

Appendix attached to the ORGALIM SW 14 regarding the application of German law

March 2014

Where the Contract is governed by German Law (cf. clause 47 of the ORGALIM Supply Conditions S 2012 or clause 79 of the ORGALIM Supply and Installation Conditions SI 14 respectively), the present Appendix shall apply jointly with the Supplementary Conditions SW 14 in order to pay due regard to the provisions of the German Civil Code BGB concerning standard business conditions.

Regarding clause 10 (new sentence 2 and additional supplements):

"This limitation of liability shall not apply in the case of intent or Gross Negligence. Furthermore, it shall not apply in cases of negligent breach of a fundamental condition of contract ("*wesentliche Vertragspflichten*"). In the case of a slightly negligent breach of a fundamental condition of contract, the liability shall be limited to reasonably foreseeable damage which is intrinsic to the contract. Furthermore, the said limitation of liability shall not apply in the case of defects the Supplier has fraudulently concealed or whose absence he has guaranteed."

Regarding clause 12 (new para 2 added):

"This limitation of liability shall not apply in the case of intent, gross negligence or where an injury or the death of a person is caused through negligence. Furthermore, it shall not apply in cases of negligent breach of a fundamental condition of contract ("*wesentliche Vertragspflichten*"). In the case of a slightly negligent breach of a condition which goes to the root of the contract, the Supplier shall be liable only for reasonably foreseeable damage which is intrinsic to the contract. Nor shall the exclusion of liability apply 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 exclusion shall not apply in the case of damage attributable to fraudulent concealment or under a specific guarantee granted."