bear the costs for efficient medical treatment with free choice of doctor for the patient, including all medicine, the costs of transfer to a hospital and treatment as an in-patient there. Should the illness be expected to last longer than four weeks, the Purchaser shall arrange at his expense for the patient to be sent home, unless there are medical objections. In such a case the Supplier, if necessary, will delegate a substitute at the Purchaser's expense.

Should a member of the Supplier's staff delegated abroad die during his stay abroad, the Purchaser shall arrange, at his expense, for the remains to be transported to the Federal Republic of Germany. In such cases the Purchaser acts as Representative in dealing with the authorities and complying with the necessary formalities.

7.3 Taxes and duties

The Purchaser shall be responsible for the payment of all taxes, fees and other dues resulting from the Contract which are payable outside the Federal Republic of Germany. This also applies in cases in which the daily allowances payable to the Supplier's personnel and the rates of charges payable to the Supplier are subject to taxation.

8. Transfer of risk

8.1 In so far as no special agreement is made, the risk of the accidental destruction or deterioration of the services as a whole or of self-contained parts is transferred to the Purchaser as soon as the Supplier notifies the Purchaser of their termination. If a trial run is agreed upon, the transfer of risk shall take place upon the successful conclusion of this trial run.

8.2 Objects and materials made available by the Purchaser will be taken in charge by the Supplier in accordance with the scope of the agreements made. The risk of accidental destruction or deterioration of these objects and materials shall remain with the Purchaser; for damage to these objects and materials for which the Supplier is responsible, para. 13 shall apply.

8.3 Should the services or the trial run be interrupted, stopped or delayed for reasons beyond Supplier's control, then the risk of accidental destruction or accidental deterioration of the services already

General Conditions for Services Abroad

- rendered shall be transferred to the Purchaser during the period of interruption, stoppage or delay.
- 9. Acceptance**
- 9.1 Acceptance shall take place only if this is agreed upon in writing. If acceptance is agreed, the Supplier shall notify the Purchaser in writing the readiness for acceptance. The acceptance shall then take place within a period of seven days. It must not be refused by reason of defects which impair the functional capability either immaterially or not at all.
- 9.2 Should, for reasons beyond Supplier's control, the acceptance not take place within a period of fourteen days after notification of readiness for acceptance, then the acceptance shall be deemed to have taken place upon expiry of this period.
- 9.3 The acceptance shall be deemed to have taken place in all cases as soon as the Purchaser has put to use the object on which the services have been rendered.
- 9.4 The costs for the acceptance shall be borne by the Purchaser.
- 9.5 Defects in services which are ascertained in the course of acceptance shall be remedied by the Supplier without delay.
- 10. Terms of payment**
- 10.1 Unless otherwise agreed upon, the costs accruing for services shall be invoiced at the end of each month. The invoices are payable forthwith in net cash in the currency laid down in the Contract. The method of effecting payment will be fixed individually. All payments are to be effected in accordance with the agreements made without any deduction free to the office of payment appointed by the Supplier. Payment terms are considered as adhered to if the Supplier can dispose of the amounts within the terms agreed.
- 10.2 If a transfer of payments from the country from which payment has to be made should not be possible on the due date, the Purchaser shall nevertheless pay the equivalent of the amount owed into a bank in the said country at the exclusive disposal of the Supplier within the stipulated time. In the case of deterioration in the rate of exchange for amounts paid in a currency not agreed upon, the Purchaser shall make good such deficiencies by additional payment.
- 10.3 Should the services of the Supplier be delayed without fault on his part payments are to be made as if no delay had occurred.
- 10.4 Should the Purchaser come into default partly or wholly in respect of his financial obligations, he shall, without prejudice to all other rights of the Supplier, pay interest on arrears from that date at a rate of 3,5 % above the Lombard rate of the Deutsche Bundesbank valid at the time, provided that the Supplier does not substantiate higher damages.
- In the case of delayed payment, the Supplier may, without prejudice to any other claim, demand interest on the amount outstanding as from the due date of payment agreed upon and at the annual rate of 3,5 % above the Lombard rate of the Deutsche Bundesbank valid at the time, provided he does not establish more serious damage.
- 10.5 The Purchaser may only set off such claims or assert retention rights in respect of such claims which are undisputed or have been finally decided. The right of retention may only be claimed to a reasonable extent.
- 11. Service time and delay**
- 11.1 Dates for the rendering of the Supplier's services shall only be binding if they have been confirmed by the Supplier in writing.
- 11.2 Adherence to the dates for rendering services is subject to the fulfilment by the Purchaser in time of his obligations according to these Conditions and of the terms of payment agreed upon. The service times shall be reasonable extended if the aforementioned conditions have not been fulfilled in due time. The service times shall likewise be reasonably extended if the information required by the Supplier for the performance of the works does not reach him in due time or if the Purchaser alters it subsequently and thus causes delay of the works.
- The service times are also deemed to be observed, if any minor repairs have to be done and the functional capability is not impaired.
- 11.3 The service time also shall be reasonably extended if the Supplier is prevented from rendering his services in time by circumstances according to para. 5.6.
- 11.4 In the event of the agreed service time or a prolongation thereof according to para. 11.2 or 11.3 being exceeded and if the Purchaser has proved to have suffered damage by reason of the Supplier's default, the Purchaser is entitled to claim a compensation amounting to 0,5 % for each complete week of delay up to the total amount of 5 % of the value of that part of the services not completed at the due date.
- This does not prejudice the right of the Purchaser to rescission after the fruitless expiry of a reasonable extension of time allowed to the Supplier. Any other compensation claims of the Purchaser in all cases of delayed services are excluded, even after the expiry of an extension of time allowed to the Supplier. This does not apply if compulsory liability is prescribed for legal reasons in cases of malice aforethought or gross negligence.
- 11.5 The Purchaser shall bear any additional costs resulting from interruption or delay caused by him in the work to be performed by the Supplier.
- 12. Warranty**
- 12.1 The Supplier warrants the proper performance of the services in the form of repairs, maintenance and inspections for a period of three months and with other services for a period of six months from the date of transfer of risk.
- 12.2 Defaults in services are to be made known to the Supplier in writing immediately after they have become obvious. The Purchaser shall allow the Supplier the time and opportunity necessary in the Supplier's fair opinion to remedy the defects, otherwise the Supplier is released from his obligation to remedy such defects.
- 12.3 Defects in work ascertained during the warranty period shall be remedied free of charge. In case the defects are not remedied within a reasonable time or if the repairs fail to remedy the defects, the Purchaser is

General Conditions for Services Abroad

- entitled to claim the right of abatement (reduction of purchase price): Should the Purchaser and the Supplier fail to reach an agreement upon the abatement, the Purchaser may order the repairs by a third party at the Supplier's expense.
- 12.4 The warranty does not extend to the quality and suitability of objects and materials provided by the Purchaser nor to the services of the Supplier's personnel which are not contractually agreed upon. Furthermore, the warranty does not apply to defects which occurred due to the intervention of the Purchaser or of third parties. The Supplier is only liable for faulty works performed by personnel delegated by the Purchaser if it can be proved to be due to incorrect instructions by him or to negligence of his supervisory duty.
- 12.5 The warranty does not extend to natural wear and tear nor to damage occurring after the transfer of risk due to improper or unsuitable handling, excessive stressing, unsuitable operating material, faulty construction work, unsuitable foundations and chemical, electrochemical or electrical influences of a nature not provided for in the Contract. Any modifications or repairs done improperly by the Purchaser or any third party or the breakage of seals will invalidate the warranty and the liability of the Supplier for any effects resulting there from.
- 12.6 Further claims of the Purchaser on the Supplier by reason of defaults in services are excluded, in particular claims for liability for damages not occurring on the object of the services itself and liability for consequential damages such as loss or production, loss of utilisation and loss of profit. This does not apply if compulsory liability is prescribed for legal reasons in cases of malice aforethought, gross negligence or the absence of promised characteristics. Claims by the Purchaser for damages to the object of the services performed are governed by para. 13 of these conditions.
- 13. Liability**
The liability of the part of the Supplier, his employees and all other persons appointed by the Supplier in connection with the execution of the contract for damage or injury to persons and property, negligence in the conclusion of the contract or culpable breach of contract is governed by statutory provisions; the liability is, however, limited to € 260.000,- for each case of material property damage and a total of € 550.000,-. Any other or further liability in particular for financial damages is excluded. This does not apply if compulsory liability is prescribed for legal reasons in cases of malice aforethought or gross negligence on the part of the Supplier, his employees and all other persons appointed by the Supplier in connection with the execution of the contract.
- 14. Final provisions**
- 14.1 Any agreements, irrespective of whether they are entered into at the conclusion of the contract or after, must be writing. Verbal statements of the Supplier's personnel are binding only if confirmed in writing by the Supplier.
- 14.2 All contractual relations shall be governed by the Law of the Federal Republic of Germany with the exception of the application of the Hague Conventions of 01.07.1964 relating to Uniform Laws concerning the International Sale of Goods.
- 14.3 The sole place of jurisdiction for any disputes directly or indirectly arising from the contract shall be Frankfurt am Main, if the Purchaser is a registered trader or company. The Supplier shall, however, also be entitled to bring an action at the place of the registered office of the Purchaser.
- 14.4 Even in the event of individual clauses of the contract being invalid, its remaining parts shall continue to be binding. Should any clause be invalid wholly or in part, the contracting parties will endeavour without delay to attain the economic result aimed at by the invalid clause in another legally admissible manner.
- 14.5 The foregoing provisions are applicable to services performed abroad. Deliveries abroad shall be governed by the IST GmbH "Terms for Deliveries Abroad" in the version valid at the time in question.