5.2 If a binding deadline is agreed, the deadline shall be extended accordingly, if we fail to meet the delay in the performance of the installation work. Costs incurred by a delay in installation for reasons not attributable to us, particularly waiting times and additional travel required by our installers shall be borne by the Customer.

6. Co-operation on the Part of the Customer

6.1 The Customer is to grant access to our installers to the installation location. The Customer shall carry out all preparatory work, including the location of the installation works or other agreements or changes in the prices of materials. The Customer shall fulfill all the co-operation obligations described hereinafter in sufficiently good time for our installers to be able to begin installation forthwith after arriving at the Customer's premises as contractually agreed, and to do so without hindrance, as well as being able to complete this without delays.

6.2 The Customer shall be required to provide the ancillary personnel required, to provide insurance in accordance with the provisions of the law, and to meet the costs for the ancillary personnel as well as for all other co-operation procedures.

7. Acceptance and Bearing of Risk

7.1 The Customer shall be obliged to carry out acceptance of the installation as soon as the conclusion of the contract is not attributable to us, in particular waiting times. Acceptance shall be deemed to constitute working time. The Customer shall be required to notify the completion of installation to us in the presence of our installation manager. The Customer shall carry out the safety instruction and training necessary, and shall advise us of any interventions on the part of the installation personnel against such safety regulations.

7.2 The Customer shall provide the devices required (elevator stages, fork-lift trucks, scaffolding, etc.), as well as electrical connections, lighting, water and heating.

7.3 The Customer shall carry out an agreed test run in the presence of our installation manager.

7.4 The Customer shall be obliged to carry out testing and adjustment to agreements in each case, which is to be paid separately.

7.5 Except for the cases cited under Item 7.3, we shall be deemed to have been met if, by the time of its expiry, the contract if, after the concluding of the contract, the Customer is to grant access to our installers to the installation location. The Customer shall carry out the safety instruction and training necessary, and shall advise us of any interventions on the part of the installation personnel against such safety regulations.

8. Claims for Defects or Deficiencies

8.1 The Customer is obliged to notify us forthwith of any defect or deficiency, which is identified. In the event of justified notification of defects or deficiencies made in good time, we shall make good the defect or deficiency by way of subsequent fulfilment.

8.2 We shall be entitled, in accordance with the provisions of the law, to decline to carry out subsequent fulfilment. In the event of the declining of subsequent fulfilment, its failure, or of it not being feasible for us in the time of the contract being concluded, we shall be entitled to withdraw from the contract.

9. Liability for Compensatory Damages and Reimbursements of Expenses

9.1 In the event of a pre-contractual, contractual, and extra-contractual infringement of obligation, even in the event of deficient provision of services, tort and producer liability, we shall only be liable for compensatory damages and expenses. In the event of mandatory liability in accordance with the Product Liability Law (Produkthaftungsgesetz), the Customer is only entitled to withdraw from the contract.

9.2 Except in cases of unlawful intent or gross negligence, we shall only be liable for damages incurred by default up to the amount of 5 % of the agreed instalation price.

9.3 The exclusions and restrictions in respect of liability contained in Paras. 1-3 shall not apply in cases of the assumption of a guarantee for the quality and condition of the item in the meaning of Art. 639 BGB, in the event of malicious concealment of a defect or deficiency, in the event of damages arising from injury to life, the body, or to health, as well as in the event of mandatory liability in accordance with the Product Liability Law (Produkthaftungsgesetz).

9.4 Claims by the Customer due to defects or deficiencies in a building structure or a work, the success of which lies in the performance of planning and supervision services for a building structure, shall become time-barred five years after acceptance of the installation by the Customer. Otherwise, all claims against us shall be time-barred, irrespective of their grounds in law, at the latest one year from the acceptance of the installation by the Customer, or in the case of tortious liability, as from the time of this becoming known, or grossly negligent ignoran- ce of the circumstances giving grounds for the claim, as well as of the person of the party liable to effect compensation.

The provisions of this Paragraph shall not apply, and in this situation the provisions of the law shall be applicable, in the event of a case of liability due to unlawful intent and in the cases provided for in Para. 4. Any shorter statutory time-barring periods shall take precedence.

10. Applicable Law

Legal relations between us and the Customer shall be construed in accordance with the laws of the Federal Republic of Germany.

11. Jurisdictional Venu

Jurisdictional venue for any disputes arising from this contract shall be Hanover, either the registered office or the Customer's registered office. The venue for the Customer's legal action shall in any case be our registered office. Any statutory regula- tions governing exclusive jurisdictional competence shall remain unaffected.