

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (International)

Walter Finkbeiner GmbH, Alte Poststrasse 9, 72250 Freudenstadt, Germany

(General Terms and Conditions, Special Terms and Conditions for Contracts of Sale,
Special Terms and Conditions for Service Contracts)

Version 12/2020

A. GENERAL PROVISIONS

I. SCOPE, GENERAL

1. These General Terms and Conditions of Sale and Delivery (International), Walter Finkbeiner GmbH, Alte Poststrasse 9, 72250 Freudenstadt, Germany (hereinafter: 'Finkbeiner' or 'we') apply to all transactions involving the delivery of goods to the Customer (hereinafter: 'Contracts of Sale') or the provision of services, in particular installation and customer services, to the Customer by Finkbeiner (hereinafter: 'Service Contracts'), insofar as the place of business of the Customer that is relevant to the Contract is not in Germany.
2. The scope of application of these General Terms and Conditions (International) is limited to contracts with contractors, legal entities under public law or special funds under public law. These General Terms and Conditions are not applicable to transactions with consumers within the meaning of Section 13 of the German Civil Code (BGB).
3. These General Terms and Conditions (International) are exclusively applicable. The application of Customer terms and conditions that contradict, supplement or deviate from our General Terms and Conditions (International) is herewith rejected. These shall not be applicable even if we make a delivery to the Customer in the knowledge of or without expressly rejecting deviating Customer terms and conditions.
4. Individual agreements reached with the Customer on a case-by-case basis (including subsidiary agreements, additions and amendments) shall in every

case have precedence over these General Terms and Conditions (International). The content of such agreements shall be in accordance with a written contract or our written confirmation.

5. These General Terms and Conditions (International) shall also be applicable to future transactions between Finkbeiner and the Customer, without the need to refer to these again.
6. Legally significant declarations and notices that the Customer makes to us or that may need to be submitted after the contract has been signed (for example, imposition of deadlines, notices of defect etc.) must be made in writing in order to be valid.
7. Rights that Finkbeiner has under statutory regulations or other agreements that extend beyond these General Terms and Conditions (International) remain unaffected.

II. RIGHTS TO OUR DOCUMENTS, CUSTOMER COMMITMENT

1. Offers, cost estimates and other documents presented during the process of establishing the contract shall remain our property and may be made available to third parties only with our prior written consent.
2. All rights, in particular patent rights, copyrights and inventor rights, to documents, models, appliances, tools, drawings, cost estimates, drafts and plans produced by us are held exclusively by us. They may be made available to third parties only insofar as we have expressly agreed to this in writing.
3. If we make aforementioned items or documents available, this shall not entail any transfer of rights or granting of rights (use licence) to the Customer.
4. The Customer undertakes to ensure that documents made available to us by the Customer do not breach third party rights. The Customer shall be responsible for ensuring that documents which it makes available to us, in particular drawings, plans etc. are drawn to scale, are directly suitable for determining the performance due under the contract and correspond to the actual conditions.

III. CONCLUSION OF CONTRACT, EXPORT CONTROL

1. Unless expressly stated otherwise, our offers are without obligation and non-binding. This also applies if we have made catalogues, technical documentation or other product descriptions available to the Customer - including in electronic form.
2. The contract shall be established through our confirmation of order pursuant to sub-section 3 or our performance in accordance with sub-section 4.
3. We shall be entitled to accept an offer submitted by the Customer by means of a confirmation of order within 4 (four) weeks of receiving the offer.
4. Conclusion of the contract shall be established through our performance insofar as we have begun performance within ten working days of receiving the Customer's offer and the Customer has been informed of this.
5. Prior to commissioning us and prior to any further delivery of the products supplied to the Customer, the Customer undertakes to comply with all relevant export regulations and requirements, in particular of the EU and all EU Member States. If an export licence is required in accordance with these regulations and requirements, the Customer shall obtain this in its own name and at its own expense.
6. We would like to expressly point out to the Customer that all our deliveries/performances shall be subject to the proviso that there are no restrictions/bans on their fulfilment based on national, supranational or international foreign trade legislation or any other sanctions/embargoes. In cases where we become aware following the conclusion of a contract of circumstances where a delivery/performance is prohibited in accordance with national, supranational or international regulations that are applicable to our company, we shall be entitled to cancel the contract immediately at any time. Claims for compensation by the Customer shall be excluded in this case. If it transpires that our delivery/performance is subject to a licensing requirement imposed by a competent export control body owing to its condition or its intended use, any delays in delivery resulting from the time taken to obtain such a licence, shall be solely at the Customer's expense. Such delays shall not entitle the Customer either to cancel the contract or

claim compensation. The foregoing shall also apply in the event that such a licence is not granted by the competent export control body.

IV. CONTRACT CONTENT, MODIFICATION OF PERFORMANCE DUE UNDER CONTRACT, DEFECTS OF TITLE

1. The performance due under the contract shall be determined in accordance with the agreement reached, in particular the confirmation of order.
2. The agreement of a guarantee or the assumption of a procurement risk must be made in writing in order to be valid.
3. The performance due under the contract shall be free of defects of title insofar as a third party cannot in this respect assert any claims against the Customer in the territory of the Federal Republic of Germany. Finkbeiner shall be responsible for ensuring that the performance is unencumbered by third party rights in respect of other states only if we have confirmed this in writing.
4. Subsequent amendments or modifications of the performance due under the contract from Finkbeiner shall be permitted, insofar as these are customary or technically necessary and do not unreasonably inconvenience the Customer.

V. RIGHTS OF USE

1. We grant the Customer a simple right of use in respect of copyrights, industrial property rights and know-how to the extent that this is necessary for use under the terms of the contract. The Customer may not make copies on machines, systems and data processing units that are not specified in the contract.
2. Any further use by the Customer shall only be permitted after we have agreed to this in writing.
3. If software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the software supplied, including its documentation. It shall be entrusted for use on the designated goods delivered. The software may not be used on more than one system. The Customer may only reproduce, re-engineer or translate the software or convert it from the object code into the source code to the extent permitted by law

(Section 69 a et seq. of the German Copyright Act (UrhG)). The Customer undertakes not to remove manufacturer information, in particular copyright notices, or to change this without our prior explicit consent. We or the software supplier shall retain all other rights to the software and the documentation, including any copies. The granting of sub-licences shall not be permitted.

VI. PERFORMANCE PERIOD, RESERVATION OF AVAILABILITY OF SUPPLIES AND RAW MATERIALS, FORCE MAJEURE AND RIGHT TO CANCEL

1. Unless otherwise agreed in individual cases, any notified performance periods shall represent approximate deadlines.
2. The start of an agreed performance period shall be subject to the clarification of all technical questions. The performance period shall not begin before the Customer has fulfilled its associated duties of cooperation.
3. If an advance payment obligation on the part of the Customer has been agreed, such as the payment of a deposit, an agreed performance period shall not commence before the Customer has fulfilled its respective advance payment obligations.
4. Finkbeiner shall be entitled to assert the plea of an unfulfilled contract.
5. An agreed performance period shall be subject to the condition of complete and punctual delivery by our contracting partners (reservation of availability of supplies and raw materials). This shall not apply if the contractual agreement clearly indicates that we have assumed the procurement risk or in a case of unlimited indeterminate obligation. Our performance obligation shall also not be waived on account of the reservation of availability of supplies and raw materials if, in relation to the service to be provided to the Customer, we have not concluded a congruent covering transaction with our suppliers or culpably caused the non-fulfilment of such a congruent covering transaction. Finkbeiner shall inform the Customer without delay if the congruent covering transaction cannot be performed.
6. The performance period shall be extended appropriately in the event of force majeure. Excluded from this are those cases in which an instance of force majeure as well as its duration has no impact on the performance period. When quantifying a reasonable extension of the performance period,

the duration of the obstruction and a reasonable start-up period must be taken into account. Instances of force majeure also include events that were unforeseeable at the time of concluding the contract, such as pandemics, energy or raw material shortages, strikes, lockouts, official measures, terrorist attacks and war. Finkbeiner shall inform the Customer without undue delay of the existence of force majeure as well as the anticipated end of this situation. If the force majeure continues without interruption for more than three months, or if the delivery deadline is extended by more than four months due to several instances of force majeure, then both the Customer and Finkbeiner shall be entitled to cancel the contract. In the event of force majeure, claims for compensation and further claims shall be excluded. The counter-performance obligation shall be waived and any deposits already paid shall be reimbursed. The provisions in this subsection shall apply accordingly insofar as the circumstances occur at a sub-supplier and impact delivery to Finkbeiner.

7. Claims for compensation made on the grounds of failure to adhere to the performance period shall be based on A. IX. Liability.

VII. DEFAULT OF ACCEPTANCE, DAMAGE CAUSED BY DELAY

1. We shall be entitled to deliver upon commencement of the agreed delivery period. If the Customer is unable or unwilling to accept the goods at this time, we shall be entitled to arrange for the goods to be stored at the Customer's expense and risk or to store the goods on our premises against payment of a storage fee and to invoice the whole delivery including storage costs for immediate payment.
2. If the Customer defaults on acceptance or breaches other obligations to cooperate, we shall be entitled to claim damages incurred including any additional costs. In such cases, the risk of accidental loss or an accidental deterioration of the goods shall transfer to the Customer as soon as the Customer defaults on acceptance. If the Customer refuses to accept goods following an appropriate period of grace of at least 4 (four) weeks or has previously explicitly stated that it is unwilling to accept goods, we may withdraw from the contract and claim compensation instead of payment.

3. If the Customer fails to accept goods in a timely manner or if it defaults on acceptance in another way, notwithstanding the provision in para. 1, it shall owe Finkbeiner an amount equivalent to 0.1% of the respective order value per working day, however no more than 5% of the respective order value in total.
4. The onus shall be on the Customer to demonstrate a lower amount or no damage at all, while Finkbeiner reserves the right to demonstrate that the damage was higher.

VIII. PRICES, PAYMENT TERMS

1. All prices are net prices.
2. The Customer must provide us with the export certificates and export documents required for tax purposes without undue delay prior to or following shipment. If these documents and certificates are not provided by the Customer, the Customer shall pay the VAT rate applicable to the respective delivery within the Federal Republic of Germany on the full invoice amount.
3. Any other costs incurred, in particular for the settlement of payments, transport, import and export duties, fees, shall be borne by the Customer.
4. If a Customer falls into arrears with payments, we shall be entitled to charge default interest of 8% p.a. over and above the respective Bundesbank basic interest rate. If we are able to demonstrate higher damage caused by delay, we shall be entitled to claim for such damage.
5. If we are obliged or entitled to collect used appliances, we shall be entitled to make the following overall claims as minimum amounts for the use and depreciation of the goods supplied: for the use and depreciation upon collection during the first half of the year following delivery /acceptance, 33% of the order price, during the second half of the year following delivery/acceptance, 40% of the order price, during the third and for any further half year period, a further 5% of the order price. The Customer shall reserve the right to demonstrate that we have incurred no loss or a significantly lower loss through collection. We shall reserve the right to demonstrate that we have incurred greater loss through use and depreciation. When determining loss, the age and condition of the appliance and its recyclability must be considered.

6. Unless otherwise agreed, payments shall be due net within ten calendar days from the transfer of risk. Payments must be made at the registered office of Finkbeiner in Freudenstadt. Payment costs and risks shall be borne by the Customer.
7. Cash discounts shall be subject to a separate agreement on a case-by-case basis.
8. The acceptance of cheques and bills of exchange shall be subject to an express written agreement.

IX. LIABILITY

1. Finkbeiner shall be liable in accordance with statutory provisions in the event of a culpable breach of obligation for all damages arising from injury to life, limb or health.
2. Finkbeiner shall be liable in accordance with statutory provisions in the event of a culpable breach of substantive contractual obligations. Liability shall, however, be limited to foreseeable damage that is typical for the type of contract, if Finkbeiner has not breached substantive contractual obligations wilfully or through gross negligence. Substantive contractual obligations mean those that are absolutely essential to achieve the purpose associated with the contract and that the Customer can expect are being adhered to.
3. Finkbeiner shall be liable for grossly negligent and wilful breaches of non-substantive contractual obligations.
4. Finkbeiner shall be liable in accordance with the provisions of the applicable product liability act.
5. If a contractual guarantee has been agreed, Finkbeiner shall be liable in accordance with the warranty.
6. In other respects, liability shall be excluded.
7. Insofar as our liability is limited or excluded on the basis of the sub-sections above, this shall also apply to the liability of our statutory representatives and vicarious agents, including our workers and employees.

X. SUPPORT IN PRODUCT LIABILITY CASES

1. The Customer shall not modify aspects of products that are relevant to their safety. The Customer shall in particular not amend or remove existing warnings about the dangers of improper use. If this obligation is breached, the Customer shall indemnify Finkbeiner internally in respect of third party product liability claims, unless the Customer was not responsible for the fault that triggered the liability.
2. If Finkbeiner is obliged to initiate measures, in particular product warnings or product recalls, the Customer shall support Finkbeiner in such endeavours to the best of its ability.
3. The Customer shall inform Finkbeiner in writing without undue delay of any risks that become known to it.

XI. SET-OFF, RIGHT OF RETENTION

1. The Customer may only set off claims that are undisputed or have become res judicata.
2. Section 1 applies accordingly to the exercise of a right of retention.

XII. NON-ASSIGNMENT CLAUSE

1. The Customer may assign rights and obligations arising from this Agreement to third parties, wholly or in part, only with our prior written consent.
2. Sub-section 1 shall not apply to the assignment of a payment demand within the meaning of Section 354a of the German Commercial Code (HGB).

XIII. RESERVATION OF TITLE

1. We shall retain full title of the goods that have been delivered until payment has been received in full (reserved goods).
2. The Customer shall be obliged to take out adequate insurance cover for fire, water and theft on the reserved goods at its own expense.

XIV. SETTLEMENT OF DISPUTES, APPLICABLE LAW

1. The exclusive place of jurisdiction shall be the court with competence for the registered office of Finkbeiner in Freudenstadt, Germany.

2. Furthermore, Finkbeiner shall be entitled to take legal action against the Customer at its general place of jurisdiction.
3. If the permanent establishment of the Customer, which is relevant to the respective performance, is not located in the European Union or in Switzerland, Norway or Iceland, then all disputes between Finkbeiner and the Customer shall be definitively decided in accordance with the Rules of Arbitration of the German Institute for Arbitration, whereby recourse to ordinary legal channels shall be excluded. The place of arbitration proceedings shall be Stuttgart. The number of arbitrators shall be three. The language of the arbitration proceedings shall be German.
4. All contracts based on these General Terms and Conditions (INTERNATIONAL) as well as any questions regarding their formation shall be subject to the United Nations Convention on the International Sale of Goods of 11 April 1980 (CISG). In addition, the law of the Federal Republic of Germany shall apply.
5. Sub-section 4, clause 2 shall apply accordingly to non-contractual claims.

XV. WRITTEN FORM

All amendments and additions to these General Terms and Conditions (International) as well as the waiver of their application must be made in writing. This also applies in respect of a possible waiver of the requirement for written form.

XVI. SEVERABILITY CLAUSE

1. If one or more provisions of these General Terms and Conditions (International) or parts thereof are invalid, this shall not affect the validity of the other provisions or of the contract as a whole.
2. Sub-section 1 shall apply in the event of an omission in the provisions.

B. SPECIAL TERMS AND CONDITIONS FOR CONTRACTS OF SALE

In addition to the provisions under A. General provisions, the following provisions shall also apply to contracts of sale, whereby in the event of contradictory provisions, the special provisions of this section shall have precedence.

I. TRANSFER OF RISK

1. Deliveries shall be governed by Incoterms 2020 (Rules of International Chamber of Commerce (ICC)). These are part of confirmations of order.
2. The risk of accidental loss shall be transferred to the Customer at the time of the handover of the goods to the Customer. Handover to the Customer shall be equivalent to handover to its forwarding agent or to a third party designated by it.
3. If the Customer does not accept goods that have been declared ready for dispatch at the time of dispatch, the risk of accidental loss shall be transferred to the Customer at the time of dispatch.

II. NOTICE OF DEFECTS

1. The Customer shall be responsible for examining whether goods received are free of defects within ten working days from the transfer of risk.
2. If a defect is apparent, this must be reported within five working days of its actual discovery. This shall apply irrespective of whether the defect was discovered within the context of the examination pursuant to sub-section 1 or at a later date.
3. Any defects discovered must be reported to us in writing (Article 13 CISG). Complaints must include a detailed description enabling the presumed cause as well as the consequences to be identified. Upon request, suitable documentary material, particularly in the form of photographs, must be made available to us.
4. If the Customer fails to fulfil its obligations to examine goods and to raise a complaint, the performance shall be deemed to have been accepted and the Customer shall not be entitled to warranty rights. This shall not apply if we maliciously concealed the defect or if the exclusion would be incompatible with the provisions of a guarantee.

5. The Customer shall be obliged to cover the costs incurred by Finkbeiner in conjunction with a culpably raised unjustifiable complaint.
6. If a period of one year has elapsed between delivery and the reporting of a defect, the Customer may no longer claim defect-related rights.

III. WARRANTY

1. If Finkbeiner renders a defective performance, that is to say if the actual performance rendered falls short of the performance due under the contract (defectiveness), claims by the Customer shall be based on the following provisions.
2. Initially, the Customer shall only be entitled to demand that Finkbeiner rectifies the defective performance (defect rectification) within a reasonable period. Finkbeiner shall be entitled to choose the manner in which it rectifies defective performance, essentially either rectification or replacement delivery. For the purpose of rectifying a defect, the Customer shall grant Finkbeiner or third parties commissioned by Finkbeiner access to the goods as well as support any necessary and appropriate measures. Finkbeiner shall cover the necessary costs of defect rectification. Finkbeiner shall not cover additional expenditure incurred because the goods have been taken to a location different from the original destination.
3. If Finkbeiner fails to rectify the defect within the reasonable period, or if the manner of defect rectification chosen by Finkbeiner fails to eliminate the defect, the Customer shall be entitled to reduce the purchase price.
4. The Customer shall generally be entitled to cancel the contract only
 - a) in the event of a substantial breach of contract and
 - b) only if the defect was not rectified within the reasonable period or the defect was not eliminated.
 - b) does not have to be fulfilled for a cancellation of the contract if rectification of the defect is unreasonable for the Customer on account of the particular circumstances or if this will clearly remain unsuccessful.
5. The Customer shall also be entitled to cancel the contract if Finkbeiner, in the event of failure to adhere to the delivery date in spite of a further peri-

od of grace, amounting as a rule to not less than two weeks, fails to render the performance due.

6. The Customer shall be obliged to make claims pursuant to sub-sections 2 - 5 within a reasonable period. The Customer must ask Finkbeiner to perform the actions in writing.
7. If non-performance or defective performance relates only to part of a delivery, claims pursuant to sub-sections 2 and 3 shall apply only to the respective part that is affected by non-performance or defective performance. In a case of this nature, the entire contract may be cancelled (sub-sections 4 and 5) only if the incomplete nature of the delivery or only partially compliant delivery constitutes a breach of substantive contractual obligations in its own right.
8. In derogation of Section 438 1 (3) of the German Civil Code (BGB), warranty claims, with the exception of claims for compensation, shall expire by limitation within twelve months of the transfer of risk. This shall not apply in the case of maliciously concealed defects or other mandatory statutory provisions.
9. Aforementioned claims brought on the grounds of defective performance that are attributable to improper handling by the Customer or failure to comply with instructions for use, shall be excluded.
10. Sub-section 4.b) and sub-section 4 clause 2 shall apply accordingly to claims for compensation on the grounds of defectiveness. A. IX. and B. V. Liability shall also apply.

IV. LIABILITY

1. Finkbeiner shall be liable for any wilful or grossly negligent breach of duty.
2. In cases of grossly negligent breach of duty, liability pursuant to sub-section 1 shall be limited to three times the respective order value.
3. Liability for other negligent breaches of duty or damage caused without fault shall be excluded.
4. Insofar as our liability is limited or excluded on the basis of A. IX. and the sub-sections above, this shall also apply to the liability of our statutory representatives and vicarious agents, including our workers and employees.

C. SPECIAL PROVISIONS FOR INSTALLATION SERVICES

In addition to the provisions under A. General provisions, the following provisions shall also apply to installation services, whereby in the event of contradictory provisions, the special provisions in this section shall have precedence.

I. General provisions

1. If we are expected to set up goods delivered by us, installation shall be at the Customer's expense and risk. The Customer shall cover all expenses incurred by us in this respect, including for any overtime, working on a Sunday or bank holidays. This shall also apply to any travel and waiting time incurred. This shall not apply if a flat rate has been expressly agreed in writing.
2. The Customer shall take the necessary steps to protect people and property at the installation site and ensure appropriate working conditions. The Customer shall support the installation engineers during installation at its own expense.
3. The Customer shall be obliged to provide technical assistance, in particular to:
 - carry out all building work in a timely manner prior to the start of installation, such that set up can begin immediately following delivery and without undue delay.
 - The foundation must be completely dry and set and the areas in which set up takes place must be suitably protected against the weather, well lit and adequately heated.
 - provide dry, adequately lit rooms, which can be locked and are monitored, for storing machine parts, materials, tools etc.
 - provide electricity, water, heating, lighting, operating personnel, including the required connections.
 - provide as many assistants (emergency crew and specialists, such as electricians) as we consider necessary for the required installation period.

- load and transport the items required for installation depending on the nature of the installation.

If the Customer fails to fulfil its obligations, we shall be entitled, however, not obliged, to undertake the tasks for which the Customer is responsible in its place and at its expense. Other statutory rights and claims to which we are entitled shall not be affected.

4. If an installation date has been expressly agreed, adherence to this deadline shall depend on the Customer fulfilling its obligations. The installation deadline shall be deemed met if the packing machine delivered by us is ready for operation on this date.
5. Section A.VII shall apply accordingly to an extension of the installation deadline as well as our liability in the event of delay with the proviso that the flat-rate compensation for delay shall amount to 0.5% of the expected installation costs on a daily basis and the maximum compensation shall be limited to twice the expected installation costs.
6. The Customer shall be obliged upon completion of our performance to satisfy itself that performance has been rendered properly and to confirm this on the progress report provided. The Customer shall note any complaints on the progress report.
7. If appliances or tools provided by us are damaged during transport or on the installation site or if they are lost without fault on our part, the Customer shall be obliged to compensate for such damage or loss. Damage, which is due to normal wear and tear, shall be disregarded.
8. Our receiving inspection of delivered parts shall be limited to establishing their identity and whether they match the shipping documents, checking for visible transport damage and the quantity delivered insofar as the delivery condition allows. Additional checks, in particular for cleanliness, shall only be carried out by us if this has been agreed with the Customer in writing.
9. Defects in delivered parts, which come to light during handling, shall entitle us at our discretion to either cancel the contract or to compensation, in particular to invoice for the additional costs incurred.
10. If we collect parts for processing from the Customer, these shall be transported to our factory at the Customer's expense and risk. Transport insurance cover may be taken out at the request and expense of the Customer.
11. We shall not be obliged to carry out quality inspections and checks. If we carry out quality inspections and checks following the approval of a sample that has been provided, this shall be on a random basis at our discretion unless otherwise agreed with the Customer in writing.

12. Unless otherwise agreed, the Customer shall bear the costs of insuring and maintaining goods belonging to it. If, following the completion of an order, the Customer fails to accept the goods within a reasonable period in spite of a request from us to do so, we shall be entitled to scrap these goods; the Customer shall bear the costs in this respect. If the Customer has not fulfilled its obligations arising from the business relationship in full, we shall be entitled to retain the goods.

II. NON-BINDING COST ESTIMATE

1. Unless otherwise agreed on an individual basis, cost estimates produced by us shall not be remunerated separately.
2. Cost estimates produced by us shall essentially be non-binding.
3. An estimate of costs shall be considered a fixed price only if this has been expressly agreed. The same shall apply if a fixed price can be excluded, taking the circumstances of the transaction as well as the interests of both parties into consideration.

III. REMUNERATION, PARTIAL PAYMENTS

1. In the absence of an express agreement on remuneration, the relevant hourly and other rates of Finkbeiner that are in force at the time of concluding the contract shall apply. These shall be disclosed without undue delay and free of charge upon request.
2. Finkbeiner shall be entitled to request reasonable partial payments for performances rendered under the terms of contract, in line with the statutory provisions.

IV. PERFORMANCE BY THIRD PARTIES

Finkbeiner shall be entitled to arrange for services due under contract to be provided fully or in part by third parties.

V. ACCEPTANCE DEADLINE

1. Finkbeiner shall inform the Customer when performance has been rendered (notification).
2. Unless otherwise agreed on a case-by-case basis, the Customer shall be obliged to declare to Finkbeiner within a period of three working days of the notification whether it accepts the performance.
3. Irrespective of the receipt of a notification, the Customer shall be obliged to declare to Finkbeiner within a period of 10 working days from the completion of performance whether it accepts the performance.

VI. COST OF SUBSEQUENT PERFORMANCE

Finkbeiner shall cover the costs of subsequent performance in accordance with the statutory provisions. Finkbeiner shall not cover the additional costs of subsequent performance incurred because the goods were taken to a location different from the original destination.

VII. LIMITATION PERIOD FOR WARRANTY CLAIMS

1. In derogation of Section 634a 1 (1) of the German Civil Code (BGB), warranty claims made on the grounds of defects, with the exception of claims for compensation, shall expire by limitation within twelve months of acceptance.
2. This shall not apply in the case of maliciously concealed defects or other mandatory statutory provisions.

VIII. CONTRACTUAL LIEN

1. Finkbeiner shall be entitled to a contractual lien for claims arising from the rendering of performances in respect of moveable property manufactured or repaired by it that is owned by the ordering party, if these come into its possession for the purpose of manufacture or repairs.
2. The contractual lien may also be asserted on the grounds of claims arising from performances rendered on an earlier date, insofar as these are associated with the object of the order.