

**General Terms and Conditions for
the Maintenance and Service Contracts of**

KSL Keilmann Sondermaschinenbau GmbH Bensheimer Str. 101, 64653 Lorsch,
KSE GmbH, Bensheimer Str. 101, 64653 Lorsch,
KSA GmbH & Co. KG, Am Weißen Weg 10, 04600 Altenburg
- hereinafter referred to as „Keilmann Group“ -



I. Preface

1. These General Terms and Conditions ("Terms") shall only apply to contracts of Keilmann Group with contractors in terms of Section 14 BGB (German Civil Code), legal persons under public law, and separate estate under public law („Customer“).
Subject to the inclusion of amended Terms from Keilmann Group, these current Terms shall also be used for automatic contract prolongations between Keilmann Group and the Customer without them having to be included or agreed upon again.
2. The contractual relationship between Keilmann Group and the Customer shall exclusively be governed by the General Terms and Conditions of Keilmann Group. The Customer will accept this at the latest upon signing and accepting the Maintenance and Service Contract. Diverging Customer terms and conditions are explicitly objected to. Keilmann Group is not prepared to carry out any orders on the basis of diverging General Terms and Conditions of the Customer; this shall also apply if Keilmann Group renders services without giving any indication going beyond this proviso.

II. Subject matter of the contract

1. Keilmann Group shall assume the service and maintenance of the machines specified in the Maintenance and Service Contract.
Revision services shall not be part of the subject matter of the Contract. Revision services refer to the renewal of machines or parts thereof. The Customer may place a separate order for the revision service.
 - a) Maintenance
Maintenance is understood as preventive machine maintenance.
The services to be rendered under the Maintenance Contract shall supplement the regular maintenance works carried out by the Customer himself in accordance with the respective maintenance instructions. As such, the maintenance services to be rendered by Keilmann Group do not represent a substitution of the Customer's own maintenance work.
 - b) Service
Service is the provision of resources for extraordinary problem solving and troubleshooting, and the provision of a telephone number and an e-mail address.
2. The operation control of Keilmann Group shall decide whether the maintenance work will be performed together with the service work.

III. Price and payment

1. The maintenance services and the provision of a telephone number and an e-mail address shall be paid with a lump sum.
2. The other services shall be settled according to their time and effort and in accordance with the contractual reimbursement rates.
3. Travel and transport costs as well as travelling times of the service personnel shall be settled separately in accordance with the contractual reimbursement rates.
4. Keilmann Group can change the contractually agreed prices for the lump sum and the reimbursement rates as of the next term of the Contract.
The Customer will be informed on any such changes in writing. In this case, the Customer shall have an extraordinary right to terminate the Maintenance and Service Contract in writing within four weeks upon receipt of the price change notification. The termination is then effective for the following period.
If the Customer does not terminate the Contract in due time, the price changes shall be considered as accepted.
5. Keilmann Group's prices are net prices. The applicable value added tax will be added.
6. The Customer must meet Keilmann Group's claims for payment immediately and without any deduction. Payment must be remitted in euros.
Discounts may only be taken on the basis of separate agreements. Keilmann Group will only accept bills of exchange and cheques on the basis of separate agreements and only on account of performance. The Customer shall bear any expenses that will accrue in this respect. Exchange losses incurred for the payment in a foreign currency shall be borne by the Customer.
7. Subject to a preceding payment reminder, the Customer will be in default of payment at the latest 14 days after the due date and receipt of an invoice or an equivalent request for payment.
If the Customer does not pay the total amount despite a request by Keilmann Group, Keilmann Group shall be entitled to terminate the Contract.
Apart from its legal rights, Keilmann Group is entitled, in case of a payment delay on the part of the Customer, to retain, at its own option, further services and/or deliveries, also as they apply to other contracts, or to make them dependent on a down payment, or other form of payment security. The same applies if, upon conclusion of the Contract, circumstances become known which give reason to doubt the Customer's ability to pay or willingness to perform.
8. Setting off against the fee claim of Keilmann Group shall only be admissible with an uncontested claim, or a claim which has become res judicata.

IV. Cooperation and technical assistance by the Customer

1. The Customer shall cooperate in the performance of the maintenance and service work anytime and anywhere this is required. In particular, the Customer shall make available free of charge any auxiliary means, such as electric current and compressed air, as well as any consumable material, such as a thread and sewing material.
2. Prior to the maintenance and service work being performed, the Customer must ensure accessibility to the machine as well as ensure that the machine has been cleaned.

3. The Customer shall take the measures required for the protection of Keilmann Group's employees and to secure their property.
The Customer shall inform the maintenance and service personnel of Keilmann Group about any existing safety regulations.
4. If the Customer does not meet his duty to cooperate, Keilmann Group is either released from their service, can procure the required material themselves, use the aid of third parties, or render the services themselves. This option is at the discretion of Keilmann Group.
The Customer shall bear the costs incurred by Keilmann Group due to the lack of cooperation on behalf of the Customer.

V. Liability

1. Keilmann Group's liability is basically restricted to damages that Keilmann Group or its vicarious agents have caused intentionally or by gross negligence. Keilmann Group shall only be liable for slight negligence in case of an injury of life, body or health, and in case of a violation of duties essential for the performance of the purpose of the Contract.
2. If Keilmann Group is liable for slightly negligent violations of duties, the degree of Keilmann Group's liability is restricted to the damages typical in contracts of the type in question which had been foreseeable at the conclusion of the Contract, or at the latest when the violation of duty occurred. This shall not only apply in case of an injury of life, body or health.
3. Claims for damages that do not imply any faults according to law remain unaffected by the provisions under Nos. 15 and 16 of these Terms.
4. It is explicitly pointed out that Keilmann Group shall not be liable vis-à-vis the Customer for business-related losses, such as a loss of profit, sales, or stoppage in production, unless such damage was caused intentionally or through grossly negligent behaviour attributable to Keilmann Group.
5. The amount of the Customer's claims for damages due to a delay by Keilmann Group is limited to an amount of 0.5% of the agreed net payment per commenced week of delay, and to a maximum of altogether 5% of the agreed net payment, if no intention or gross negligence is imputable to Keilmann Group.
6. Keilmann Group shall not be liable for cases of force majeure, war, riots or any other circumstances objectively beyond Keilmann Group's control and for which they are not responsible
7. Keilmann Group's liability shall be excluded insofar as defects or damages are due to a transfer, amendment, improper handling and operation not in conformity with the operating instructions, and/or due to omitted or insufficient maintenance of the machines by the Customer.
8. If, in the operation of the machine, the Customer uses a material different to the material supplied to Keilmann Group, if the Customer increases the processing speed or makes any other unauthorised changes to the machine, the Customer can only make a claim to Keilmann Group if the defects and deviations are not due to the other material or the changes made by the Customer.

VI. Beginning, duration and termination of the Contract

1. The Maintenance and Service Contract becomes effective upon signature by both parties to the Contract.
2. The duration of the Contract shall initially be two years.
The duration of the Contract shall automatically and continuously be extended by one year, unless the Customer gives notice of the termination of the Maintenance and Service Contract three months before the expiry of the next period of the Contract in writing, or exercises his extraordinary right of termination in accordance with Item 8.
3. Keilmann Group can terminate the Contract if the Customer stops his payments completely or partially, he or Keilmann Group or any other creditor admissibly request insolvency proceedings (Sections 14, 15 Insolvency Act), or any other comparable legal proceedings, such proceedings are opened or the opening of such proceedings is rejected for a lack of assets, or execution measures against the Customer become known.
The rendered services shall be settled. Keilmann Group can claim damages for the non-performance of the rest.

VII. Transfer and amendment of special-purpose machines

- The Customer shall show Keilmann Group the extension, transfer, partial changes and/or any other reconstruction measures performed on the machine. This should be performed before the measures are taken.
Keilmann Group shall not be liable for any defects, damages or any other consequences occurring in the course of the measures taken by the Customer; Keilmann Group is also not liable if these do not object to the announced plans of the Customer.
Keilmann Group is entitled to terminate the Maintenance and Service Contract without giving notice if the machines listed under Section 1 Item 1 are transferred to countries outside the European Union.

VIII. Final Clauses

1. Place of jurisdiction for all legal disputes between Keilmann Group and the Customer in connection with this Contract shall be Darmstadt (Germany).
2. For any legal relationships between Keilmann Group and the Customer from or in connection with this Contract, the law of the Federal Republic of Germany shall be governing, excluding the UN Sales Conventions.
Insofar as ROM I and EuGVVO (European Jurisdiction and Enforcement Regulation) are applicable, the Amtsgericht Wedding (Berlin) shall be the court competent for the European summary proceedings for order to pay debts.