

I. Validity of the terms and conditions / contract conclusion

Installation, maintenance and all other services and work (hereinafter referred to as "work") provided by ourselves shall be undertaken subject to these Terms of Business. The same shall apply to work undertaken subsequently, even if no further reference is made to these terms and conditions. The current version of our General Terms and Conditions of Delivery and Payment shall also apply for supplies of goods.

We hereby explicitly oppose contrary or differently worded terms of business of the Customer. These shall only apply provided we have approved them in writing. Our acceptance of the assignment, or delivery by ourselves, shall not equate to approval. These Service and Installation Terms and Conditions shall not apply to private consumers.

Amendments, collateral arrangements and other differing agreements in relation to our Service and Installation Terms and Conditions or to assignments must be set down in writing. The same shall apply to amendments to this clause.

Our offers are not binding. Contracts will only be made through our written order confirmation, which shall determine the terms of the contract. If we do not confirm an order, the contract is deemed to have been made upon our execution of the work assigned to us.

II. Remuneration

Our work is to be remunerated on the basis of our tariffs or at the price stated in our offer or the order confirmation. Travelling time shall be deemed to be working time. We will additionally invoice the incidental costs (e.g. travel costs including the costs of overnight accommodation, material costs, other expenses and any taxes accruing) associated with the work. Additional expenses, which arise for example through delays outside our control, shall be charged separately, at the rate valid at the time.

If the Customer fails to adhere to agreed timings, he must bear the incidental costs accruing as a result (in particular for travelling). If the Customer fails to revoke a timing to which he is unable to adhere, by five (5) working days prior to the time in question, he must bear 50% of the agreed remuneration in addition to any incidental costs that have accrued. The amount in question may be reduced or may even lapse, if the Customer is able to prove that we have suffered minor loss, or even no loss, as a result of the cancellation or postponement at short notice.

III. Obligations of the Customer when work is undertaken outside our premises

The Customer must provide all the necessary requirements for undertaking the work without delay, at the location at which it is to be undertaken, in good time, subject to reasonable working conditions, which must in particular be safe. The Customer must in particular provide the necessary assistants, heavy tools and devices, resources and toilet facilities, at his own expense. If the Customer fails to meet the above requirements, we shall be entitled to reclaim from it any expenses and losses we may incur as a result (e.g. additional work, unnecessary travelling time, additional transport costs etc.). The Customer must also inform us, and the persons we have instructed to conduct the work, of existing safety regulations and other statutory and official provisions required for the orderly fulfilment of the contract.

IV. Repairs and installations, material investigations

If the subject of repair, parts to be used for installations or materials provided for investigation, have not been delivered by us, the Customer has to advise us of existing industrial property rights related to such items. The Customer shall hold us harmless from any claims filed by third parties on the basis of industrial property rights.

By accepting repair and installation using parts, which have not been delivered by us as well as investigation assignments, we accept no liability for the fact that the work is capable of completion or for the achievement of the desired success.

If repairs, installations or investigations are impossible to complete, for example because the fault complained of failed to recur, because spare parts could not be procured or because the defect or the problem could not be remedied, for commercial or other reasons, then the subject of repair or installation need only be restored to its original condition at the explicit request of the Customer and at his expense. In such cases, we shall not be liable for damage to the subject of repair or for the breach of incidental contractual obligations.

V. Delay in performance and delivery

Specifications of performance or delivery periods are non-binding, even if contained in our order confirmation, unless we have expressly stated that they are binding.

The period commences on the date of our order confirmation, however not before all the details of the order have been clarified, in particular not before the Customer has furnished all the items, documents, permits and releases and conducted all other acts of cooperation required from him, and not before receipt of an agreed down payment. The performance and delivery period is met if, by the time at which it lapses, the work has been conducted, goods or documents have been shipped or notification has been given that they are ready for shipment.

If performance is made impracticable by force majeure, then the performance and delivery date will be extended automatically by the time of the event constituting force majeure, plus an appropriate start-up period. Unforeseeable circumstances which make performance unreasonably difficult or impossible for us, such as delays in delivery by suppliers, labor disputes, acts of authority, raw material or energy shortages, plant and transport interruptions of all kinds, etc., shall have the same effects as force majeure.

If these circumstances last more than four months, we have the right to rescind the contract. At the Customer's request, we shall state whether we wish to do the later or to perform or deliver the goods within a reasonable period of time to be determined by us. The Customer shall not be entitled to claim damages.

If we are responsible for exceeding a not binding performance or delivery deadline, we shall nevertheless not be in default before the Customer has granted us an additional period for performance or delivery of at least 30 days and this period lapses without avail. Following this the Customer may rescind the contract. Claims for damages are restricted to 5 % of the value of the outstanding shipment or performance, however at least to the typical foreseeable damage.

VI. Acceptance of performance

The Customer shall be obliged to accept the performance as soon as he has been notified of its conclusion. Acceptance shall take place by means of a written report. Acceptance shall equate to confirmation of proper execution of the work undertaken. Risk shall transfer to the Customer at the time of acceptance. The placing into operation by the Customer on anything other than a trial basis shall also equate to acceptance.

If acceptance is delayed through no fault of our own, acceptance shall be deemed to have taken place at the end of two weeks following notice of completion.

The Customer shall only be entitled to refuse acceptance if the defects he complains of prevent or significantly impair the habitual or contractually envisaged use, failing which he shall be obliged to accept the work subject to remedy of the defects.

At the time of acceptance, we shall cease to be liable for obvious defects, provided the Customer has not reserved the right to bring a claim in relation to a named specific defect.

VII. Copyright / results / publications

All copyright, joint copyright, inventions and other results realised during the work on and in test reports, test results, calculations, presentations etc. produced by our employees, shall remain our property / that of our employees.

The Principle may only use the test reports, test results, calculations, presentations etc. produced during the work for their agreed intended purpose. Such documents or information may not be passed on to third parties or published unless we have approved their forwarding or publication in writing in advance.

VIII. Liability**1. Defects**

We shall only be liable for work specifications and covenants or other statements by our representatives or vicarious agents provided we have described such statements, in writing, to be binding. We must be informed immediately in writing of any defects as soon as they have been discovered.

We shall not be liable if the defect is minor for the purposes of the interests of the Customer, or if it relates to a circumstance attributable to the Customer. This shall apply in particular in relation to parts provided by the Customer. We shall not be liable for the consequences of alterations or repair work inappropriately undertaken by the Principle or third parties without our prior approval. The Customer shall only have the right, within the scope of the statutory regulations (also taking into account statutory exceptional circumstances), to remedy the defect himself, or to arrange for its remedy by third parties and to claim reimbursement of the associated expenses, where there is an urgent risk to operational safety, or in order to avert disproportionately high losses, of which we must be notified immediately, or if we have allowed a period set us to remedy the defect to expire unused.

The Customer may initially only demand, by way of a warranty, the remedy of defective work without charge. If remedy does not take place within a reasonable period, or if the remedy fails, the other contracting party may revoke the contract or claim a reduction in the remuneration.

2. Liability

Liability shall generally be determined according to the principles of the law governing service contracts (§§ 611 ff BGB); liability shall only be based on the principles of the law governing work contracts (§§ 631 ff BGB) in the event that a result is required under a contractual agreement, or owing to the circumstances of the assignment.

If the Principle cannot use the supplied, assembled or repaired item or other work results in accordance with the terms of the contract, through our fault, as a result of failed or deficient execution of proposals and advice given prior to or after contract conclusion, in particular instructions pertaining to the operation or maintenance of the assembled or repaired item, the provisions of this Section VIII shall apply accordingly, to the exclusion of any further claims by the Customer.

We shall only be liable for damage not caused to the subject of the contract itself, irrespective of the legal reasons

- a) in the event of intent;
- b) in the event of gross negligence on the part of our owner / executives or senior employees;
- c) in the event of a culpable damage, which results in loss of life, personal injury and damages to health;
- d) in the event of defects that we have fraudulently failed to disclose;
- e) under a guarantee commitment;
- f) inasmuch as we are liable under the Produkthaftungsgesetz [German Product Liability Act] for personal injury or material damage to privately used items.

In the event of a culpable breach of material contractual obligations, we shall also be liable for gross negligence on the part of non-managerial staff and in the event of minor negligence, in the latter case limited to the reasonably predictable losses, which are typical in connection with contracts. No further claims may be made.

3. Details provided by the Customer

The Customer shall be liable for the accuracy of information provided by him, in particular for the specifications, technical data, operating conditions and all details of relevance for completion of the work. We shall not therefore be liable for losses suffered by the Customer or by third parties, which have arisen as a result of incorrect details supplied by the Customer. The Customer must hold us harmless in the event of any such claims by third parties.

IX. Reservation of title, extended right of lien

We reserve title to all items and results delivered, in particular to accessory, spare and replacement parts, until all payments under the contract have been received. In the event that parts supplied by ourselves are processed, combined or installed with or in items of the Customer, it is hereby agreed that we shall acquire joint title to the new goods created through the processing, combination or installation, which shall correspond to the ratio of the value of our reserved goods to that of the other items processed. The Customer shall safeguard for us the new item created through processing or combination.

The Customer may sell the goods to which we have reserved title or to which we are due joint title, under its normal business operation, unless he has defaulted in payment or has suspended payments. It may not pledge the goods or transfer their ownership by way of security. Sale abroad shall only be admissible subject to our prior approval. If the Customer sells reserved goods, he hereby assigns to us the rights due to him against his customer as a result of the sale, along with all incidental rights, collateral and reservations of title, in order to repay all our claims. We may require the Customer to notify the assignment to his customers and to provide us with all information and documents necessary for collection purposes. However, the Customer may collect the claims assigned to us, provided he has not defaulted in payment or suspended payments. If the Customer's claims arising out of the resale of our reserved goods are placed in a current account, he hereby assigns to us his payment claim from the balance or acknowledged balance, in the amount that contains claims arising out of the resale of our reserved goods. If we only have joint title to the goods sold, then the above assignment shall only apply in the amount of the value of our joint title. If goods to which we have reserved title or to which we are due joint title, are sold together with other goods at an aggregate price, then the above assignment shall only apply in the amount of the invoice value of our reserved goods or in the amount of the value of our joint title. If the value of the reserved goods, together with the other collateral granted to us, exceeds our claims against the Customer by more than 20%, we shall be obliged to comply with its demand for release. If the Customer defaults in payment or suspends payments, we shall be entitled to claim delivery of our reserved goods. This shall only constitute withdrawal from the contract if we explicitly declare this in writing to be the case.

Concerning our claims arising out of the contract, we have a right of lien to the items belonging to the Customer, which have come into our possession as a result of the contract. The right of lien may also be claimed owing to claims arising out of work undertaken earlier, supplies of spare parts or other work, inasmuch as they are associated with the item that has come into our possession. The right of lien shall only apply for other claims arising out of the business relationship inasmuch as they are uncontested and have been finally judicially approved.

X. Invoicing and payment

In principle, invoicing shall take place after the work has been completed. Amounts shall be calculated on the basis of our current charging rates. Invoice amounts shall fall due for payment immediately and without deduction and must be paid within 15 days of the invoice date.

Payments will always settle the oldest invoice. We are not obliged to accept bills of exchange. If we accept means of payment other than cash or transfers, these will only be accepted on account of performance. All payments must be effected free of charge for us. Bank charges, discount charges and collection charges shall be borne by the Customer, even without expressed agreement to this effect.

We shall be entitled, from the 16th day following the invoice date or equivalent payment request, to charge interest at 8% above the base rate of the European Central Bank, even if we serve no formal reminder.

If after conclusion of the contract, the Customer's financial situation is materially impaired, or if any earlier impairment of the Customer's financial situation does not become known to us until after conclusion of the contract, we are entitled to request either advances or the grant of a proper security interest, whichever we wish. If this request is not met, we are entitled, after expiry of a reasonable period of grace, to withhold performance of the contract.

The Customer cannot offset a counter-claim which is disputed by us and which has not become res judicata, nor may he, in respect of such a counter-claim, exercise any right of retention. Payments made to our representatives or employees shall only be effective if a written authority to collect is submitted.

XI. Limitation

All claims by the Customer, irrespective of their legal basis, shall be barred by limitation after 12 months. The statutory periods of limitation shall apply for the compensation claims listed in VIII. 2 a-d and f. If we undertake work on a construction and thereby cause it to become defective, the statutory periods of limitation shall also apply.

XII. Choice of law, place of performance, place of jurisdiction

The legal relationship between the Customer and ourselves shall be governed exclusively by the law of the Federal Republic of Germany.

The place of performance for the work of both contracting parties shall be Albstadt, Germany.

The exclusive place of jurisdiction for all disputes shall be Albstadt, provided the Customer is a businessman, a legal person under public law, a special asset of public law, or has no general place of jurisdiction in Germany. However, we shall alternatively be entitled to sue the Customer at the place of his registered office.