Liquidated damages under Clause 13 and termination of the contract with limited compensation under Clause 29 shall only be permitted after a period of one year from delivery. If the daily use of the Products exceeds that which is agreed, this period shall be reduced proportionately.

15 Where a defect in a part of the Products has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Products for one year. For the remaining parts of the Products the period mentioned in Clause 29 shall be extended only by a period equal to the duration of the Products which has been put out of operation as a result of the defect.

The Purchaser shall not waive under any circumstances the notice by which appears after a period of two years after the expiry of the period given in Clause 23. The notice shall contain a description of the defect. If the Purchaser fails to notify the Supplier in writing of a defect within the time-limits set forth in this Clause, he loses his right to the defect remedied. When the defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier in writing. The Purchaser shall bear the costs of any necessary repairs.

On receipt of the notice in writing under Clause 28 the Supplier shall remedy the defect without undue delay and at his own cost as stipulated in Clauses 37 and 38. If the defect is such that the Supplier has become bound to renew the contract or to deliver new Products, the Purchaser shall have the right to demand the price which is due to be paid for the Products be reduced proportionately. If the Purchaser deems it appropriate that the defective part or the Products is returned to him for repair or replacement. The Supplier is obliged to carry out demolition and reinstatement of the part of the Products this requires special knowledge. If such special knowledge is not required, the Supplier has fulfilled his obligations in respect of the defect when he delivers to the Purchaser a duly repaired or replaced part.

If the Purchaser has given such notice as mentioned in Clause 27 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he has incurred as a result of the notice.

The Supplier shall be held to his own expense for any reasonable cost incurred by the Purchaser for repair, dismantling, installation and transport as a result of the Products being located in a place other than the place at the Supplier shall be entitled to compensation for the difference between the reasonable costs incurred by the Purchaser for repair, dismantling, installation and transport and the value of the Products which is due to be paid for the Products.

Any defect which has been properly remedied shall not be declared to exist if the Purchaser terminates the contract in whole or in part. The Supplier is not liable for defects which are the result of the Purchaser's own fault.

If the defect has not been successfully remedied as stipulated under Clause 32, the Supplier is entitled to a reduction in the price of the Products in proportion to the difference between the normal value of the Products and the value of the Products which is due to be paid for the Products, unless the defect is such that the Purchaser is entitled to terminate the contract in whole or in part. Where such defects or remedial works have been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier’s liabilities for the said costs.

Where the defect has not been successfully remedied as stipulated under Clause 32, the Supplier is entitled to a reduction in the price of the Products in proportion to the difference between the normal value of the Products and the value of the Products which is due to be paid for the Products, unless the defect is such that the Purchaser is entitled to terminate the contract in whole or in part.

The Supplier is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the Products. The Supplier's liability does not cover damages which are caused by failure of maintenance, incorrect operation or failure of operating elements caused by the Purchaser or third parties.

Regardless of whether the damage is for defects or any other type, the Purchaser shall in any case notify the Supplier of the defect which is the cause of the damage within 12 months of becoming aware of it. After the expiration of this period, the Supplier shall be discharged from liability. If the Purchaser does not notify the Supplier within the time limits of his obligations, he shall be deemed to have lost his claim for compensation. If the Supplier has given written notice under Clause 25 the Supplier shall remedy the defect without undue delay and at his own cost as stipulated in Clauses 37 and 38. If the defect is such that the Supplier has become bound to renew the contract or to deliver new Products, the Purchaser shall have the right to demand the price which is due to be paid for the Products be reduced proportionately. If the Purchaser deems it appropriate that the defective part or the Products is returned to him for repair or replacement. The Supplier is obliged to carry out demolition and reinstatement of the part of the Products this requires special knowledge. If such special knowledge is not required, the Supplier has fulfilled his obligations in respect of the defect when he delivers to the Purchaser a duly repaired or replaced part.

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