Appendix attached to the Orgalim general conditions M 17 regarding necessary adaptations to German law

October 2017

Where the Contract is governed by German Law (cf. clause 44 of the Orgalim Conditions), the present amendment shall apply jointly with the Orgalim Conditions in order to pay due regard to the provisions of the German Civil Code *BGB* concerning general terms and conditions.

regarding clause 23, last paragraph (amendment):

"The limitation of liability does not apply in the event of intent or Gross Negligence according to Clause 2 or in the event of a negligent breach of a fundamental condition of the contract ("*wesentliche Vertragspflicht*") of the Contractor. In the latter case, liability for slight negligence shall be limited to reasonably foreseeable damage that is intrinsic to the contract."

regarding clause 33, last paragraph (amendment):

"This limitation of the Contractor's liability shall not apply if he has been guilty of intent or Gross Negligence according to Clause 2 or where an injury or the death of a person is caused through negligence.

Furthermore, the limitation of liability shall not apply in cases of negligent breach of a fundamental condition of contract ("*wesentliche Vertragspflicht*"). In the case of slight negligence, the Contractor shall be liable only for reasonably foreseeable damage that is intrinsic to the contract.

The said limitation of liability shall also be inapplicable in the case of strict liability under the Product Liability Act ("*Produkthaftungsgesetz*") for defects causing death or personal injury, or damage to items of property used privately. Furthermore, the said limitation of liability shall not apply in the case of defects the Contractor has fraudulently concealed or whose absence he has guaranteed."

regarding 35 (amendment):

"This limitation of the Contractor's liability shall not apply if he has been guilty of intent or Gross Negligence according to Clause 2.

Furthermore, the limitation of liability shall not apply in cases of negligent breach of a fundamental condition of contract ("*wesentliche Vertragspflicht*"). In the case of slight negligence the Contractor shall be liable only for reasonably foreseeable damage that is intrinsic to the contract.

Nor shall the said limitation of liability apply in the case of strict liability under the Product Liability Act ("*Produkthaftungsgesetz*"). Furthermore, the said limitation shall not apply in the case of damage attributable to fraudulent concealment or under a specific guarantee granted."

regarding clause 36, second paragraph, last sentence (to be replaced by the following):

"This limitation of the Contractor's liability shall not apply if he has been guilty of intent or Gross Negligence according to Clause 2 or where an injury or the death of a person is caused through negligence.

Furthermore, the limitation of liability shall not apply in cases of negligent breach of a fundamental condition of contract ("*wesentliche Vertragspflicht*"). In the case of slight negligence the Contractor shall be liable only for reasonably foreseeable damage that is intrinsic to the contract.

The said limitation of liability shall also be inapplicable in cases of strict liability under the Product Liability Act ("*Produkthaftungsgesetz*") for defects causing death or personal injury, or damage to items of property used privately. Furthermore, the said limitation of liability shall not apply in cases of defects the Contractor has fraudulently concealed or whose absence he has guaranteed."

regarding 43 (amendment):

"This exclusion of liability shall not apply in cases of intent or Gross Negligence according to Clause 2 or where an injury or the death of a person is caused through negligence.

Furthermore, the exclusion of liability shall not apply in cases of negligent breach of a fundamental condition of contract ("*wesentliche Vertragspflicht*"). In cases of slight negligence, the Contractor shall be liable only for reasonably foreseeable damage that is intrinsic to the contract.

The exclusion of liability shall also be inapplicable in cases of strict liability under the Product Liability Act ("*Produkthaftungsgesetz*") for death or personal injury, or damage to items of property used privately. Furthermore, the said exclusion of liability shall not apply in cases of defects the Contractor has fraudulently concealed or whose absence he has guaranteed."

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Introductory note
Orgalim general conditions for maintenance of mechanical, electrical and electronic equipment - M 17

SCOPE OF USE

The Orgalim-General Conditions for Maintenance of mechanical, electrical and electronic equipment (M 17) are intended to be used where one company, the customer, employs another company, the contractor, to carry out technical maintenance of the customer´s equipment, under a contract which runs for a definite or indefinite period.

The General Conditions divide the services into preventive maintenance, i.e. measures taken in order to ensure the continued functioning of the equipment, and corrective maintenance, i.e. measures taken in order to remedy a defect which has occurred. The contractor´s obligations will usually comprise both preventive and corrective maintenance, but the conditions can also be used if only preventive maintenance is included.

The maintenance work performed under Orgalim M 17 mainly consists of traditional technical work. But since computer software today often forms a part of machinery and other industrial equipment, maintenance work may as well partly or solely consist of updating or adapting computer software, at least as far as corrective maintenance is concerned. Such work is also covered by Orgalim M 17.

According to Clause 25 the corrective maintenance shall, unless otherwise agreed, be paid on a time and cost basis. If the parties wish to include the corrective maintenance in a fixed fee, they may want to limit the extent of the corrective maintenance which is included in the fee. This can be done in several ways, for example by specifying the maximum number of hours of work or the maximum number of occasions.

These General Conditions are not intended for situations where no specific maintenance contract exists, i.e. where the contractor accepts to remedy a specific defect on an ad hoc-basis. In such situations the use of the Orgalim-General Conditions for repair - R 17 - is recommended.

Sometimes the contractor assigns to a third party to carry out the contractor's obligations towards the customer. This is explicitly regulated in Clause 42. Such arrangements are fairly common, e.g. when a contractor delivers a product to a purchaser and at the same time enters into a contract with the purchaser to carry out preventive maintenance of the product. If the product, for example, is delivered to a place geographically out of reach of the contractor's normal service organization, the contractor may find it more practical to subcontract the maintenance work to a third party. However, for the contractual relationship between the contractor and this third party, M 17 cannot be used. Neither can any other standard conditions supplied by Orgalim. For this situation, the parties are instead recommended to draft an individual contract and should for this purpose consider to seek expert legal advice.

CONTENTS OF THE INDIVIDUAL CONTRACT BETWEEN THE CUSTOMER AND THE CONTRACTOR

The parties must of course specify the extent of their respective obligations. They should do so in a separate written contract. Among the points to be covered are:

- a reference which makes it clear that M 17 apply to the contract;
- a specification of the equipment, which is subject to maintenance;
- whether and to what extent the contractor shall carry out both preventive and corrective maintenance;
- a detailed description of what is comprised in the preventive maintenance (for example the extent of the functional checks) and the time schedule for its performance;
- a list of wear parts, which are included in the preventive maintenance (see Clause 2);
- the number of hours/days within which the contractor shall commence corrective maintenance;
- the extent to which the customer shall keep a log of the operation and care of the equipment (Clause 7);
- technical documentation to be provided by the customer (Clause 18);
- the remuneration for preventive maintenance and the terms for payment (Clauses 24 and 28).

There are sometimes points where the parties may prefer to have a different rule from the one specified in the General Conditions. They may, for example, specify a different amount for the Contractor´s maximum liability for damage under Clause 35 or they may agree on a fixed fee to cover both preventive and corrective maintenance.

Amendments should however not be undertaken without expert legal advice.

The contractor is advised to seek adequate insurance to cover his liability.

If the parties have their domicile in the same country, they may consider to have possible disputes arising in connection with the Contract settled by the ordinary courts of their country. Court proceedings may often be cheaper and more practical than arbitration administered by the International Chamber of Commerce. By deleting the first paragraph of Clause 44, arbitration would be excluded in favour of settlement of disputes by the competent national courts. In that case the parties should preferably appoint a specific court.

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General conditions for maintenance of mechanical, electrical and electronic equipment

Brussels, October 2017

Preamble

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications of or deviations from them must be agreed In Writing.

Definitions

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:
   — **"Contract":** the agreement In Writing between the parties concerning maintenance to be performed by the Contractor and all appendices, including agreed amendments and additions In Writing to the said documents;
   — **"Equipment":** the specific object (objects), which is (are) subject to maintenance under the Contract;
   — **"Gross Negligence":** an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;
   — **"In Writing":** communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;
   — **"Wear Parts":** those parts of the Equipment, which shall be replaced under the preventive maintenance. The Contract shall identify the Wear Parts and the intervals at which they shall be replaced.

Scope of the maintenance

3. The Contractor undertakes to perform preventive and/or corrective maintenance to the Equipment to the extent specified in the Contract. The maintenance work shall, unless otherwise agreed, be performed at the premises of the Customer.

Preventive maintenance

4. Preventive maintenance shall be undertaken with proper skill and care at the times or at the intervals specified in the Contract. Unless otherwise agreed In Writing the preventive maintenance shall include:
   — checking the condition of the Equipment;
   — functional check;
   — adjustments, where appropriate;
   — provision and replacement of Wear Parts;
   — cleaning and necessary lubrication.

Corrective maintenance

5. Corrective maintenance shall be undertaken with proper skill and care in order to remedy any functional defects which have arisen in the Equipment. It shall be commenced without undue delay or within the time specified in the Contract. Unless otherwise agreed In Writing the corrective maintenance shall include:
   — fault tracing;
   — remedial work;
   — provision and replacement of spare parts;
   — functional check;
   — assistance at testing.

Contractor's maintenance report

6. Each time the Contractor has performed maintenance work he shall make a report In Writing containing his observations and measures taken. He shall provide a copy of the report to the Customer. The report shall, unless otherwise agreed, be in the same language as the Contract.

Customer's daily care. Log

7. The Customer shall be responsible for the necessary daily care of the Equipment. He shall, if so specified in the Contract, keep a log of the operation and the daily care of the Equipment.

Use of spare parts

8. Unless otherwise agreed, the Contractor and the Customer shall only use parts of the original brand or parts of equivalent quality when carrying out maintenance and daily care of the Equipment.

Contractor's exclusive right

9. The Customer shall not without the Contractor's consent In Writing, except as specified in Clauses 23 and 33, carry out or have others carry out the maintenance which under the Contract shall be carried out by the Contractor. If the Customer does so, the Contractor's responsibility for previously performed maintenance shall cease, unless the result of the maintenance is not affected by the Customer's measures.

Alterations to the equipment

10. The Customer shall without undue delay inform the Contractor by notice In Writing of any alterations in the Equipment or its operation or other measures taken by the Customer which may affect the Contractor's obligations under the Contract.

    If such alterations or measures significantly affect the Contractor's obligations, he is entitled to have the Contract amended. If the parties fail to agree on how to amend the Contract in respect thereof, the Contractor may, with immediate effect, terminate the Contract by notice In Writing to the Customer. In the event of such a termination, the Contractor shall also be entitled to compensation for the loss he incurs. The compensation shall be limited to 75 000 EUR or five times the yearly remuneration specified in the Contract, if this is a higher amount.

Price estimate. Payment in case of non-completion of corrective maintenance

11.1 Unless otherwise agreed, the Contractor shall in case of corrective maintenance on a time and cost basis provide the Customer with a price estimate after fault tracing, but before undertaking any remedial or other work. The estimate shall not be binding, but the Contractor shall inform the Customer without undue delay if it becomes apparent that the final price will exceed the estimate by more than 10 per cent.

11.2 If the Customer at any stage chooses not to proceed corrective maintenance or if the corrective maintenance work is not carried out or completed due to any other reason than negligence of the Contractor, the Customer shall pay the Contractor for the work he has performed and still has to perform for winding up the maintenance work at the Contractor's current rates, including fault tracing, making the price estimate and any documented costs incurred in performing the work.

11.3 If a lump sum has been agreed upon for the corrective maintenance work and if the Customer chooses not to proceed or if the maintenance work is not completed due to any other reason than negligence of the Contractor, the Contractor shall receive the lump sum, after deduction of costs which have not been incurred by the Contractor.

11.4 If the Parties have agreed that the Contractor shall carry out the

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corrective maintenance work for a lump sum and the Contractor, due to circumstances attributable to him, is not able to complete the work, then the Customer shall only be obliged to pay to the extent that he benefits from the Contractor's work.

Preparatory work and working conditions

12. If the maintenance work is to be carried out at the premises of the Customer, the Customer shall ensure that:

— a) the Contractor's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Provided that the Customer has been given notice In Writing in reasonable time, corrective maintenance may be performed outside normal working hours to the extent deemed necessary by the Contractor;

— b) he has, in good time before the agreed or notified date for starting the maintenance work, informed the Contractor In Writing of all relevant safety regulations in force at his premises. Maintenance work shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before the maintenance work is carried out and shall be maintained.

The Contractor shall inform the Customer of any special hazards that the maintenance work may entail;

— c) the Contractor's personnel are able to obtain suitable and convenient board and lodging in the neighbourhood of the Customer's premises and have access to internationally acceptable hygiene facilities and medical services;

— d) he has made available to the Contractor free of charge at the proper time at his premises all necessary cranes, lifting equipment and equipment for transport at the premises, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Customer. The Contractor shall specify In Writing his requirements concerning such cranes, lifting equipment, equipment for transport at the Customer's premises and measuring and testing instruments in good time before the agreed or notified date for starting the maintenance work;

— e) he has made available to the Contractor free of charge sufficient offices at his premises, equipped with telephone and access to the Internet;

— f) he has made available to the Contractor free of charge necessary storage facilities, providing protection against theft and deterioration of the tools and equipment required for the maintenance work and the personal effects of the Contactor's personnel;

— g) the access routes to the place where the maintenance is to be carried out are suitable for the required transport of the Contractor's equipment.

13. If the Contractor so requires, the Customer shall give all necessary assistance for the import and re-export of the Contractor's equipment and tools, including assistance with customs formalities. The assistance as such shall be provided free of charge.

14. The Customer shall give all necessary assistance to ensure that the Contractor's personnel obtain, in good time, visas and any official entry, exit or work permits and, if necessary, tax certificates in the Customer's country, as well as access to the premises. The assistance as such shall be provided free of charge.

Transport of Equipment and risk of loss and damage to Equipment where maintenance is carried out elsewhere than at the Customer's premises

15. The risk of loss or damage to Equipment while outside the Customer's premises for the purpose of maintenance shall be borne by the Customer, unless such loss or damage is due to negligence of the Contractor.

16. If not otherwise agreed, the Contractor shall arrange for the transport of the Equipment from and to the Customer's premises. The Contractor shall give appropriate notice In Writing to the Customer about the time and means of transport of the Equipment concerned from and to the Customer's premises.

17. Where the Customer is in delay in taking delivery of the Equipment concerned, the Contractor shall arrange for suitable storage at the Customer's risk and expense.

Technical documentation

18. The Customer shall in good time provide current technical documentation (e.g. drawings, descriptions, charts and instructions) in his possession, which is relevant for carrying out the agreed maintenance. The Customer shall further provide the log referred to in Clause 7. The Contractor may not use such documentation for any other purpose than to fulfil the Contract.

Notice of preventive maintenance

19. Unless the time for preventive maintenance is specified in the Contract, the Contractor shall notify the Customer at least one week in advance of the time when the preventive maintenance will be carried out.

Co-ordination of preventive and corrective maintenance

20. If corrective maintenance is carried out shortly before preventive maintenance is due, the Contractor may, with the Customer's consent In Writing, at the same time carry out the preventive maintenance.

For such co-ordinated maintenance, the Contractor may not charge the Customer for any costs which are already covered by the agreed fee for preventive maintenance.

If the times for preventive maintenance are specified in the Contract, they shall not otherwise be changed as a result of this deviation.

Customer's delay

21. The Customer shall immediately notify the Contractor if he cannot let the Contractor carry out the maintenance at the agreed or notified time. Any agreed time for completion of the maintenance shall then be extended as necessary having regard to all the relevant circumstances.

Regardless of the cause for such delay the Customer shall reimburse the Contractor any additional costs that the latter incurs due to the delay.

Testing after corrective maintenance

22. When the Contractor has completed the corrective maintenance he shall notify the Customer thereof In Writing. The Contractor shall thereafter assist the Customer in carrying out such tests as have been agreed upon or as are reasonably required in order to ascertain that the corrective maintenance work has been successfully completed.

Contractor's delay

23. If the Contractor, due to a lack of proper skill and care or otherwise due to negligence, fails to start or complete the corrective maintenance work at the agreed time, the Customer may by notice In Writing to the Contractor fix a final reasonable period for starting or completing the corrective maintenance work, which period shall not be less than one week.

If the Contractor fails to start or complete the corrective maintenance work within such final period, the Customer may himself undertake or employ a third party to undertake necessary corrective maintenance work.

Where successful corrective maintenance work has been undertaken by the Customer or a third party pursuant to the previous paragraph of this Clause 23, the Customer shall be entitled to compensation by the Contractor of the reasonable costs of such successful corrective maintenance work.

Where corrective maintenance work as stipulated under the previous paragraphs is not successful, the Customer may terminate the Contract by notice In Writing to the Contractor. The Customer shall then be entitled to compensation of the reasonable costs of the corrective maintenance work which was unsuccessfully undertaken by the Customer himself or by a third party employed by the Customer pursuant to the second paragraph of this Clause 23, and in addition to reimbursement of any remuneration which was already paid by the Customer to the Contractor pursuant to Clauses 25-27.

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If the Contractor, due to a lack of proper skill and care or otherwise due to negligence, fails to start or complete preventive maintenance work at the agreed time or within the agreed interval, the Customer may by notice In Writing to the Contractor fix a final reasonable period for starting or completing preventive maintenance work, which period shall not be less than one week.

If the Contractor fails to start or complete the preventive maintenance work within such final period, the Customer may terminate the Contract with immediate effect and claim compensation for any additional costs caused by the delay during the period until the earliest date for normal termination of the Contract.

Compensation of costs and reimbursement of the remuneration, as stated in the third and fourth paragraph as regards corrective maintenance work and compensation of additional costs as stated in the previous paragraph as regards preventive maintenance work respectively, shall be the sole remedies available to the Customer in case of a failure of the Contractor to start or complete maintenance work at the agreed time, as referred to in this Clause 23.

Remuneration for preventive maintenance

24. Unless otherwise agreed, the remuneration for preventive maintenance shall include payment for all work carried out by the Contractor and for Wear Parts, for time and costs for travel, board and lodging and transport costs.

If the Contractor's personnel are required to work outside their normal working hours or to spend time waiting due to circumstances attributable to the Customer, the costs therefor shall be invoiced separately in accordance with the rates currently applied by the Contractor.

The agreed remuneration shall be exclusive of any value added taxes and any other taxes, duties and dues levied on the invoice.

Remuneration for corrective maintenance

25. Unless otherwise agreed, the corrective maintenance carried out by the Contractor shall be paid on a time and cost basis. The Contractor's invoice for corrective maintenance shall specify the following items separately:
   — working time;
   — time and costs of travel, board and lodging;
   — transport costs;
   — costs of spare parts;
   — costs of other material which has been used;
   — waiting time, overtime and additional costs caused by the Customer;
   — other costs, if any.
26. When corrective maintenance is to be carried out for a lump sum, the agreed price shall be deemed to include all items mentioned in Clause 5. If the corrective maintenance is however delayed due to a cause not attributable to the Contractor, the Customer shall compensate the Contractor for:
   — waiting time and time spent on extra journeys;
   — costs and extra work resulting from the delay, including removing, securing and setting up the Equipment and repair equipment;
   — additional costs as a result of the Contractor having to keep his repair equipment at the Customer's premises longer than expected;
   — additional costs of journeys and board and lodging for the Contractor's personnel;
   — additional financing costs and costs of insurance;
   — other documented costs incurred by the Contractor as a result of changes in the maintenance program.
27. The charges for each item shall be in accordance with the rates and price lists currently applied by the Contractor.

The specified amount shall be exclusive of any value added taxes and any other taxes, duties and dues levied on the invoice.

Payment

28. Unless otherwise agreed, the remuneration for preventive maintenance shall be paid before the start of each contract period.

All payments under the Contract shall be made against invoice within 30 days after the date of the invoice.

Late payment

29. If the Customer fails to pay at the due date, the Contractor shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

The Contractor may in addition, after having notified the Customer thereof, suspend his performance of the Contract until he receives payment and, after completion of the maintenance work, retain the Equipment and other equipment of the Customer which may be in his possession, as far as allowed under the relevant law. The Customer shall in case of suspension further compensate the Contractor for any additional costs incurred due to the suspension and resumption of the maintenance work.

Liability for defects

30. The Contractor shall at his own cost remedy any defects in the maintenance work or in parts he has provided without undue delay after receipt of a notice under Clause 32 or after he himself discovered the defect.

Liability period

31. Unless otherwise agreed, the Contractor shall be liable for the preventive maintenance work during the currency of the Contract and for a period of twelve months after the Contract has expired. The Contractor shall be liable for corrective maintenance work for a period of twelve months after the work was performed.

The Contractor's liability for parts he has provided under the Contract shall only apply to defects which become apparent within twelve months after delivery to the Customer or – if the Contractor has installed the part(s) concerned during maintenance work – within 12 months after the work was completed.

Notice of defects

32. The Customer shall without undue delay notify the Contractor In Writing of any defect which appears in the work performed or in the parts provided by the Contractor.

If the Customer fails to give notice of a defect without undue delay he shall lose his rights in respect of the defect, except where the defect is such that it should have been apparent to the Contractor.

Contractor's failure to remedy defects

33. If the Contractor, due to a lack of proper skill and care, fails to fulfil his obligation under Clause 5 to remedy functional defects which have arisen in the Equipment or his obligation under Clause 30 to remedy defects in the maintenance work or in parts he has provided, the Customer may by notice In Writing to the Contractor fix a final reasonable period for completion of the Contractor's obligations, which period shall not be less than one week.

If the Contractor fails to fulfil his said obligations within such final period, the Customer may himself undertake or employ a third party to undertake necessary remedial work.

Where successful remedial work has been undertaken by the Customer or a third party pursuant to the previous paragraph of this Clause 33, the Customer shall be entitled to compensation by the Contractor of the reasonable costs of such successful remedial work.

Where remedial work as stipulated under the previous paragraphs is not successful, the Customer may terminate the Contract by notice In Writing to the Contractor. The Customer shall then be entitled to compensation of the reasonable costs of the remedial work which was unsuccessfully undertaken by the Customer himself or by a third party employed by the Customer pursuant to the second paragraph of this Clause 33, and in addition to reimbursement of any remuneration which was already paid by

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the Customer to the Contractor pursuant to Clauses 25-27.

Compensation of costs of remedial work and reimbursement of the remuneration, as stated in the previous paragraphs, shall be the sole remedies available to the Customer in case of a failure of the Contractor to remedy defects referred to in the first paragraph.

Measures to prevent damage

34. If defects in the Contractor's work or in parts provided by him may cause damage to the Customer's property, including the Equipment, the Customer shall immediately inform the Contractor In Writing. The Customer shall bear the risk of damage to his property resulting from his failure so to notify. The Customer shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Contractor. The Contractor shall compensate the Customer for the necessary costs for such measures to the extent that the Contractor would have been liable for the damage.

Liability for damage to the Customer's property

35. The Contractor shall be liable for damage to the Customer's property, including the Equipment, caused by the Contractor's negligence in connection with the maintenance work under the Contract. The Contractor's liability shall, unless otherwise agreed, for each occurrence be limited to 75 000 EUR or five times the yearly remuneration specified in the Contract, if this is a higher amount.

Limitation of liability

36. The Contractor's liability under these General Conditions does not cover defects or damage due to circumstances which are not attributable to the Contractor, such as incorrect use of the Equipment, incorrect daily care by the Customer (Clause 7) or incorrect measures under Clause 34. Nor shall the Contractor be liable for normal wear and tear.

Except as explicitly stated otherwise in these General Conditions, the Contractor shall have no liability for defective work, defective parts provided under the Contract or otherwise for his negligence. This applies to any loss, which may be caused in connection therewith, such as loss of production, loss of profit, loss of use, loss of contracts and any other consequential or indirect loss whatsoever. This limitation of the Contractor's liability shall not apply if he has been guilty of Gross Negligence.

If the Contractor incurs liability towards any third party for damage to property arising in connection with performance of the Contract, the Customer shall indemnify, defend and hold the Contractor harmless to the same extent as the Contractor's liability towards the Customer is limited under these General Conditions.

If a claim for loss or damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

The Contractor and the Customer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Equipment and arising in connection with the maintenance work. The liability between the Contractor and the Customer shall however be settled in accordance with Clause 44.

Force majeure

37. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorists acts and defects or delays in deliveries or work by sub-contractors caused by any such circumstance referred to in this Clause.

A circumstance referred to in this Clause, whether occurring prior to or after the formation of the Contract, shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

38. The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

39. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 37 for more than three months.

Contract period. Notice of altered remuneration

40. Unless otherwise agreed, the Contract is concluded for a period of one year and shall be extended by one year at a time, unless terminated by notice In Writing at least two months before the expiry of the current Contract period.

Unless the agreed remuneration is to be adjusted according to an index clause, the Contractor may after each year demand an increase of the agreed remuneration, provided that he informs the Customer In Writing of the remuneration he requires for the coming Contract period at least three months before the expiry of the current Contract period. If the Contract, after the Customer had received such information In Writing, is extended for another Contract period, the Customer shall be deemed to have accepted the revised remuneration for that period.

Termination

41. In addition to what is specified in Clauses 10, 39 and 40, each party may terminate the Contract with immediate effect if the other party commits a serious breach of the Contract and fails to remedy such breach within 30 days after notice In Writing of the breach has been sent. Termination shall be made by notice In Writing.

If the Contract is terminated under this Clause, the party terminating the Contract shall be entitled to compensation for the loss he incurs. Such compensation shall, unless otherwise agreed, be limited to the amounts stated in Clause 35.

Assignment. Subcontracting

42. Neither party may assign the Contract to a third party. The Contractor may, however, after notifying the Customer thereof In Writing, subcontract performance of the maintenance to a third party. The Customer shall be informed of the identity of the subcontractor. Such subcontracting shall not in any way affect the Contractor's obligations under the Contract.

Consequential losses

43. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

Disputes. Applicable law

44. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

The Contract shall be governed by the substantive law of the Contractor's country.

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