

# Narda STS

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5.4 The liability of Narda Safety Test Solutions GmbH for indirect consequential damages and any indemnity, additional costs etc. is limited.

The limitation of liability does not include damages:

- Of life, the body, or health resulting from, at least, a negligent breach of duty;
- Resulting from the product safety / liability law.
- Resulting from, at least, a gross negligent breach of duty by Narda or its explicit agent.

Furthermore, the limitation of liability is not valid for damages resulting from, at least, a gross negligent breach of the fundamental duties of this Agreement.

## 6. Severability

Should any provision of this Agreement be or become invalid, ineffective or unenforceable, the remaining provisions of this Agreement shall be valid. The parties agree to replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision which best meets the commercial intention of the parties. The same shall apply in case of omissions.

## 7. Applicable Law and Place of Jurisdiction

7.1 This Agreement shall be constituted under the law of Germany. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

7.2 The Place of Jurisdiction for any dispute between the Parties shall be Tuebingen (Germany).

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