1. Order Confirmation 20552742

Maschinenfabrik Reinhausen GmbH, PF 12 03 60, D-93025 Regensburg

DSA International(SG) Pte Ltd
11 Sam Leong Road #01-12 Trio,
SINGAPORE 207903
SINGAPUR

Delivery address:
Techno Venture Ltd.
Corporate Office
Notun Nagar,
Sreepur, Ashulia,
1349 DHAKA
BANGLADESH

Contact person	[redacted]
E-mail	
Phone	
Fax	
Your order number	DSA_EPEL/TVL//012
Date of order	29.02.2024
Project	BREB (14MVA / 33kV)
Your customer no	[redacted]
Date	03.04.2024
Page	1 / 8

Dear Sir or Madam,

Order revised as following:
- Incoterm is changed to FCA German Airport

We hereby thank you and confirm receipt of your above mentioned order.

Item	Material no.	Qty.	Designation Unit of measure	Price (EUR) / Unit	Value (EUR)
10		**SET**	**SET CONSISTING OF following items 20 to 40: ON-LOAD TAP-CHANGER VACUTAP® VVS®: VVS III 400D-76-10 19 3G Tap-Changer accessories Modular Transformer Control System: ETOS®**		
		5	**Pcs**	[redacted]	[redacted]

Transformer data:

Type of transformer	Separate winding transformer
Mode of operation	Network application
Frequency	50,00 Hz
Rated power of transformer	14,00 MVA
Capacity	constant (FCBN)
Overload	according IEC 60076-7, ANSI C 57 91
Electrical connection of tapped winding	Delta, at line end

Item	Material no.	Designation Qty. Unit of measure	Price (EUR) / Unit	Value (EUR)
		Range of regulation "MINUS" [%]	18,00	
		Range of regulation "PLUS" [%]	6,00	
		Regulated voltage	33,000 kV	
		Vector connection regulated voltage	D	
		Number of electricalsteps	16	
		Induction of tapped transformer	constant	
		Max. step voltage in the phase	495,00 V	
		Max. rated through current	172,46 A	
		Recovery voltage	< 15 kV for type V	
		Leakage inductance approved by MR [jOhm]	5,040	
		Unclarified, technical issue	Please check maximum leakage inductance approved by MR	
		Test voltage:		
		Test voltages	according to TechnicalData	
		General:		
		Designation of positions	1...9A,9B,9C...17	
		Max. effective number of turns at position	1	
		Quantity of operation instructions for the transformer-manufacturer	1	
		Language of operating instructions for the transformer-manufacturer	English	
		Quantity of operation instructions for the transformer-operator	1	
		Language of operating instructions for the transformer-operator	English	
		Language of schematic / labels	English	
		Insulating medium (OLTC)	Mineral oil in accordance with IEC 60296	
		Insulating medium (Transformer)	Mineral oil	
		Ambient temperature	-25°C...+50°C	
		Potential calculation:		
		Result of potentialconnection	Customer request: no MR tie-in measures	
20	**BMITKN10**	**ON-LOAD TAP-CHANGER VACUTAP® VVS®: VVS III 400D-76-10 19 3G**		
	5	**Pcs**		
		Delivery date ex works:		
		19.04.2024 : Serialno. 2750282 - 2750285		
		14.05.2024 : Serialno. 2750286		
		Painting	RAL 7033, Cement grey (MR)	

Item	Material no.	Designation Qty. Unit of measure	Price (EUR) / Unit	Value (EUR)
		Corrosion resistance	C4H in accordance with ISO 12944-2 (2018) Coating for exterior applications with duration of protection up to 25 years Typical environments: Industrialareas and marine areas with moderate salt pollution.	
		Gear:		
		Drive shaft arrangement	G4	
		Upper gear unit - position of drive shaft	right	
		Gear unit	excentric	
		Supporting flange for mounting to bell-type tank	with	
		Head / Cover:		
		Protective relay design	RS 2001	
		Contacts	1 N/O (variant A)	
		Pipe connection at R	without bleeding L=140 H=82	
		Pipe connection at S	with bleeding L=140 H=82	
		Bleeder valve (head cover)	Safety valve	
		Head assembly:		
		Oil suction pipe	with	
		Options:		
		Duty of care customer	The product is supplied in accordance with MR's technical specifications, which are based on information provided by the customer. The customer has the duty of care to ensure the compatibility of the specified product with the customer's intended field of application.	
30	**B1GTKN50**	**Tap-Changer accessories**		
	5	**Pcs**		
		Delivery date ex works:		
		19.04.2024 : Serialno. 2750282 - 2750285		
		14.05.2024 : Serialno. 2750286		
		Drive shafts:		
		Painting	RAL 7033, Cement grey (MR)	
		Corrosion resistance	C4H in accordance with ISO 12944-2 (2018) Coating for exterior applications with duration of protection up to 25 years Typical environments: Industrialareas and marine areas with moderate salt pollution.	
		1 horizontal shaft H1 = with guard plate + mounting material	1.200 mm	
		1 vertical shaft V1 = with mounting material	1.600 mm	

Item	Material no.	Designation Qty. Unit of measure	Price (EUR) / Unit	Value (EUR)
40	**BETOSTKN00**	**Modular Transformer Control System: ETOS®** **5 Pcs** **Delivery date ex works:** 19.04.2024 : Serialno. 2750282 - 2750285 14.05.2024 : Serialno. 2750286		

Documentation:

Language of schematic / labels	English
Design of connection diagram	modular diagram
Connection diagram standards	DIN EN60617/IEC60617
Connection diagram inside motor-drive unit	Paper DIN A4
Language of operating instructions for the transformer-manufacturer	English
Quantity of operation instructions for the transformer-manufacturer	1
Language of operating instructions for the transformer-operator	English
Quantity of operation instructions for the transformer-operator	1
GUI language 1	German
GUI language 2	English

Communication:

IT Security	according to IEC 62443
Remote graphical interface	with
IoT connection	Manual data extraction via GUI of the web server
Additional digital inputs	GPDI - General purpose digital inputs - 4 freely configurable digital inputs
Additional digital outputs	GPDO - General purpose digital outputs - 4 freely configurable potential-free relay contacts (NO)

Monitoring:

Monitoring - OLTC	OLTC Monitoring BASIC
OLTC Type	VACUTAP®
OLTC sensors	No additional sensors required; the monitoring function uses the data integrated in ETOS®.

Control:

Motor drive / ControlCabinet	ETOS® ED
Mode of operation	Network application
Visualisation, controlunits	LAN Interface
Passage of positions	9A
Passage of positions	9C

Item	Material no.	Designation Qty. Unit of measure	Price (EUR) / Unit	Value (EUR)
		Motor drive unit signalling	Direction-independent contact -1 NO Motor protection switch - 1 NC	
		Position transmitter	BCD-Code (ISM)	
		Position transmitter module	Position Reporting Module - 0.5A with interruption	
		Housing/Wiring:		
		Climate zone	-25°C...+50°C Single-walled housing, thermostat-controlled heater	
		Cabinet size	1200	
		Corrosion resistance	C4H in accordance with ISO 12944-2 (2018) Coating for exterior applications with duration of protection up to 25 years Typical environments: Industrialareas and marine areas with moderate salt pollution.	
		Painting	RAL 7033, Cement grey (MR)	
		Cabinet door: arresting device	Stainless steel incl. door blocking	
		Locking system Cabinet	with blind cover, prepared for lock installation (Zeiss or KABA in Euro profile 17mm)	
		Door hinges	left	
		Door swing angle	130 deg	
		Terminal type	Wago type 2002	
		Wiring	H07V-K; MR-standard	
		Colour of wiring	all current circuits are wired black	
		Supply:		
		Number of grounding terminals	3	
		Motor circuit/supply voltage	400 V	
		Motor circuit/supply grid type	3AC/N	
		Motor circuit/supply frequency	50 Hz	
		Supply for heating circuit	supplied from controlcircuit	
		Heating circuit (voltage)	230 V	
		Heating circuit (network type)	AC	
		Heating circuit (frequency)	50 Hz	
		Supply for controlcircuit	From supply voltage	
		Control circuit (voltage)	230 V	
		Control circuit network type	AC	
		Control circuit (frequency)	50 Hz	
		Connection of signalling	Supply voltage provided by customer	
		Voltage signalling contacts	110V DC	
50	**B23TKN00**	**TAPCON® 230** **TAPCON® 230 Expert** **5 Pcs**	[redacted]	

Item	Material no.	Designation	Qty.	Unit of measure	Price (EUR) / Unit	Value (EUR)

Delivery date ex works:

08.05.2024 : Serialno. 2750287 - 2750291

Description:

Product designation	TAPCON® 230 Expert
Product description	Automatic voltage regulator for regulation, control and monitoring of voltage power transformers in the compact housing design (W x H x D 218 mm x 324 mm x 150 mm incl. mating plug). Basic equipment - Central processor unit - Power supply: 85..265 V AC/DC - Auxiliary voltage supply 110 V DC for digital inputs - voltage measurement 100 V AC; current measurement 1 A or 5A; output load <1 VA, - COM: Service interface RJ45
Parallel operation	Parallel operation for up to 16 transformers via CAN (galvanic isolation), tap synchronization (master/follower), circulating reactive current minimization
Tap position indication	Adjustable tap position capture using analog or digital signals BCD, DUAL, GRAY, 0(4) 20 mA or resistor contact series
Operating instruction	Installation instructions and connection diagrams. Complete operating instructions can be downloaded for free in the download center on our website
Digital inputs	16 digital inputs, 2 galvanically isolated groups, DC 110 V, ≤ 55 V (logic "0")≥ 82.5 V (logic "1")
Digital outputs	16 digital relay outputs in 2 modules DC 24 to 220 V, AC 230 V, Resilience 3A, 8 active outputs (per module); 5A, 4 active outputs (per module)
Analog inputs	4 analog inputs (adjustable)
Control system connection	Control system connection (adjustable) - Interfaces: Ethernet RJ45, RS232, RS485 - Protocols: Modbus RTU, TCP, DNP3, IEC 60870-5-101, 104; IEC 61850 Ed. 2
Installation set	Installation set incl. patch cable and plug
Protection type	front IP54, rear IP20

Total of items [redacted]

Final amount

INCOTERMS:	FCA German Airport
Terms of payment:	Advance payment
Terms of delivery:	The delivery and/or service is based on enclosed "GENERAL CONDITIONS FOR THE SUPPLY OF PRODUCTS AND SERVICES OF MASCHINENFABRIK REINHAUSEN GMBH" (MR_TC_ALB_EN_03_2021).

If we can be of any further assistance, please do not hesitate to contact us.

Best regards,

Maschinenfabrik Reinhausen GmbH

This document was computer-generated and does not require a signature.

Kindly note:

Shipments and services (the fulfillment of contract) shall be under the provision that fulfillment is not being restricted by any national or international regulations, particularly export control regulations and embargoes or any other restrictions.
The contract partners shall obligate themselves to provide all information and documentations needed for the export/domestic shipment/import.
Delays caused by export checks or licensing procedures shall override any lead time or deadlines stipulated.
If any required licenses for certain items cannot be obtained, the contracts shall be considered as not concluded regarding the items in question; because of this and of above-mentioned transgression of deadlines, any claims for damages shall be excluded.

In accordance with Article 12g of Regulation (EU) 833/2014 we prohibit the direct or indirect sale to the Russian Federation as well as the direct or indirect (re-)export for use in Russia of concerned goods or technologies. The customer shall undertake all reasonable measures to ensure the purpose of this clause and establish an appropriate monitoring mechanism regarding its customers and third parties. The customer shall inform us immediately of any activities of third parties that impair the purpose of this clause. In case of a breach of this clause by customer, we reserve the right to take further legal action, e.g. termination of the contract and claim of directly and indirectly incurred damages. The customer shall provide us with all requested information regarding compliance with this clause within two weeks.

Please refer to the attached enclosures as applicable.

Enclosures

2[redacted]2

Drawing	Version	Description	Item
10961012	01	VVS III 400D-76-10 19	20
101168460E	01	SWIVELLING RANGE UPPER	20
101168831E	00	BELL TYPE-TANK	20
101168850E	00	TAP CHANGER HEAD	20
101168880E	01	INST DRAWING VVS WITH	20
101168890E	00	Justierplan VVS / obere	20
101177440E	01	Laststufenschalter VVS-	20
10957491	00	Drive shaft arrangement	30
8929167M	04	Bevel gear CD6400	30
8990843E	04	PROTECTIVE RELAY RS	30
10999223	00	ETOS®	40
101334990E	02	ETOS SIDE DRIVE 1200	40
7870269	02	TC230 Expert EN	50
2149290	03	General Conditions EN	

General Conditions for the Supply of Products and Services of Maschinenfabrik Reinhausen GmbH

I. General Conditions

1. The written order confirmation of MASCHINENFABRIK REINHAUSEN GMBH (hereinafter referred to as “MR”), including any written amendments, governs the delivery and performance of MR products and services (hereinafter collectively referred to as “Supplies”).
2. MR’s deliveries are made and services are performed exclusively on the basis of these General Conditions for the Supply of Products and Services (hereinafter referred to as the “General Conditions”), which apply only if the Purchaser is an entrepreneur (§ 14 BGB, i.e. German Civil Code), a public authority or a special fund pursuant to public law. These General Conditions are also applicable to future sale of Supplies even if not explicitly agreed, unless MR bases the sale on other general conditions of sale expressly approved by MR in writing. Without MR’s written agreement, Purchaser’s terms and conditions are not binding on MR even if they have been included in Purchaser’s order and have not been explicitly contradicted by MR, whether or not they are material. MR’s performance does not constitute acceptance of Purchaser’s terms and conditions. Reference to the applicability of legal regulations is intended only for clarification. Even without such clarification, the legal regulations apply to the extent they are not explicitly changed or excluded in these General Conditions.
3. Any documents relating to a quotation such as cost estimates, illustrations, drawings and weight details (collectively, the “Documents”) shall not be binding unless specifically so agreed. MR reserves all rights, right, title and interest (including copyright) to the Documents. The Documents shall not be made available to third parties without the prior written consent of MR and they shall, upon request, be immediately returned to MR if MR is not awarded the contract. Sentences 2 and 3 shall apply reciprocally to Purchaser's Documents, but these may be made available to those third parties to whom MR may transfer Supplies and/or Services.
4. Purchaser shall have the non-exclusive right to use standard software in unchanged form with the stipulated performance characteristics for the agreed Supplies. Purchaser may make two back-up copies without MR’s Supplier's express consent.
5. Purchaser shall refrain from exploiting any Documents and/or imitating or redeveloping any Supplies itself or by third parties in any way (in particular by reverse engineering).
6. Partial delivery of Supplies shall be permissible to the extent reasonable.

II. Prices and terms of payment

1. Prices are based on delivery ex works excluding packing plus any sales tax payable under applicable law, unless otherwise expressly agreed.
2. Payments shall be due 30 days after date of invoice and delivery, in cash and free of all deductions, made to the address for payment specified by MR, unless other payment conditions have been expressly agreed.
3. If payment is not made when due, MR shall be entitled to interest on amounts in arrears at 9 percentage points p. a. over the base lending rate as published by the German Federal Reserve Bank. MR reserves the right to claim further damages in the case of late payment.
4. Purchaser may set off only claims that are undisputed or have been determined in a legally binding manner. In the case of any defects, counterclaims of the Purchaser, including but not limited to claims arising from Article VII No. 5 of these General Conditions, shall remain unaffected.

III. Retention of title

1. MR shall retain title to the Supplies (Secured Goods) which shall remain the property of MR until all contract claims against Purchaser have been satisfied. If the realizable value of MR’s collective security rights exceeds the amount of all secured claims by more than 10 %, MR shall, on Purchaser’s request, release a corresponding part of the retained rights.
2. For the duration of the retention of title Purchaser may not give any of the Supplies in pledge or as security, and release of Supplies shall be permissible only to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or retains title so that the property is transferred to the customer only after fulfillment of the customer’s obligation to pay.
3. Purchaser shall immediately inform MR in writing of any seizure, confiscation or other acts or interventions by third parties.
4. If Purchaser materially breaches a contractual obligation, including but not limited to a delay in payment, MR shall be entitled to terminate the contract and/or take back the Supplies. Purchaser shall be obliged to return the purchased Supplies. If MR retakes the Secured Goods or asserts other rights pursuant to the retention of title, the contract shall nevertheless not terminate unless expressly stated by MR.

IV. Time for delivery; delay

1. Delivery periods are approximate target times and not binding. Observance of the stipulated time for delivery is conditioned upon the timely receipt of all documents, necessary permits and releases, including plans to be provided by Purchaser, as well as fulfillment of the agreed terms of payment and other obligations by Purchaser. If these conditions are not fulfilled on time, the time for delivery will be extended reasonably except if MR is responsible for the delay. MR will inform Purchaser accordingly without delay.
2. If MR’s non-observance of the time for delivery is due to an event of Force Majeure (as defined below), such time shall be extended reasonably. MR will inform the Purchaser accordingly without delay. “Force Majeure" means an event beyond the control of MR which prevents MR from complying with any of its obligations, including but not limited to: (a) Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; (c) rebellion, revolution, insurrection, or military or usurped power, or civil war; (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; (e) riot, commotion, strikes, go slows, lock outs or disorder; or (f) acts or threats of terrorism.
3. If MR is responsible for a delay in delivery, Purchaser - provided it can credibly establish that it suffered a loss from such delay - may claim compensation of 0.5 % of the purchase price for every full week of delay but in no event more than a total of 5 % of the net price of the delayed Supplies.
4. Except as otherwise required by applicable law (such as in cases of willful misconduct or bodily injury), Purchaser’s claims for damages as a result of delayed delivery and claims for damages instead of performance which exceed the limits specified in No. 3 shall be excluded in all cases of delayed delivery, including after expiry of an extension of time for delivery that MR may have granted. Purchaser may terminate the contract only as provided by law and only if the delay in delivery was MR’s responsibility.
5. Upon request by MR, Purchaser shall state within a reasonable length of time if it is terminating the contract as a result of the delay in delivery and/or demanding a claim for damage in lieu of performance or insisting on delivery.
6. If, at Purchaser's request or for reasons for which it is responsible, dispatch or delivery is delayed by more than one month after notice is given that goods are ready for dispatch, MR may charge Purchaser storage costs for each month thereafter in the amount of 0.5 % of the gross price of the Supplies, but in no event shall the aggregate storage charges exceed a total of 5 % of the price. The parties may nevertheless furnish proof of higher or lower storage costs. Legal claims of MR (including but not limited to indemnification for any additional costs and expenses incurred, termination) shall not be affected. Any such storage costs shall, however, be credited towards any further pecuniary claims.

V. Transfer of risk

1. All risk shall pass to Purchaser, including if "carriage paid" delivery has been agreed, when the Supplies (or partial shipment of the Supplies) leaves the factory, regardless of whether further services such as commissioning or start-up remain to be performed following delivery. At the written request and expense of Purchaser, shipments will be insured by MR against usual transport risks.
2. If the dispatch or the delivery is delayed for reasons for which Purchaser is responsible, or if Purchaser has failed for other reasons to accept delivery, the risk shall pass to Purchaser as soon as MR has given notice that the goods are ready to be dispatched.
3. With respect to Supplies which are services, all risk shall pass to Purchaser upon completion of those services.

VI. Taking delivery

Deliveries shall be accepted by the Purchaser, regardless of minor defects.

VII. Limited Warranty for defect of quality

MR hereby warrants the Supplies to be free from defects in workmanship and materials and to conform to any specially agreed specifications for a period of twenty-four months (the “limitation period”) from the date of shipment or completion of services.
In the case of breach of warranty, MR shall be liable as follows:

1. MR shall, at its option and expense, repair, replace or provide parts or services for those that prove to be defective within the limitation period - irrespective of operating time - provided that the cause of the defect occurred prior to the time at which the risk passed to the Purchaser.
2. For services, MR's liability for defect of quality shall be limited to exchanged parts and work performed.
3. Claims for defects of quality expire after the limitation period, i.e. within twenty-four months unless otherwise provided by law. The special provisions of law regarding time limits (in particular § 438(1) no. 1 and no.2, §§ 444 and 445b of the German Civil Code) shall remain in effect.
4. A condition to the Purchaser's claim for defects is that the Purchaser has fulfilled its legal obligations to inspect for and give notice of such defects. Any inspection of parts or components that are integrated into other products must be carried out prior to installation. If defects are apparent either in the inspection or thereafter, the Purchaser is to give MR prompt written notice. Notice will be deemed to have been given promptly if given within two weeks, whereby for purposes of meeting this deadline, sending the notice within that period is sufficient. In addition to this duty of inspection and notice, the Purchaser shall give written notice of any readily apparent defect (including delivery of the wrong product or quantity) within two weeks of delivery, whereby also in this case sending the notice within the period is sufficient.
   The Purchaser shall immediately notify MR in writing of any breach of warranty.
5. Purchaser may withhold payment based on claims of breach of warranty only in an amount that is commensurate with the actual defect(s). Purchaser may withhold payment only if a claim of breach of warranty is made and MR does not dispute it.
6. Purchaser shall give MR a reasonable period to rectify a defect. In the case of replacement, Purchaser shall return the defective part or component to MR pursuant to relevant provisions of law. Rectification of defects shall include neither removal of the defective part or component nor reinstallation if MR was not originally responsible for installation. MR shall bear, or reimburse the Purchaser for, costs incurred in connection with corrective work, including for materials, labor, shipment and travel. If costs are increased because the products or devices on which services were performed have been transferred to some place other than the agreed upon place of delivery, Purchaser shall bear such additional costs. Purchaser shall also pay the costs of sending the defective item to MR. MR reserves the right to require indemnification for costs incurred in connection with an unwarranted request for rectification of a defect unless the absence of a defect could not have been ascertained by the Purchaser.
7. If MR's attempted remedy of any warranty breach fails, Purchaser - irrespective of any claims for damage with respect to Article X - may terminate the contract or decrease the remuneration by a commercially reasonable amount.
8. Claims for breach of warranty shall not include minor deviations from the quality or condition agreed upon, minor impairment of usability, or natural wear and tear or damage arising - after the transfer of risk - from faulty or negligent handling, excessive strain, unsuitable equipment, defective workmanship, inappropriate foundation soil, chemical, electrochemical, electrical or other external influences not assumed under the contract, or from non-reproducible software errors. Claims for defects of quality do not cover modifications or repairs (and the consequences that result) carried out improperly by Purchaser or by third parties.
9. Purchaser's claims for legal recourse against MR are valid only to the extent that the Purchaser has not made any agreement with its customer beyond those imposed by law. Moreover, the provisions of No. 8 apply to and restrict Purchaser's claims under this No. 10.
10. Article X also applies to damage claims ("Other damage claims"). Furthermore, MR hereby excludes Purchaser's claims against MR and its agents concerning warranties for quality defects except as permitted by this Article VII.

VIII. Industrial property rights and copyrights; defects of title

1. Unless otherwise agreed, MR shall furnish the Supplies free of third party industrial property rights and copyrights (hereinafter referred to as "Property Rights") only in the country of delivery. If a third party, because of an alleged infringement of Property Rights, asserts legitimate claims against Purchaser for products furnished by MR and used in conformity with the contract, MR shall be liable to the Purchaser within the limitation period as follows:
   a) At its own option and expense, MR shall either obtain a right to use the relevant products, modify them so as not to infringe upon the Property Rights, or replace them. If this is not possible on terms acceptable to MR, Purchaser may terminate the agreement or reduce the purchase price by a commercially reasonable amount.
   b) Any obligation of MR to honor a claim for damage is limited by Article X below.
   c) The obligations of MR described above are applicable only if Purchaser immediately notifies MR in writing as to the claims lodged by a third party, an infringement is not acknowledged, and all counter-measures and settlement negotiations are reserved by MR. If Purchaser ceases to use any of the Supplies in order to reduce damage or for other material reasons, it shall advise the third party that the cessation of use is not an acknowledgement of an infringement of Property Rights.
2. Claims of Purchaser against MR shall be excluded if the Purchaser is responsible for the infringement of Property Rights.
3. Claims of Purchaser shall also be excluded if the infringement of Property Rights was caused by specific demands of the Purchaser, by a use of the product not foreseeable by MR or by the product being altered by Purchaser or being used together with products not provided by MR.
4. In the case of Property Right infringements, the provisions as defined in Article VII, Nos. 6, 7 and 11 apply to those claims by Purchaser cited in No. 1a).
5. For other defects of title, the provisions as defined in Article VII apply.
6. Further claims or any claims made by Purchaser against MR and its agents other than those dealt with in this, Article VIII, concerning a defect of title are excluded.

IX. Impossibility of performance, contract adaptation

1. If a delivery is not possible, Purchaser may claim damages, unless MR is not responsible for the impossibility. The Purchaser's claim for damages shall be limited to 10 % of the value of that part of the Supplies which, owing to the impossibility, cannot be put to the intended use. This limitation shall not apply (a) in cases of intent or gross negligence or (b) if there is a legally binding liability on the part of MR due to injury to life, body or health. Purchaser's right to terminate the contract remains unaffected.
2. To the extent unforeseeable events such as are described in Article IV, No. 2. materially change the economic importance of the Supplies or materially affect MR's business, the contract shall be adapted accordingly with due regard to the principle of good faith. If this is not economically reasonable, MR may terminate the contract. MR shall not be entitled to withdraw from the contract in an event which is attributable to MR.
   If MR wishes to make use of this right of termination, it shall notify Purchaser in writing immediately after becoming aware of the significance of the event. This right of MR to terminate shall apply regardless of whether MR and Purchaser have agreed to an extension of the delivery time. MR shall without delay refund any consideration already received from Purchaser.

X. Other claims for damages

1. As to Purchaser's claims for damages and expenses (hereinafter referred to as "Claims for Damages"), including those concerning violation of contractual obligations and tort, regardless of their legal basis, MR is liable to Purchaser only in case of intent, fraud or gross negligence. The limitation of liability set forth in the first sentence of this Article X No. 1 applies also in cases of breach of duty by or to the benefit of its agents, legal representatives, employees and other entities providing fulfillment or installation services for whose fault MR is responsible by reason of applicable law. This limitation of liability does not apply to Purchaser's claims based on breach of a material contractual obligation (which means a duty, whose due fulfillment is necessary for the proper carrying out of the contract and on whose observance the contract partner regularly relies on and may rely on) or guarantees provided by MR. In cases of Article X, No. 1, Sentence 3, however, MR's liability is limited to damages which are typical for this kind of contract and foreseeable by MR at the time of entering into the contract except to the extent MR is liable by reason of intention, fraud or gross negligence. In particular, without limitation, indirect and consequential damages which are the consequence of defects in the product delivered are subject to recovery only to the extent such damages are the consequences of defects which are normally expected in case of use of the delivered product in accordance with MR's directions.
2. The limitations of liability set forth in Article X, No. 1 above shall not apply to Purchaser's claims for loss of life, bodily injury or damage to health or if excluded by product liability laws.
3. If the Purchaser is entitled to claims for damage under this Article X, the duration of liability of these claims corresponds to the time as set forth in the applicable limitation period regarding claims for defects of quality pursuant to Article VII, No. 3. The statute of limitations applies to claims for damages based on loss of life, personal injury or injury to health or based on applicable product liability laws. The statute of limitations also applies to claims for damages in case of gross negligence or intent.

XI. Use of non-personal data

Insofar as MR obtains non-personal data of the customer and/or third parties in the course of the performance of the contractual relationship (e.g. device characteristics, performance parameters, other technical information), MR may use this data for its own business purposes (e.g. for further product development, quality controls and improvement of the range of services) for an unlimited period of time. This applies accordingly to such data that MR has sufficiently anonymized in accordance with the applicable data protection regulations. MR will not share this data with third parties outside the MR group of companies

XII. Governing law

The laws of the Federal Republic of Germany to the exclusion of its conflict of law provisions of German International Private Law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be applicable.

XIII. Settlement of Disputes concerning national Supplies

The following arbitration clause shall apply to contracts by and between MR and Purchaser whose business address is in the Federal Republic of Germany:
All disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS) (German Institution for Arbitration) without recourse to the ordinary courts of law. The place of arbitration is Munich. The number of arbitrators is three. The arbitral proceedings shall be conducted in English. The laws of the Federal Republic of Germany shall be exclusively applicable to this arbitral proceeding, except for its rules regarding the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG), both of which are hereby excluded.

XIV. Settlement of Disputes concerning international Supplies

The following arbitration clause shall apply to contracts by and between MR and Purchaser whose business address is outside the Federal Republic of Germany:
All disputes arising out of or in connection with this contract including questions regarding the legal validity of this contract and this arbitration clause shall be finally settled out of court and shall be referred to arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Zurich, Switzerland. The language of the arbitral proceedings shall be English. The laws of the Federal Republic of Germany shall be exclusively applicable to this arbitral proceeding, except for its rules regarding the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG), both of which are hereby excluded.

XV. Validity of the contract

In case of the legal invalidity of individual terms, the remaining parts of the contract shall remain binding. The parties shall undertake to replace the invalid provision by a new one which as far as possible shall meet the economic purpose intended by the invalid provision save where adherence to the contract would mean an undue hardship on one of the parties.