

§ 1 Validity/General

- The following General Terms and Conditions („GTC“) apply to all our deliveries and services. All present and future orders will be executed according to the following conditions. For the contracts between the client and the design office ADR-Konstruktionen („contractor“) on which the orders are based, these terms and conditions apply exclusively.
- They shall also apply to all future business relations, even if they are not expressly agreed again. Our General Terms and Conditions shall be accepted by the Client upon placing the order, at the latest, however, upon acceptance of the first delivery. All deviations from this require written agreement.
- Any conflicting terms and conditions shall be legally ineffective vis-à-vis the Contractor without requiring an express objection by the Contractor. Counter-confirmations of the customer with reference to his general terms and conditions are hereby contradicted.
- The customer is not entitled to transfer rights from this contract to third parties without the consent of the contractor.

§ 2 Offer/Conclusion of Contract

- Cost estimates and offers are always subject to change and non-binding. A contract shall only be concluded upon written confirmation of the order by the Contractor. Verbal promises are only binding if they are expressly confirmed in writing. With the unopposed acceptance of our order confirmation, a contract under these conditions shall be deemed concluded.
- The documents belonging to the offer, e.g. illustrations, drawings, weights and dimensions, are only approximate unless they are expressly designated as binding. The contractor reserves all rights to cost estimates, diagrams, drawings, graphics, illustrations, technical presentations and explanations. They may not be reproduced or brought to the attention of third parties without the prior written consent of the Contractor.
- The Contractor reserves the right to deviate from the offer documents or the order confirmation to the extent that mandatory legal or technical standards require this.
- If the customer withdraws from his order, all expenses incurred by the contractor up to this point shall be charged to him.

§ 3 Prices and terms of payment

- All prices quoted are in euros plus the statutory value-added tax.
- Unless otherwise agreed, invoices are payable without deduction within 14 days of the invoice date. The assertion of rights of retention due to counterclaims from other contracts with the contractor is excluded.
- If the payment deadlines are not met by the Customer, all outstanding claims arising from the contractual relationship shall become due immediately; furthermore, interest on arrears in the amount of 5% above the respective base interest rate p.a. shall accrue after an unsuccessful reminder.
- The contractor shall be entitled, after fruitless expiry of a reasonable period of grace, to terminate the contract and cease work, to discontinue all services rendered to date and to assert claims for damages.

§ 4 Delivery time

- If deadlines for performance have not been agreed, the timing of the work shall be determined at our reasonable discretion.
- In cases of force majeure or other events for which the contractor is not responsible, the completion time shall be extended accordingly. The Contractor shall notify the Customer of the beginning and end of such circumstances as soon as possible.
- If the Customer is in default of acceptance or culpably violates other obligations to cooperate, the Contractor shall be entitled to demand compensation for the damage incurred by it in this respect, including any additional expenses. Further claims shall remain reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the subject matter of the contract shall pass to the Customer at the point in time at which the Customer is in default of acceptance or debtor's delay.

§ 5 Retention of title and copyright

- The contractor retains ownership of the delivered goods and of the new objects or drawings or similar resulting from the processing of the delivered goods until the purchase price and the remuneration for the work have been paid in full.
- Copyrights are not transferred.
- New developments of all kinds, in particular samples and patents, which arise during the processing of the order, shall remain the property of the contractor even after completion of the order. However, the client shall receive the first right for a license of use to be agreed separately.
- The client is not entitled to sell, give away, pledge or assign by way of security the documents delivered to him under retention of title as long as and insofar as the retention of title still exists.
- In the event of any breach of contract on the part of the Customer, in particular in the event of default in payment, the Contractor shall be entitled to take back the goods after issuing a reminder and the Customer shall be obliged to surrender the goods.

§ 6 Warranty, liability

- The Customer must inspect the Contractor's services and deliveries immediately upon receipt and notify the Contractor in writing of any obvious defects within 2 weeks of delivery, otherwise the delivery shall be deemed to have been approved.
- The Contractor warrants that its supplies and services are fit for use in accordance with the state of the art or as required by the contract at the time of transfer of risk or acceptance, and that the contractually warranted characteristics are present, for a period of 6 months from the transfer of risk or acceptance, but for no longer than 12 months after performance of the relevant services.
- The warranty claims shall be limited to rectification, which shall consist of correction or replacement of the services, at the discretion of the Contractor. A right of withdrawal or reduction shall only exist if the rectification has finally failed, for which the Contractor is to be granted a reasonable period of time.
- Claims for damages by the Customer arising from positive breach of contract, breach of primary or secondary obligations, culpa in contrahendo, or as a result of a defect in the Contractor's deliveries or services, due to incorrect advice, drawings, plans or calculations shall be excluded unless they are based on intent or gross negligence on the part of the Contractor.
- Liability for consequential harm caused by a defect, in particular for interruption of operations, damage to materials to be processed and for loss of profit due to damage to machinery following faulty design is excluded.
- The liability of the contractor is limited in all cases only to the engineering services rendered by him and to the damage foreseeable at the time of conclusion of the contract and typical for the contract.
- Unauthorized changes and specifications with regard to the construction or execution by the client shall be the responsibility of the client.

§ 7. Data protection

- The processing of the order shall be carried out under secrecy of the operational and business affairs of the client
- The contractor shall process and store the client's data in compliance with the data protection regulations.

§ 8 Final provisions

- This contract and the entire legal relationship between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions of German law.
- The place of performance and exclusive place of jurisdiction for all disputes arising from this contract shall be the Contractor's registered office.
- Amendments and additions to the contract must be made in writing. This also applies to the amendment of this written form clause. Verbal collateral agreements shall only be valid if they are subsequently confirmed in writing.
- Should one of these provisions be invalid, this shall not affect the validity of the remaining provisions. Ineffective provisions shall be replaced by such effective provisions that achieve the intended economic purpose as far as possible.