



delivery period shall be extended by a reasonable period; this shall not, however, have any effect on the agreed payment dates.

2. Insofar as we have agreed upon delivery, we will

2. If and when it becomes apparent after conclusion of the contract that our claims are at risk, we are entitled to refuse performance and — as appropriate, after setting of a deadline — to rescind the contract (Art 1549 and the followings of the

improper handling, excessive use or inadequate operating materials, or for damage which occurs owing to other unusual external influences which are not taken into account under the contract.

3. Claims of the customer as to expenses incurred for Subsequent Performance, in particular, but not limited to, transport, infrastructure, labour and material costs, are excluded insofar as the expenses are increased because the Product was subsequently relocated to a site other than the customer's place of business, unless that relocation corresponds to the intended use of the Product.

#### XI. Damage Claims

1. We are liable only for proven intention and gross negligence. Our liability shall not exceed the invoiced price for the products, which is subject to the liability case. To the extent permitted by law, any liability for indirect, special or consequential damages, such as but not limited to, loss of profit, loss of production, interruption of