

**Repair conditions of MD Drucklufttechnik GmbH & Co. KG (in the following referred to as "contractor")**  
**– translation for information purpose –**

**§ 1 Subject of the contract and placing of the order**

- 1.1 The order may involve the use of new original parts, exchanged parts and used parts. New original parts shall be used unless otherwise agreed in the order.
- 1.2 The order relates only to the services to be specifically provided therein.
- 1.3 The customer shall receive a copy of the order.

**§ 2 Cost estimate, price indications in the order form**

- 2.1 If the client requests a written cost estimate, the work and spare parts must be listed in detail in this estimate and the respective price must be indicated.
- 2.2 The repair costs stated in the cost estimate may be exceeded by 15 % without the approval of the customer if the technical necessity for this can be proven.

**§ 3 Premature termination of the contractual relationship**

- 3.1 The customer is entitled to terminate the contract at any time until the completion of the repair work.
- 3.2 In the event of termination before completion the contractor may demand a lump sum of 40.00€ and in the event of scrapping an additional disposal fee of 5.00€ can be charged. The client is entitled to prove that lower costs have been incurred. Packaging and return shipping costs shall be borne by the customer. In all other respects the statutory provisions shall apply.

**§ 4 Material defect**

- 4.1 Customer claims for material defects are limited to one year after acceptance of the goods. If the customer accepts the subject of the order despite knowledge of a defect, he shall only be entitled to claims for material defects if he reserves these at the time of acceptance.
- 4.2 If the subject of the order is the delivery of movable goods to be manufactured and if the customer is a legal entity under public law, a special fund under public law or an entrepreneur who acts in the exercise of his commercial or independent professional activity when concluding the contract, claims of the customer for material defects are limited to one year after delivery. In this case, the statutory provisions shall apply to other clients (consumers).

- 4.3 In the event of fraudulent concealment of defects or the assumption of a guarantee for the quality, further claims shall remain unaffected.

**§ 5 Liability**

- 5.1 If the contractor is liable for damage caused by slight negligence in accordance with the statutory provisions or these terms and conditions, the contractor's liability shall be limited. Liability shall only exist in the event of breach of material contractual obligations and shall be limited to the typical damage foreseeable at the time of conclusion of the contract. This limitation does not apply to injury to life, limb and health. Insofar as the damage is covered by an insurance policy taken out by the customer for the damage in question (with the exception of sum insurance), the contractor shall only be liable for any associated disadvantages of the customer, e.g. higher insurance premiums or interest disadvantages, until the damage has been settled by the insurance company.
- 5.2 Irrespective of any fault on the part of the contractor, any liability on the part of the contractor in the event of fraudulent concealment of the defect, the assumption of a guarantee or a procurement risk in accordance with the Product Liability Act shall remain unaffected.
- 5.3 The personal liability of the legal representatives, subcontractors and employees of the contractor for damages caused by them through slight negligence is excluded.

**§ 6 Place of jurisdiction**

- 6.1 Stuttgart shall be the exclusive place of jurisdiction for all present and future claims arising from the business relationship with merchants, including bills of exchange and cheques. The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, moves his domicile or usual place of residence outside Germany after conclusion of the contract or if his domicile or usual place of residence is not known at the time the action is filed.