

# SERVICE AND SPARE PARTS TERMS AND CONDITIONS of BHS CORRUGATED Maschinen- und Anlagenbau GmbH



(Version: 01.03.2024)

## 1. Scope of application

1.1 These Service and Spare Parts Terms and Conditions of BHS CORRUGATED Maschinen- und Anlagenbau GmbH, Paul-Engel-Str. 1, D-92729 Weiherhammer (hereinafter referred to as "BHS CORRUGATED") apply to all contracts with Customers

- for the delivery of spare and wear parts;
- for the performance of repair and maintenance work as well as any other services;
- for Remote and iCorr® Services and
- for services provided under contracts for training and education.

The items listed under intends 2 to 4 above together also referred to hereinafter as "Services" (hereinafter referred to as "Service and Spare Parts Terms and Conditions/BHS CORRUGATED").

If, when placing the order, contrary to the reference to the applicability of these Service and Spare Parts Terms and Conditions/BHS CORRUGATED, the Customer refers to its own terms of contract, which are not individually agreed with BHS CORRUGATED, and if it subsequently accepts services from BHS CORRUGATED without objection, even though the applicability of the Service and Spare Parts Terms and Conditions/BHS CORRUGATED was referred to again in the order confirmation of BHS CORRUGATED, by accepting the first service the Customer implicitly declares its consent to the inclusion of the Service and Spare Parts Terms and Conditions/BHS CORRUGATED. This does not apply if the Customer immediately objects after the first receipt of spare parts or after the first announcement of a maintenance, repair or other service appointment or at the start of Remote or iCorr® Services by BHS CORRUGATED employees and sends back the parts or refuses the work/services.

These SERVICE AND SPARE PARTS TERMS AND CONDITIONS/BHS CORRUGATED can be accessed and printed out at [www.bhs-world.com](http://www.bhs-world.com), under "Terms and Conditions" and "Contact".

1.2 For future Contracts with the Customer for the delivery of spare parts, repair, maintenance and other services, at the conclusion of a maintenance Contract or a Contract for training, these Service and Spare Parts Terms and Conditions/BHS CORRUGATED, once included, shall apply in the version in force at the time of conclusion of the Contract without any further explicit reference thereto. BHS CORRUGATED is entitled to update the Service and Spare Parts Terms and Conditions/BHS CORRUGATED in the future. For future Contracts concluded for spare and replacement parts and services, the version of the Service and Spare Parts Terms and Conditions/BHS CORRUGATED valid on [www.bhs-world.com](http://www.bhs-world.com) at the time of the conclusion of the respective Contract shall apply.

1.3 Any amendments or additions hereto shall be agreed upon in writing for each individual contract. This also applies to a conditional waiver of the written form requirement in individual cases. § 127 (2) BGB (German Civil Code;" tele communications transfer and correspondence") applies.

1.4 For assemblies, the BHS CORRUGATED/Assembly Terms and Conditions also apply. These can be requested from BHS CORRUGATED at any time by phone, fax or email; see [www.bhs-world.com](http://www.bhs-world.com), then click "Terms and Conditions".

1.5 The prices shown in the BHS CORRUGATED online shop when the order is placed or the prices shown in an offer from BHS CORRUGATED on the basis of which the order is placed apply, unless other prices have been agreed in writing.

## 2. Conclusion of Contract

2.1 Offers of BHS CORRUGATED are subject to confirmation. A contract shall only be deemed to have been concluded upon a written order confirmation issued by BHS CORRUGATED, by signing a written contract by both parties or automatically by delivering the ordered parts to the Customer resp. by performing the ordered

services (in the following collectively referred to as "Contract").

2.2 For online orders, BHS CORRUGATED shall immediately confirm receipt of the order online. This confirmation of receipt is not an order confirmation within the meaning of Section 2.3.

2.3 Online orders require an order confirmation by BHS CORRUGATED for a Contract to be concluded. If BHS CORRUGATED determines that an error has occurred in the online shop concerning a product, prices or ability to deliver, BHS CORRUGATED will inform the Customer in a timely manner. The Customer may confirm the modification of its order. Otherwise, regarding online orders, no Contract will be deemed to have been concluded in the absence of acceptance of the order.

### 3. Subject matter of the Contract

3.1 BHS CORRUGATED agrees, to the extent agreed, to the delivery of the services as described in detail in the offer and in the order confirmation and its possible annexes or in a written Contract:

- spare and wear parts or other products such as tools;
- for the provision of personnel, tools and necessary travel to the installation site of machines and/or systems;
- repair, maintenance and other services within the framework of maintenance agreements to the extent in which BHS CORRUGATED has undertaken to provide them in accordance with the applicable maintenance agreement;
- to the Remote Services that the Customer has commissioned;
- education and training for the Customer's employees. These services provided by BHS CORRUGATED require, on the part of the Customer, sufficient professional qualifications of the Customer's employees and, if necessary, a good command of English.

3.2 In the case of a place of installation outside of the European Union the Customer will inform BHS CORRUGATED about all legal and technical regulation applicable for machine manufacturers regarding occupational safety requirements as well as all technical requirements for the production, delivery, installation, and operation of a machine or plant at its place of installation at the time of the signing of the contract or the placement of the order at the latest. This also applies within the European Union regarding (federal) state and municipal regulations enacted as laws, ordinances and statutes, etc.

3.3 Type and scope of the contractual services provided by BHS CORRUGATED:

- Unless otherwise agreed upon, BHS CORRUGATED shall render its services on work days (at BHS CORRUGATED' place of business), Monday to Friday between 8.00 am and 6 pm (CET).
- Depending on the kind of agreement between BHS CORRUGATED and the Customer in normal cases, drive times as well as costs for travelling and accommodation shall be included in the compensation agreed upon or shall be borne by the customer in addition.

Not included in the scope of services is work on power lines. Remedy of disruptions in the telephone or data transmission network as well as in the telephone system or on the Customer's computers.

3.4 Insofar as BHS CORRUGATED software is installed on a Product sold to the Customer or otherwise transferred to the Customer due to a contract with BHS CORRUGATED, BHS CORRUGATED grants the Customer a simple, non-transferable right of use for the object code of the software limited to the system on which the software of BHS CORRUGATED was installed. The Customer is not entitled to make changes and additions to the software. BHS CORRUGATED reserves the right to make changes and additions to the software during the term of the contract insofar as these do not affect the existing system, in particular interfaces with the Customer. The Customer has no right to decompile or otherwise reverse engineer the software, unless BHS CORRUGATED, despite several attempts within a reasonable time, is unable to eliminate defects that have occurred in the software and impede the operating procedure significantly, or to provide a workaround option reasonable for the Customer. The source code of any software of BHS CORRUGATED is not subject to any grant of a license.

Insofar as BHS CORRUGATED installs software from third parties on the object of the Contract, the above granting of rights is subject to the provision that BHS CORRUGATED itself has been granted a right of use by the third party for sublicensing or as a delivery item-related license. In case of questions regarding any specific license installed on the object of the Contract BHS CORRUGATED will provide the Customer with information on the respective individual license for software installed in the item delivered.

3.5 BHS CORRUGATED is entitled to commission subcontractors insofar as they are contractually bound by BHS CORRUGATED in a possible reciprocal confidentiality obligation between the Customer and BHS CORRUGATED.

3.6 Insofar as BHS CORRUGATED provides a VSE computer (VSE = virtual service engineer) or another computer for Remote Services/BHS CORRUGATED, which remains the property of

BHS CORRUGATED, at the operational site of the Customer's machines, the Customer shall have no right of use or access to the software installed on this/these VSE computer(s) or computer(s) of BHS CORRUGATED.

3.7 BHS CORRUGATED reserves all property rights and/or rights of possession as well as copyrights and other industrial property rights as well as the protection of business and trade secrets to the programs and data on a VSE computer or another computer of BHS CORRUGATED for Remote Services; to illustrations, drawings, calculations, computer programs; to data and databases to which the Customer has access, e.g. via the iCorr® platform of BHS CORRUGATED; to models, tools, offer documents and other items; as well as to technical or commercial knowhow, collectively referred to as "BHS CORRUGATED Information". These may not be made available for viewing by third parties or handed over in copy or as made available without the express written consent of BHS CORRUGATED; cf. Section 14 of these Service and Spare Parts Terms and Conditions/BHS CORRUGATED. BHS CORRUGATED Information may only be used by the Customer in connection with the examination of the BHS CORRUGATED offer as well as on the occasion of subsequent contractual performance and the contractual use of the technical equipment supplied and, if applicable, the Remote Services themselves. BHS CORRUGATED Information must be kept secret from third parties and must be protected by the Customer through in-house organizational and technical means or by third parties to the extent required to prevent unauthorized access. The Customer will provide BHS CORRUGATED with information on the type and scope of its protective measures for BHS CORRUGATED Information

3.8 Machines, tools, computers or other objects as well as data and data evaluations of or by BHS CORRUGATED, which are located at the site of the Customer or to which the Customer has access through or via BHS CORRUGATED, must be carefully stored or saved by the Customer, provided that the objects that are the property of or in the possession of BHS CORRUGATED are to be protected by the Customer through technical and organizational access regulations in such a way that no unauthorized persons can access them. Any losses, damages or unauthorized access must be reported to BHS CORRUGATED immediately. The Customer is strictly liable, regardless of fault, for (1) damage to and loss of the computer(s) loaned or rented to him as well as the machines, tools or other items, (2) for unauthorized copies, deletions or modifications of software and/or data owned or possessed by BHS CORRUGATED and (3) in the event of unauthorized access to the VSE computer(s) or other computer(s) for remote services and to

data and data evaluations of BHS CORRUGATED on the iCorr® platform of BHS CORRUGATED as well as in the event of a breach of confidentiality of the BHS CORRUGATED data named above in Section 3.7 above of the BHS CORRUGATED information.

3.9 By concluding the Service and Spare Parts Contract with BHS CORRUGATED, the Customer agrees that BHS CORRUGATED and any subcontractors of it may collect and process data (such as machine and production data) from the installation and operation of the Customer's machine and/or system by, transfer it to their own computers or those of their subcontractors and use it for the CORRUGATED operational purposes of BHS CORRUGATED and/or those of its subcontractors for an unlimited period of time (hereinafter jointly referred to as "Use of Data"), limited in extent by Section 4.3 (Data Protection for Personal Data) and Section 14 "Confidentiality" (below). The Customer is not entitled to compensation for this Use of Data.

3.10 The Customer warrants that the machines or systems for which it has placed an order for Remote and iCorr® Services to BHS CORRUGATED will be used in accordance with the instruction manuals and that neither the Customer nor any third party will make any changes or additions to or interfere with or in the machines/installation without BHS CORRUGATED being informed in advance.

#### 3.11 Availability of BHS CORRUGATED

Insofar as BHS CORRUGATED accepts 24/7 accessibility as a component of its Remote Services, this shall be on condition that the accessibility of BHS CORRUGATED is not prevented by force majeure or disruptions of the electricity, telecommunications, server and/or cloud connections within the area of responsibility of third parties (including BHS CORRUGATED's own contractors).

In the event of an interruption due to force majeure (see Section 7.4 below), the duration of the exception from the contractually agreed availability of BHS CORRUGATED is deemed to include the duration of the interruption itself and a reasonable period for the resumption of the agreed deliveries and services on a case-by-case basis.

3.12 The Customer shall ensure that the machines and systems for which BHS CORRUGATED is to provide maintenance or other services are neither removed from their location or altered, nor otherwise improperly treated or used or exposed to unfavorable environmental conditions. The Customer shall also ensure that the machines and plants are operated in accordance with the relevant operating manuals at any time. After an information by BHS CORRUGATED the Customer shall immediately implement all advised changes in the use of

machines or plants.. Insofar as the Customer deviates from instructions in operating manuals or in change notifications from BHS CORRUGATED or from a third-party manufacturer or uses operating equipment that has not been released by BHS CORRUGATED or a third-party manufacturer or does not take into account the Paper and Glue Specifications agreed with the Customer, resulting defect elimination and troubleshooting work shall not be part of the contractual maintenance obligation. BHS CORRUGATED shall be entitled to invoice such services at its usual prices set out in its price list.

3.13 The Customer must inform BHS CORRUGATED immediately of any malfunctions of machines or systems in accordance with its contractual obligations. Together with the error message, the Customer should give precise details of where the disruption occurred and provide BHS CORRUGATED with the support required by the Customer for rapid error analysis, including remote diagnostics, free of charge. The Customer has to keep the necessary technical documents and proof of repair and maintenance available at the installation site of the machine/system or make them available in scanned form by e-mail or online.

3.14 The Customer must provide employees of BHS CORRUGATED or third parties authorized by BHS CORRUGATED and commissioned with the performance of contractual obligations with unrestricted access to the machine/system and, if necessary, provide BHS CORRUGATED with the desired assistance in the performance of its obligations. If this support includes the provision of staff, those persons must be sufficiently qualified. Third-party staff must not be in competition with BHS CORRUGATED.

3.15 If BHS CORRUGATED and the Customer have agreed on an acceptance procedure, BHS CORRUGATED will create an acceptance report, on demand in the presence of the Customer, which provides a detailed list of all the work completed. The Customer shall immediately sign the acceptance report provided that there are no or only insignificant defects that do not impair the operability of the machine or system. If any faults or defects have been detected, they shall be included in the acceptance report and repaired by BHS CORRUGATED immediately or as soon as possible depending on the gravity of the fault or defect. If the Customer has not signed the acceptance report yet, it shall do so after such faults or defects have been repaired.

#### 4. Newsletter/Data Protection

4.1 BHS CORRUGATED notifies its Customers, after Customer contact is established, about products and services of BHS CORRUGATED and corporate activities via email.

If the Customer does not wish to receive any

further advertising or product and service information from BHS CORRUGATED, the Customer can unsubscribe via the address "[unsubscribe-newsletter@bhs-world.com](mailto:unsubscribe-newsletter@bhs-world.com)".

4.2 The collection, storage, transmission, and utilization of data at the Customer's premises for example in the course of the provision BHS CORRUGATED's Remote or iCorr® Services CORRUGATED is carried out using technology such as sensors on the machine/system in question and via input from the operating personnel during operation of the machine/system. Here, BHS CORRUGATED collects production and machine data.

4.3 Insofar as data that is personal to BHS CORRUGATED and/or its subcontractors and/or the Customer is collected as well, the parties will enter into a separate agreement to ensure data protection.

#### 5. Terms of Payment

5.1 Unless specifically agreed otherwise in the Contract, the prices of BHS CORRUGATED for spare parts, repair, maintenance and other services as well as for service contracts, which can be retrieved up by telephone, fax or e-mail from BHS, see [www.bhs-world.com](http://www.bhs-world.com), "Contact" or the prices stated in the BHS CORRUGATED online shop at the time the Contract is concluded, apply.

In the case of consignment stock solutions at the Customer's premises, the prices set out in the BHS CORRUGATED online shop at the time of withdrawal apply.

The prices are shown in euros and, in the case of deliveries and services, take into account provision ex works without VAT and without delivery costs such as packaging, freight costs, insurance, customs duties or other state-imposed charges on the occasion of a delivery to the Customer, which have the same economic effect as customs duties, excluding assembly etc. Any delivery and packaging costs incurred as well as VAT at the respective statutory rate will be charged additionally.

5.2 Insofar as BHS CORRUGATED uses spare parts, lubricants or other consumables on the occasion of assignments or travel and transport costs are incurred, these may be charged by BHS CORRUGATED at the then valid prices set out in the online shop or against proof in the amount of the invoiced amounts, unless otherwise contractually agreed in writing.

5.3.1 The prices of BHS CORRUGATED are based on the respective cost factors of service provision, production and purchasing in the German mechanical engineering industry at the time the Contract is concluded or the order is placed.

5.3.2 If the costs for the contractual services of BHS CORRUGATED up to the delivery or provision of the service undergo a significant change for



reasons for which BHS CORRUGATED is not responsible, that have an influence on the pricing of the delivery and/or Service of the previous net price, BHS CORRUGATED reserves the right to increase the net price to the extent of the cost increase since the conclusion of the Contract or placing of the order, less a business risk share for BHS CORRUGATED in the price concerned.

- 5.3.3 In the case of continuing obligations such as maintenance and service contracts, spare parts, corrugating rolls and upgrade contracts, BHS CORRUGATED is entitled to demand a renegotiation of the last contractually agreed remuneration from the Customer for the first time after a 1(one)-year contractual term, provided that significant cost changes have occurred at BHS CORRUGATED since then (see 5.3.1.), for which BHS CORRUGATED is not responsible, which have an influence on the pricing for the delivery and/or service that is the subject of the relevant continuing obligation. If a price change demanded by BHS CORRUGATED for continuing obligations amounts to more than 10% of the previous net price, the Customer has an extraordinary right of termination subject to a notice period of 3 months until the price increase request takes effect. A price change requires a notice period of at least four months before it comes into effect. Termination notices must be in writing to be effective.
- 5.4 Invoices of BHS CORRUGATED are to be paid by the Customer without deduction of discounts within 30 days of the invoice date to one of the bank accounts specified by BHS CORRUGATED. Payment dates agreed in the Contract are binding and take precedence over the above payment period.
- 5.5 If the Customer defaults on payment within the business relationship with BHS CORRUGATED or is in default of taking delivery or acceptance, BHS CORRUGATED is entitled to demand a prepayment, if applicable, in deviation from other contractual terms of payment, either for the spare parts to be delivered or for the expected cost of a call for Services.
- 5.6 All receivables of BHS CORRUGATED that have already arisen but have not yet become due shall be due immediately, irrespective of the term of any debited and credited bills of exchange or deferrals granted, if the Customer fails to comply with the contractual terms of payment or if BHS CORRUGATED becomes aware of circumstances that are suitable to reduce the creditworthiness of the Customer.

## 6. Subject to Availability in the Online Shop

Insofar as BHS CORRUGATED determines a lack of availability of the ordered products after conclusion of the Contract, BHS CORRUGATED may withdraw from the Contract within one week after receipt of the order.

## 7. Deadlines/terms of delivery

- 7.1 BHS CORRUGATED shall dispatch any spare parts ordered to the delivery address stated by the Customer as soon as possible. Should any delivery dates apply in an individual case, BHS CORRUGATED shall confirm the dates in writing unless such dates are already part of a written agreement.
- 7.2 The dates of any Services as well as the dates resulting from a maintenance agreement shall be mutually agreed upon between the Customer and BHS CORRUGATED. The prerequisite for the binding nature of response times is their express agreement. If agreed response times require BHS CORRUGATED employees to carry out work on weekends or public holidays that apply at BHS CORRUGATED's place of business, or if work is to be performed outside the normal working hours of Monday through Friday, 8:00 am to 6:00 pm, BHS CORRUGATED is entitled to calculate surcharges for this according to the price list.
- 7.3 BHS CORRUGATED shall choose an economically adequate way of transport for the dispatch of spare parts and tools.
- 7.4 Deliveries and services within Germany take place "ex works"; loading point/Loading edge at BHS CORRUGATED or sub-supplier. The risk of accidental destruction shall pass over to the Customer upon loading the products provided by BHS CORRUGATED for collection. International deliveries and services from Germany shall also be "Ex Works" (Incoterms 2020). Any packaging material shall not be part of the product and shall, on demand of BHS CORRUGATED, be returned to BHS CORRUGATED by the Customer free of charge or, if not required, be disposed of at its own expense.
- 7.5 BHS CORRUGATED shall be entitled to make part shipments if the nature of the products allows to do so.
- 7.6 In cases of force majeure such as
- in the event of a pandemic recognized by the government that has a specific impact on the fulfillment of the Contract by BHS CORRUGATED, or
  - in the event of operational disruptions for which BHS CORRUGATED is not responsible, such as lockouts, civil unrest, subcontractor delays for which BHS CORRUGATED
  - any other events that BHS CORRUGATED cannot prevent,
- as well as in similar actual situations such as
- substantial legal or administrative measures as for example punitive tariffs which increase the contract price for the product by more than 10% or other substantial non-tariff barriers as for example approval

requirements for products which increase the own costs of BHS CORRUGATED for the distribution of a product by more than 10%,

- any other events that BHS CORRUGATED cannot prevent, which were not known at the time of the conclusion of the Contract or issuing of the order confirmation, BHS CORRUGATED is entitled either to postpone delivery and/or the installation and/or commissioning for the duration of 1 year max, plus possibly a reasonable restarting time on part of BHS CORRUGATED as necessary from case to case, or
- if a performance of the Contract cannot be reasonably expected BHS CORRUGATED is entitled to withdraw from the Contract. In this case, reciprocal payments already made will be back processed as far as possible.

Instead of declaring to withdraw from the Contract, BHS CORRUGATED may request the Customer to amend the Contract so that the contractual scope of services already provided by BHS CORRUGATED remains with the Customer and the Customer pays the contractually agreed price, less any expenses saved by BHS CORRUGATED, unless this amendment to the Contract is unreasonable for the Customer. The Contract is amended by a unilateral written declaration by BHS CORRUGATED *vis-à-vis* the Customer. The objection on the basis of a lack of reasonableness has to be declared in writing by the Customer to BHS CORRUGATED. Until a decision is made regarding the justification of the objection, the contractual conditions of the existing Contract continue to apply, reduced accordingly by the scope of services not performed by BHS CORRUGATED.

In the event of a withdrawal of the Contract by BHS CORRUGATED, the Customer is entitled within a notice period of three weeks from the withdrawal of the contract by BHS CORRUGATED, to demand that the Customer retains the contractual scope of services already provided and pays the contractually agreed price to BHS CORRUGATED less any expenses saved by BHS CORRUGATED instead of the whole contract being reversed. In this case, the Parties hereby agree that the contractual conditions will apply accordingly reduced by the scope of services not provided by BHS CORRUGATED due to the withdrawal.

A claim for damages against BHS CORRUGATED arising from a delay in delivery, installation and/or commissioning due to the hindrance or due to a withdrawal of the Contract or a declared amendment to the Contract is hereby excluded.

- 7.7 If BHS CORRUGATED carries out the installation, the Installation Conditions/BHS CORRUGATED, which can be accessed and printed

out at [www.bhs-world.com](http://www.bhs-world.com), under "General Terms and Conditions" and "Contact", apply as well.

## 8. Customer's Obligations on Site with Respect to Installation Services

- 8.1 BHS CORRUGATED agrees to perform any installation work as set forth in the Contract. Unless explicitly mentioned there, the Customer has the obligation to provide such facilities or to carry out work that is required by the Customer in connection with the installation, in particular to install power supply lines or its own installation circuits for computer connections, to carry out masonry and caulking work, to install suitable industrial floors, or stationary safety installations, modifications to existing buildings or facilities and fire protection or noise protection measures.
- 8.2 The Customer shall provide the necessary lifting and conveying devices and personnel for the unloading, transportation on site as well as the assembly and installation of the products free of charge. Foundations or buildings must be completed at the time of delivery to the extent that assembly and installation can begin immediately. If, through no fault of BHS CORRUGATED, installation or start-up is delayed, the Customer shall bear the ensuing extra costs including any costs for personnel provided by BHS CORRUGATED.

## 9. Consignment Storage

If the Customer has a consignment storage set up by BHS CORRUGATED, the following provisions apply in addition to the relevant spare parts agreement:

- 9.1 The Customer shall make available a suitable space for the stock, which is clearly marked off from any other stock areas and lockable and which is exclusively used for parts from BHS CORRUGATED. The inventory management on site shall be carried out by the Customer in accordance with best practices. The Customer shall keep an inventory list, which is constantly updated when parts are added or removed noting the dates of such removal or addition. BHS CORRUGATED shall be immediately furnished with a copy of the current list on demand and/or enabling a physical inventory-taking.
- 9.2 Any packing, insurance and freight costs for the delivery of spare and wear parts will be invoiced, pro rata, if applicable, to the Customer the same way as the parts themselves upon delivery. In the case of lost parts or damaged or open packaging, the Customer shall pay the remaining purchase price. This shall also apply if the Customer uses the parts in a way not covered by an agreement with BHS CORRUGATED.
- 9.3 In the case of an extension of the stock on demand of the Customer, the spare parts summary at the Customer shall be changed by BHS

CORRUGATED accordingly and signed for confirmation.

- 9.4 The risk of loss or deterioration of parts passes to the Customer with the respective dispatch, unless otherwise agreed in the respective terms of delivery. The Customer shall inspect deliveries for completeness and intactness of the packaging and contents upon receipt. The Customer will receive upon delivery a set of original delivery notes, of which it will sign one copy after inspection to confirm receipt and send it back to BHS CORRUGATED within 14 days of receipt. Customer shall notify of any defects or faults immediately after receipt or installation.

The Customer shall order a replacement for spare or wear parts taken from the stock immediately. This shall also apply if parts are lost. Should parts be exchanged in a warranty case, the Customer shall point this out in writing when ordering the replacement for this part. If it omits to do so, any warranty claim is excluded. The Customer will take an annual inventory of the Customer's consignment storage at a time to be announced by BHS CORRUGATED and inform BHS CORRUGATED of the result in writing within 14 days. If the Customer defaults on the inventory, BHS CORRUGATED is entitled to invoice the Customer for the remaining stock of spare parts in the consignment storage at the prices then set out in the BHS CORRUGATED online shop.

- 9.5 The Customer shall insure at its own expense the stock against fire, burglary, theft, vandalism, storm and hailstorm as well as flooding at the amount of the value of the stock. BHS CORRUGATED shall be included in the insurance policy as an independent beneficiary. The Customer shall automatically send BHS CORRUGATED a copy of the current insurance policy every year. The Customer shall make the insurance company declare,

- that, to be released, it shall pay damages only to BHS CORRUGATED,
- that it will inform BHS CORRUGATED immediately of any delay in the premium payments,
- that it will grant BHS CORRUGATED the right to continue the insurance relationship by paying the premiums,
- that the insurance contract may only be terminated by the Customer with the prior agreement of BHS CORRUGATED. In the case of a damage, the Customer shall make all necessary declarations and confirmations to the insurance company in good time.

- 9.6 All spare and wear parts in or from the Customer's stock shall remain in the ownership of BHS CORRUGATED until they are paid in full. When parts are used as contractually agreed

this will be the case until a part is taken from the stock and the remaining purchase price is paid by the Customer. The Customer shall mark the parts in the stock as property of BHS CORRUGATED. The Customer shall only take parts from the stock, open packages or hand them over to third parties, when it needs them and pays the complete purchase price. The Customer is not authorized to assign, give as security or garnish the parts before they have become its property. Where parts are installed in a machine of the Customer, BHS CORRUGATED shall remain the owner as long as they have not yet been connected. Otherwise BHS CORRUGATED shall become a shared owner of the machine in question.

The Customer shall inform BHS CORRUGATED immediately of any garnishment or other claim on the stock and carefully protect the rights of BHS CORRUGATED by pointing out the ownership of BHS CORRUGATED.

BHS CORRUGATED shall be entitled, upon information of the Customer, to visit the stock of spare and wear parts at any time and to review the inventory list as well as look at the data concerning the stock and print them out.

- 9.7 BHS CORRUGATED may demand payment of the purchase price as then set out in the BHS CORRUGATED online shop for the parts remaining in the consignment storage at the end of the term of the contract.

- 9.8 In the event of contradictions between contractual documents, they apply in the following order of precedence:

(1) Section 9 of these Service and Spare Parts Terms and Conditions/BHS CORRUGATED, (2) the underlying Contract, (3) otherwise, these Service and Spare Parts Terms and Conditions/BHS CORRUGATED.

**10. Claims arising from any Poor Performance of services, in the event of a defect in case of a purchase or a rental or work performance (hereinafter collectively referred to as "Warranty")**

The services of BHS CORRUGATED regulated in the Service and Spare Parts Terms and Conditions/BHS CORRUGATED can be assigned to different types of contract according to the German Civil Code (BGB) and can therefore also be subject to different warranty systems.

- 10.1 Data or characteristics of a service provided by BHS CORRUGATED are not to be deemed to be a guaranteed characteristic unless such a guarantee has been expressly agreed in writing with BHS CORRUGATED or declared in writing by BHS CORRUGATED.

BHS CORRUGATED only warrants and is only liable for such information on the quality of the delivery items that became part of the Contract or that are part of BHS CORRUGATED's

advertising brochures. However, this does not apply to general advertising claims made in advertisements, at trade fairs or in other advertising media, unless the Customer has expressly informed BHS CORRUGATED of the intended binding nature of such a general statement as part of the Contract prior to conclusion of the Contract without BHS CORRUGATED having objected.

10.2.1 Both parties hereby agree on the occasion of the conclusion of the Contract that the product designation of wear and spare parts documents the subjective and objective requirements according to Section 434 German Civil Code for the subject matter of the contract and that a deviation from the specification or the part specified under the relevant part designation may constitute a defect. A defect exists if the contractual item does not correspond to the usual and contractual characteristics in terms of quantity, quality, and other features of the relevant item.

10.2.2 The warranty period for spare and replacement parts is 12 months from transfer of risk, unless otherwise contractually agreed in writing or in the case default of acceptance by the Customer from notification of readiness for delivery. For defects in remanufactured used parts, the warranty period is six (6) months from transfer of risk. Any claims based on a violation of any secondary collateral contractual duties according to § 241 par. 2 BGB (German Civil Code) arising in connection with a defect shall become statute-barred within the same twelve months period from the time of transfer of risk which applies to all other contractual warranty claims. If a defect claim is based on intent, bad faith or gross negligence on the part of BHS CORRUGATED or its organs or vicarious agents or if the life, limb or health of a person is injured, the statutory period of limitation of 2 (two) years applies to claims under Section 10.2.1 sentences 1 and 2. The limitation periods for tort claims remain unaffected by Section 10.2.22.

10.2.3 The Customer must inspect the spare and wear parts immediately for any defects and deviations from the Contractual Object and, if necessary, send a written complaint to BHS CORRUGATED. In the case of hidden defects or deviations, the same applies as of the first discovery by the Customer.

10.2.4 BHS CORRUGATED warrants that at the time of risk transfer the spare and wear parts conform to the specifications stated in the Contract and, if stipulated in the Contract, that they are suitable for the intended use according to the Contract, or otherwise that they are suitable for the use which is customary for objects of the kind and which the Customer can reasonably expect from such objects (hereinafter collectively "Warranty").

10.2.5 BHS CORRUGATED shall grant the same Warranty on any parts exchanged during the warranty period as for any spare or wear part to be delivered in accordance with the Contract. Such Warranty shall end, however, not later than 12 months (for refurbished parts: after twelve months) after transfer of risk of the original delivery of the part. Section 10.2.2 Sentence 3 also applies here.

10.2.6 Within the warranty period, BHS CORRUGATED shall remedy any defects demonstrably existing at the time of the transfer of risk, by replacement delivery or elimination of defects at the discretion of BHS CORRUGATED. If a replacement delivery or elimination of defects fails due to the same defect, or if BHS CORRUGATED unjustifiably and finally refuses a replacement delivery or elimination of defects or if subsequent performance is not acceptable to the Customer, the Customer may either declare a reduction of the price or withdraw from the Contract after having set a reasonable time period to cure the defect and having advised BHS CORRUGATED of the legal consequences the Customer plans to take in case of a failure.

10.3.1 Any claims arising from poor services shall become time barred 12 months after the performance of the related service. This time limit does not apply if the cause of claims is based on intent, malice or gross negligence or injury to life, limb or health or liability due to product liability.

10.3.2 If services of BHS CORRUGATED are faulty or incomplete, BHS CORRUGATED undertakes to eliminate the faults free of charge or to subsequently provide the complete service. If this is not possible because the relevant service is occasion-related and therefore cannot be provided subsequently, BHS CORRUGATED undertakes to take all necessary organizational and technical measures to avoid a repetition of the type of fault in the service or service omitted.

10.3.3 Insofar as services are affected by complaints of Poor Performance during the provision of the Remote Services, the Customer is entitled, taking into account the requirements of Section 10.3.2 to a partial termination with regard to the Remote Services, but not to terminate or withdraw from the other services such as maintenance, services, spare parts and consignment storage in accordance with this Contract.

10.3.4 Insofar as other rendered services of BHS CORRUGATED are affected by a complaint of poor performance that does not concern Remote or iCorr® Services/BHS CORRUGATED, the Customer is entitled, subject to Section 10.3.2 of these Service and Spare Parts Terms and Conditions/BHS CORRUGATED, to declare a termination of this entire Contract.



- 10.3.5 A right to terminate the Contract in accordance with Sections 10.3.3 and 10.3.4 requires that the Customer has unsuccessfully requested BHS CORRUGATED in writing to remedy the defective performance, setting a reasonable deadline in each individual case and threatening to terminate the contract.
- 10.4 Insofar as purchases of spare and wear parts have been made under this Contract, these individual Contracts remain unaffected by a termination in accordance with Sections 10.3.3 and 10.3.4, insofar as they have been processed or orders placed by the time of receipt of the termination notice.
- 10.5 Work with machine/installation data at the site of the Customer can only be as good as the quality of the data. It is the responsibility of the Customer to ensure that the machine/installation is operated in accordance with the operating instructions and that the Customer or third parties do not make any changes or additions to or interfere with the machine/installation without informing BHS CORRUGATED in advance. Insofar as the Customer does not guarantee this without exception, BHS CORRUGATED cannot assume any responsibility for the correctness of the evaluations when collecting and analyzing data on the occasion of Remote Services, since external influences can occur that cannot be taken into account by BHS CORRUGATED due to lack of knowledge.
- 10.6 For equipment rental or other objects of rent on the occasion of Remote Services/BHS CORRUGATED, BHS CORRUGATED will eliminate defects or, if reasonable for the Customer, bypass them. If BHS CORRUGATED fails several times to eliminate or bypass defects in the rental equipment on the occasion of Remote Services/BHS CORRUGATED or applications made available for use, the Customer is entitled to a partial termination for the Remote Services/BHS CORRUGATED. Partial termination also covers the service components of Remote Services that are of a service contract nature.
- 10.7.1 In the case of work performance on the occasion of Remote Services the warranty period shall be 12 months after putting into operation. The exemptions hereof in Section 10.2.1 shall apply accordingly. The Customer may first demand supplementary performance, which BHS CORRUGATED can provide at its discretion by eliminating the defect or providing a defect-free product/software. With software, a workaround is sufficient as far as this does not affect the functionality of the software. If the first workaround does not resolve the problem within a reasonable period of time, BHS CORRUGATED shall be entitled to undertake a second attempt to eliminate the defect within a reasonable period of time. If an elimination of defects is not successful and no workaround reasonable for the Customer is provided, the Customer has the right to declare a partial termination of the Remote Services, which shall then also include the service and rental contract services on the occasion of Remote Services.
- 10.7.2 In the case of services provided by BHS CORRUGATED on the basis of this Contract outside the Remote Services, Section 10.7.1 applies accordingly, but together with the Customer's right to withdraw from the Contract.
- 10.8 As far as the Contract includes services attributable to works and/or service, rental and/or purchase, the Customer's right to rescind the Contract does not apply to such works, services, rentals and/or sales which have been already performed by BHS CORRUGATED or which have been called by the Customer already. This limitation to withdraw from the Contract shall not apply if the Customer has a legitimate interest to withdraw from the total Contract.
- 10.9 On the occasion of defect elimination and troubleshooting work the Customer shall provide BHS CORRUGATED with staff and the ability to access the VSE computer or the computer(s) for Remote Services/BHS CORRUGATED free of charge and to the necessary extent, as well as to machines or the system and their sensor technology to enable troubleshooting. Any necessary lifting tools and personnel will be provided by the Customer in a timely and appropriate manner free of charge.
- Packaging and shipping costs incurred for a return of a defective part shall be refunded to the Customer against proof and invoice. In the case of replacement, ownership of the replaced part of the machine or system is automatically transferred from the Customer to BHS CORRUGATED, and vice versa by BHS CORRUGATED to the Customer with the installation of the replaced part subject to retention of title as set out in Section 12. At the request of BHS CORRUGATED, the Customer shall send removed parts to BHS CORRUGATED.
- 10.10 A claim of the Customer for compensation of the necessary expenses for the removal and the installation or the attachment of the repaired or delivered defect-free items requires that BHS CORRUGATED did not carry out the aforementioned work despite the written request of the Customer or did not do so properly and the Contractual Object was installed by the Customer for its intended use or, vice versa, another item was connected to the Contractual Object, of which BHS CORRUGATED had positive knowledge at the conclusion of the Contract. This applies in particular to the connection of other machines or devices to the Contractual Object, connection with third-party software, with third-party sensors and with external data that may influence the operation of the Contractual Object.
- 10.11 If the Customer fails to cooperate in order to carry out the replacement or elimination of

- defects, or if it refuses acceptance after fulfillment, the further warranty shall cease to apply.
- 10.12 BHS CORRUGATED may withhold the elimination of defects, errors and omissions as long as the Customer does not fulfill its obligations under this Contract to cooperate.
- 10.13 The Customer undertakes to notify BHS CORRUGATED of any defects and errors in a proper manner, allowing BHS CORRUGATED to begin a targeted troubleshooting process. The Customer shall provide BHS CORRUGATED with the information available to it on the defect or error and shall assist with the elimination of the defect or error free of charge to a reasonable extent.
- 10.14 If, during work to eliminate defects or errors, the cause of the defect is found to be the responsibility of the Customer, BHS CORRUGATED may charge its usual remuneration for the services provided.
- 10.15 BHS CORRUGATED, its executive bodies and vicarious agents are liable to recover damages due to a defect or due to a culpable poor performance in the event of intent, bad faith, gross negligence or a guarantee only.
- This limitation of liability does not apply in the event of injury to life, limb or health and in case of statutory product liability.
- 10.16 The warranty does not apply to defects caused by wear, damage, improper use, excessive strain, unsuitable operating equipment or materials or those arising due to use on the part of the Customer deviating from the contractually stipulated operating conditions and the operating instructions, cf. Section 3.9 of these Service and Spare Parts Terms and Conditions/BHS CORRUGATED. This also applies to defects caused by an unsuitable installation site or an unforeseen circumstance upon conclusion of the Contract for BHS CORRUGATED. It is also to be considered improper use if the Customer does not carry out regular maintenance of the machine or system. Despite the restrictions set out in this Section 10.13 sentences 1 and 2, this does not affect the Customer's warranty claim in the event of proof of a defect which was present at the time of transfer of risk by the Customer.
- 10.17 Insofar as work and the use of spare and replacement parts overlap with warranties for work and/or parts for example in a maintenance agreement, this shall already be taken into account in the calculation of the contractual remuneration of the current Contract in question. A reduction of the contractual remuneration is excluded. The warranty claims as set out in Section 10 of these Service and Spare Parts Terms and Conditions/BHS CORRUGATED remain otherwise unchanged.
- 10.18 If any defect should be fraudulently concealed by BHS CORRUGATED or in case an express
- guarantee for a specific characteristic was agreed on with the Customer the limitations of warranty set-out in Sections 10.2.2, 10.3.1 and 10.15 above do not apply. Instead, the statutory regulations on defects and Poor Performance apply.
- 10.19 If BHS CORRUGATED sells the Contractual Object to the Customer within a supply chain and the Customer resells the Contractual Object itself, the Customer undertakes to include BHS CORRUGATED in its elimination of defects in the event of a claim due to a defect in the Contractual Object. A right of the Customer vis-à-vis BHS CORRUGATED for reduction, withdrawal and/or a claim for damages arising from a defect requires BHS CORRUGATED to have had the possibility to eliminate the defect or make a replacement delivery. This also applies to the substitutability of expenditures on the occasion of an elimination of defects. Section 10.8 above applies accordingly.
- ## 11. Liability
- 11.1 BHS CORRUGATED, its corporate bodies and vicarious agents are liable in the event of a culpable breach of contractual obligations, including pre-contractual and ancillary contractual obligations, in case of tort and for any other legal reason not separately regulated in these Service and Spare Parts Terms and Conditions/BHS CORRUGATED, limited to cases of intent, fraudulent intent and gross negligence.
- 11.2 In the event of impossibility and inability of performance or in the case of culpable violation of an essential contractual obligation, BHS CORRUGATED is liable to the exclusion of cases of the slightest negligence. Essential contractual obligations are those which entail mutual obligations and the infringement of which jeopardizes the achievement of the purpose of the Contract or the fulfillment of which makes the proper execution of the Contract possible and upon the fulfillment of which the Customer can therefore rely. In cases of gross or simple negligence BHS CORRUGATED's liability is limited to such damages, which could have been foreseen by BHS CORRUGATED as a potential result of a culpable violation of essential contractual obligations at the date of its signing of the Contract by applying the due care of a prudent businessman.
- 11.3 The provisions on liability for damages in the event of defects or Poor Performance contained in Section 10, in particular Sections 10.2.2, 10.3.1 and 10.15 of these Service and Spare Parts Terms and Conditions/BHS CORRUGATED take precedence over Sections 11.1 and 11.2.
- 11.4 The limitations of liability do not apply in the case of liability under the Product Liability Act or liability for injury to life, limb and health.

## 12. Reservation of Title

- 12.1 Title to and ownership of the product or products shall remain with BHS CORRUGATED until the Customer has satisfied all claims of BHS CORRUGATED resulting from and in connection with the Contract in question, unless Clause 9.5. provides differently for the Customer consignment stock.
- 12.2 BHS CORRUGATED may after written notice to the Customer and the passing of a reasonable period of grace assert its claim for surrender of the products, if the Customer is in delay with its payment of the purchase price in part or as a whole and/or if it becomes known after the conclusion of the Contract that BHS CORRUGATED claims for payment are at risk due to an inability to perform on the part of the Customer.
- 12.3 The Customer shall (according to 12.2) immediately surrender the products to BHS CORRUGATED. With the conclusion of the Contract, the Customer irrevocably agrees to permit BHS CORRUGATED to enter its premises and sites for the purpose of taking possession of the products.
- 12.4 Should this reservation of title not be legally effective according to the national law of the country, in which the products are located, the protection of BHS CORRUGATED's contractual rights, which this national law provides and which corresponds to such reservation of title and assignment shall be deemed to have been agreed upon with the customer. The Customer undertakes to co-operate with BHS CORRUGATED in the furnishing of collateral security. Any related costs shall be borne by the Customer.
- 12.5 Pledging or transfer of property by way of security in connection with products whose title is reserved shall not be permitted. Any levy of execution against the Customer into the ownership of BHS CORRUGATED shall immediately be reported to BHS CORRUGATED identifying the creditor.

## 13. The Term and Termination of a Service and/or Remote Service or iCorr® Contract

- 13.1 A Service and/or Remote Service or iCorr® Contract shall have the term agreed in each respective Contract and shall be automatically extended by one year unless otherwise agreed in writing, should the Contract not be terminated in writing by the Customer or BHS CORRUGATED subject to a period of notice of three months to the end of the contract year.
- 13.2 Both the Customer and BHS CORRUGATED have the right to terminate the Contract prematurely for good cause. Good cause is deemed present in particular if the Customer repeatedly fails to meet its payment obligations in a timely

manner, BHS CORRUGATED's work is obstructed by the Customer, or if the Customer does not meet or does not meet to the necessary extent its obligations of confidentiality or access protection vis-à-vis unauthorized third parties in Sections 3.6 or 3.7 and 14 of these Service and Spare Parts Terms and Conditions/BHS CORRUGATED despite being reminded to do so.

## 14. Confidentiality

- 14.1 BHS CORRUGATED information, cf. Section 3.7 and access options, cf. 3.8 of these Service and Spare Parts Terms and Conditions/BHS CORRUGATED, as well as all information otherwise provided by BHS CORRUGATED, may not be made available to third parties unless they are clearly intended for other persons aside from the Customer, as far as this is not required as part of the intended use of the delivery items by the Customer. For the purposes of this section, "third parties" are natural persons or legal entities that are not the Customer's organs or employees, as well as such contractors of the Customer who fail to commit themselves in writing to comply with the confidentiality provisions in Section 3.7, access protection in Section 3.8 and Section 14 of these Spare Parts Terms and Conditions/BHS CORRUGATED.
- 14.2 In the event of a breach of these confidentiality obligations in Section 14.1 by a person assignable to the Customer (organ, employee and/or contractor), the Customer undertakes to pay a penalty in the amount of 10,000 Euros per infringement subject to further claims for damages. Upon request, the Customer shall provide complete information about the manner in which the BHS CORRUGATED Information is used and/or about the access to the information immediately, and in particular about any contractor who violates these confidentiality obligations.
- 14.3 BHS CORRUGATED undertakes vis-à-vis the Customer not to disclose to third parties any data (such as machine and production data) of which it becomes aware in the course of its contractually agreed services to the Customer. The same applies to the analyses of data carried out for the Customer. The confidentiality obligation does not apply if a Use of Date within the meaning of Section 3.9 above by subcontractors of the BHS CORRUGATED is required for the contractual services of BHS CORRUGATED vis-à-vis the Customer. By concluding the contract, the Customer consents to the transfer of data to and use of data by the respective subcontractor. The regulation on the protection of personal data within the meaning of the reference made in Section 4.3 above applies in addition.

## 15. (Re-)Export; Embargo

- 15.1 Both parties have to ensure that, when concluding and executing a Contract covered by these Service and Spare Parts Conditions/BHS CORRUGATED, they comply with the laws and regulations concerning (re-)export relating to the delivery items or parts thereof in Germany, in the EU and in the country of the registered office or place of installation of the relevant delivery item and, if applicable, in a third country. "Third country" within the meaning of this obligation is a country of origin of delivery items, which in turn may impose binding export regulations on the Customer or BHS CORRUGATED regarding the delivery item or parts thereof, such as the US Commerce Control List.
- 15.2 The same shall apply to state embargo restrictions which effects the Product or parts thereof.
- 15.3 If BHS CORRUGATED is unable to deliver for these reasons, this is deemed to constitute a case of "force majeure" to which Section 7.6 of these Service and Spare Parts Conditions/BHS CORRUGATED apply.
- 15.4 Should the Customer breach the above obligation, BHS CORRUGATED has a contractual claim against the Customer to be indemnified in full against any claims of third parties due to such breach(es) of contract and to be reimbursed for the costs of the necessary legal defense incurred by BHS CORRUGATED.

## 16. Customer information regarding electronic transactions

- 16.1 BHS CORRUGATED only sells to business-people as defined by Section 14 of the German Civil Code (BGB), i.e. a natural or legal person or a partnership with legal personality who or which acts in the exercise of its trade, business or profession when entering into a legal transaction.
- 16.2 In accordance with Section 312i (1) First Sentence No. 2 BGB (German Civil Code) in conjunction with Article 246c No. 1 of the Introductory Act to the German Civil Code (EGBGB), we must inform you of the individual technical steps which lead to contract conclusion.
- To place an order you need a customer account, which can be set up and protected by password in the course of placing your first order.
- When you use your details to log in to BHS CORRUGATED, you will be shown the shop homepage at <https://icorr.shop/bhs/en/>. Here, click on the "MY EQUIPMENT" link. You will see an icon labeled "INDIVIDUAL CORRUGATOR DESIGNATION", which you have to click on. You will then see the product list of BHS CORRUGATED. Choose a product and click on it. You will see a short description of the

chosen product. To order replacement parts for this product, click on the folder symbol on the left. Specific sub-folders will appear; click your way through these until you find the required replacement part. At the end of the process, the replacement parts which are available to order will appear on the right-hand side of the folder overview. You may now select the required product by clicking the button "DETAILS"; an overview page containing all pertinent data will open. If you wish to buy the product, place it in your shopping cart using the appropriate button; then continue shopping or open the shopping cart by clicking on the shopping cart icon in the right-hand corner. An order summary will appear. Click on "FINALIZE ORDER" to see an extensive order summary which also contains information on the available payment methods (currently invoice only), delivery addresses and delivery methods. All details can be corrected at this stage.

You may then choose to request a quotation by clicking on "REQUEST A QUOTE" or to place your order by clicking on "PLACE ORDER".

As an alternative to the aforementioned ordering process, you may enter the name of the required replacement part after selecting the required product type. You will in this case be shown the product directly and will be able to place it in your shopping cart.

- 16.3 The goods displayed in the online shop do not constitute legally binding offers to conclude a contract. They are an invitation to make a binding offer to enter into a contract (invitatio ad referendum/invitation to bargain).

You place your legally binding offer to purchase the products in your shopping cart by clicking the "PLACE ORDER" button. BHS CORRUGATED is entitled to refuse the offer until it has been accepted.

We will send an order confirmation immediately upon receipt of your order (cf. Section 2.3). This order confirmation only serves to document your order and fulfill the legal obligations of BHS CORRUGATED in accordance with Section 312i (1) First Sentence No. 3 BGB; it does not constitute contract acceptance.

A contract is only concluded once the declaration of acceptance by BHS CORRUGATED is received. The provisions of Section 2.2 apply additionally.

- 16.4 BHS CORRUGATED does not save contract texts. Therefore, please save or print any texts relevant to the contract yourself.
- 16.5 As explained in Section 16.2, you may change and correct your entries on several occasions during the order process. The last chance to make such changes is on the order page.
- 16.6 The contract languages in the online shop are German, English, French, Spanish, Chinese.



16.7 BHS CORRUGATED has not committed to a specific code of conduct for online trade in terms of Article 246c No. 5 EGBGB.

## **17. Miscellaneous**

17.1 BHS CORRUGATED shall be entitled to sub-contract its obligations from any agreements.

17.2 This Contract or any right or claim based on it may not be transferred or assigned to any third parties without prior written consent of the other party.

17.3 The Customer is only entitled to declare a set-off or to assert a right of retention, including a commercial right of retention, if the claim in question is undisputed or has been legally established by a court of law or in the event of a gross breach of Contract by BHS CORRUGATED.

17.4 Should any provision of these Service and Spare Part Terms and Conditions be or become ineffective, the other provisions herein shall remain in full force and effect. The parties to this Contract shall replace the invalid provision by a legally effective provision which is in content and purpose the most similar to the invalid one. This shall also apply in case of a missing regulation in the Contract (= gap).

17.5 The law of the Federal Republic of Germany applies, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG), insofar as applicable, and excluding those provisions of German private international law the application of which would lead to the application of a different legal system.

In the case of contradictions between the German and a foreign-language version of the Contract, the German-language version shall prevail in cases of doubt.

17.6 The place of performance for payment claims of BHS CORRUGATED arising from this Contract is at the registered office of BHS CORRUGATED; see Section 1.1.

Place of jurisdiction for all litigation against the Customer arising from or in connection with this Contract shall be, at the discretion of BHS CORRUGATED, either the registered place of business of BHS CORRUGATED, see Clause 1.1 above or any other place of jurisdiction due to law. In any case of litigation or temporary restraining order against BHS CORRUGATED, the registered place of business of BHS CORRUGATED, see Clause 1.1 above, is the only place of jurisdiction. This clause shall only be applicable if the Customer is a merchant within the meaning of the HGB (German Commercial Code).