



**Röbler Waffen GmbH**

Prof. Schlosser Str. 31  
6330 Kufstein  
AUSTRIA

phone: +43 5372 90810  
fax: +43 5372 90811

[www.titan6.com](http://www.titan6.com)  
[office@titan6.com](mailto:office@titan6.com)

# **General Terms and Conditions of Sale, Delivery and Repair**

**last revision: 01/2015**

# I. General Terms and Conditions of Sale and Delivery

## 1. Preamble

- 1.1. The following terms and conditions of sale and delivery (in the following referred to in short as „Conditions“) as amended from time to time shall be applicable on all offers, deliveries and services of the enterprise Rößler Waffen GmbH („RÖWA“) towards third parties (in the following referred to in short as „purchaser“). These Conditions as amended from time to time apply to all business transactions with the purchaser, even if they are not explicitly mentioned any more in subsequent contracts.
- 1.2. The application of General Terms and Conditions of the Purchaser is excluded, unless RÖWA expressly permits such in writing. Even performance or silence on the part of the company do not lead to an acknowledgement of the General Terms and Conditions. Such General Terms and Conditions are not binding for RÖWA, even if RÖWA did not expressly contradict them or if the purchaser expressly made it a condition that RÖWA was subjected under his conditions.
- 1.3. These Conditions shall only apply on entrepreneurs in the sense of Art. 1 of the Austrian Commercial Code (UGB).
- 1.4. Deviations from and additions to these Conditions shall only be valid if they are conveyed by the Parties in writing or are confirmed by RÖWA in writing. Deviations and additions by oral agreements shall therefore only be valid after written confirmation of an authorized representative of RÖWA.

## 2. Offers, Conclusion of contract and subject matter of the contract

- 2.1. Offers by RÖWA are subject to change and non-binding. Declarations of acceptance by the purchaser require written confirmation by RÖWA to be effective. The purchaser has to immediately notify RÖWA of any errors or contradictions to the offer made to the purchaser after receipt of the conformation of offer – however within a deadline of 5 (five) business days after receipt at the latest. Otherwise, the content of the confirmation of offer shall be deemed approved.
- 2.2. Rebates of any kind whatsoever, including discounts, granted in each single case do not give rise to any entitlement in the future to be granted such.
- 2.3. Information, such as drawings, illustrations, dimensions, weights and other performance data, contained in data sheets and other information material of RÖWA, e.g. brochures, circular letters, catalogues, price lists etc., shall only be binding, if RÖWA confirms such expressly in writing.
- 2.4. In case of sale by samples - unless otherwise expressly agreed upon - only the essential characteristics of the sample shall be deemed conveyed, unless otherwise confirmed in writing. Apart from that, RÖWA explicitly reserves the right to make changes in colour and quality due to production technology or product development.
- 2.5. Contracts between RÖWA and its purchasers shall be effective, independently of any official permits to be issued are obtained. The purchasers are responsible for obtaining such permits – unless otherwise agreed upon in writing. Should RÖWA try to obtain such permits on behalf of their purchasers, RÖWA shall be entitled to request a reasonable compensation for such activities.

## 3. Product consultation

RÖWA undertakes to provide the purchaser advice – in the context of the possible – on the use, processing and application of its goods and to supply him with the appropriate information. This support is provided by RÖWA to the best of their knowledge and belief of the employees of RÖWA, does however not release the purchaser from his own obligation to check the fitness for the intended purpose of use.

## 4. Rules under public law, licence to trade with arms, permit to acquire arms et al.

- 4.1. The purchaser is aware of the fact that products of RÖWA are subject to special legal provisions regarding their storage, transport, handling and sale as well as importation and exportation.
- 4.2. The goods supplied by RÖWA comply with the requirements set forth under Austrian law. RÖWA assumes no responsibility and accepts no liability that the supplied products also comply with the legal provisions of the country of the invoice address of the purchaser or of any other country.
- 4.3. The purchaser shall be responsible to obtain any official permits that may be required as well as to comply with the regulations of the authorities. RÖWA shall not be responsible

for any damages that result from the violations of regulations and official requirements set forth by authorities.

- 4.4. Contracts between RÖWA and its purchasers shall be deemed effective, independently of any official permits to be issued to the purchaser are obtained.

## 5. Prices

- 5.1. The prices pursuant to the confirmation of order are current prices subject to change, list prices are non-binding. The prices valid on the day of delivery are calculated. The prices are without value added tax. This shall be separately added in accordance with the legal provisions at the time of delivery.
- 5.2. Changes in price are admissible if there are more than twelve weeks between the conclusion of the contract and the agreed delivery date and if the production costs increased due to rises in particular in wages and material costs. The price increase has to be adequate in relation to the actually occurred increases in costs. The orderer is entitled to withdraw from the contract after giving advance notice thereof, if the increase in price does not only unsubstantially exceed the increase in general costs of living.
- 5.3. Unless otherwise agreed, the prices shall be ex work (EXW), 6330 Kufstein, Prof. Schlosser-Straße 31, Austria, pursuant to the Incoterms 2010.

## 6. Transfer of intellectual property rights

- 6.1. RÖWA remains proprietor of the drawings, (technical) documents, specifications, samples etc., they forwarded to the purchaser. RÖWA grants the purchaser a simple, not transferable right of use, to the extent necessary for the performance of the contractual obligations. Sales aids that were made available to the purchaser by RÖWA or a third party on behalf of RÖWA shall only be used for the marketing of products. Apart from that, a use shall only be permissible when express consent is granted by RÖWA.
- 6.2. Tools made available to the purchaser by RÖWA or by a third party on behalf of RÖWA remain in the possession of RÖWA, even if the costs incurring for such form a part of the purchase price or are remunerated by them in another way.

## 7. Payment

- 7.1. Unless otherwise expressly conveyed in writing, the payment conditions apply pursuant to the confirmation of offer.
- 7.2. A payment shall only then be deemed effected, when RÖWA is able to dispose of the amount. The presentation of cheques and bills of exchange shall only be deemed a payment after its discharge or encashment. The acceptance of the bill of exchange always requires prior written agreement with RÖWA. When collecting the bills of exchange, the discount and collection charges of the bank are calculated. They have to be immediately paid in cash.
- 7.3. The setting-off with counter-claims is not permitted without express written consent by RÖWA. Same shall be valid for any other deductions such as for example postal charges, discounts etc., in so far as they go beyond the agreed conditions of payment.
- 7.4. Should the purchaser come into default, RÖWA shall be entitled to calculate default interests in the amount of 12 % p.a., unless higher default interests were agreed upon with the purchaser in the single case. It shall not be excluded that RÖWA claims a further damage.
- 7.5. Payment receipts shall always be used to pay the oldest receivable due plus the respective default interests incurred and any reminder expenses. Should any costs and interests have already been incurred, RÖWA shall be entitled to allocate the payment of such first to the costs, then to the interests and in the end to the principal.
- 7.6. Before payment of invoiced amounts due, including default interests, RÖWA shall not be obliged to any further delivery under any current contract.
- 7.7. Default in payment occurs automatically, without requiring any separate declaration. Should the purchaser be in default of a due payment or should any other circumstances become known which question the creditworthiness of the purchaser, such as for example an unfavourable information by a credit institute, a credit insurer or a creditor protection association, RÖWA shall be entitled to demand payment of the entire remaining debt due and to ask payment of the goods prior to delivery regarding all other delivery contracts with the purchaser.

## 8. Unjustified withdrawal from the contract

- 8.1. Should the purchaser withdraw from an order passed without any justified reason, RÖWA can, irrespective of whether or not or to what extent a damage occurred, claim 15 % of the sales price as cancellation fee. The cancellation fee shall be due within 14 days after billing.
- 8.2. Without prejudice, RÖWA is entitled to assert a higher actual damage.

#### 9. Place of performance and transfer of risk

- 9.1. Place of performance for all services under the delivery contract is 6330 Kufstein, Prof. Schlosser-Straße 31, Austria.
- 9.2. The risk passes on to the purchaser as soon as the goods are placed at the disposal of the purchaser at the premises of RÖWA.
- 9.3. Should RÖWA agree to send the goods, this happens at the risk and at the expenses of the purchaser. In this case, the risk passes on to the purchaser at that moment when the goods leave the premises of RÖWA in 6330 Kufstein, Prof. Schlosser-Straße 31, Austria or, respectively, another business premises.
- 9.4. Provided that RÖWA agrees to send the goods, the purchaser shall have the choice of a reliable shipping method, should the contractual parties not reach a specific agreement in the individual case.

#### 10. Delivery / Delivery Dates

- 10.1. Deliveries by RÖWA are exclusively effected on the basis of the terms and conditions as set forth herein.
- 10.2. Delivery dates and deadlines are only binding if such was expressly agreed upon. Otherwise, the delivery dates mentioned shall only apply approximately. Fixed transactions are not effected.
- 10.3. The delivery deadline starts with sending off the order confirmation, however not before the purchaser has procured the documents, the permits, approvals to be provided, if so, as well as before receipt of a down-payment as agreed. The delivery deadline shall be considered as met if it was announced until its expiry that the goods are placed at the disposal of the purchaser or, respectively, that the goods are ready for shipment or that the delivery item has left the works.
- 10.4. We shall not be responsible for any delays in delivery and performance due to force majeure, industrial dispute measures, administrative breakdowns, operational interruptions having occurred through no fault etc. as well as defaults in delivery and performance on the part of our pre-suppliers and sub-suppliers even if the deadlines and dates were bindingly agreed upon. Such will entitle RÖWA to postpone the delivery or, respectively, the performance for the duration of the hindrance plus a reasonable start-up period or to entirely or partially withdraw from the contract by reason of the part of the contract which has not been performed by then. Should the delivery period be prolonged or should RÖWA be released from its obligation, the purchaser cannot claim any damages arising out of such.
- 10.5. The purchaser is obliged to accept the goods. Claims resulting from defectiveness of the goods shall not be affected thereof. An obligation to accept shall not be given in case of anticipated delivery; in case of defectiveness of the goods, if this constitutes an essential violation of the contract or if due to the characteristics of the product there is a threat of material damage of personal injury.
- 10.6. Should acceptance by the purchaser not be timely, RÖWA has the right – at its free discretion – to continue to insist on fulfilment, to issue - after having provided for a 10 days' grace period - a statement of accounts, to make a covering purchase or to withdraw from the contract and claim damages, including the additional expenses (e.g. costs for storage).
- 10.7. The purchaser grants RÖWA the right to partial fulfilment (partial delivery): in case of such partial deliveries, RÖWA shall be entitled to bill such in partial invoices.
- 10.8. RÖWA shall be entitled to refuse delivery until fulfilment of the convened counter-performance or the provision of respective securities should the financial situation of the purchaser deteriorate after conclusion of the contract or - in the event that this situation has already existed at the time of conclusion of the contract- should RÖWA only have become aware of such.
- 10.9. If nothing to the contrary has been agreed upon, the costs of transportation and charges (in particular customs duties) shall be borne by the purchaser.

- 10.10. Unless otherwise agreed upon expressly in writing, the transportation of the goods shall not be insured by RÖWA.

#### 11. Duty of documentation, duty to provide support, duty to carefully read provided information and directions for use

- 11.1. Irrespective of any existing legal provisions, the purchaser has to create an exact documentation for the products of RÖWA, in particular as to whom and at what time RÖWA-arms and barrels were sold and handed over; this – if possible – indicating the number of the arm.
- 11.2. The purchaser agrees to collaborate with RÖWA, in particular as regards the observation of product monitoring duties and any eventual recall campaigns, as well as to support RÖWA.
- 11.3. The purchaser has to carefully read the information and directions for use provided by RÖWA as soon as possible. The purchaser is obliged to pass on the information and directions for use to the retailer, to the end user or other persons upon delivery and to nonetheless draw their attention to the fact to carefully read the information and directions of use.

#### 12. Modifications, processing or transformations of the objects of sale

Modifications, processing or transformations of RÖWA-products that might impair the security of the products or that are substantial are only permitted after prior express and written consent by RÖWA. The purchaser is obliged to pass on this obligation to any customers / legal successors.

#### 13. Warranty

- 13.1. The warranty period for products delivered by RÖWA is six months. It starts running with the date of delivery.
- 13.2. The purchaser is obliged to examine the goods immediately after their arrival and to notify RÖWA immediately – at the latest however within one week – of any defects in writing, exactly indicating the defect and the invoice number. The purchaser also has to notify RÖWA in case of delivery of an aliud.
- 13.3. Hidden defects, i.e. such that were not detected in the course of a proper examination after delivery, have to be indicated to RÖWA in writing within five days after detection at the latest, indicating as exactly as possible the defect and the delivery concerned.
- 13.4. Any warranty claims of the purchaser shall be subject to the condition that he has properly satisfied his duties to examine and notify of non-conformity provided for by law. The omission of a timely notification of non-conformity, also releases RÖWA of the liability for consequential damages.
- 13.5. In the event of a legitimate and timely notice of non-conformity regarding defects, it is at RÖWA's free discretion to satisfy its warranty obligation in a way as follows:
  - 13.5.1. Addition of the missing;
  - 13.5.2. Rectifying defective goods on the spot;
  - 13.5.3. Request for return of the defective goods or the defective parts and rectifying at RÖWA's or at any other place indicated by RÖWA. Returning the goods is only possible after express written request by RÖWA. The costs and the risk of transportation shall be borne by the purchaser.
  - 13.5.4. Replacement of the defective goods.
  - 13.5.5. Replacement of the defective parts of the goods.
- 13.6. The declaration to withdraw from the contract or to claim price reduction as well as – unless not excluded – the declaration to claim damages instead of performance or of reimbursement of expenses requires written form to be effective.
- 13.7. Apart from that, RÖWA shall have no further obligations under warranty, to the extent permitted by law. This shall in particular be valid for the take-over of transportation costs, assembly costs and all ancillary costs of assembly.
- 13.8. Should the purchaser refuse the possibility of supplementary performance chosen by RÖWA, RÖWA shall to that extent be exempted from its duty relating to supplementary performance and other claims arising out of defects.
- 13.9. Any customary divergences or any minor unavoidable technical deviations in quality, colour, structure and equipment as well as a negligible impairment of usability do not constitute a defect.
- 13.10. Moreover, an entitlement for warranty claims shall only exist if the defect already existed at the time of hand-over (in case of shipment, at the time of handing-over to the first carrier). The presumption of defectiveness pursuant to Art. 924 of the Austrian Civil Code shall not apply. A recourse pursuant to Art. 933b of the Austrian Civil Code is excluded.

- 13.11. Warranty claims are excluded if the purchaser has modified the goods, if the defect occurred due to non-observance of the directions for use, due to inadequate maintenance, defective / reloaded / not CIP-authorized or other unsuitable ammunition or also due to unsuitable care products or due to their improper use.
- 13.12. These provisions of warranty shall apply without prejudice to any promises of guarantee by RÖWA.

#### 14. Liability

- 14.1. Any claims for damages against RÖWA arising out of non-fulfilment or improper fulfilment, out of positive infringement of contract, out of fault at conclusion of the contract, out of unlawful act as well as any claims for damages based on any other legal basis shall be excluded, insofar as this is permitted by law, to the extent that no intentional or grossly negligent behaviour is given. The liability for personal injuries shall remain unaffected hereof.
- 14.2. Notwithstanding any further limitation of liability, overall liability shall be limited to the 1.5-fold of the value of the delivery of goods, also in case of slight negligence, to the extent permitted by law.
- 14.3. In the event of a consequential damage, it is at RÖWA's free discretion to choose between rectification, replacement or cash compensation.
- 14.4. To the extent that damages result from non-intended use of the goods, no liability exists. Same shall be valid, if the goods are subsequently modified.
- 14.5. Should RÖWA have to deliver goods in accordance with drawings, specifications, samples etc. of the purchaser, the latter shall bear the risk that the goods are fit for the intended purpose of use and shall assume the liability.

#### 15. Third parties' rights

- 15.1. RÖWA shall only be responsible for third parties' rights that are based on industrial property or any other intellectual property (in the following in short referred to as „intellectual property rights“), in accordance with the provisions of this contract if the intellectual property right exists under the law of the country in which the purchaser has his invoice address. Liability for the violation of intellectual property rights of other countries is only given if this was expressly convened in writing.
- 15.2. Should a third party allege infringement of his intellectual property rights, the purchaser has to immediately notify RÖWA thereof, indicating all essential circumstances and information.
- 15.3. Claims of the purchaser are excluded, to the extent that the infringement of intellectual property right is caused by special requirements of the purchaser, by an application not foreseeable by RÖWA or caused by the fact that the delivery was modified by the purchaser or used together with a product not delivered by RÖWA.
- 15.4. To the extent not stated differently above, points 13. and 14. of these Terms and Conditions shall apply per analogy to warranty claims and claims for damages resulting out of infringement of intellectual property rights of third parties. In particular, the purchaser has to properly notify RÖWA of the non-conformity in order to preserve his entitlement. As regards the beginning of the warranty period, the legal provisions shall apply.
- 15.5. In the case that RÖWA shall be prohibited by a third party to produce and deliver objects produced in accordance with the drawings, specifications, samples etc. of the purchaser, referring to an intellectual property right owned by the third party, RÖWA shall be entitled – without being obliged to examine the legal relationships – to stop production and delivery - with exclusion of all claims of damages – and to claim the costs incurred. Should RÖWA be entitled to further claims of damages, RÖWA reserves the right to claim such.

#### 16. Reservation of title

- 16.1. The goods remain in the possession of RÖWA until full payment of all open receivables (including all balance claims of current accounts).
- 16.1.1. The purchaser is entitled to sell the goods in the course of proper business transactions taking into consideration the following provisions:
- 16.1.2. The authorization of the purchaser to sell goods subject to reservation of title clause in the course of orderly business practice ends - without prejudice to RÖWA right to revocation that is admissible at any time - if the

purchaser stops paying or in the case that an insolvency proceeding is instituted regarding his assets.

- 16.1.3. Pledging or assignment by way of security of the goods subject to reservation of title clause or, respectively, of the assigned claim is not permissible.
- 16.1.4. The purchaser herewith assigns the claim resulting from the resale of the goods subject to reservation of title clause to RÖWA. The purchaser is obliged to notify his purchaser of the assignment of the purchase price claim to RÖWA.
- 16.1.5. The purchaser is obliged to pass the reservation of title agreed upon with RÖWA in case of sale of the goods subject to reservation of title clause.
- 16.1.6. Should the purchaser work together with a factoring bank („real factoring“), the authorization to resale the goods subject to reservation of title clause delivered by RÖWA shall only be valid, if the factor has priorly consented in the agreed assignment of the claim for out-payment of the factoring revenues. Otherwise, an assignment is forbidden and a resale of goods subject to the reservation of title clause by the purchaser is excluded. The purchaser shall already now assign to RÖWA all present and future claims against the factor out of the purchase of claims resulting from resale to the extent the goods delivered by RÖWA are concerned. The purchaser undertakes to notify the factor of the assignment and to instruct him only to pay to RÖWA.
- 16.2. RÖWA shall immediately be notified of any seizure, indicating the secured creditor and the seizure report.
- 16.3. In the event of default in payment or cessation of payment, the purchaser is obliged to provide RÖWA a list of all goods subject to reservation of title clause yet existing, also to the extent that they are adapted, as well as to forward a list of receivables to third party debtors besides copies of invoices.
- 16.4. Amounts resulting from assigned claims received by the orderer, shall be immediately notified to RÖWA, to be stored separately for transfer and forwarded within a deadline of eight days.
- 16.5. RÖWA is entitled to demand immediate surrender of the goods subject to reservation of title clause, if the orderer comes into payment default or into payment difficulties and a reasonable grace period set to the orderer has unsuccessfully expired. The orderer undertakes to immediately declare release even if the goods subject to reservation of title clause are in the possession of a third party. The taking back of goods subject to reservation of title clause shall only be then considered a withdrawal from the contract if such was explicitly declared in writing by RÖWA. RÖWA is entitled to mark the goods subject to reservation of title clause delivered as being in the possession of RÖWA or to have such goods marked to prohibit further use as well as to withdraw from the contract and to demand that the objects are returned or, respectively, to take back the objects himself. For this purpose, the purchaser grants RÖWA the right to access the premises in which the goods subject to reservation of title clause are stored and to take the delivered goods out. Parallely, the purchaser is obliged to surrender such objects.
- 16.6. In case of any other violations of duties, in particular of such that endanger the existence of the goods subject to reservation of title clause, RÖWA shall be entitled to take back the goods without withdrawing from the contract. The purchaser is obliged to surrender the goods and, for this purpose, grants RÖWA the right to access premises in which the goods subject to reservation of title clause are stored and to take the delivered goods out.
- 16.7. RÖWA is entitled to sell the goods taken back after prior warning and having set a reasonable deadline through an informal sale, taking into consideration the ordering price.
- 16.8. The costs for taking back the goods and for selling them shall be borne by the purchaser. The costs for selling amount to 10 % of the sales proceeds, should RÖWA not prove the costs to be higher or the purchaser prove the costs to be lower.
- 16.9. The purchaser is obliged to adequately insure the goods subject to reservation of title clause and still present in his business and to prove the conclusion of a respective insurance contracts upon request. The purchaser already now assigns his claims resulting from the insurance contracts concluded to RÖWA. RÖWA accepts the assignment.

#### 17. Data protection

The purchaser declares his consent to the storage and the processing by RÖWA of his data for accounting purposes as well as for the purpose of customer documentation. The data shall only

be used by RÖWA to fulfil legal requirements, to manage payment transactions and for advertising purposes.

#### **18. Place of jurisdiction, arbitration clause, applicable law**

18.1. For all disputes arising out of or in connection with this contractual relationship, the court having jurisdiction *ratione loci* and *ratione materiae* for 6330 Kufstein, Austria shall be competent.

18.2. For deliveries outside of the European Union, the parties convene as follows:

18.2.1. All disputes or claims arising out of or in connection with this contract, including disputes on its validity, violation, resolution or nullity shall be finally decided in accordance with the Rules of International Arbitration Court of the Federal Chamber of Commerce of Austria (Viennese Rules) and made by one or three arbitrators appointed pursuant to these rules. The number of arbitrators shall be three. The language to be applied in the arbitral procedure shall be English.

18.2.2. Alternatively to point 18.2.1, RÖWA shall also be entitled to seize the court having jurisdiction *ratione loci* and *ratione materiae* for 6330 Kufstein, Austria.

18.3. Austrian law shall be applicable, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (UN-Sales of Goods).

#### **19. Miscellaneous**

19.1. Transfers of rights and obligations of the purchaser arising out of the contract concluded with RÖWA require prior written approval by RÖWA to be effective.

19.2. Should one of the provisions of these Terms and Conditions be null or become null, the validity of the other provisions remains unaffected thereof. The invalid or null provisions shall be replaced by one that comes as close as possible to the original provision in an economic sense.

19.3. Supplementary agreements and amendments of the contract concluded with the purchaser also need written form. Same shall be valid if the written form shall be waived.

## **II. Terms and Conditions for Repair**

### **1. General**

Rößler Waffen GmbH („RÖWA“) takes over and repairs the overleaf described contractual object to the following conditions.

### **2. Estimate of costs**

Estimates of costs are only drafted on the basis of a specific order; neither the placement of an order in this respect nor the drafting contain an obligation to carry out repairs.

Estimates of costs are generally common, if repairs are not carried out on demand of the Principal. Estimates of costs are generally only established in writing by our repairs department. Oral information on estimated costs of repairs are not binding. All-inclusive price commitments are not made.

### **3. Delivery**

RÖWA delivers the contractual object immediately to the Principal after having repaired and controlled it. Fixed dates cannot be guaranteed.

### **4. Hand-over**

The object to be repaired or delivered is returned at the expenses and at the risk of the Principal. When handing over complete packages (weapon, assembly, rifle scope) for test purpose, a separate agreement shall be concluded with the Principal.

### **5. Old parts, reservation of title and retention right**

Replaced old parts shall pass into the possession of RÖWA without compensation, unless otherwise demanded upon order placement, and have to be destroyed, provided they are no replacement parts.

All delivered and unmounted goods remain in the possession of RÖWA until full payment is received.

### **6. Limitations of scope of supply**

In the event of provisional repairs that are made upon express order, all warranty is excluded. Wear parts only have a life span that corresponds to the respective state of art.

### **7. Warranty and damage compensation claims arising out of repairs**

RÖWA grants warranty for the repair works performed and for the installed parts for a period of six months from the date of hand-over.

The warranty will generally be carried out by remedying the proven defects of repair within a reasonable period. Should it be impossible to remedy the defect or should this be connected with disproportionately high costs, an adequate compensation shall be payable. In order to perform the services under the warranty, the Principal has to transfer the object to be repaired at his own expenses and at his own risk to the agent to his business.

Material provided by the client is not subject to warranty.

Claims out of warranty expire, if

- a) it is not given notice of obvious defects in writing (registered letter) within a period of 14 days after acceptance
- b) the defective parts were changed or repaired by third party or by the Principal himself.

RÖWA shall be held liable for all damages caused by fault, having occurred to the object to be repaired, and that up to the value of the object to be repaired. Beyond that RÖWA shall only be held liable for wilful intent or gross negligence; any liability for consequential damages shall be excluded.

The liability for material damages incurred by the acquirer as entrepreneur shall expressly be excluded.

### **8. Liability in case of loss of or damage to the object to be repaired**

RÖWA shall be held liable for any loss of or damage to the object to be repaired. The liability shall be limited to the repairs or, respectively, to the replacement of the value of the object to be repaired or delivered. For further claims, RÖWA shall only be held liable when acting with wilful intent or grossly negligent. Liability for assemblies provided at the same time, third-party and spare parts shall be excluded.