

## **Appendix attached to the**

### **ORGALIME General Conditions SE 2001**

Where the Contract is governed by German Law (cf. clause 73 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 40, para 5:**

is deleted

#### **regarding clause 42 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 breach of a condition which goes to the root of the contract ("wesentliche Vertragspflichten"), intent or Gross Negligence."

#### **regarding clause 65 (to be replaced by the following):**

"Save as stipulated in Clauses 51-64, 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 or if he negligently causes damage to life, body or health.

Furthermore, the limitation of liability shall not apply in cases of negligent breach of a condition which goes to the root of the contract ("wesentliche Vertragspflichten"). 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 said limitation of liability apply in the 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 limitation of liability shall not apply in the case of defects the Contractor has fraudulently concealed or whose absence he has guaranteed."

#### **regarding clause 66:**

is deleted

#### **regarding clause 71 (amendment):**

"The said exclusion of liability shall not apply in the case of intent or Gross Negligence or if the Contractor negligently causes damage to life, body or health. Furthermore, the exclusion of liability shall not apply in cases of negligent breach of a condition which goes to the root of the contract ("wesentliche Vertragspflichten"). In the case of a slightly negligent breach of a condition which goes to the root of the contract, Contractor shall be liable only for reasonably foreseeable damage which is intrinsic to the contract.

Nor shall the exclusion of liability apply in the 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. Neither does the said exclusion apply in the case of damage attributable to fraudulent concealment or despite specific guarantees."