

# General terms and conditions of TÜV Rheinland Industrie Service GmbH

(Version 20/10/2006)

## 1. General

The following conditions shall apply to the agreed services including consultation, information, deliveries and the like and to auxiliary services and other subsidiary contractual obligations performed in execution of the contract.

No general terms and conditions of the client shall form part of the content of the contract even if they are not further expressly repudiated by TÜV Rheinland Industrie Service GmbH.

## 2. Offers

Until final conclusion of the contract or written confirmation of the order, offers made by TÜV Rheinland Industrie Service GmbH, particularly as regards scope, execution, prices and time limits, shall remain conditional and shall not be binding.

## 3. Scope of performance

The scope of the performance shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland Industrie Service GmbH, or, if no such confirmation has been issued, the written order from the client shall be decisive.

The agreed services shall be performed in accordance with the generally recognised rules of technology and in compliance with the regulations in force at the time of confirmation of the order - unless otherwise expressly agreed in writing.

On execution of the operations there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole; in particular, no responsibility shall be accepted for design, choice of materials and building of installations examined, unless these questions are expressly covered by the contract.

In the case of inspection work, TÜV Rheinland Industrie Service GmbH shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

## 4. Performance times and deadlines

The performance times and deadlines agreed in the contract shall be based on estimates of the extent of the work according to particulars supplied by the client. They shall be binding only if TÜV Rheinland Industrie Service GmbH gives written confirmation that they are binding.

## 5. Cooperation

The client shall guarantee that all cooperation required of him, his agents or third persons will be provided in good time and at no cost to TÜV Rheinland Industrie Service GmbH.

Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge. Moreover, the cooperative acts of the client must correspond to the legal provisions, standards, safety regulations and accident prevention rules applicable in each case.

The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of tardy, incorrect or incomplete information or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland Industrie Service GmbH shall be entitled to charge extra for such additional expense.

## 6. Confidentiality

TÜV Rheinland Industrie Service GmbH and its employees are bound not to disclose any facts which come to their knowledge as a result of the order.

Written documents, drawings, plans, etc. made available to TÜV Rheinland Industrie Service GmbH and relevant to the execution of the order may be copied (photocopied) for the records of TÜV Rheinland Industrie Service GmbH.

## 7. Copyrights

All copyrights including joint copyrights to expert opinions, test results, calculations, descriptions etc. produced by TÜV Rheinland Industrie Service GmbH shall remain with TÜV Rheinland Industrie Service GmbH. Expert reports, test results, calculations, descriptions etc. produced in connection with the order may be used by the client only for their agreed intended purpose.

## 8. Invoicing

If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on expenses. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland Industrie Service GmbH price list valid at the time of performance. If, during execution of a contract, changes in remuneration determined by agreed pay scales and/or reduced working hours without pay cuts lead to changes in costs, TÜV Rheinland Industrie Service GmbH shall be entitled to adjust its prices to the new cost situation. For work performed after the effective date of the price increase the new prices shall apply. New prices may also be charged so long as a firm agreed total price is not exceeded.

In the case of single inspections, work shall be invoiced weekly and in the case of contracts generally monthly according to the progress of the work.

If the execution of a contract extends over more than one month and the value of the contract or the agreed fixed price exceeds Euro 2.500.00, TÜV Rheinland Industrie Service GmbH may demand payments on account or installments.

## 9. Payment terms

All invoice amounts shall be due for payment without deduction on receipt of the invoice.

No discounts shall be granted. Only legally established and undisputed claims may be offset against claims by TÜV Rheinland Industrie Service GmbH.

Payments shall be made to the bank account of TÜV Rheinland Industrie Service GmbH as indicated on the invoice, stating the invoice and customer numbers.

Objections to the invoices of TÜV Rheinland Industrie Service GmbH shall be submitted in writing within 2 weeks of receipt of the invoice.

## 10. Acceptance

Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland Industrie Service GmbH for acceptance as an installment. The client shall be obliged to accept it immediately. If the client fails to fulfill his acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after performance of the work if TÜV Rheinland Industrie Service GmbH has particularly made the client aware of the aforementioned deadline upon performance of the service.

## 11. Liability

The liability of TÜV Rheinland Industrie Service GmbH for all damage in connection with a contract shall be limited to a total of Euro 2,5 million, unless the

damage was caused intentionally or by gross negligence.

This limitation on liability shall not apply to the absence of guaranteed qualities.

The limitation on the liability of TÜV Rheinland Industrie Service GmbH shall be similarly applicable to its employees, agents, managerial staff and constituent bodies.

TÜV Rheinland Industrie Service GmbH shall not be liable for personnel made available to it by the client for the inspection or supervision of an installation or facility operated by him unless the personnel made available are deemed to be agents of TÜV Rheinland Industrie Service GmbH. Where TÜV Rheinland Industrie Service GmbH is not liable for personnel made available in accordance with the preceding sentence, the client shall indemnify TÜV Rheinland Industrie Service GmbH for any claims by third persons.

The limitation period for compensation claims shall be in accordance with the statutory provisions.

## 12. Other provisions

The contractual relationship shall be governed by German law.

Where the conditions of § 38 of the Code of Civil Procedure are met, the place of jurisdiction shall be that of the registered office of TÜV Rheinland Industrie Service GmbH in Cologne.

The place of performance shall be the place where the agreed services are to be performed, or otherwise the registered office of

TÜV Rheinland Industrie Service GmbH.

In order to be effective, subsidiary oral agreements must be confirmed in writing. Contract amendments and additions including an amendment to this written form clause must be in writing in order to be effective.

The client shall agree that TÜV Rheinland Industrie Service GmbH may file and process data relating to persons within the meaning of the Federal German Data Protection Law for its own purposes.

If provisions of this contract or a provision that is adopted to it in the future are wholly or partially not legally effective or not practicable or if they lose their legal effectiveness or practicability at a later date, the validity of the other provisions of the contract will not be affected by this. The same is true if it should be determined that the contract has a loophole in its provisions. The parties are obligated to agree upon an appropriate provision in place of the ineffective or impracticable provision or to close the loophole with a provision, which most nearly fulfills the initial wishes of the contract parties or what they would have wanted according to the purpose of the contract had they considered the item upon conclusion of this contract or during the subsequent adoption of a provision if legally possible.

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TÜV Rheinland Industrie Service GmbH

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