

General terms and conditions for business customers

of

solidian GmbH, Sigmaringer Str. 150, 72458 Albstadt

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The following general terms and conditions are an integral part of all our offers and order confirmations to business customers.

A General terms and conditions

§ 1 Scope of application

1. The following general terms and conditions apply only to customers which are a business, i. e. to customers who order or obtain goods, work or services for a commercial or self-employed commercial activity. These general terms and conditions do not apply to consumers.
2. These general terms and conditions apply to the supply of goods as well as to the provision of work and services, in particular in the form of paid and unpaid consultancy and structural calculations.
3. Our relationship with the customer is governed exclusively by these general terms and conditions. They also apply to

all future transactions, as well as to all business contacts with the customer, such as the initiation of contractual negotiations or the initiation of a contract, even if they are not expressly agreed upon or referred to again. The application of the customer's general terms of order or purchasing is expressly rejected.

4. Previous agreements and previous versions of our terms and conditions of sale and performance are superseded by these general terms and conditions.

5. If, in individual cases, contractual relationships are also established with persons or companies who are not themselves intended to become contracting parties, the limitations of liability in these general terms and conditions will also apply to them, provided that these general terms and conditions were included in the establishment of the contractual relationship with the third parties. This is particularly the case if the third parties were aware or already had knowledge of these general terms and conditions when the contractual relationship was established.

6. Acceptance of our services and deliveries by the customer is considered as acknowledgement of the validity and application of these general terms and conditions.

§ 2 Conclusion of contract

1. Unless otherwise agreed, our offers are subject to confirmation and non-binding.

2. We are not bound by an order until it has been confirmed by us in writing in the form of an order confirmation, or until we commence with the execution of the order. If the customer wishes to change the order after our order confirmation, this requires our express written consent.

§ 3 Delivery, scope of supply and performance, performance deadlines

1. Delivery times are given to the best of our judgement, but are in general non-binding. The commencement of the delivery period and compliance with delivery dates presupposes that the customer provides any cooperation required of it in a timely and proper manner, that it makes available all documents to be provided and makes any agreed advance payments. Delivery dates confirmed by us always refer to the date of dispatch of the goods from the respective registered office or branch of our company, or other place of delivery.

2. Our written offer or our order confirmation is definitive in respect of the scope of our supply or service. Additional agreements and amendments require our written confirmation. If our offer or order confirmation is based on information provided by the customer (data, figures, illustrations, drawings, weights and measures etc.), our offer will only be binding if this information is correct. If it becomes apparent after conclusion of the contract that the order cannot be carried out according to the customer's specifications, we will be entitled to withdraw from the contract if and to the extent that the customer is not prepared to accept any alternative solution proposed by us and to assume any additional costs which may actually arise.

3. For all supplies and services we will be entitled to partial performance to a reasonable extent. We will have the right to use sub-contractors to fulfil our contractual obligations.

4. If we become aware of a risk of the customer's inability to meet its obligations we will be entitled to supply goods and services only against advance payment or security. If and insofar as the customer fails to make an advance payment or provide security within a reasonable extension period, our right to withdraw from individual contracts already concluded remains unaffected.

5. If it is agreed that the customer is to pay in advance, the delivery or service will only be provided after we have received the purchase price or remuneration in full.

6. The information enclosed with our offers and order confirmations, such as drawings, details of weights, dimensions and capacities is, unless expressly marked as binding, only indicative. We reserve all rights to drawings, designs or similar preliminary work.

7. We will not be in default in the event of force majeure or other exceptional circumstances beyond our control. In such cases we will still have the right to withdraw from the contract even if we are already in default. In particular, we will not be in default in the event of delays in delivery if these are caused by incorrect or late delivery by our own suppliers for which we are not responsible. In the event of hindrances of a temporary nature, the delivery or performance deadlines will be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period.
8. If we are contractually obliged to provide advance performance, we may refuse the performance incumbent upon us if, after conclusion of the contract, it becomes apparent that our claim to remuneration may be jeopardised by the customer's inability to make such payment. This is particularly the case if the payment to which we are entitled is at risk due to the customer's poor financial circumstances or if other obstacles to payment are threatened, e.g. export or import bans, war, the insolvency of suppliers or absence of the required employees due to illness.

§ 4 Prices and packaging

1. The prices stated in our offers or order confirmations are net prices and apply "ex works" (EXW Incoterms 2020) from the relevant registered office or branch of our company, unless otherwise agreed. For services, the prices refer to the implementation of the service at the agreed place of performance. When the invoice is issued VAT will be added at the statutory rate.
2. The cost of offcuts, shipping and packaging will be charged to the customer.
3. If a performance period of more than four months has been agreed between the time of confirmation of the order and the performance of the service, we will have the right to a corresponding extent to pass on to the customer any increases in costs which have been incurred by us in the meantime due to price increases. The same will apply if a performance period of less than four months has been agreed, but the performance can only be rendered by us later than four months after confirmation of the order for reasons for which the customer is responsible.
4. If we conclude a contract with the customer in a foreign currency and if there are currency fluctuations of more than 2% to our disadvantage between the time of conclusion of the contract and the due date of payment in relation to the euro, a corresponding increase in the price will be considered as agreed.
5. In the case of work or services to be performed by us the remuneration - even in the case of a previously submitted cost estimate - is always based on a time fee according to the time actually spent, unless flat-rate remuneration has been agreed. The units of time recording and the current hourly rates can be taken from our offer or our order confirmation.
6. If expenses and travel costs are incurred, these will be agreed with the customer and invoiced separately. The reimbursement by the customer of travel and accommodation costs will be made on presentation of receipts in copy and deduction of the input tax amounts contained in these receipts, unless otherwise agreed in writing between the parties before the trip is carried out. The current travel and expense rates can be found in our offer or our order confirmation.

§ 5 Terms of payment

1. Unless otherwise contractually agreed, our invoices relating to the supply of both goods and services are payable without deduction within 30 days of the invoice date.
2. If payment in advance has been agreed in individual cases, payments are to be made strictly net without any deductions.
3. If we provide our supplies or services in part deliveries, we will have the right to demand a corresponding part of the remuneration for each part delivery.

4. If the registered place of business of the customer is outside Germany and the contractual agreement with the customer does not provide for delivery or performance against advance payment, we will be entitled, even without a special agreement, to make our performance dependent on the provision of a documentary letter of credit in the amount of the gross performance price from a bank or savings bank licensed in the European Union in accordance with the currently applicable Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of Commerce (ICC). If we do not demand the provision of such a documentary letter of credit and unless otherwise contractually agreed, our claim will become due upon receipt of the delivery or upon complete performance of our service. If we provide our supplies or services in part deliveries, we will in any case be entitled to demand a corresponding part of the remuneration for each part delivery and, if necessary, to demand a documentary letter of credit for each part delivery.
5. The customer is not entitled to make deductions without an express agreement.
6. If the customer is in default of payment it must compensate us for the damage caused by the delay, in particular interest at 9 percentage points above the base rate. If the customer is more than 14 days in arrears with the payment of a due amount or partial amount, or if the payment to which we are entitled is jeopardised due to the customer's unfavourable financial circumstances, the entire remainder of all outstanding claims will become due for payment immediately.
7. Payment by bill of exchange or accepted bill is only permitted by express agreement, and even then is only valid on account of payment.
8. Payments are to be made exclusively by the customer. The settlement of invoices by third parties is inadmissible and does not have the effect fulfilling payment obligations.
9. Cash payments are not accepted by us.
10. Only undisputed or legally established claims can be offset against our claims for remuneration. The same applies to the exercise of a right of retention. The customer will otherwise only be entitled to exercise a right of retention if it is based on the same contractual relationship.
11. The assignment of claims against us by the customer requires our prior consent, which will only be refused for good cause.
12. Cost estimates submitted by us have a period of validity which is determined by the individual offer.

§ 6 Obligations of the customer to cooperate

1. The customer must support us and our staff to a reasonable, customary extent.
2. Materials, information and data that we require to perform our services must be made available to us by the customer. Data and data carriers must be technically free of defects. If special legal or operational safety regulations apply at the customer's premises, the customer must inform us of this before we provide our service.
3. Instructions from the customer to our employees regarding the concrete form of the performance of services are excluded, unless instructions are necessary in connection with safety requirements and operating regulations in the customer's company. Instructions on individual questions regarding work or services to be provided by us are not to be given to the employees entrusted with the task by us, but to the contact persons named by us for the project. We will always decide independently on the necessary measures within the scope of our performance obligations.

§ 7 Miscellaneous provisions: place of performance, place of jurisdiction, applicable law, contractual language, severability clause

1. The place of performance is our registered office in Albstadt.
2. If the customer is a business, a legal entity under public law or a special fund under public law or if the customer does not have a general place of jurisdiction in the Federal Republic of Germany or moves its place of jurisdiction abroad, the place of performance and exclusive place of jurisdiction for all disputes between the parties arising from the contractual relationship will be Hechingen. As an exception to this, we are also entitled to assert claims against the customer at its general place of jurisdiction.

A business is any entity that is entered in the commercial register or runs a commercial business and requires a business operation that is set up in a commercial manner.

The customer has its general place of jurisdiction abroad if its registered place of business is located abroad.

3. The contractual language is German. If the parties also use another language, in accordance with the agreement the German wording will take precedence.
4. If any provision in these general terms and conditions or a provision within the framework of other agreements is or becomes invalid, the validity of all other provisions or agreements will not be affected.
5. The contractual and other legal relationships with our customers are governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

B Special terms and conditions for the supply of goods

§ 1 Scope of application

The following special conditions for the supply of goods apply in addition to the general conditions under Section A. for all contracts with the customer for the supply of goods.

§ 2 Scope of services

1. Transport insurance for goods to be shipped will only be taken out upon express request. The transport insurance is then taken out in the name and for the account of the customer.
2. Our obligations cover the transfer of ownership and provision of the object of purchase. The assembly, installation or configuration of the object of purchase is not part of the obligation, unless this has been expressly agreed.

§ 3 Transfer of risk

The risk of loss or deterioration of the goods is transferred to the customer when the goods are handed over for shipment, even if part deliveries are made. If the dispatch is delayed for reasons attributable to the customer, the risk will be transferred to the customer as soon as the customer is notified that the goods are ready for dispatch.

§ 4 Retention of title

1. The customer will be free to process and/or sell the goods supplied by us subject to retention of title in the ordinary course of business. In this case the following provisions will apply additionally.
2. All the goods supplied remain our property until payment in full of the purchase price and until payment of all claims already accrued and still accruing in the future from the supply of goods within existing business relationships.
3. The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, in which case we will be considered the manufacturer. If, in the event of processing, mixing or combining of our goods with goods of third parties, the latter's right of ownership remains effective, we will acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects the same applies to the resulting product as to the reserved goods.

4. The customer hereby assigns to us by way of security all claims against third parties arising from the resale of the goods or products, either in full or to the amount of our possible co-ownership share in accordance with the preceding section. We accept the assignment. The obligations of the customer will also apply in relation to the assigned claims.

5. In addition to us, the customer remains authorised to collect the claim. We undertake not to collect the claim as long as the customer fulfils its payment obligations to us, is not in default of payment, no application for the opening of insolvency proceedings has been made and there is no other lack of ability to pay. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all the information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

6. If the realisable value of the securities exceeds our claims by more than 10 %, we will release securities of our choice at the customer's request.

7. The reserved goods may neither be pledged to third parties nor transferred by way of security before full payment of the secured claims. If and to the extent that third parties seize the goods belonging to us, the customer must notify us immediately in writing or in text form as an email to the following address: info@solidian.com.

8. If the customer acts in breach of contract, in particular if the purchase price due is not paid, we will be entitled to withdraw from the contract in accordance with the statutory provisions and/or demand the return of the reserved goods. The demand for the return of the goods does not at the same time include a declaration of withdrawal; on the contrary, we will be entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the due purchase price, we may only assert these rights if we have previously unsuccessfully set the customer a reasonable deadline for payment, or if setting such a deadline is unnecessary according to statutory provisions.

9. The customer must treat the reserved goods with care. At our request, the customer must sufficiently insure the reserved goods at its own expense against fire, water and theft at their replacement value. If maintenance and inspection work becomes necessary, the customer must carry it out in good time at its own expense.

10. If the validity of this reservation of title is dependent on its registration, e.g. in public registers in the customer's country, we will be entitled and authorised by the customer to effect this registration at the customer's expense. The customer is obliged to provide all cooperation services necessary for this registration free of charge.

§ 5 Warranty and general liability

1. The limitation period for claims due to defects in our supplies and services is one year from the start of the statutory limitation period. After expiry of this year we may in particular also refuse subsequent performance without the customer having any claims against us for reduction of the purchase price, withdrawal from the contract or compensation. This shortening of the limitation period is not applicable
 - to claims for damages other than those due to refused subsequent performance and is in general not applicable to claims
 - in the event of fraudulent concealment of a defect
 - as well as to claims arising from the supply of goods which constitute a building structure or an item which has been used for a building structure in accordance with its customary manner of use and has caused the defectiveness thereof (building material).
2. Claims by the customer for subsequent performance due to defects in the service or goods to be provided by us are subject to the following provisions:
 - 2.1 If the supplied goods are defective, we may initially choose whether to provide subsequent performance by eliminating the defect (rectification of defects) or by supplying a defect-free item (replacement delivery). This

- is without prejudice to the right to refuse the chosen type of subsequent performance under statutory regulations.
- 2.2 We are entitled to make the supplementary performance dependent on payment by the customer of the due purchase price. However, the customer will be entitled to retain a part of the purchase price which is reasonable in relation to the defect.
- 2.3 The customer must give us the time and opportunity necessary for the supplementary performance owed, in particular to hand over the goods complained of for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions.
- 2.4 We will bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, provided that a defect actually exists.
- 2.4.1. For subsequent performance, the following applies in addition:
- If the customer has installed the defective goods into or attached to another product in accordance with their type and intended use, we will be obliged, within the framework of subsequent performance, to reimburse the customer for the necessary expenses for the removal of the defective goods and the installation or attachment of the repaired or delivered defect-free product. § 442 Section 1 BGB is to be applied on the condition that the installation or attachment of the defective goods by the customer replaces the conclusion of the contract in terms of the awareness of the customer.
- 2.4.2. The customer will bear the expenses for rectification of defects or subsequent delivery that arise because the purchased goods have after delivery been taken to a location other than the customer's registered office or business location.
- 2.4.3. If the customer's request for the rectification of defects turns out to be unjustified, we can require the customer to reimburse us for the costs incurred. This will not apply if the lack of defectiveness was not recognisable to the buyer.
3. The customer can only demand compensation:
- 3.1. For damage resulting
- from an intentional or grossly negligent breach of duty on our part or
 - from an intentional or grossly negligent breach by one of our legal representatives, executives or vicarious agents
- of obligations that are not essential to the contract (cardinal obligations) and are not main or secondary obligations in connection with defects in our deliveries or services.
- 3.2. from damage resulting from the intentional or negligent breach of essential contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executive employees or vicarious agents. Essential contractual obligations (cardinal obligations) within the meaning of the above Subsections 3.1. and 3.2 are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer can normally rely.
- 3.3. Furthermore, we will be liable for damage due to the negligent or intentional breach of obligations in the case of deficiencies in our supplies or services (subsequent performance or secondary obligations) and
- 3.4 for any damage that falls within the scope of a warranty (commitment) or a guarantee of quality or durability expressly given by us.
4. In the event of a simple negligent breach of an essential contractual obligation, the amount of liability will be limited to the damage typically to be expected and foreseeable for us at the time of conclusion of the contract, provided that due care was exercised.
5. Claims for damages by the customer in the event of a simple negligent breach of a material contractual obligation will become statute-barred one year after the statutory limitation period begins. Excluded from this is damage in the case of injury to life, limb or health.
6. Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, and from injury to life, limb or health are not affected by the above provisions and exist to the extent permitted by law within the statutory time limits.
7. The customer's rights under sections 445a, 445b and 478 BGB in the event that claims are asserted against the customer or its own customers in a supply chain will remain unaffected in accordance with the following provisions:
- 7.1. The customer bears the burden of proof that the expenses for subsequent performance were necessary and that it could not have refused subsequent performance in relation to its customer in accordance with § 439 Section 4 BGB or could have performed subsequent performance in a cheaper manner.
- 7.2. Claims from § 445a Section 1 BGB become statute-barred in accordance with § 445b Section 1 BGB two years after our delivery to the customer. This period will also apply if a longer period would apply according to § 438 BGB.
- 7.3. The limitation period for the customer's claims against us, as defined in §§ 437 and 445a Section 1 BGB, due to a defect in a newly manufactured item will commence at the earliest two months after the date on which the customer has fulfilled the claims of its customer, provided that the claims were not yet time-barred in the relationship between the customer and its buyer. This suspension of expiry will end at the latest five years after the date on which we delivered the goods to the customer.
8. If the customer is a business within the meaning of the German Commercial Code (HGB), the following will also apply:
- The customer's claims for defects, in particular the claims for subsequent performance, withdrawal from the contract, reduction in price and compensation for damages, presuppose that the customer has complied with its legal obligations to inspect and report defects (§§ 377, 381 HGB). If a defect is discovered during the inspection or later, we must be notified of this immediately in writing or by email to the following address: info@solidian.com. The report will be considered immediate if it is made within 14 days of the discovery of the defect, with timely dispatch of the report being sufficient to comply with the deadline. Irrespective of this obligation to inspect and give notice of defects, the customer must notify us of obvious defects (including incorrect and short deliveries) within fourteen days of delivery in writing or in text form as an email to the following address: info@solidian.com, in which case timely dispatch of the notification is also sufficient to meet the deadline. If the customer neglects the proper inspection and/or reporting of defects, our liability for the unreported defect will be excluded. This will not apply if we have fraudulently concealed the defect.
- A business is any entity that is entered in the commercial register or runs a commercial business and requires a business operation that is set up in a commercial manner.
- § 6 Property rights**
- If we manufacture according to drawings, models or samples provided by the customer, the customer must ensure that the industrial property rights of third parties are not infringed by this. Before placing an order with us, the customer is obliged to ascertain whether the products it has ordered infringe the property rights of third parties. In this respect, the customer must indemnify us against any claims by third parties. If the customer is prohibited from manufacturing or supplying by a third party with reference to an industrial property right belonging to it, we will be entitled, without examining the legal situation, to stop work and demand reimbursement of the costs incurred.

C	Special conditions for paid consultancy services	1.	We occasionally advise the customer before the purchase or after the conclusion of the purchase contract on questions concerning the purchased goods. Such consultations are ancillary services to the concluded purchase contract and are governed by the special conditions on the purchase of goods (Section B).
§ 1	Scope of application	2.	The special terms and conditions for free consultancy or calculation services under this Section D, on the other hand, only apply if we advise customers who do not subsequently purchase our goods or if we advise customers of the customer or other third parties. The following special terms and conditions for free consultancy services apply in addition to the general terms and conditions under Section A.
	The following special conditions for paid consultancy services apply in addition to the general conditions under Section A for all contracts with the customer for the provision of consultancy services.		
§ 2	Our services, obligations of the customer to cooperate	1.	We will be obliged to provide the paid consultancy set out in writing in the offer or the order confirmation. This consultancy must be documented in text form and sent to the customer. The assessment will be based exclusively on the assessment criteria as described in the offer or in the order confirmation. No further consultancy or assessment will take place.
	2.	2.	The information listed by us and, if applicable, further information and documents that we require from the customer in order to carry out the consultancy must be communicated to us in text form before any consultancy or assessment can be carried out.
	3.	3.	The consultancy or assessment according to No. 1 only refers to the current products or combinations of products, as listed in the offer or the order confirmation, at the time of the conclusion of the contract. In the event of technical changes to the products or framework conditions used, a new assessment or consultancy may be necessary. A new agreement must be reached on the costs. The customer and we will mutually inform each other of technical changes so that we and the customer can assess whether a new assessment is necessary.
§ 3	Liability	1.	The customer can only demand compensation from us:
	1.1	1.1	for damage resulting from injury to life, body or health caused by an intentional or negligent breach of duty by us or by an intentional or negligent breach of duty by one of our legal representatives or vicarious agents;
	1.2	1.2	for damage caused by an intentional or grossly negligent breach of duty by us or by an intentional or grossly negligent breach of duty by one of our legal representatives, executive employees or vicarious agents;
	1.3	1.3	for damage resulting from the intentional or negligent breach of essential contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executive employees or vicarious agents. Essential contractual obligations (cardinal obligations) are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer can normally rely.
	1.4	1.4	for any damage that falls within the scope of a warranty (commitment) or a guarantee of quality or durability expressly given by us.
	2.	2.	In the event of a simple negligent breach of an essential contractual obligation, the amount of liability will be limited to the damage typically to be expected and foreseeable for us at the time of conclusion of the contract, provided that due care was exercised. Excluded from this is damage in the case of injury to life, limb or health.
	3.	3.	Claims for damages by the customer in the event of a simple negligent breach of a material contractual obligation will become statute-barred one year after the statutory limitation period begins. Excluded from this is damage in the case of injury to life, limb or health.
	Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, are not affected by the above provisions and exist to the extent permitted by law within the statutory time limits.		
D	Special conditions for unpaid consultancy or calculation services	§ 2	No comprehensive assessment, non-binding consultancy
§ 1	Scope of application	1.	The provision of consultancy and information about our products, including calculations outside the purchase of goods from us, does not constitute a comprehensive examination of the facts with regard to the information or details requested by the person seeking advice, such as is carried out within the framework of a paid contract for verification and consultancy with regard to the use of the products. The products we use in a project must meet various technical and legal requirements to ensure that the use of the product is without risk. It is the sole responsibility of the user to check whether the products used meet the legal and technical requirements on the basis of the information and advice received from us.
	2.	2.	In addition, we offer to carry out checks in order to issue a written application recommendation for the specific use of specific products provided by us. This requires the conclusion of a separate contract with us for the performance of the corresponding tests for the issue of a written application recommendation. If customers requiring advice wish to conclude such a contract, they can contact info@solidian.com for detailed information on the conditions under which we work. The examination and issue of an application recommendation is therefore not part of the services offered within the framework of the free non-binding provision of information.
	§ 3	§ 3	No liability for contents, exclusion of liability for claims for damages
	1.	1.	The content provided by us free of charge merely constitutes the non-binding provision of advice, information or recommendations.
	2.	2.	In accordance with the statutory provisions in § 675 Section 2 of the German Civil Code, the party giving advice, information or a recommendation to another party is not obliged to compensate for the damage resulting from following the advice or recommendation, unless a contractual relationship, an unlawful act or any other statutory provision provides otherwise.
	3.	3.	The examination of whether the products used by the party seeking advice using content meet the legal and technical requirements for the purpose of use is the sole responsibility of the party seeking advice.
	4.	4.	In other respects we will only be liable for damages as follows:
	4.1	4.1	for damage resulting from injury to life, body or health caused by an intentional or negligent breach of duty by us or by an intentional or negligent breach of duty by one of our legal representatives or vicarious agents;
	4.2	4.2	for damage caused by an intentional or grossly negligent breach of duty by us or by an intentional or grossly negligent breach of duty by one of our legal representatives, executive employees or vicarious agents;
	4.3	4.3	for damage resulting from the intentional or negligent breach of essential contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executive employees or vicarious agents. Essential contractual obligations (cardinal obligations) are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer can normally rely.
	4.4	4.4	for any damage that falls within the scope of a warranty (commitment) or a guarantee of quality or durability expressly given by us.

5. In the event of a simple negligent breach of an essential contractual obligation, the amount of liability will be limited to the damage typically to be expected and foreseeable for us at the time of conclusion of the contract, provided that due care was exercised. Excluded from this is damage in the case of injury to life, limb or health.
6. Claims for damages by the customer seeking advice in the event of a simple negligent breach of a material contractual obligation will become statute-barred one year after the statutory limitation period begins. Excluded from this is damage in the case of injury to life, limb or health.
7. Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, are not affected by the above provisions and exist to the extent permitted by law within the statutory time limits.

Special conditions for work such as planning services, structural calculations, repairs

§ 1 Scope of application

The following special terms and conditions for work services apply in addition to the general terms and conditions under Section A for all contracts with the customer for the provision of work services, such as in particular the provision of planning services or structural calculations or the repair of goods and other objects.

§ 2 Subject of the contract

The subject of the contract is the provision of the agreed work services in accordance with the relevant offer.

§ 3 Changes during the execution of the work/ change request management

1. The project managers may agree on changes by mutual consent. The agreements are to be recorded and signed by both project managers. Insofar as no agreements have been made regarding remuneration or other contractual provisions, in particular schedules with regard to the agreed changes, the changes must be implemented within the framework of the contractual terms agreed up to that point.
2. If the parties fail to reach agreement on changes requested by either party, the following will apply:
3. Until acceptance the customer is entitled to request us to make changes. The change requests are to be made to us in text form. We will examine the change request. We will accept changes requested by the customer unless they are unreasonable for us within the scope of our operational efficiency. We will inform the customer in writing within 14 days of receipt of the change request whether:
 - 3.1 the change request is accepted and will be carried out under the previous provisions of the contract.
 - 3.2 the change request has an impact on contractual provisions, e.g. price, execution deadlines etc: in this case we will inform the customer of the conditions under which the change can be made. The change will only be implemented if the customer accepts the change on the conditions notified by us within 14 days after receipt of the notification.
 - 3.3 the examination of the change request for feasibility will involve extensive work: In this case we can make the examination of the change request dependent on the customer paying for the work involved. In such a case we will be obliged to inform the customer in writing of the time required and the costs for the examination. The order to carry out an examination will not be deemed to have been placed until the customer has commissioned us in writing to carry out the examination.
 - 3.4 the change request is rejected.
4. If we do not respond to the change request within 14 days of receipt, the change request will be considered rejected.
5. In performing the work we observe the generally recognised testing methods as well as the applicable legal regulations.

6. If legal or other regulations change after conclusion of the contract, if new regulations are introduced or if new or changed requirements which affect the contractual performance arise for us, for example from subsequently submitted, amended or new manufacturer documentation, factory standards or risk assessments, and if the customer has informed us of this in good time, we will take these requirements into account as far as possible. Remuneration agreed in service contracts or orders for services will be adjusted at our reasonable discretion (§ 315 BGB). In particular, we will take into account the cost of changed requirements for testing, personnel and / or used or new tools.

§ 4 Obligations of the customer to cooperate

1. The customer is to cooperate to the necessary extent in the performance of the work, in particular by providing us in good time with the information necessary for the performance of the work with respect to its operational requirements and the ambient conditions, as well as the requirements to be complied with by it on the basis of statutory or operational provisions. If work cannot be carried out on our premises, the customer must provide us or our employees with the necessary working facilities (such as suitable premises, workstations, screens, tools for documentation, etc.) electricity and telecommunication lines at its own expense for the duration of the work.
2. Further obligations to cooperate on the part of the customer will be based on a project timetable agreed between the contracting parties.

§ 5 Acceptance

The work will be handed over after completion. If handover is excluded because of the nature of the work, notification of completion will be given. The work will be ready for acceptance after completion and handover or - if a handover is excluded because of the nature of the work - after notification of completion. The customer must accept the completed work within the agreed period, otherwise within a reasonable period, but at the latest within a period of two weeks after handover or - if handover is excluded according to the type of work - after completion. This period begins with the written notification from us to the customer that the work has been completed. The work will be deemed to have been accepted on expiry of the agreed period for acceptance if the customer neither declares acceptance in writing nor informs us in writing what defects are still to be remedied. We will inform the customer of this legal consequence when notifying the customer that the work has been completed or when handing over the work.

§ 6 Warranty and liability

1. Claims by the customer for subsequent performance due to defects in the service or goods to be provided by us are subject to the following provisions:
 - The customer must give us the time and opportunity necessary for the supplementary performance owed, in particular to make the software complained of available for inspection purposes.
 - We will be entitled to carry out the rectification of defects on the customer's premises.
 - We will bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, provided that a defect actually exists. If the customer's request for the rectification of defects turns out to be unjustified, we can require the customer to reimburse us for the costs incurred.
2. The limitation period for claims due to defects is 12 months from acceptance of the respective performance. After expiry of this year we may in particular also refuse subsequent performance without the customer having any claims against us for reduction of the purchase price, withdrawal from the contract or compensation. This shortening of the limitation period is not applicable

- to claims for damages other than those due to refused subsequent performance

and is in general not applicable to claims

- in the event of fraudulent concealment of a defect
- for claims arising from the provision of planning or supervision services for construction work. Such construction work represents an *immovable structure made by the use of labour and material in connection with the ground*.

3. The customer can only demand compensation from us:

3.1 for damage resulting from

- an intentional or grossly negligent breach of duty on our part or
- an intentional or grossly negligent breach of obligations by one of our legal representatives, executive employees or vicarious agents which are not essential contractual obligations (cardinal obligations) and are not primary or secondary obligations in connection with defects in our supplies or services.

3.2 for damage resulting from the intentional or negligent breach of essential contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executive employees or vicarious agents.

Essential contractual obligations (cardinal obligations) within the meaning of the above provisions are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer can normally rely.

3.3 Furthermore, we will be liable for damage due to the negligent or intentional breach of obligations in the case of deficiencies in our supplies or services (subsequent performance or secondary obligations) and

3.4 for any damage that falls within the scope of a warranty (commitment) or a guarantee of quality or durability expressly given by us.

3.5 In the event of a simple negligent breach of an essential contractual obligation, the amount of liability will be limited to the damage typically to be expected and foreseeable for us at the time of conclusion of the contract, provided that due care was exercised.

3.6 Claims for damages by the customer in the event of a simple negligent breach of a material contractual obligation will become statute-barred one year after the statutory limitation period begins. Excluded from this is damage in the case of injury to life, limb or health.

3.7 Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, and from injury to life, limb or health are not affected by the above provisions of this § 6 and exist to the extent permitted by law within the statutory time limits.

Valid from: July 2021