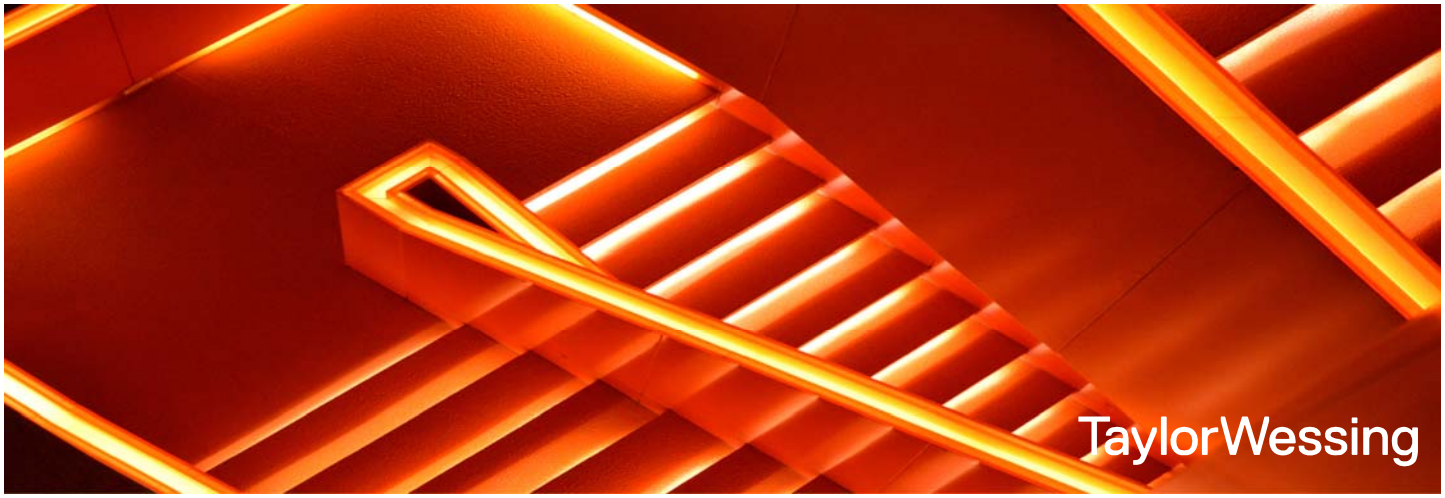

March 2021

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Liabilities and Indemnities under German Law…

CONTENT

INTRODUCTION

Under German law **limitation/exclusion of liability clauses respectively indemnity clauses require an individual agreement (no general terms and conditions ("GTC") or standard agreements with contract terms pre-formulated for more than two contracts)**.

There is more **freedom of contract** in **CISG** (UN Convention on International Sale of Goods) or **Common law** or **Swiss law**. Therefore, for cross-border businesses respectively international agreements it might be considered to choose another law than German law. But even in national agreements it might be worth considering an escape from German law in standard agreements and GTC.

See Martin Rothermel's very helpful 2nd Edition of the publication on International Purchases, Deliveries and Distribution: It contains compact information and considerations on international purchase, supply and distribution contracts (choice of law and jurisdiction or arbitration, German law - CISG - Swiss law - Common law in comparison (with a very helpful spreadsheet table on similarities and differences in contract structure comprising over 80 topics), internationally mandatory provisions in distribution in more than 50 regions and countries, retention of title provisions and validity of consignment agreements in more than 75 countries, basics of antitrust law for vertical agreements in the EU and more than 10 other countries, comments on Incoterms®2020). The book also contains an spreadsheet overview of content, similarities and differences in 12 well known arbitration rules of international arbitration institutions as alternatives for state courts. Moreover the Book provides an update on the Brexit consequences and other international free trade agreements that were signed in 2020 in large scale (creating the two biggest free trade zones in the world).

Liabilities

STRICT GERMAN LAW ON STANDARD AGREEMENTS AND GTC

As frequently discussed, German law and German jurisdiction is very strict with respect to **GTC and standard agreements** with contract terms preformulated for more than two contracts (since these are understood to be GTC under German law, Sec. 305 para 1 German Civil Code ["**BGB**"]). It is almost impossible to deviate from statutory German law to the benefit of the party using such GTC. This explicitly applies to the limitation/exclusion of liability clauses respectively indemnity clauses.

Since German courts do not really differentiate between B2B and B2C agreements respectively terms and conditions. This means that the catalogues in German law (§§ 308 and 309 BGB) of invalid clauses in B2C terms and conditions are applied to B2B agreements via the general reasonableness test (§ 307 BGB). This – in terms of liability limitations or exclusions – does especially have the following impacts:

- **No limitation/exclusion for intent** (*Kein Ausschluss der Vorsatzhaftung*) - § 276 para. 3 BGB, § 202 BGB (This is clear under the law and needs no citation of textbooks or jurisdiction.).
- **No limitation/exclusion for gross negligence** (*Keine Ausschlüsse für grobe Fahrlässigkeit*); gross negligence is understood as the infringement to an unusually high degree of the required due diligence and the non-observance of what should have been evident to anyone in the present case (Wurmnest, Münchener Kommentar zum BGB, Vol. 2, 8th Edition 2019, § 309 No. 7 nos. 20). Although § 309 No. 7 lit. b BGB in general only applies to B2C agreements, it is recognized by German Courts that the provision itself is an indicator for an unreasonable disadvantage in the sense of § 307 BGB, meaning that such clauses are mostly invalid in B2B terms and conditions as well (FCJ, Judgement of 19-06-2013, VIII ZR 183/12 = NJW 2014, 211; FCJ, Judgement of 19-09-2007, VIII ZR 141/06 = NJW 2007, 3774; FCJ Judgement of 19-06-2013, VIII ZR 183/12 = NZV 2014, 120;Wurmnest, Münchener Kommentar zum BGB, Vol. 2, 8th Edition 2019, § 309 No. 7 nos. 33; Grüneberg, Palandt, 80th Edition 2021, § 309 nos. 55; Schwab, JuS 2020, 561).
- **No limitation/exclusion for gross negligent behaviour of auxiliary persons** (*Keine Ausschlüsse für Hilfspersonen*); in terms of gross negligent behaviour of auxiliary persons, German Courts formerly used to differentiate between the type of auxiliary persons and the degree of fault. Due to the stated indication of an unreasonable disadvantage, German Courts now consider any type of exclusion for gross negligence of the user itself, his legal representatives, his executives and any auxiliary persons as invalid (FCJ, Judgement of 19-09-2007, VIII ZR 141/06 = NJW 2007, 3774; FCJ, Judgement of 13-01-2000, III ZR 62/99 = NJW-RR 2000, 998; Grüneberg, Palandt, 80th Edition 2021, § 309 nos. 48, 50, 55; Christensen, Ulmer/Brandner/Hensen AGB-Recht, 12th Edition 2016, § 309 No. 7 nos. 33, 43, 45).
- **No limitation/exclusion for negligent violation of material duties** (*Keine Ausschlüsse für fahrlässige Verletzung von „Kardinalpflichten*); any exclusion or limitation for violation of material duties, the fulfillment of which enables the proper implementation of the contract and upon the fulfillment of which the other party regularly may rely (*Kardinalpflichten*) constitute an unreasonable disadvantage to the contractual partner (FCJ, Judgement of 15-09-2005, I ZR 58/03 = NJW-RR 2006, 267; OLG Hamburg, Judgement of 13-01-2011, 6 U 150/09 = BeckRS 2011, 7060; Wurmnest, Münchener Kommentar zum BGB, Vol. 2, 8th Edition 2019, § 309 No. 7 nos. 20 and nos. 26; Grüneberg, Palandt, 80th Edition 2021, § 309 nos. 50, 55).
- **No limitation/exclusions for foreseeable damages in case of negligent violations of obligations that are not material** (*Keine Beschränkung der vorhersehbaren Schäden bei leicht fahrlässiger Verletzung von Pflichten, die keine Kardinalpflichten sind*); courts frequently had to examine, clauses in which the liability was limited to a certain sum and decided that the effectiveness of a cumulative liability limitation depends on whether the maximum sum is sufficient to cover the type of foreseeable damages; however, this is often not possible and the limitation of liability may therefore in principle also be made in such a way that the liability is limited to the damage expected to be typical for the type of contract (FCJ, Judgement 08-07-2012, VIII ZR 337/11= NJW 2013, 291; FCJ, Judgement of 14-11-2000, X ZR 211/98 = NJW-RR 2001, 342; Grüneberg, Palandt, 80th Edition 2021, § 309 nos. 48, 51, 53).
- **No limitation of statute limitation for liability that may not be limited otherwise** (*Keine Verkürzung der Verjährung für Pflichtverletzungen, bei denen auch die Haftung in der Höhe nicht begrenzt werden kann*); where limitation can not be limited, statute limitation can not be shortened (Grüneberg, Palandt, 80th Edition 2021, § 309 nos. 45; FCJ, Judgement of 22-09-2015, II ZR 340/14 and 341/15 = DB 2015, 3000).
- **No limitation/exclusion for personal damages** (*Keine Haftungsbeschränkung für Verletzung von Körper, Leib, Leben und Gesundheit*); § 309 No. 7 lit. a BGB applies without doubt to B2B business (Ulmer/Brandner/Hensen AGB-Recht, 12th Edition 2016, § 309 No. 7 nos. 23; FCJ, Judgement of 19-09-2007, VIII ZR 141/06 = NJW 2007, 3774; LG Saarbrücken, Judgement of 12-06-2018, 4 O 422/15 = BeckRS 2018, 53432).

- **No limitation/exclusion for certain kinds of damages like loss of profit** (*Kein Ausschluss für bestimmte Schadensarten)* – although this might be interesting and this can be read frequently in GTC, such single damages cannot be excluded (Wurmnest, Münchener Kommentar zum BGB, Vol. 2, 8th Edition 2019, § 309 No. 7 nos. 29), e.g. indirect (FCJ, Judgement of 21-03-2002, VIII ZR 493/00 = NJW 2002, 2470; Wurmnest, Münchener Kommentar zum BGB, Vol. 2, 8th Edition 2019, § 309 No. 7 nos. 23), e.g. subsequent (FCJ, Judgement of 22-04-1988, 2 U 219/87 = NJW-RR 1988, 1082; FCJ, Judgement of 10-01-2019, III ZR 109/17 = BKR 2020, 39; Wurmnest, Münchener Kommentar zum BGB, Vol. 2, 8th Edition 2019, § 309 No. 7 nos. 23) .
- **No limitation/exclusion with respect to insurers' coverage** (*Keine Deckelung in Höhe der Haftpflichtversicherung bzw. Verweis auf Haftpflichtversicherung*); although this can be read frequently in GTC, such connection can not be made, unless such sum is sufficient to cover the type of foreseeable damages in the concrete case (FCJ, Judgement of 06-12-1990, I ZR 138/89 = NJW-RR 1991, 570; FCJ, Judgement 08-07-2012, VIII ZR 337/11-= NJW 2013, 291; Wurmnest, Münchener Kommentar zum BGB, Vol. 2, 8th Edition 2019, § 309 No. 7 nos. 34).
- **No limitation to a certain amount in every case** (Keine Haftungsbeschränkung auf einen bestimmten Betrag oder einen bestimmten Prozentsatz); although this can be read frequently in GTC, such limitation by sum cannot be made (unless such sum is sufficient to cover the type of foreseeable damages in the concrete case) (FCJ, Judgement 08-07-2012, VIII ZR 337/11 = NJW 2013, 291; Wurmnest, Münchener Kommentar zum BGB, Vol. 2, 8th Edition 2019, § 309 No. 7 nos. 38, 39; Grüneberg, Palandt, 80th Edition 2020, § 309 nos. 51).
- **No limitation/exclusion if clause is unclear or suprising** (*Keine Beschränkung wenn die Bestimmung unklar oder überraschend ist*); § 305c BGB (This is clear under the law and needs no citation of textbooks or jurisdiction.).
- **No limitation/exclusion with admissibility reservation** (*Keine salvatorische Klausel zum Erhalt der Haftungsbeschränkung*); although this is can be read frequently in GTC, the general admissibility reservation („*soweit gesetzlich zulässig*") is not curing inadmissible exclusions/limitations (FCJ, Judgement of 22-09-2015, II ZR 340/14 and 341/15 = DB 2015, 3000).

MORE FLEXIBLE INTERNATIONAL ALTERNATIVES

Other national legal systems do provide **more freedom of contracts even in standard agreements** respectively GTC.

Common law, for example, is not similarly strict as German law with respect to GTC deviating from the liability regime under the law of England and Wales – especially where for international businesses the Unfair Contract Terms Act is not applicable (assuming that we are not dealing with consumer law here).

Another – frequently recommended – alternative could be **Swiss law** since Swiss law does not provide for any control of standard terms or GTC by law or jurisdiction (provided that it does not deal with consumer products). Swiss law might have the disadvantage that it is not possible in agreements (no matter if individual agreements or standard terms) to exclude or reduce liability for intent and gross negligence (whereas in Germany the threshold is for intent only). But in all other cases, even in standard clauses and GTC, more modifications would be possible than under German law.

Another alternative, frequently cited, is the use of **CISG**, the so called **Convention on the International Sale of Goods**, after its place of birth the Vienna Convention – see: https://uncitral.un.org/en/texts/salegoods. CISG does not provide for control of standard terms or GTC by – but national law might apply containing such control of standard terms or GTC. This would however might result in a comparision between the basic principles of CISG and the provisions of the contract.

All of these might – from a German law perspective appears to be more promising in the direction of freedom of contract than German law.

When to apply alternatives internationally

In Agreements in **cross-border transactions** the choice of another than German law for businesses is possible (according to the Rome I Regulation, 593/2008 of 17 June 2008, applicable for all European Member States except of Denmark).

When to apply alternatives nationally

In the case of so-called **national domestic affairs,** when all elements relevant to the situation at the time are located in one country, the choice of law of another country is only valid as a substantive law referral contract, because of Article 3 (3) and (4) of the Rome I-Regulation. There are also **EU-wide-domestic affairs,** where compulsory EU law applies (Article 3 (3) Rome I Regulation). It basically says that in such cases you can not deviate from **national mandatory law**: *„Where all other elements relevant to the situation at the time of the choice are located in a country other than the country whose law has been chosen, the choice of the parties shall not prejudice the application of provisions of the law of that other country which cannot be derogated from by agreement."*

So, the question is, what are the *"provisions of the law of that other country which cannot be derogated from by agreement"*. In other words what is *ius cogens* here?

This is difficult to determine as there is no catalogue in statutory law and/or no clear jurisdiction. With respect to terms and conditions, it is frequently assumed without further considerations that strict German law in §§ 305 et al

BGB must be understood as ***ius cogens*** (Magnus, Staudinger, BGB, 2016, Art. 3 Rom I-VO, nos 146; OLG Frankfurt a. M., Judgment of 01-01-1989, NJW-RR 1989, 1018; Martiny, Münchener Kommentar zum BGB, Vol. 13, 8th Edition 2021, Rom I-VO Art. 3 nos. 86-88); other provisions which can be derogated from shall be found in §§ 225, 276 para 3., 312 et al, 444, 491 et al, 540, 611a, 651l BGB (as above).

Nevertheless, it might be worth to consider an alternative law even for domestic affairs, since the vast majority of strict clauses preventing liability exclusions are applicable for B2C and not for B2B, says the law itself. It is German jurisdiction that applies these provisions to B2B agreements and it is not clear that this decisions must be understood as *ius cogens*.

Indemnities

INDEMNITY IS NO PART OF GERMAN STATUTORY LAW

Indemnity claims can often be found in terms of delivery

Both supplier and purchaser may have a legitimate interest in being indemnified against any third-party claims, for example with regard to infringements of industrial property rights and resulting injunctive reliefs/claims for damages, as set out in the Federal Court of Justice (FCJ) judgment of 15 December 2010 - VIII ZR 86/09 = NJW-RR 2011, 479 f.: The purchaser has informed the supplier of an existing industrial property right – the supplier has nevertheless supplied the products, but has granted an indemnity claim in the event of infringements of industrial property rights. The owner of the industrial property right has brought an action against the purchaser and his authorised dealer for information, omission and damages. After this legal dispute ended without the involvement of the supplier, the FCJ ruled that the supplier would have been obliged to join the legal dispute and to defend the purchaser against the claims.

What does a "right to indemnification" legally mean and what consequences does it have?

According to prevailing jurisdiction (though almost always only the same 4 judgements are quoted, above all the decision of the FCJ of 15. December 2010), the essence of a duty of indemnification existing on a legal or contractual basis is not only the satisfaction of justified claims, but also the obligation to defend against unfounded claims (FCJ, judgement of 29-11-2013 - LwZR 8/12 with further evidence in: FCJ, judgment of 15.12.2010 - NJW-RR 2011, 479 f.; FCJ, judgment of 24.10.2002 - , NJW 2003, 352 f.; FCJ, judgment of 19.01.1983 - IVa ZR 116/81, NJW 1983, 1729 f.; FCJ, judgment of 24.06.1970 - VIII ZR 268/67, NJW 1970, 1594 f.). According to the purpose of the indemnification, the party to be indemnified should be relieved of the risk of either satisfying an unjustified claim or being sued for a justified claim (FCJ, judgment of 19-04-2002 - V ZR 3/01, NJW 2002, 2382). This view is also shared in the literature (instructive with a good overview: Schütt, NJW 2016, 980 ff.; Todorow, Schweer, NJW 2013, 2072 ff. and also: Rohlfing, MDR 2012, 257 ff.; Görmer, JuS 2009, 7 ff.; Zahn, ZfBR 2007, 627 ff.; Muthorst, AcP 2009, 209 ff.; Wellenhofer-Klein, BB 1999, 1121 f.); even so if it is not explicitly mentioned in the wording of the indemnification (Ellenberger, Palandt, 80th Edition 2021, § 157 nos. 12; Rohlfing, MDR 2012, 257, 258; Bittner/Kolbe, Staudinger, BGB 2020, § 257 nos. 1 ff.), because the person to be indemnified should be relieved of any risk of claims by third parties and should not be exposed to the risk of being sued for a justified claim or of having to meet an unjustified claim and being held liable for this as his own misconduct (FCJ as above, NJW-RR 2011, 479, 480; NJW 2002, 238; BSG, Judgement of 23-01-2018, B 2 U 3/16 R = NJW 2018, 2149).

How to defend

The **defense** can take place by each measure, which releases the indemnity creditor (indemnified) from the obligation to a third party and/or protects (FCJ, Judgment of 11-04-1984 - VIII ZR 302/82, NJW 1984, 2151; Krüger, Münchener Kommentar zum BGB, Vol. 2, 8th Edition 2019, § 257 nos. 4 ff.) them against a demand. According to the FCJ (FCJ as above, NJW-RR 2011, 479, 480), an exception to the duty to defend may exist if the situation deviates from the typical situation of interests and if a risk of legal claims by third parties to be borne by the indemnified should ultimately remain with him.

Requirement of fault and burden of proof

With regard to the **fault requirement** jurisdiction does not clearly express itself in all directions. Only with regard to a contractual release of the supplier from liability for defects of title did the FCJ state that the supplier has an obligation to pay regardless of fault (FCJ as above, NJW-RR 2011, 479, 480). Whether such no-fault liability should also apply in the reverse case, however, remains unclear. Yet, if one consequently understands indemnities as a contractual obligation to defend and keep free (as above), then it should not depend on a fault, if this is not mentioned as a condition within the scope of the obligation. At best for a secondary claim for damages due to unfulfilled indemnification (see below), fault could play a role.

Accordingly, the indemnified only has to **explain** and, if necessary, prove the assertion of the contractually determined **third-party claim;** in this case, it is already up to the indemnifier to examine the third-party claim and decide whether it should be fulfilled or rejected; to this end, the indemnified must provide the indemnifier with all documents and information that are relevant for his decision (Rohlfing, MDR 2012, 259; FCJ as above, NJW 1983, 1729 1730).

Procedures

The indemnifier should first be obliged to begin **negotiations with the third party** regarding the existence and the amount of the claim asserted against the indemnified (FCJ as above, NJW 2002, 2382; NJW 1983, 1729, 1730; Görmer, JuS 2009, 7, 9). In the event

of a legal claim, the party indemnifier must probably **participate in the legal dispute** and "basically relieve" the indemnified of the dispute, otherwise he violates his obligation to indemnify (FCJ as above, NJW-RR 2011, 479, 480; the debtor must at least provide lawyers or assume the costs - Rohlfing, MDR 2012, 258, 259). In some cases, the debtor is required to provide **security in** the event of a loss in court, for example by drawing up an enforceable deed (Todorow, Schweer, NJW 2013, 2072, 2076).

If the indemnifier does not release the indemnified from justified claims or does not defend against unjustified claims, jurisdiction (FCJ, NJW-RR 2011, 479, 480; NJW 2002, 2382; NJW 1983, 1729, 1730) and literature (Grüneberg, Palandt, 80 th Edition 2021, § 257 nos.1; Krüger, Münchener Kommentar zum BGB, Vol. 2, 8 th Edition 2019, § 257 nos. 13; Rohlfing, MDR 2012, 257, 259; Armbrüster, LM H. 9/2002 § 241 BGB Nr. 17; Toussaint, jurisPK-BGB Vol. 2, 9th Edition 2020, § 257 nos. 25) apply the **general rules for damages** according to §§ 280 para. 1, 281 para. 1 S. 1, para. 2 BGB due to a contractual breach of duty (also with the fault requirement). The premise is that the indemnifier has been informed of the claim by a third party and that all information relating to the legal relationship has been made available to him. A breach of the obligation to indemnify shall then only be deemed to have occurred after expiry of a reasonable period, which has to be determined in the individual case. If the indemnifier has not fulfilled his duty of indemnification after expiry of the period, the indemnified can fulfil the third-party claim - irrespective of whether the claim is justified or not - and assert the payment or other performance made to the third party as damage incurred, without checking the validity of the claim in advance, and for any possible subsequent recourse proceedings the indemnifier is excluded with the plea that the indemnified has made a self-responsible decision which excludes the recourse claim or has not conducted an adequate process (FCJZ 190, 7, 26 = NJW 2011, 2719, 2724; FCJ, NJW-RR 2011, 479, 480; NJW 2002, 2382; NJW 1970, 1594, 1595).

Validity of indemnity provisions

Indemnification agreements are usually included as clauses in GTC. It should be specified as precisely as possible when the contractual partner – eventually fault-based – is liable for which cases. The general, fault-free obligation to indemnify claims of third parties based on rights of third parties is probably invalid according to § 307 para. 2 No. 1, para. 1 S. 1 BGB in GTC (FCJ, judgment of 05.10.2005 - VIII ZR 16/05 = FCJZ 164, 196).

INDEMNITIES INTERNATIONALLY

Other jurisdictions know statutory or contractual indemnification rights as well.

In Common Law the „*contractual indemnity*“ is known, which is to be distinguished from a "guarantee" (comparable with the surety under German law) and the so-called "contribution" (comparable with the comprehensive debt settlement under German law; Civil Liability (Contribution) Act 1978). In its traditional form of a third party indemnity, the contractual indemnity also establishes the obligation of the indemnitor to protect the indemnitee against claims by third parties within the scope of the clause. Unlike the indemnity claim under German law, however, according to the principles of common law the contractual indemnity only provides an enforceable claim if the damage has actually occurred to the indemnitee. Moreover, the contractual indemnity only includes the obligation to defend (also) unfounded claims if the parties have expressly agreed on a *"duty to defend"* (Sean McChristian, American Bar Association "Indemnity vs. Duty to Defend"; Codemasters Software Co Ltd v Automobile Club de L'Ouest [2009] EWHC 2361).

The CISG provides an explicit provision on the burdening of delivered goods with industrial or other intellectual property rights of third parties in Art. 42, which establishes a liability of the seller for unfounded claims raised by third parties, so that the seller has to reimburse the buyer for the costs incurred e.g. by the defense against unfounded claims (Ostendorf, International Sales Terms, 3rd Edition 2018 A. nos. 46).

In Swiss law, so-called holding harmless clauses (Schadloshaltungsklauseln) are known, which have the purpose of indemnifying the contractor against liability for damages caused to third parties in the course of a certain service. Such clauses are generally permissible if they take into account the general restrictions, e.g. from Art. 20 Swiss Code of Obligations (“**SR**”). (unlawful or immoral content) or Art. 157 SR (impermissible conditions).

More flexible international alternatives

Other national legal systems do provide **more freedom of contracts even in standard agreements** respectively GTC, also for indemnity provisions (as above).

FINALLY

Regardless of whether domestic or cross-border matters are involved, it is worth checking in each case whether the choice of a different jurisdiction is appropriate, especially since the options for liability limitation and exclusion clauses as well as indemnification clauses in GTC are very limited under German law. Other national jurisdictions may offer considerably more contractual freedom even for standard contracts or GTC.

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