

General Terms and Conditions (AGB) for general Services of Marquard Engineering GmbH & Co. KG



§ 1 Contractual partners

The contractual partners are Marquard Engineering GmbH & Co. KG, Schöttmannshof 10a, 46539 Dinslaken (hereinafter referred to as the Contractor) and the client in question (hereinafter referred to as the Client).

§ 2 Scope of the general terms and conditions / subject matter of the contract

The general terms and conditions shall apply to all contracts concluded by the Contractor as part of its business activities. These include, in particular, planning, supervision, commissioning and assessment activities as well as material deliveries. The specific subject matter of the contract is determined by individual order.

Contradicting general terms and conditions of business of the Client are not recognised and shall not be binding for the Contractor.

§ 3 Conclusion of the contract / written form

Placed orders as well as additions or amendments shall only become binding after being confirmed in writing by the Contractor. This also applies to dispensing with the above requirement for written form.

§ 4 Guarantee

The Contractor shall only guarantee the subject matter of the contract for which it is responsible. In the event of any incorporation into, or conversion of parts of, or the entire installation, unless otherwise agreed, the functional integrity and/or commissioning of the partial/entire installation shall not be guaranteed. More particularly the Contractor shall not guarantee the functional integrity and commissioning if the Contractor fulfils the contract in terms of the concrete technical specifications of the Client.

In the case of commissioning orders, unless otherwise agreed in writing, the Contractor shall not be responsible for the accuracy and/or prior checking of the safety programmes or safety specifications on which the commissioning is based.

§ 6 Prices / downtimes

Unless otherwise agreed, the Contractor's price guidelines (net) applicable at the time the order is awarded shall apply. If during an on-going assignment special circumstances, such as negotiated wage increases, result in demonstrable cost changes, the Contractor shall be entitled to adjust its prices to the new cost situation accordingly.

Downtimes for which the Client is responsible are charged at the usual hourly rate unless the Contractor provides evidence of greater losses. The Client is at liberty to provide evidence of lesser losses.

§ 7 Due date / offsetting

Unless agreed otherwise, payment for all services provided becomes due immediately on receipt of the invoice.

The Client shall only be entitled to offset payments against approved or legally established counterclaims; retention rights shall not apply.

§ 8 Default

If the Client defaults on the payment of invoices, in spite of being granted an extension, the Contractor shall be entitled to stop further order-related work, withdraw from the contract or claim compensation for non-fulfilment.

§ 9 Liability

The liability of the Contractor for each contractual relationship shall be limited to a maximum sum of € 3 million for all claims not based on contravention of a

cardinal obligation. This liability limitation does not apply in the event of injury or harm to life, body and health as well as in the event of intent, gross negligence and statutory liability in accordance with the product liability law. This shall also apply with regard to the liability of legal representatives of the Contractor and their agents.

§ 10 Documents

Copies of written documents the Client has made available to the Contractor for examination may be made for the Contractor's files. The copies become the property of the Contractor.

§ 11 Quality assurance / complaints

As part of quality assurance the Client shall check the correctness of and sign the necessary documentation to be submitted by the Contractor (evidence of activities, acceptance documents etc.) Unless the client expressly states otherwise, the present personnel or other persons appointed by the Client shall be considered as being authorised signatories.

Unless legally stipulated otherwise, complaints by the Client must be submitted in writing within 14 days of receipt of the invoice.

§ 12 Provision of work and service

The Contractor shall be entitled to also have work and services carried out by third parties (external companies).

§ 13 Place of jurisdiction

The contractual relationship is subject to German law; the place of jurisdiction is Dinslaken.

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