

# **General Terms and Conditions of the Expert Centre for Technology | Consulting Engineers Preis & Persigehl PartmbB**

## **1. Scope**

These General Terms and Conditions apply to contracts concluded by the "Experten Zentrum für Technik | Beratende Ingenieure Preis & Persigehl PartmbB" (hereinafter referred to as "EZT") for consulting, investigation and expert services as well as other services in the areas of damage management, damage prevention and risk analysis with companies within the meaning of Section 14 of the German Civil Code (BGB).

## **2. Subject matter**

### **2.1 Scope of the activities to be performed**

The scope of the activities to be performed by EZT (hereinafter referred to as the subject matter of the contract) shall be specified in writing in EZT's offer or in the contract.

### **2.2 Contract amendments**

Contract amendments or extensions, subsidiary agreements, commitments and other declarations made by EZT employees or experts engaged by them shall only become part of the contract if they are confirmed by the EZT management. Contract amendments must be made in writing.

### **2.3 Scope of the subject matter of the contract**

The subject matter of the contract is only the parts to be assessed or examined. The subject matter of the contract is not the functioning of entire systems or the design, material selection, manufacture or assembly of the parts to be assessed or tested, unless this is expressly agreed in the contract.

### **2.4 Extensions or changes to the subject matter of the contract**

If, during the execution of the contract, extensions or changes to the subject matter of the contract become necessary or are requested by the client, they shall only become part of the subject matter of the contract if an agreement is concluded in accordance with clause 2.2.

If this agreement is not reached, the client shall be entitled to withdraw from the contract in the event of necessary extensions or changes. The EZT shall then receive the agreed remuneration less any expenses saved. Necessary extensions or changes shall be deemed to exist if the contract is unworkable or of no value to the customer without them and the customer cannot be expected to adhere to the contract. If no agreement is reached in the event of extensions or changes requested by the customer, the contract shall be performed under the originally agreed terms and conditions.

## **3. Contract execution, cooperation of the customer**

### **3.1 Recognised rules of technology**

The EZT shall perform the contract in accordance with the recognised rules of technology, unless otherwise agreed.

### **3.2 Necessary documents and information**

The customer is obliged to make all documents and information necessary for the performance of the contract (including all official orders, approvals, type approvals, certificates of conformity, etc. for the parts to be assessed and tested) available to EZT in good time.

### **3.3 No obligation to check documents and information**

The verification of the accuracy and completeness of these documents and information (including all official orders, approvals, type approvals, certificates of conformity, etc. for the parts to be assessed and tested) shall only be part of the contract if this is expressly agreed in the contract.

### **3.4 Subcontractors**

Unless otherwise agreed, EZT may engage third parties, in particular external experts (including freelancers), to fulfil its obligations.

## **4. Claims for defects under the contract for work and services**

Insofar as the subject matter of the contract is the manufacture of a work, the statutory provisions shall apply with the following amendment:

The right to remedy the defect itself and to demand the necessary expenses in accordance with Section 634 No. 2 of the German Civil Code is excluded.

## **5. Liability and limitation**

In the event of liability for damages, the following limitations of liability shall apply:

### **5.1 Unlimited liability**

Both parties shall be liable without limitation in the event of intent and gross negligence.

### **5.2 Limited liability in the case of simple negligence**

If none of the cases specified in clause 5.1 apply, the obligation to pay damages shall be limited to

EUR 1,000,000 for property damage and financial losses

### **5.3 Unlimited liability for injury to life, limb or health**

Liability for damages resulting from injury to life, limb or health and under the Product Liability Act shall remain unaffected by the above limitations of liability.

### **5.4 Insurance**

The EZT is obliged to maintain professional liability insurance for the cases specified in Section 5.2 and up to the sums insured specified therein. Proof of insurance can be provided upon request.

# **General Terms and Conditions of the Expert Centre for Technology | Consulting Engineers Price & Persigehl PartmbB**

## **6. Remuneration and terms of payment, retention of title**

### **6.1 Amount of remuneration**

If the remuneration has not been specified in the contract, the amount of remuneration and reimbursement of expenses shall be based on EZT's current price list. This can be provided on request. However, EZT may use the facts and information for oral or written publications without the prior consent of the customer if it does not name the customer and no conclusions can be drawn from the facts and information as to the identity of the customer.

### **6.2 Advance payments and partial invoices**

The EZT may demand partial payments for services rendered and expenses incurred at reasonable intervals.

### **6.3 Due date**

The remuneration and reimbursement of expenses shall be due within 30 days of receipt of the invoice, unless otherwise agreed.

### **6.4 Value added tax**

Value added tax (VAT) shall be charged at the statutory rate applicable at the time of final completion of the order in addition to the remuneration and shall be shown separately on the invoice.

## **7. Documents and information provided by the customer, obligation to return the items to be examined**

The EZT may copy documents and information provided (including all official orders, approvals, type approvals, certificates of conformity, etc. for the parts to be assessed and tested) and keep the copies for its files.

The customer shall collect the items provided for testing at its own expense upon request after completion of the contract. If the customer fails to collect the items to be examined despite a reasonable grace period, EZT shall be entitled to store items of value at the customer's expense and to dispose of items with a commercial value of less than EUR 1,000 at the customer's expense.

## **8. Confidentiality, publication, data protection**

### **8.1 Trade and business secrets, publications**

EZT and the customer are obliged to treat all facts and information that become known in the course of the execution of the contract and are not generally known, and in particular the business and trade secrets of the other contracting party, as confidential for an unlimited period of time, to use them only for the purpose of executing the contract and not to disclose them. If EZT uses third parties to perform the contract, it shall oblige them to maintain confidentiality to the same extent.

### **8.2 Disclosure and publication of results by the customer**

The customer may only pass on or publish the results produced by EZT within the scope of the subject matter of the contract, in

particular expert opinions and test reports, to third parties with the prior written consent of EZT.

### **8.3 Protection of personal data**

The EZT collects and processes personal data, in particular your contact details for the purpose of contract processing, Art. 6 (1b) GDPR, including your email address if you provide it to us. For details, please refer to our privacy policy at <https://expertenzentrum.tech/datenschutz>.

## **9. Place of jurisdiction, place of performance, applicable law**

### **9.1 Place of performance**

The place of performance for all obligations of EZT arising from this contract is Stephanskirchen, the registered office of EZT.

### **9.2 Arbitration**

All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution for Arbitration (DIS) under exclusion of the ordinary courts of law. For disputes up to EUR 100,000, the arbitral tribunal shall consist of a single arbitrator; in all other cases, it shall consist of three arbitrators. The place of arbitration shall be Hamburg. The language of the proceedings shall be German. However, annexes to the written pleadings may also be submitted in English. The parties agree that German law shall apply, with the exception of Sections 305 - 310 of the German Civil Code (BGB).

## **10. General terms and conditions of the customer**

The customer's general terms and conditions shall not apply, even if EZT does not expressly object to them.