

The design of the safety control of machines as per the Directive on machinery 2006/42/EC must be consistent with the contractor's risk assessment and be executed in accordance with the requirements of the Directive on machinery 2006/42/EC as well as EN ISO 13849. In order to be included in the Prinzinger-Pfeiffer Security Concept and to adhere to statutory provisions, the design of the safety control as well as the combination of signals with Prinzinger-Pfeiffer GmbH's machine components must be coordinated with Prinzinger-Pfeiffer GmbH.

Documentation: At the point in time of delivery of the contract item, the contractor must provide operating manuals, circuit diagrams, inspection documents and spare parts lists in accordance with the provisions of the Directive on machinery 2006/42/EC. The aforementioned also applies for "machines to be mounted" in accordance with the Directive on machinery 2006/42/EC. The documentation must at least be supplied in electronic form in order to enable a translation of the documents into the language of the country in which the machine will be delivered (statutory requirements of the final supplier in accordance with the Directive on machinery 2006/42/EC). Insofar as the contractor is in possession of the operating instructions in our end customer's local language, these must be provided to Prinzinger-Pfeiffer GmbH at no cost.

§ 4.2 Requirements for pressure equipment as per the Directive on pressure equipment 2014/68/EU:

The contractor must deliver a declaration of conformity based on the requirements of the Directive on pressure equipment 2014/68/EU.

Documentation: At the point in time of delivery of the contract item, the contractor must provide the documentation department of Prinzinger-Pfeiffer GmbH with the operating manuals, circuit diagrams, - inspection documents and spare parts lists in accordance with the provisions of the Directive on pressure equipment 2014/68/EU. The documentation must at least be supplied in electronic form in order to enable the translation of the documents into the language of the country in which the machine will be delivered (statutory requirements of the final supplier in accordance with the Directive on machinery 2006/42/EC). Insofar as the contractor is in possession of the operating instructions in our end customer's local language, these must be provided to Prinzinger-Pfeiffer GmbH at no cost.

§ 4.3 Requirements for equipment and protective systems intended for use in potentially explosive atmospheres (ATEX), in terms of the Directive on explosion protection 2014/34/EU:

The contractor must deliver a declaration of conformity to Prinzinger-Pfeiffer GmbH based on the requirements of the Directive on explosion protection 2014/34/EU.

Documentation: At the point in time of delivery of the contract item, the contractor must provide the documentation department of Prinzinger-Pfeiffer GmbH with the operating manuals, circuit diagrams, inspection documents and spare parts lists in accordance with the provisions of the Directive on explosion protection 2014/34/EU. The documentation must at least be supplied in electronic form in order to enable a translation of the documents into the language of the country in which the machine will be delivered (statutory requirements of the final supplier in accordance with the Directive on machinery 2006/42/EC). Insofar as the contractor is in possession of the operating instructions in our end customer's local language, these must be provided to Prinzinger-Pfeiffer GmbH at no cost.

§ 5 Deadline safeguard amount

If the contractor exceeds the delivery dates, we will charge a deadline safeguard amount of 0.2% of the contract value for each calendar day the delivery date is exceeded, however no more than 5% of

§ 6 Prices

property remains unaffected; claims from defective titles going beyond this do not have a statute of limitations period as long as third-party rights, especially in regard to a failing statute of limitations, may still be made against us.

§ 14 Completeness of the trade/assembly

The contractor guarantees the completeness of his trade/assembly for the intended purpose. The contractor even guarantees this if individual parts of the trade/assembly are not – or not completely – described.

§ 15 Product liability / exemption

If the contractor is responsible for product damage or personal injury then they must release us from any third-party claims, since the grounds for the damage are within their area of responsibility and organisation and because the contractor themselves is liable to third parties. In accordance with §§ 683, 670 of the German Civil Code (BGB), within the scope of this duty to release, the contractor must compensate the expenses arising from a third-party claim including the expenses for a product recall executed by us. We will instruct the contractor on content and scope of recalls – insofar as possible and reasonable – and will provide the contractor with the opportunity to make a statement. Further legal claims remain unaffected.

The contractor must conclude and retain product liability insurance with an insured amount of at least €10 million per person/property damage.

§ 16 Liability for environmental damages

The contractor is liable for all damages resulting from a breach of the regulations of the environmental protection rights

§ 19 Place of jurisdiction

The place of jurisdiction is the location of the court of law competent for us or – based on our selection – the contractor's place of business, insofar as the contractor is a businessman in the sense of the German Commercial Code, a legal entity under public law, or a special fund under public law.

§ 20 Applicable law

Additionally to the provisions of the contract, only the laws of the Federal Republic of Germany applicable for the legal relationships of domestic parties apply. That also applies to foreign transactions. Prerequisites and effectiveness of the retention of title are subject to the laws of the respective location of the object, insofar as the selected choice of law is ineffective or inadmissible in favour of German law.

§ 21 Nondisclosure

The contractor is obligated not to publish, forward to third parties, or use for its own business purposes any of the existing documents or those that are created within the scope of the contract processing or any of the knowledge and information about us gained within the scope of the contract awarding and