

GENERAL TERMS AND CONDITIONS FOR ONLINE ORDERS

AS AT 10/2021

1. General information – Scope

- 1.1 For our deliveries that we provide within the scope of our shopping cart system on our websites www.balluff.com.cn/en-cn/ and www.balluff.com.cn/zh-cn/ (hereinafter referred to as „shopping cart system“), our General Terms & Conditions below apply exclusively to online orders (hereinafter referred to as „terms and conditions“). We do not accept your conflicting, deviating, or general terms and conditions, which are not defined in these terms and conditions, unless we have granted express written consent authorized by chopping the company's seal (including the special seal for contract) on such agreements. This also applies when we execute the delivery without reservation with full knowledge of conflicting conditions or conditions not defined in our terms and conditions.
- 1.2 Our terms and conditions apply only to natural persons, legal persons and organizations without legal person qualifications that engage in the production or business operations of goods or provide services.

2. Conclusion of contract – Technical steps of concluding a contract

- 2.1 The presentation of the products on our website does not represent a legally binding offer of contract by us, but only a non-binding invitation to you to order products. You submit a binding offer when you go through the order process entering the relevant details and click on the button „Order with an obligation to pay“ in the last step. We confirm receipt of your order immediately with an automatically generated e-mail (order confirmation). This is not an order acceptance, which is sent by us in the next step, and which leads to the conclusion of a contract.
- 2.2 The technical steps of concluding a contract are as follows: on our websites www.balluff.com.cn/en-cn/ and www.balluff.com.cn/zh-cn/ you go to a display of individual products using the product selector or by entering the search term directly. You can place the individual products in the shopping cart without obligation by clicking on the „Add to shopping cart“ button. You can view the items in the shopping cart at any time without obligation by clicking on the „Shopping cart“ button. Using the trash symbol you can remove the selected products again from the shopping cart. If you want to purchase the products in the shopping cart, click on the „Pay“ button, whereby a new page is opened. You can now complete the purchase either as a registered customer or guest (without registration). For registration you must enter your e-mail address and click on the button „Continue with customer registration“. Using your e-mail address, and if necessary other details entered by you, we check if you are already an existing customer of Balluff - your authorization to use the shopping cart system. You create your own password, which is assigned to your e-mail address (your login), in the course of registration; you do not need to register again for future orders; simply enter your e-mail address and password. In the next intermediate step you have the option to change the details for the billing address and delivery address. For this purpose we show you the addresses you entered during the registration process (for new customers) or the addresses that are stored in the ERP system (for existing customers). You also have the opportunity again to review all details and make any necessary corrections using the delete and change function. If you want to complete the purchase as a guest (without registration), click on the button „Without registration“ and enter your company details and address once in the next step. Also here you have the option to correct your details using the delete and change function. In the final step you can select and correct the method of payment and complete the order process by clicking on the button „Order with an obligation to pay“. We save the contract text of the order. You can save and print the contract text and these terms and conditions, which are made available on a linked page. You can view previous orders in the customer area under „My orders“.

3. Disclosure requirements – Password

- 3.1 You are obligated to furnish true and complete information when using the shopping cart system. Whenever data, particularly name, address, and e-mail address change, you are required to notify us immediately of these changes by changing the details in the shopping cart system. If you fail to provide this information, or provide false or incomplete data from the outset, we are entitled to terminate the contract, provided a contract has been concluded. You must ensure that the e-mail address you specified is accessible from the time you provided it and that the receipt of e-mails is not impossible due to forwarding, shutdown, or overloading of the e-mail account.
- 3.2 The password is required to submit the order. You are required to store the password carefully and use it in such a way as to preclude its loss or disclosure to unauthorized third parties. If the password is lost, you are obligated to inform us immediately thereof. This can also be done by e-mail. We will block the password-protected area immediately following receipt of the notification. If a third party receives knowledge of the password as a result of your negligent or improper use, then you shall be liable for the orders made with this password for their full amount up until the loss is reported.

4. Delivery – Delivery time – Extension of delivery times – Partial deliveries

- 4.1 The approximate, non-binding delivery date is specified for the individual products. You are notified of the valid, exact delivery date in the order acceptance. Unless expressly agreed otherwise, these dates are generally not fixed dates.
- 4.2 Unless otherwise expressly agreed upon, the delivery shall be conducted under the term DDP (Incoterms 2020) at the Buyer's designated delivery address.
- 4.3 The delivery is only made to locations in People's Republic of China ("PRC") .

- 4.4 The delivery date shall be extended to an appropriate extent, if
- the non-compliance with the delivery date can be traced back to an act of force majeure, i.e. unforeseeable, unavoidable and insurmountable objective conditions over which we have no influence and for which we are not responsible (e.g. official measures and orders (no matter whether these are applicable or not), wars, revolutions, embargos, pandemics, epidemics, fire, earthquakes flooding, storms, explosions, or other natural catastrophes, stoppages). This also applies if such an event occurs during a delay in delivery or with one of our sub-suppliers.
 - necessary permits or documentation from third parties to be procured by you are not provided on time;
 - the required information is not provided by you on time.
 - you have not fulfilled your contractual obligations, particularly the payment obligations in full.
- 4.5 To the extent to which this is reasonable, we are entitled to make partial deliveries, which we invoice separately.
- 4.6 If the delivery is delayed at your request or owing to circumstances for which you are accountable, then we are entitled to invoice you the costs arising from the storage after notification of the readiness for dispatch, at least 0.5% of the invoice amount for every week of the delay or part thereof, however, no more than a total of 10% of the invoiced amount. Both parties are entitled to prove that higher, lower, or no storage costs are incurred. The legal rights to terminate the contract and demand damages shall remain unaffected thereby.
- 5. Force majeure – Withdrawal – Reservation of timely and correct supply of incoming goods**
- 5.1 If we are unable to provide the delivery within an appropriate period owing to force majeure (cf. Clause 4.4), both parties have the right to withdraw from the contract, wholly or partly. The same shall also apply in the case of subsequent impossibility of contract performance, for which we are not responsible. Neither party shall be liable for claims against each other if it withdraws from the contract under such circumstance. If a party intends to withdraw from the contract for the reasons above, then it must immediately inform the other party thereof.
- 5.2 We shall be exempt from our delivery obligation if the correct goods ordered for performing the contract have not been delivered to us in due time.
- 6. Retention of title**
- 6.1 We reserve title to all the purchased goods until complete payment of your present and future claims to us which result from the current business connection. This also applies in case the payment for certain goods indicated by you has been made. We reserve the option to register the purchased goods on retention of title with the PRC Moveable Property Financing Unified Public Notice System. If you refuse to cooperate with us in such registration, we reserve the right to withdraw the goods at any time and consequently if the goods cannot be recovered by us, you shall be obligated to compensate all losses we may sustain thereof.
- 6.2 If you act in breach of contract, in particular if you fail to pay the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the retention of title. The demand for return also includes the declaration of withdrawal. If you do not pay the due purchase price, we may only assert these rights if we have previously set you a reasonable deadline for payment without success or if such setting of a deadline is dispensable under the statutory provisions.
- 6.3 Linkage, blending or processing of the goods shall take place on behalf of us as the manufacturer, but without any obligation for us. If (joint) title is terminated due to linkage, blending or processing, it is already now agreed that we shall acquire joint title to the new item in proportion to the value of the item supplied by us compared with the other goods at the time of linkage, blending or processing. You have to store the items of which we have (joint) title for us at no charge to ourselves.
- 6.4 Resellers are permitted resale of the goods in the course of ordinary business unless revoked. We may revoke this right of resale if (a) you stop payment, (b) you are in delay of payment, or (c) if there are indications for deterioration of property or other facts after conclusion of contract are given that corroborate the belief that our claim is endangered due to a lack of performance. For goods in which we have (joint) title, you hereby assign to us by way of retention of title all claims arising from resale of the goods delivered to third parties or from any other cause in law in the sum of the invoice value of the corresponding goods. On demand you are obliged to provide us with written declarations of assignment. You are revocable authorized to collect the assigned claims against the third party in the course of ordinary business in your name. This collection authorization may be revoked by the same reasons as the right of resale.
- 6.5 Pledging or collateral assignments are not permitted. You must inform us without delay in the event of an application for the opening of insolvency proceedings, of any seizure, confiscation, or other disposals or interventions by third parties.
- 6.6 We undertake at our discretion to release the collateral that we hold upon your request insofar as the value thereof exceeds the claim to be retained of title by more than 10 %.
- 7. Claims for defects – Complaints**
- 7.1 Unless expressly agreed otherwise, the quality and the suitability of the goods are regulated exclusively and definitively in the datasheet or the operating instructions for the respective product.
- 7.2 We agree that in a case of a claim for supplementary performance (rework or replacement), the cheaper variant shall be chosen, provided that you do not suffer any disadvantage thereby.
- 7.3 Any subsequent performance on our part shall generally only be carried out as a gesture of goodwill and without recognition of an obligation to perform, unless we have agreed otherwise with you or, we have expressly recognized a claim for subsequent performance against you before or in connection with the subsequent performance.
- 7.4 We shall bear - insofar as the complaint proves to be justified - the expenses necessary for the purpose of subsequent performance, provided that this does not result in a disproportionate burden for us.
- 7.5 Insofar as the expenses required for the purpose of subsequent performance are increased by the fact that you have taken the goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by you.
- 7.6 Complaints about incomplete or incorrect delivery must be notified to us in writing immediately, at the latest within one week after delivery (visual damage) or one month after discovery of the hidden defects. Otherwise, the goods we delivered shall be considered as compliant with the datasheet or the operating instructions.
- 7.7 We do not accept a restriction to your obligations to inspect and notify defects (particularly of the following from Art. 620 and 621 of PRC Civil Code).

- 7.8 The quality guarantee period of goods shall be 24 months from the date of delivery. If delivery was delayed for reasons beyond our control, claims for defects are subject to a limitation period of 24 months following transfer of risk or 24 months after we first notified you that we were ready to deliver (whichever period expires earlier). The aforementioned provisions shall not apply in cases of a liability for damage from injury to life, body or health as well as in cases of a liability for damage arising from an intentional or grossly negligent breach of duty.
- 7.9 If a certain number of actuations or switching cycles is agreed for a product, this agreement applies until the limitation periods listed in Clause 7.8 above have lapsed. If the agreed number of actuations or switching cycles for a product is reached before the expiry of the limitation periods listed in the Clause 7.8 above, all claims resulting from such an agreement end therewith. Apart from that, the agreement of a certain number of actuations or switching cycles only takes effect if the product is used in the ambient conditions described in the respective datasheet or operating instructions.
- 7.10 Claims for defects are barred in the following cases:
- untimely and improper inspection and notification of defects i.a.w. Clauses 7.6 and 7.7;
 - subsequent unauthorized modification of the goods, unless it is proven that the defect did not arise from these changes;
 - defects arising from natural wear and tear, unintended use, or improper storage.
- 7.11 You may only demand compensation according to Clause 9.

8. Intellectual Property rights and copyrights – Defects of title

- 8.1 Unless expressly agreed otherwise, we are obligated to make the deliveries free of third-party intellectual property rights (hereinafter referred to as Intellectual Property rights“) only in the country of the place of manufacture and delivery. „Intellectual property rights“ to this effect are patents, designs, brands, including their respective registrations, as well as copyrights. If a third party lodges claims on the grounds of a violation of Intellectual property rights related to the products supplied by us, we shall be liable to you as follows within the period defined in Clause 7.8:
- 8.2 At our discretion and expense, we shall either obtain a right of use for the respective product, modify the product so that the Intellectual property right is not violated, or exchange the respective product. If we are unable to do this under reasonable conditions, you may withdraw from the contract or reduce the contract price. Our obligation to provide damages is based on Clause 9.
- 8.3 The aforementioned obligations shall only exist to the extent that you immediately inform us in writing of the claims asserted by the third party, have not acknowledged a violation, and leave any protective measures and settlement negotiations to our discretion.
- 8.4 Your claims are excluded if you are solely responsible for the violation of Intellectual property rights.
- 8.5 Your claims are also excluded if the violation of the Intellectual property rights is caused by an application that was not foreseeable by us or caused by the fact that the product is subsequently modified by you without authorization.
- 8.6 Further claims or claims other than those stipulated in Clause 8. against us or our vicarious agents owing to a defect of title are excluded.

9. Liability

- 9.1 We shall be liable for damages and compensation of expenses which incurred in advance of performance of the contract in reliance on obtaining subsequent performance of the contract (hereinafter referred to as „damages“) for defects with the delivery or due to the infringement of other contractual or non-contractual obligations, including but not limited to illicit acts, only in the case of intent or gross negligence. The above liability limitation does not apply to injury to life, limb or health or liability under the Law of the PRC on Product Quality.
- 9.2 Damages for material breach of contract are limited to compensation for typical contractual losses that we had to have foreseen as a possible consequence upon entering into the agreement due to circumstances known to us, except in cases of intent or gross negligence or injury to life, limb or health, or liability under the Law of the PRC on Product Quality.
- 9.3 Typical contractual and foreseeable losses within the meaning of Clause 9.2 are:
- a) per loss event: losses totaling no more than the net purchase price of the contract in question.
 - b) per calendar year: losses totaling no more than the net sales amount at which you acquired products from us in the previous calendar year. In the first contract year, losses totaling no more than the net sales amount at which you acquired products from us prior to the loss event.
- 9.4 In any case typical contractual and foreseeable losses under Clause 9.2 do not include indirect losses (such as lost earnings or losses resulting from production interruptions).
- 9.5 Irrespective of Clause 9.3 and Clause 9.4, when determining an amount, which we have to pay you as damages, our economic circumstances, the nature, scale and duration of the business relationship, any possible contributions to the cause and/or fault on your part in accordance with Art. 592 of PRC Civil Code and a particularly unfavorable installation position of the product, shall be taken into appropriate consideration in our favor. Any compensatory damages, costs, or expenses to be borne by us must be proportional to the value of the product.
- 9.6 All liability limitations shall also apply to breaches of duty by persons whose fault we are responsible for according to statutory provisions.
- 9.7 A change to the burden of proof to your disadvantage is not associated with the aforementioned provisions.
- 9.8 Material breach of contract within the meaning of Clauses 9.1 and 9.2 is a breach of an obligation making it impossible to achieve the purposes of the contract.

10. Prices – Payment terms

- 10.1 Our prices are net prices exclusive of the statutory value added tax, packaging costs, and shipping costs (flat shipping rate). The price shall be authorized by special seal for contract on the order acceptance.
- 10.2 We offer you the following payment options:
- Advance payment:** You are obliged to transfer the invoice amount to our account before we start with delivery. Delivery will only be made if we have received payment. We shall provide the account details in the order acceptance.
- Invoice:** For payment on invoice, you are obliged, unless expressly agreed otherwise, to transfer the invoice amount to our account stated on the invoice in accordance with your individual payment terms.
- 10.3 An additional transportation surcharge of CNY 50 will be charged for each small order with a net value below CNY 500.

- 10.4 If the costs to us of performing our obligations under any contract with you shall be varied by reason of the creation or amendment after the date of quotation of any law or of any order regulation or by-law having the force of law or any applicable standard, the amount of such increase or decrease shall, as applicable be added to or deducted from the contract price. This includes varying costs of customs and excise duties, levies, charges, imposts and the like. For the purpose of Clause 10. of these terms the expression 'cost' is deemed to include overheads and interest paid by us.
- 10.5 Exchange rate variation payable shall be calculated at the rate of exchange actually paid by us against the exchange rate in the quotation. If prices are expressed in different currencies and you seek or require payment in any different currency, you shall bear any foreign exchange risk arising from such payment.
- 10.6 Payment shall not be deemed to have been made before we have received the payment. Should you make default in respect of any payment due to us then we shall have the right, in addition to all other rights to which we are entitled at law, to: (a) charge interest on the overdue amount at three percent (3%) above the rate charged to us by our major banker for overdraft accommodation and calculated from the due date of payment to the actual date of full and final payment. Any payment subsequently made by you to us shall be credited first against any interest so accrued; (b) suspend all deliveries or works and any contract period shall be extended by the period of the suspension; or (c) terminate the contract.
- 11. Offsetting – Securities – Assignment**
- 11.1 Offsetting your claims against ours is only permitted if we have recognized your claims, your claims are undisputed or legally established, or are closely related to our claim (synallagmatic contract). The same shall also apply to rights to withhold performance; you are authorized to exercise a right of retention in as far as your counterclaim results from the same contractual relationship, except for movables over which a retention is not permitted by the PRC Laws.
- 11.2 If there are actual indications of material deterioration of assets after conclusion of the contract or if there are other facts or facts that become known after conclusion of the contract that justify the assumption that our claim for consideration is jeopardized by a lack of funds, we are entitled to demand appropriate securities for our services and/or revoke any payment terms granted, also for other receivables. If you do not provide the appropriate collateral that is requested by us within a reasonable period, we may withdraw from the contract. Existing claims from services already provided or on account of delay, as well as our rights from Art. 525 and 526 of the PRC Civil Code, remain unaffected thereby.
- 11.3 The assignment of claims from this contractual relationship is only permitted following our prior written consent. No such entitlement to the granting of such consent arises.
- 12. Obligations in the case of resale**
- 12.1 In the case of resale of the delivery item, you are obligated to adhere to the provisions of the German Law on Foreign Trade and Payments (AWG), German foreign trade regulations (AWV), the EU Dual Use Regulation (Regulation (EU) No. 428/2009), the US Export Administration Regulations (EAR) and PRC Export Control Law - in their respective valid versions – and to pass this contractual obligation on to your customers accordingly.
- 12.2 You shall reimburse us for all losses and costs arising from the culpable non-compliance of the duties stipulated in Clause 12 and indemnify us from any third-party claims lodged against us in this connection.
- 13. Return of electrical equipment – Return of packaging**
- You agree to dispose of delivered products after the end of their use at your own expense in accordance with Regulations on the Administration of Recycling and Disposal of Waste Electrical Appliances and Electronic Products of PRC, Art. 625 of the Civil Code of PRC and other applicable laws and regulations. You shall contractually oblige commercial third parties to whom you pass on the delivered products to ensure that these third parties properly dispose of the products at the end of their use and at their own expense in accordance with the Regulations on the Administration of Recycling and Disposal of Waste Electrical Appliances and Electronic Products of PRC, Art. 625 of the Civil Code of PRC and other applicable laws and regulations, and to impose a corresponding further obligation in the event that the products are passed on again. If you violate your obligation to pass on the obligations to your customers, you are obliged to take back the delivered products at your own expense after the end of their use and to dispose of them in accordance with the Regulations on the Administration of Recycling and Disposal of Waste Electrical Appliances and Electronic Products of PRC, Art. 625 of the PRC Civil Code and other applicable laws and regulations. Provided we are legally obligated to do so, we will return the transport packaging at your request. You shall bear the costs for the return of the transport packaging.
- 14. Data privacy**
- We shall only collect, process, and store personal data exclusively in accordance with the provisions of the European General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG-neu) PRC Personal Information Law (Draft) and the PRC Data Security Law. We provide additional information within the framework of our [privacy statement](#).
- 15. Place of performance – Place of jurisdiction – Applicable law – Language**
- 15.1 The place of performance for all obligations from the contractual relationship is Shanghai, the PRC.
- 15.2 It is agreed that any dispute, controversy, claim or difference arising out of or relating to the contract between Seller and Buyer shall be settled through friendly consultations. In case an agreement can't be reached through consultation, the dispute, controversy, claim or difference shall be settled before a competent court in Pudong Shanghai. The defeated party shall bear all court fees and reasonable legal fees incurred by the prevailing party.
- 15.3 The PRC law applies exclusively to the exclusion of the conflict of laws.
- 15.4 The English and Chinese versions of the General Terms and Conditions for Online Sales shall be equally authentic. In case of any discrepancy or conflict between the two versions and such discrepancy or conflict shall not be settled by applicable statutory interpretation, the Chinese version shall prevail.

Supplementary software conditions

For the use of separately purchased software („Software as a Product“), our Terms and Conditions for the licensing of standard software for a fee or our Terms and Conditions for the free licensing of standard software or our Terms and Conditions for the adaption of standard software (customizing) in return for a fee shall apply with priority. Insofar as software is included in the scope of delivery of a Product and this is made available for use, whether for payment or free of charge, the following provisions shall apply in addition, whereby in the event of contradictions between the above and the following provisions with regard to Software, the following provisions shall take precedence:

16. Rights of use

- 16.1 We grant you the non-exclusive right to use the software for its intended purpose. The scope of intended use can be found in the respective software datasheet or the operating instructions for the software. The right of use is limited to the agreed period, in the absence of such an agreement the right of use is for an indefinite period.
- 16.2 You may only use the software with the hardware stated in the datasheet or the operating instructions, in the absence of such reference only with the Product delivered together with the software. The use of the software with another device requires our prior written consent; in the case of culpable breach of this obligation, we are entitled to demand an appropriate additional remuneration. Further claims remain unaffected thereby.
- 16.3 If several devices are mentioned in the datasheet or operating instructions, you may only use the software on one of these devices at the same time (single license), unless a multiple license (cf. Clause 16.11) has been agreed. If there are several workstations for one device where the software can be used independently, then the single license only covers one workstation.
- 16.4 The licensing of the software is effected solely in machine-readable format (object code).
- 16.5 You may only make one copy of the software which can be used for backup purposes only (backup copy). Apart from that, you may only copy the software if a multiple license has been agreed as an exception.
- 16.6 Except in the cases of decompilation, you are not entitled to change, reverse engineer, or translate the software, or remove parts thereof. You may not remove alphanumeric and other identifications from the data carriers. They are to be transferred unmodified to every backup copy.
- 16.7 If there is a termination reason under these terms and conditions, the contract or other applicable laws and regulations or if we have in written accepted a request from you concerning this matter, we grant you the revocable right to transfer the right of use to the software to third parties. A transfer to a third party may only be effected together with the Product that you purchased in connection with the software. In the case of a transfer of the right of use to third parties, you shall ensure that no further rights of use to the software are granted to the third party other than you are entitled to according to these terms and conditions and those in the respective datasheet or the operating instructions, and that the third party shall be obliged to comply with at least the same obligations as are imposed herein with regard to the software. In the case of a transfer, you may not retain any copies of the software.
- 16.8 You are not entitled to grant sublicenses.
- 16.9 If you transfer the software to a third party, then you are responsible for compliance with any export requirements and shall indemnify us against any and all such cases of a culpable breach of duty.
- 16.10 Provided that we license you software, for which we only have a derived right of use (third-party software), the terms of use agreed between us and the licensor shall apply in addition to the provisions of these supplementary software conditions and also take precedence. If and to the extent that we license you open source software, the terms of use governing the open source software shall apply in addition to the provisions of these supplementary software conditions and also take precedence. We shall make reference to the existence and terms of use of licensed third-party and open source software in the datasheet or the operating instructions, as well as give you access to the terms of use upon request. In the case of a breach of these terms of use, as well as ourselves, our licensor is also entitled to assert any and all claims and rights in their own name.
- 16.11 You require a right of use to be agreed separately for using the software on several devices or simultaneously at several workstations. The same shall apply to the use of the software in networks, even if the software is not copied. In the aforementioned cases (hereinafter referred to as „multiple license“), the following provisions (a) and (b) apply in addition to the provisions according to 16.1 to 16.11 and also take precedence:
 - a) A prerequisite for a multiple license is express written confirmation from us about the number of permissible copies which you may create of the software, and about the number of devices or workstations on which the software may be used. For multiple licenses Clause 16.7 applies, however, on condition that the multiple licenses may only be transferred by you to third parties if they are transferred together and with all devices on which the software may be used.
 - b) You shall observe the instructions on copying provided by us together with the multiple license. You shall keep logs of the locations of all copies and present these to us on request.

17. Transfer of risk

When software is licensed using electronic communication media, for example via the Internet, the danger of accidental loss and accidental deterioration of the software shall pass to you when the software leaves our sphere of influence (e.g. at the time of download).

18. Obligations to cooperate and liability

- 18.1 You shall take all necessary and reasonable measures to prevent or restrict damage by the software. In particular, you shall ensure the regular backup of programs and data.
- 18.2 If you are in culpable violation of this obligation, we shall not be liable for the consequences, particularly not for the replacement of lost or damaged data or programs. A change to the burden of proof is not associated with the aforementioned provision.

19. Material defects

- 19.1 The parties agree that software generally cannot be created without errors; this also applies to the software covered by these terms and conditions.

- 19.2 Material defect claims related to the software become time-barred within 12 months of the transfer of risk. The aforementioned provisions shall not apply in cases where the Art. 188 of PRC Civil Code prescribe longer limitation periods and in cases of a liability for damage from injury to life, body or health as well as in cases of a liability for damage arising from an intentional or grossly negligent breach of duty.
- 19.3 Software is considered to have a material defect only if you can prove that there are reproducible deviations from the specification in the datasheet or the operating instructions. A material defect does not exist if it does not appear in the version of the software last transferred to you and its use is deemed reasonable for the buyer.
- 19.4 Material defect claims do not exist
- for damage arising as a result of incorrect or negligent use of the software
 - for damage arising from special external factors that are not preconditions in accordance with the contract
 - for modifications made by you or third parties and the consequences
 - for software expanded by you or a third party beyond an interface envisaged by us for this purpose
 - in a situation where the software is not compatible with the data processing environment used by you.
- 19.5 The claim for supplementary performance is fulfilled as follows in the case of software: We provide you with a new edition (Update) or a new version (Upgrade) of the software, provided we have such or it can be procured by us at a reasonable cost.

20. Intellectual property rights and copyrights – Defects of title

If a third party lodges claims on the grounds of a violation of intellectual property rights in relation to the software, we shall be liable according to Clause 8 within the period defined in Clause 19.2.

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