



ORGALIME

## **Appendix attached to the ORGALIME GENERAL CONDITIONS S 2012 regarding the application of German law**

Where the Contract is governed by German Law (cf. clause 47 of the ORGALIME Conditions), the present Amendment shall apply jointly with the ORGALIME Conditions in order to pay due regard to the provisions of the German Civil Code *BGB* concerning standard business conditions.

Note: The "Convention on Contracts for the International Sale of Goods" - usually named as Vienna Convention of April 11th 1980 - might be applied to the Contract. If this is not the intention of the Parties, a stipulation to the contrary will have to be expressly mentioned and agreed upon.

### **regarding clause 14, para 5:**

is deleted

### **regarding clause 16 second sentence (to be replaced by the following):**

"All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of a negligent breach of a fundamental condition of the contract ("*wesentliche Vertragspflichten*"), intent or Gross Negligence according to Clause 2."

### **regarding clause 27 (amendment):**

"Claims for reimbursement of expenses of the Purchaser according to Sec. 445a *BGB* (recourse of the seller) also become statute-barred 12 months after the beginning of the statutory limitation period, provided that the last contract in the supply chain is not for a sale of consumer goods. The statutory provisions regarding suspension of the statute of limitations (specifically Sec. 445b *BGB*), suspension and recommencement of limitation periods remain unaffected."

### **regarding clause 30, para 3, sentence 2:**

is deleted

### **regarding clause 38 (amendment):**

"Claims for reimbursement of expenses of the Purchaser according to Sec. 445a *BGB* (recourse of the seller) also become statute-barred 12 months after the beginning of the statutory limitation period, provided that the last contract in the supply chain is not for a sale of consumer goods. The legal provisions regarding suspension of the statute of limitations (specifically Sec. 445b *BGB*), suspension and recommencement of limitation periods remain unaffected."

### **regarding clause 39 (to be replaced by the following):**

"Save as stipulated in Clauses 23-38, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of intent or Gross Negligence as defined in Clause 2 or if the Supplier negligently causes damage to life, body or health.

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

Nor shall the said limitation of liability apply in the cases of strict liability under the Product Liability Act ("*Produkthaftungsgesetz*"), for defects of the Product 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 Supplier has fraudulently concealed or whose absence he has guaranteed."

### **regarding clause 40:**

is deleted

### **regarding clause 45 (amendment):**

"The said exclusion of liability shall not apply in the case of intent or Gross Negligence under Clause 2 or if the Supplier negligently causes damage to life, body or health. Furthermore, the exclusion of liability shall not apply in cases of negligent breach of a fundamental condition of the contract ("*wesentliche Vertragspflichten*"). In the case of a slightly negligent breach of a fundamental condition 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 of the Product causing death or personal injury, or damage to items of property used privately. Neither does the said exclusion apply in the case of damage attributable to fraudulent concealment or under a specific guarantee granted."