

Appendix attached to the Orgalim general conditions SI 14 regarding the application of German law

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Where the Contract is governed by German Law (cf. clause 79 of the Orgalim Conditions), the present Appendix shall apply jointly with the Orgalim Conditions in order to pay due regard to the provisions of the German Civil Code *BGB* concerning standard business conditions.

Furthermore, users should take into account that the UN Convention on the International Sale of Goods (CISG) may be applicable in addition to Orgalim SI 14 (cf. clause 79). 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 43, para 5:

is deleted

regarding clause 45, second sentence (to be replaced by the following):

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

regarding clause 59 (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 62, para 4, sentence 2:

is deleted

regarding clause 70 (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 71 (to be replaced by the following):

“Save as stipulated in Clauses 55-70, the Contractor 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 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 a negligent breach of a fundamental condition of the contract (“*wesentliche Vertragspflicht*”). In the case of slight negligence the Contractor shall be liable only for reasonably foreseeable damage which is intrinsic to the contract.

Nor shall the limitation of liability apply in the case of strict liability under the Product Liability Act (“*Produkthaftungsgesetz*”) for defects of the Works 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 clause 72:

is deleted

regarding clause 77 (amendment):

“The said exclusion of liability shall not apply in the case 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 the contract (“*wesentliche Vertragspflicht*”). In the case of a slightly negligent breach of a fundamental condition of the contract, the Contractor 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 Works 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.”