

6. Indemnifications

- a) B&R provides no indemnity or recourse rights in any form, unless the conditions causing the indemnity or recourse were caused by the criminal intent or the gross negligence of B&R. No indemnity rights for damages to materials that an enterprise may incur are provided under the governing product liability law. This exclusion of liability is to be transmitted if the product is transmitted. If you fail to make this transmission, you are liable to B&R for any resulting disadvantages.
- b) By claims under the product liability law from an injured party directly to B&R, the immediate party to this agreement agrees to indemnify B&R, inasmuch as this party caused the damages or helped to cause them.

7. Legal Provisions

Inasmuch as compelling, legal regulations stand in opposition to individual provisions in this agreement, the respective legal regulations will apply.

So far as nothing to the contrary was laid down in this agreement, the following apply in the order stated:

- the business provisions and other provisions of the copyright owner
- our business provisions
- the provisions of the Austrian, electrical industry
- the general, delivery provisions of the Austrian, electrical and electronic industries
- the relevant precedent, legal regulations

WURD

This agreement shall be controlled by the laws of Austria. Any controversy arising under this agreement shall be submitted to the court that has jurisdiction over our registered place of business.