

General Terms and Conditions

1. General provisions

- 1.1 These general terms and conditions apply exclusively. All our services - including future services - including proposals, consultations and other ancillary services shall be provided exclusively on the basis of these General Terms and Conditions. Any terms and conditions contrary to or deviating from these General Terms and Conditions, in particular the Customer's terms and conditions of purchase, are hereby rejected, unless we have expressly agreed to their validity in writing.
- 1.2 Agreements - in particular insofar as they amend these terms and conditions - shall only become binding upon our written confirmation. This applies in particular insofar as they amend these conditions and/or this written form clause.

2. Offer, technical data, documents

- 2.1 We can accept an offer from the customer within 2 weeks.
- 2.2 We reserve the right of ownership and copyright to illustrations, drawings, calculations and other documents. This also applies to such written documents that are designated as "confidential". The customer requires our express written consent before passing them on to third parties.
- 2.3 Our services shall be provided in accordance with the technical standards applicable in the Federal Republic of Germany at the time of submission of the offer.

3. Price, payment, security

- 3.1 Prices in invoices or requests for payment shall be understood to be exclusive of the respective value added tax at the statutory rate applicable on the date of invoicing.
- 3.2 Unless otherwise agreed, invoices or payment requests are due immediately without deduction. A payment shall only be deemed to have been effected when the amount is finally freely available on one of our accounts. The statutory regulations concerning default of payment shall apply.
- 3.3 The customer shall only be entitled to offset insofar as the counterclaims are undisputed or have been legally established. Furthermore, he shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.
- 3.4 In the event of default in payment or if our claims are endangered due to a deterioration of the customer's creditworthiness, we shall be entitled to call in our claims or to demand securities. We shall then also be entitled to perform outstanding services only against advance payment or against provision of securities.
- 3.5 We may set off any and all claims to which we are entitled against the Customer or any of its affiliated companies against any and all claims which the Customer or its affiliated companies may have against us or against any of our affiliated companies.

4. Services of the client

- 4.1 The client shall perform the following services for us free of charge:
 - 4.1.1 The timely and complete handover of all documents which we require for the planning and execution of our services (such as planning documents including all specifications, plans, drawings and other documents to be handed over to us);
 - 4.1.2 the immediate approval of all documents requiring approval;
- 4.2 If the customer does not meet the above obligations incumbent upon him or does not meet them in time, we shall be entitled to invoice the customer separately for the additional costs incurred by us as a result. In addition, our deadlines shall be rescheduled as appropriate. Changes and/or additions to the data, documents and boundary conditions to be provided to us, such as the specifications, plans, drawings and other documents, shall only become effective after prior agreement on the resulting adjustments, in particular on additional costs to be reimbursed and on a reasonable postponement of the completion dates.

5. Acceptance

- 5.1 Formal acceptance shall only take place if it has been agreed in the contract or if we demand such acceptance. The customer shall be obliged to carry out acceptance upon our request and shall do so without delay.
- 5.2 Self-contained partial performances as well as parts of a performance for which the inspection is not possible or only possible under difficult circumstances due to further execution of the order shall be accepted separately at our request.
- 5.3 If, despite our request, acceptance is not carried out on time or in full for reasons for which we are not responsible, our services provided in accordance with the contract shall be deemed to have been accepted at the end of the 7th day after the request. If a formal acceptance has not been agreed upon and is not requested by us, the effects of the acceptance shall occur 30 days after our notification of completion.
- 5.4 Acceptance cannot be refused due to minor defects.

6. Deadlines, delays

- 6.1 The agreed dates and/or delivery times shall only apply on condition that all details of the order are clarified in good time and that all obligations of

- the Customer are fulfilled in good time, e.g. provision of the necessary official certificates and other documents or payment of a deposit.
- 6.2 If we are prevented from fulfilling our obligations due to unforeseen events which affect us, our suppliers or our subcontractors and which we were unable to avert even with reasonable care according to the circumstances of the case, e.g. changes and additions as well as additional or new requirements and conditions imposed by the authorities or testing agencies, the deadlines shall be postponed by the duration of the hindrance and a reasonable start-up period. If the impediment makes it impossible or unreasonable for us to perform the services, we may withdraw from the contract; the customer shall have the same right if the further performance of the contract is unreasonable for him due to the delay.
- 6.3 If we are in default for reasons for which we are responsible, the customer may withdraw from the contract after the fruitless expiry of a reasonable grace period set by him in writing. The same shall apply if the delivery and/or service becomes impossible for reasons for which we are responsible.
- 6.4 A right of rescission to which the customer or we are entitled according to para. 6.2 or para. 6.3 The right to withdraw from the contract shall only apply to the part of the contract that has not yet been fulfilled.
- 6.5 Furthermore, in the event of default, we shall be liable for each full week of delay of the final deadline within the scope of a lump-sum compensation for default in the amount of 0.5% of the contract value corresponding to the part of the contract affected by the default, but not more than 5% of the contract value.
- 6.6 Further rights arising from default, in particular claims for damages, are excluded to the extent set out in clause 8.

7. Deficiencies of the services

- We shall be liable for defects in our services in accordance with the following provisions:
- 7.1 Defects must be reported to us without delay. After an acceptance has been carried out by the customer, the notification of defects that were detectable during the agreed type of acceptance is excluded.
 - 7.2 We will repair defective services or provide new services.
 - 7.3 In the event of failure to remedy the defect - in particular after fruitless expiry of a reasonable grace period set by the Customer - the Customer may demand rescission of the contract or reduction of the price. The right to rescind the contract shall only extend to the defective part of the services and to those parts which are unusable for the client due to the defect.
 - 7.4 The claim for defects shall become statute-barred in 12 months, calculated from the notification of completion.
 - 7.5 Further rights based on defects - in particular contractual or non-contractual claims for compensation for damages that have not occurred to the services themselves - are excluded to the extent specified in clause 8..

8. General disclaimer

- 8.1 Our liability shall be governed exclusively by the agreements made in the above sections. All rights not expressly granted therein, e.g. to rescission, termination or reduction as well as to compensation for damages of any kind - irrespective of the legal grounds, in particular also due to culpa in contrahendo, other breach of duty, tort - are excluded. We are not liable for indirect and/or consequential damages, such as loss of profit, loss of production, waiting times of personnel, loss of interest, loss of business opportunities, etc.
- 8.2 This disclaimer does not apply
 - for intentional behavior;
 - in the event of culpable breach of essential contractual obligations, insofar as this jeopardizes the achievement of the purpose of the contract.

Insofar as we are not accused of intentional breach of contract, liability shall, however, be limited to compensation for the foreseeable damage typical for the contract, but not more than 50% of the contract value. Furthermore, the mandatory liability for culpable injury to life, limb or health as well as under the Product Liability Act shall remain unaffected..

9. Partial ineffectiveness

- 9.1 In the event that individual provisions of the contract are invalid, the remaining provisions shall remain binding; an invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.

10. Place of jurisdiction, applicable law

- 10.1 The place of jurisdiction for all legal disputes, also for bill of exchange and check processes, is Essen. However, we may also sue the customer at the courts of his general place of jurisdiction.
- 10.2 All legal relationships between us and the Customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relationships of domestic parties.