

Appendix attached to the Orgalim SI 24 General Conditions regarding the application of German law

April 2024

Where the Contract is governed by German Law (cf. Clause 82 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 24 (cf. Clause 82). 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 8 second sentence (to be replaced by the following):

"If the Purchaser is not represented through his own fault, the test report shall be sent to the Purchaser and shall be accepted as accurate."

Regarding Clause 42, para 5:

is deleted

Regarding Clause 44 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 50 second sentence (to be replaced by the following):

"The rate of interest shall be as agreed between the parties or otherwise 9 percentage points above the interest rate of the European Central Bank for the main refinancing operations (MRO)."

Regarding Clause 50 third sentence:

is deleted

Regarding Clause 52 second sentence (to be replaced by the following):

"In the event of damage caused by simple negligence, the Contractor's liability shall be limited to the foreseeable, typically occurring damage."

Regarding Clause 61, para 4:

is deleted

Regarding Clause 69 (to be replaced by the following):

"Save as stipulated in Clauses 54-58, 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 damage to life, body or health is caused through negligence."

Furthermore, the limitation of liability shall not apply in cases of negligent breach of a fundamental condition of 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 75:

is deleted

Regarding Clause 80 (to be replaced by the following):

"Save as otherwise stated in these General Conditions, there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever. 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, it shall not apply in cases of negligent breach of a fundamental condition of 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."