



## **Terms and Conditions for**

### **Delivery, Assembly and Problem Solutions**

**for the AMA-Group GmbH, AMA Systems GmbH and AMA Automation, altogether named "AMA"**

#### **Preamble**

**(1)** For contracts between AMA and purchaser the following general terms and conditions which may be completed by special written conditions for single deliveries and performances apply. This applies also for future contracts with the purchaser without explicit reference to the available general terms and conditions.

**(2)** Contract terms of the purchaser do not apply to these terms and conditions, except AMA explicitly recognizes them in written form. AMA contradicts to their appliance also for future contracts.

#### **§ 1 Performance, Place of Performance**

**(1)** AMA only owes the performances defined in the respective contract and the enclosures with the purchaser. AMA provides these performances at the place stated in the named contract plus enclosures. The regulations of § 6 of these terms and conditions remain unaffected.

**(2)** If AMA owes assemblies, also only the performance definitions according to passage 1 apply. Especially, no legally binding declarations referring to performance contents or modifications can be given or taken by qualified employees of AMA or companies charged.

**(3)** The instruction and training of the employees of the purchaser does not belong to assemblies in the meaning of passage 2; these require an additional arrangement with AMA.



(4) If application elaborations or software licensing is owed by AMA, related implementing expenditures under reserve of explicit regulations in the belonging customer required specification do not belong to AMA's scope of services.

(5) The regulations of passage 4 apply for training and possible production attendance by AMA respectively.

## **§ 2 Performance modifications**

(1) AMA reserves the right to the following, in reasonable scope for the purchaser:

- to modify and improve products in the process of continuous product development
- to differ from colours, forms, design, measurements, weights or quantities
- to effect customary changes, which for example may be caused by the materials used.

If the purchaser considers the effected changes unreasonable, he immediately advises AMA. The parties oblige in this case to aim for an amicable solution.

(2) If the purchaser desires technical additions after completion of the contract, they only apply if added to the customer required specification. The effectually acceptance implies the written consent of both parties.

(3) AMA corresponds to requests for changes of the purchaser regarding the object of the contract after completion of the contract within the scope of its ability of performance. If the analysis of the possibilities of change or the actual accomplishment of the changes affect the contract (e.g. commission, short dates, acceptance modalities, etc.), the parties instantly adapt the contract accordingly.

(4) If three employees of AMA cannot be employed otherwise, caused by the analysis and / or adaptation of the contract, AMA is entitled to require an additional reasonable payment of the purchaser according to the hourly rates of the employees.



### § 3 Assistance duties of the purchaser

(1) The purchaser assists AMA at his expense with the activities necessary for the performance. Especially, he completes within his company the organizational, personal and technical preconditions. This includes for example the solicitation of official authorizations, provision of the necessary working appliances and to provide access to the site to the customary working hours as well as the naming of competent contact persons. The purchaser explicitly points out regulations which AMA has to obey on site.

(2) If not defined otherwise in the customer required specification of the contract, furthermore the provision of machines, devices, programmes and programme parts, which are to coact with the contract-software, belong to the assistance duties in the meaning of passage 1. To assist the implementation and for reason of future remote diagnoses etc., the purchaser provides the arrangement of a remote connection of his device. The technical requirements thereof are stated in the contract by both parties.

(3) If assemblies are object of agreement, the purchaser is especially obliged to the following technical support:

- Provision of the necessary suitable assistants for the assembly and for the necessary time.  
The assistants have to obey to the instructions of the assembly manager.
- Provision of all construction-, concrete- and framework operations including provision of the necessary materials.
- Provision of the required appliances and heavy tools, e.g. cranes, lifting gears, wedges, etc. as well as the required objects in the reasonable scope of assemblies.
- Provision of heating, illumination, water, including the required connections.
- Provision of necessary dry and closable rooms for the storage of tools of the assembly personnel.
- Protection of the place of assembly, the delivered machines, machine parts as well as materials from bad influences of all types, e.g. wetness, dust and dirt, cleaning of assembly place.
- Provision of suitable theft-proof common rooms and workrooms for the assembly personnel (with heating, illumination, sanitary equipment) and First Aid for the assembly personnel.
- Provision of materials and further actions, if necessary for implementation of the object of the contract and for the accomplishment of a check provided in the contract and which are not to be fulfilled by AMA.



The technical support of the purchaser must guarantee that the assembly can start immediately on arrival of the assembly personnel and be carried out without delay until inspection of the purchaser. If special plans or instructions are to be provided by AMA, they will reach the purchaser in time.

(4) In cases of passage 3, the purchaser has to take the necessary arrangements for protection of personnel and objects at the place of assembly. He also has to inform the assembly manager of AMA about existing special measures to take. He also has to inform AMA's assembly manager regarding special security regulations and potential dangers in written form, as far as these apply to the personnel. He immediately informs AMA about violations of such security regulations. In case of heavy violations the purchaser can refuse access to the respective site.

(5) The regulations above apply for implementations respectively.

#### **§ 4 Violation of assistance duties**

(1) If the purchaser offends his duties stated in § 3, AMA is entitled, after corresponding announcement fixing a reasonable time to carry out the duties of the purchaser itself on the purchaser's expense or to entitle a third party to carry out these duties.

(2) Further contractual or legal claims of AMA from the violation against the assistance duties remain unaffected.

#### **§ 5 Delivery- and performance periods, delay**

(1) If delivery- and performance periods are not stated explicitly binding, indicated dates are non-binding.

(2) Dates agreed upon as binding are only valid if explicitly stated as fix dates.



**(3)** Delivery periods count as observed, if the goods have left AMA's site at the time agreed upon or if the purchaser has been informed about the readiness for dispatch.

**(4)** Completion dates count as observed, if at the time agreed upon the goods after assembly, and in the case of a provided check for inspection, are ready for acceptance.

**(5)** The compliance of delivery- and completion dates implies the receipt of agreed deposits, if required the opening of letters of credit, furthermore the completion in time of all assistance duties of the purchaser according to § 3, especially the existence of the necessary import licences or other official authorizations and the clarification of all technical details in advance.

**(6)** AMA is entitled to part-deliveries and –performances. The payment duty of the purchaser corresponding § 8 remains unaffected.

**(7)** Upon delay in delivery and performance of AMA the purchaser is entitled to receive a compensation of max. 20 % of the invoice value of the delivery or performance effected, except if the delay was caused very carelessly or upon intent by AMA.

**(8)** AMA is not responsible for delays in delivery or performance or performance caused by circumstances beyond control in the meaning of § 15 passage 4.

**(9)** The regulation of passage 8 also applies, if AMA, at the entry of the circumstance beyond control is already in default, provided that it is caused only by minor carelessness of AMA.

**(10)** In the cases of passage 8 AMA is entitled to postpone the delivery or performance for the duration of the hold-up plus a reasonable starting time.

**(11)** In case a delay according to passage 8 leads to an unacceptable complication regarding delivery or performance for AMA, AMA can withdraw from the contract.



(12) A hold-up corresponding passage 8 for more than 3 months entitles the purchaser to withdraw from the contract after setting a reasonable period.

(13) Upon delay in delivery or performance partly caused by AMA or impossibility of performance partly caused by AMA, the purchaser can only withdraw from the whole contract or claim damages because of nonfulfillment of the total obligation, if his interest in the part-delivery or performance is dropped verifiably.

#### **§ 6 Transfer of risk, purchaser's delay in acceptance or call**

(1) The risk of casual collapse or of casual deterioration of the object of delivery passes to the purchaser, as soon as it has been given to the institution responsible for dispatch, at the latest, however, when leaving the premises of AMA.

(2) The regulation of passage 1 applies also for deliveries, which AMA carries out by own vehicles or free of charge and packing, as well as in cases, in which AMA owes assembly, installation or similar performances.

(3) Upon delay in acceptance or delay of the delivery caused by the purchaser, the risk of a casual collapse or a casual deterioration of the object of the contract passes to the purchaser at the time he defaults in taking delivery or at the time at which the delivery could have been effected upon dutiful behaviour of the purchaser.

(4) AMA insures against damages of breaking, fire, water, transport and other risks if this is required, at the purchaser's expense. AMA informs the purchaser before conclusion of the insurance contract about its scope of services.

(5) If the purchaser defaults in acceptance or inspection at the place of delivery – also for possible part deliveries – if he does not call the objects of delivery in time or is the delivery delayed otherwise for reasons caused by the purchaser, AMA is entitled to claim the arising additional costs.. AMA is especially entitled to claim immediate payments of the objects affected by the delay in delivery and furthermore to store them upon expense and risk of the purchaser. For own storage counting for each begun month 0,5 % flat of the gross total of the order of the delivered objects can be charged.



**(6)** In case of delay in acceptance or call of the goods of the purchaser, AMA sets a final deadline of 4 weeks informing him about the rights stated in passage 7.

**(7)** After expiry of the deadline set in passage 6, AMA is entitled to take the following steps:

- to dispose otherwise of the goods and to deliver the purchaser with reasonably prolonged period
- or
- to withdraw from the contract or
- to claim damages for non-performance

In the last case, the purchaser pays a compensation of 20% of the gross order total to AMA without verification, except if he proves that the damage of AMA is significantly inferior. AMA reserves the right to claim higher damages.

## **§ 7 Acceptance**

**(1)** If the performance of AMA corresponds to the requirements of the basic contract, the purchaser immediately declares the acceptance thereof in written form.

**(2)** Prior to the acceptance corresponding passage 1 is a functional test. This will be effected immediately by the purchaser upon corresponding request of AMA.

**(3)** Under reserve of explicit other regulations in the customer requirement specification, the following checking procedure is considered as agreed upon:

1. For completion of the application elaboration according to the customer requirement specification, the scope of performance agreed upon in the customer requirement specification is proved. Via acceptance protocol, all characteristics named in the bill of quantity are checked and countersigned by the purchaser.
2. The place of acceptance is, unless otherwise explicitly agreed upon, the place of performance stated in the customer requirement specification.



3. Linkings to third-party systems will be pre-tested simulatively. Tests of data throughput and reaction times will be effected after completion of the implementing works. Should this not be possible in time, then simulation counts as sufficient acceptance criterion.

**(4)** In case the functional test shows deficiencies, the purchaser immediately informs AMA in written and comprehensible form. However, the purchaser may not refuse acceptance for only minor deviations of performance, the deviations will be listed in the acceptance report.

**(5)** The acceptance is considered given, if the purchaser does not accomplish his responsibilities stated in the passages 2 – 4 and if he does not react in a reasonable final deadline for the declaration of acceptance set by AMA. The same applies, if the purchaser is using the performances received by AMA for production.

**(6)** The parties document the final acceptance after completion of acceptance of the object of contract in an acceptance protocol at the purchaser's site according to passage 3.

**(7)** AMA finally updates the documentation belonging to the object of contract after acceptance making it available to the purchaser.

## **§ 8 Remuneration**

**(1)** The prices set by AMA in the order confirmation apply. Possible deviating price indications in AMA's offers are non-binding. Position prices for applications or software licences only apply in connection with the total offer and are not valid as single prices.

**(2)** The prices are under reserve of another explicit regulation ex works plus legal value added tax, freight, packaging, and insurance as well as further additional costs and installation and assembly costs are not included in the prices.



**(3)** If an application elaboration belongs to the scope of performance, the expenditures for implementation regarding this application will be invoiced according to the price list for engineering performances, technical support and individual training in its latest version.

**(4)** If the acceptance is delayed or only possible in sections corresponding to § 7 for reasons, which AMA cannot be made responsible for, the purchaser reimburses the resulting additional expenditures for acceptance according to the pricelist for engineering performances, technical support and individual training in its latest version.

**(5)** If costs of supply or preparation for an implementation of the object of contact at the purchaser's site arise for AMA or if AMA holds personnel on call, the purchaser will make up for AMA's expenditures additionally with 50% of the hourly / daily rates agreed upon. This applies especially for short-dated deviations of the schedule agreed upon. If delays occur until implementation of 4 weeks and more at the purchaser's, he will make up for AMA's resulting additional expenditures for a new training of implementation staff corresponding to passage 4.

**(6)** AMA is entitled to claim reasonable instalments, which are to be paid under reserve of another explicit regulation as follows:

- 50 % of the gross total upon receipt of the order confirmation at the purchaser,
- 40 % of the gross total when the goods are announced ready for dispatch, without this announcement at delivery,
- 10 % of the gross total upon acceptance or implementation of the goods.

**(7)** AMA is entitled to increase prices, if this is justified by the change of price-influencing factors, after the conclusion of the contract. AMA may not be in delay of delivery or performance in this case.

**(8)** If a price increase exceeds the prices agreed upon in the contract for more than 10% corresponding to passage 7, the purchaser is entitled to withdraw from the contract.

**(9)** The right of withdrawal of the purchaser corresponding passage 8 does not apply if the price increases are based on requests of changes of the purchaser after conclusion of the contract or if the cost-rising factors occur



during a delay in acceptance or payment of the purchaser or if a delay in delivery or performance occurs for which the purchaser is answerable.

### **§ 9 Payment date, method of payment, default of payment, summation**

- (1)** Payments are due immediately after receipt of invoice, net, free AMA's point of payment. Payment has to be effected prior to any shipment.
  
- (2)** The invoicing by AMA is effected with announcement for dispatch or as soon as the delivery leaves AMA's site. As far as the creation of application software or the cooperation in software creations is in the scope of performance, AMA, unless otherwise agreed, will invoice on a weekly basis up to the price agreed upon, in cooperation actions until the conclusion of the order.
  
- (3)** A payment is considered effected, if AMA can finally dispose of the amount. Drafts or cheques will only be accepted as form of payment, drafts only upon prior written agreement.
  
- (4)** The discount, the expenses and the costs in connection with the collection of the draft's- and cheque's amount are to be borne by the purchaser. A completion is only effected with the encashment of the cheque or draft and AMA's liberation from any endorser's liability.
  
- (5)** Upon major delays in payment for which the purchaser is responsible, all claims which AMA is entitled to will immediately become due.
  
- (6)** Declarations of summation are only acceptable with indisputable or legally documented counterclaims. The purchaser has the right of retention as far as it is based on the same contractual relationship with AMA.



## § 10 Retention of title

**(1)** Until reception of all payments from the business relation with the purchaser, AMA reserves the retention of title of the goods to be delivered. The retention of title also comprises the approved balance, as far as AMA accounts claims to the purchaser in current invoices. (reservation of open account). Goods which are under retention of title, will be named „retention delivery“ or „retention goods“.

If for effectation of the payments to be made to AMA for the retention delivery a draft-liability from AMA is made, the retention of title remains valid until the draft-liability is extinguished; when cheque or draft are agreed upon methods of payment with the purchaser, the retention also comprises the encashment of the draft accepted by AMA by the purchaser and is not extinguished by credit of the cheque received as form of payment at AMA.

**(2)** Taking back the retention delivery by AMY is not a withdrawal from the contract, except if declared explicitly in written form by AMA. The garnishment of the retention delivery is always a withdrawal from the contract. Upon garnishments or other interferences of a third party, the purchaser has to inform AMA immediately, in order to enable AMA to legal action according to § 771 ZPO according to German law. As far as the third party is not able to make up for the legal and extrajudicial costs of such an action, the purchaser is liable for the loss caused to AMA.

**(3)** The purchaser is entitled to sell the retention delivery in the fair order of business, however he already now makes all assignments amounting to the invoice total, including VAT, which arise through the sale to his customers or third parties, irrespective if the retention delivery has been sold without or after processing; AMA takes this assignment of claim now. If the purchaser puts the claim from a sale of the retention delivery in an open-account-relationship with his customer, the open-account-claim amounting to the approved balance is assigned; the same applies to the causal balance in case of bankruptcy of the purchaser. For collection of this claim the purchaser is also entitled after its assignment. The competence of AMA, to collect itself this claim, remains unattached hereof, however, AMA commits not to collect the claims as soon as the purchaser meets his payment obligations punctually, is not in payment delay and especially no insolvency or composition proceedings or cessation of payment exist.



**(4)** Transfer by way of security or pledges will not be covered by the sales authorisation of the purchaser. Upon conduct against the contract of the purchaser, especially upon delay in payment as well as upon protest of draft, cession of payments, opening or application of composition or insolvency proceedings and financial collapse, AMA is entitled to cancel the sales authorisation and to take back the retention delivery or to claim the assignment of demand for handling-over of the purchaser to third parties; the purchaser is obliged to handling over, he cannot claim a right of detention.

In the cases stated above, AMA can cancel the authorization of collection and claim that the purchaser informs AMA about the assignments made and about the debtors, that he indicates all data necessary for collection and informs the debtor (third party) about the assignment. AMA may use in a reasonable way the retention goods taken back for reasons stated above after prior threat and after setting a deadline, the revenue is to be credited against the liability of the purchaser, less reasonable realisation costs.

**(5)** The processing or alteration of the retention delivery by the purchaser is always effected for AMA. If the retention delivery is processed with other objects not belonging to AMA, AMA acquires the ownership of the new object in relationship of the value of the retention delivery. The purchaser is granted a right of remainder for the object gained through processing, which corresponds to his right of remainder of the retention delivery.

**(6)** If the retention goods are inseparably mixed or combined with other objects not belonging to AMA, AMA acquires the co-ownership of the new objects in relationship of the value of the retention goods and the other mixed or combined objects at the time of the amalgamation or combination. If the amalgamation or combination of the object was effected in such a way that the object of the purchaser is to be considered as main object, it is considered as agreed, that the purchaser will grant AMA co-ownership. The purchaser keeps the single ownership or co-ownership for AMA. The purchaser also assigns claims for saving of claims against him, which arise through the connection of the retention goods with a property against a third party.

**(7)** If the retention of title or the assignment is not valid corresponding foreign law, in which the retention delivery is situated, the parties oblige to make an agreement equalling a saving corresponding to the retention of title and the assignation in this area of law.

**(8)** The purchaser is obliged, to treat the retention delivery with care as well as to insure it at his expense in favour of AMA against theft, robbery, burglary, and damage of fire and water. The purchaser already now



assigns all resulting insurance claims regarding the retention delivery to AMA; AMA already now accepts this assignment. As far as maintenance and inspection works are necessary, the purchaser has to effect them at his expense in time.

**(9)** AMA will release securities at own choice upon demand of the purchaser insofar as their value exceeds the claims to save for more than 10%. Decisive for the accounting of the value for assigned claims is the face value of the claims, for goods the AMA-vendor invoice.

### **§ 11 Deterioration of assets**

**(1)** If only after conclusion of contract major deteriorations of assets of the purchaser occur or get known to AMA despite the usual care, AMA can refuse the performance owed by contract until the purchaser meets all requirements from the contract with AMA or until he presents securities.

**(2)** If the purchaser does not meet a requirement corresponding passage 1 despite reasonable setting of a final deadline and threat of refusal by AMA, AMA is entitled to withdraw from the contract or to claim damages from the purchaser.

**(3)** In case of withdrawal corresponding passage 2 setting an additional deadline is not necessary if the delay in payment of the purchaser is connected with his deterioration of assets.

**(4)** The regulations stated above apply in cases of reasonable doubt of solvency or creditworthiness of the purchaser respectively.

### **§ 12 Property- and initiator rights, penalty**

**(1)** All property- and initiator rights of all offer- and contract documents are reserved to AMA. They may not be used and disposed for others than the explicitly agreed purposes by the purchaser. It is especially prohibited to make them accessible to third parties.



- (2) In any case of violation of the regulations of passage 1, the purchaser will pay AMA a penalty amounting to 5% of the gross order value of the part of delivery or performance affected by the violation, except if the purchaser can prove, that no or only minor damage was caused to AMA. AMA reserves the right to claim a higher damage.
- (3) The software contained in the delivery and performance of AMA is proprietary. AMA grants the purchaser a non-exclusive, non-assignable, timely unlimited right of using the software stated in the customer required specification for the intention agreed upon in the contract. For the rest, all initiator rights of the software remain reserved to AMA.
- (4) Differing from the regulation of passage 3, the purchaser is entitled to transfer the software to end users, if this has been agreed upon explicitly in advance. Rights exceeding passage 3 are not granted to the end user by the purchaser.
- (5) Actions of realisation exceeding passages 3 and 4, especially the duplication, modification or distribution of the software and the belonging documentation is not allowed to the purchaser. Excepted hereof is the copying by the producer exclusively for securing reasons. He will label these copies with AMA's copyright mark.
- (6) The regulations above apply for a licensing of the software of third parties by AMA respectively.

### **§ 13 Responsibility for defects, unjustified notice of defects**

- (1) AMA assumes liability for the time of 12 months that its performances meet the agreed requirements within the use according to the terms of the contract. If an object delivered by AMA is used according to the contract for a construction and causes its deficiency, the legal limitation of actions applies.
- (2) The purchaser exclusively cares himself for the suitability of the object of performance for the aims aspired.
- (3) The purchaser immediately informs AMA about defects in performance, at the latest, however, 8 days from their occurrence in understandable written form.



**(4)** In case of notice of defects corresponding passage 3, AMA informs the purchaser immediately, if rejected objects or parts hereof should be returned to AMA or be collected at the purchaser or being checked. AMA carries out the remedy of software defects in its own premises, unless otherwise explicitly agreed upon.

**(5)** Defects caused by AMA will either be remedied as soon as possible by AMA or a substitute will be delivered. AMA will decide which step to take. AMA is not answerable for defects which are caused by third parties or the purchaser. Hereto especially count defects in software functions arising in the co-action with other performances or external performances which do not belong to the object of performance.

**(6)** AMA is entitled to have repairs executed also by third parties. Replaced parts become property of AMA. The purchaser has no further rights for replacement deliveries and amendment works than for the original products of contract. If delivery or acceptance is delayed for reasons answerable by the purchaser, there is no prolongation of the term of liability.

**(7)** AMA is not liable for normal wear and tear.

**(8)** Claims for responsibility for defects of each kind do not apply, if the assembly or implementation or the remedy of defects are made by the purchaser or third parties without AMA's consent, if the delivered goods are processed by third parties, are modified by external actions of each kind or are not treated in an appropriate way or against the technical guidelines of AMA -with the exception of cases of reasonable execution by substitution and the purchaser does not prove, that the defects were already existing upon passing of risk and did not later arise by the influences named above.

**(9)** Upon failure or impossibility of amendment or substitute delivery, the purchaser is entitled to claim at his choice reduction in remuneration or withdrawal from the contract, whereupon his choice is to be made with reasonable consideration of AMA's interests. This right also applies for the purchaser, if AMA fails amendments culpably.

**(10)** If AMA proves that defects in performance did not exist, AMA is entitled to invoice the expenditure taken according to the pricelist for engineering performances, technical support and individual training in the latest



version. Defects in performance especially do not exist, if a defect results in the faulty operation by the purchaser.

**(11)** In cases of unjustified notice of defects according to passage 10, the purchaser also has to compensate additional costs arising (e.g. costs for travel, daily allowance, etc.) as well as materials- and external costs.

#### **§ 14 Guarantee of condition**

**(1)** Characteristics, performance- and attributes of the contractual deliveries and performances are only considered guaranteed when agreed upon by special written declaration of responsibility by AMA.

**(2)** The regulation of passage 1 also applies for product information of AMA, which have been made accessible to the purchaser at the customer required specification apart from the cooperation and which have become contents of contract for reasons of explicit agreement.

#### **§ 15 General liability**

**(1)** AMA is only liable for damages of the purchaser if the damage was caused by AMA, its staff, legal representatives or other assistants upon intent or wantonly negligently. For the rest, AMA is only liable for foreseeable damages caused by violation of essential contractual obligation by AMA.

The liability does not apply for the benefit lost by the purchaser, lost savings, indirect damages, damages following defects, damages caused by deliveries, performances or applications of third parties or of the purchaser as well as for errors at conclusion of contract for which AMA is not answerable as well as damages caused by non-appropriate conduct of the purchaser according to § 12 of this contract.

**(2)** In the cases of § 13 passage 8 claims of compensation of the purchaser are excluded.

**(3)** AMA is not liable for damages from circumstances beyond control. These are especially damages from phenomena, war, wage disputes and interferences caused by similar occurrences.



(4) AMA is not responsible for damage caused by assistants which the purchaser employs within the scope of § 3 passage 3.

(5) The liability restrictions above do not apply in cases of compulsive product liability as well as in cases of injury of life, corpse or health. § 444 BGB remains unaffected.

### **§ 16 Release, compensation**

(1) AMA avouches that the performances effected for the purchaser are free from the rights of third parties in the scope of the intended use of this contract.

(2) AMA indemnifies the purchaser from all claims which third parties assert against him from the injury of industrial property rights. The purchaser immediately informs AMA about the assertion of such claims.

(3) If the purchaser exceeds the rights of use granted to him according to § 12, he indemnifies AMA of all claims which third parties assert for this reason against AMA. Passage 2, phrase 2 applies respectively.

(4) The assertion of claims for compensation remains unaffected.

### **§ 17 Data protection, confidentiality**

(1) It is pointed out to the purchaser that individual-related data are saved and processed at AMA as far as this is necessary in the scope of the contract. These data will not be passed on to third parties with the exception of cases of legal obligations.

(2) Both parties commit to treat data of each other confidentially as far as these data is not yet known to the public. This applies especially for all documentation regarding offers and contracts of AMA.



(3) AMA is only entitled to make accessible documentation of the purchaser to such third parties who have been charged with deliveries and performances by AMA.

### **§ 18 Written form**

(1) Modifications, amendments and the abrogation of contracts as well as of the obligation to written form require the written form.

(2) All notifications, declarations and cancellations, which are not mentioned in these conditions or contracts or are based on them require the written form to become valid. Cancellations are to be sent to the other party via registered mail.

### **§ 19 Assignment of rights**

A contracting party is not entitled to assign single or all rights from a contract to a third party without prior written consent of the other party. The acceptance may not be refused without cogent reason.

### **§ 20 Choice of law / place of jurisdiction**

(1) For the present contract only the law of the Federal Republic of Germany applies. The application of the UN-agreement of Vienna for contracts for the international acquisition of goods is excepted.

(2) For all legal disputes from this contract Pforzheim is agreed upon as place of jurisdiction.



## **§ 21 Final clause**

Should single clauses of these conditions become ineffective or inexecutable, the effectiveness of the other regulations and the respective contracts will remain unaffected. The contract parties oblige to fill a possibly arising blank by a regulation, corresponding the economical purpose of the former regulation and the contract.