



Life Energy Motion

## Amendment attached to the B2B General Terms and Conditions of Sale of LEM INTERNATIONAL SA and its Affiliates (“Conditions of Sale”) regarding the application of German law

Where the Conditions of Sale are governed by German Law (see Section 27 of the Conditions of Sale), this amendment (“**Amendment**”) shall apply jointly with the Conditions of Sale in order to pay due regard to the provisions of the German law, in particular the German Civil Code concerning standard business conditions.

Therefore, the Parties agree as follows:

**1. Section 7.3 to be replaced by the following:**

The Customer shall only be entitled to execute set-off and retention rights on the bases of undisputed or legally established claims.

**2. Section 7.5 to be replaced by the following:**

If the Customer fails to pay LEM any amount when due, LEM shall have the right, without prejudice to other statutory and contractual rights, to (i) charge interest on the unpaid balances at the 9 (nine) percentage point above the base interest rate, as well as compensation for reasonable attorneys’ fees and collection costs incurred by LEM in collecting all unpaid amounts due hereunder; (ii) refer the Customer’s debt to a debt collection agency; (iii) suspend in whole or in part any further delivery or performance of the contract as well as any and all outstanding orders of the Customer or make them conditional upon an advance payment or provision of guarantees or other satisfactory security; (iv) declare all unpaid balances due and payable immediately. In addition to the foregoing, if the Customer has not paid the amount due within 90 (ninety) calendar days from the date of the invoice, LEM may terminate the contract by written notice to the Customer. LEM may claim compensation for all costs and damages resulting therefrom.

**3. Section 14.8 to be replaced by the following:**

Customer’s rights to reduce remuneration under statutory warranty rights shall be excluded.

**4. Section 16 to be replaced by the following:**

16.1 Subject to the provisions in Clause 16.2, the LEM’s statutory liability for damages shall be limited as follows:

- (i) LEM shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the contract in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the purpose of the contract and on the fulfilment of which the Customer regularly relies);
- (ii) LEM shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

16.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for damages caused by wilful misconduct or gross negligence, or any kind of wilfully or negligently caused personal injuries.

16.3 Regardless of the legal grounds giving rise to liability, the LEM shall not be liable for indirect and/or consequential damages, including, in particular, loss of profit and loss of interest, unless any such damage has been caused by the LEM’s wilful misconduct or gross negligence.

16.4 To the extent the LEM’s liability is limited or excluded, the same shall apply in respect of any personal liability of the LEM’s legal representatives, employees and vicarious agents.

16.5 Nothing in this Conditions of Sale shall be considered a guarantee (*Garantie*) unless LEM and Customer have, in a separate document, agreed on it in writing, expressly using the terms “guarantee” (*Garantie*), “guaranteed” (*garantiert*), etc.

