

**General Terms and Conditions (GTC)**  
**Kachel Technische Dokumentation und Kommunikation**  
**Hauptstraße 60, D-74523 Schwäbisch Hall**

The following General Terms and Conditions regulate the contractual relationship between the client and Kachel Technische Dokumentation und Kommunikation, Hauptstraße 60, D-74523 Schwäbisch Hall.

### **1. Scope**

The following General Terms and Conditions (GTC) apply to the respectively valid version for each closed contract with Kachel Technische Dokumentation und Kommunikation. No other terms and conditions shall apply, also no terms and conditions that are not expressly mentioned or contradicted.

All changes and amendments of these GTC must be submitted in writing.

### **2. Offers**

Only written offers are legally binding. The offer expires if it was not accepted within the period of validity. If no period of validity is specified, the offer expires 3 months after the offer date.

Contents and scope of the concrete liabilities result from the specifications of the offer which forms together with the GTC the basis for contractual relationships between our client and us.

### **3. Terms of payment**

Prices do not include VAT. Payment is due within 14 days of issuing the invoice, without deduction, unless otherwise agreed in writing.

### **4. Late payment**

If no payment is made by the due date, default interest in the amount of 8 % above the respective bank rate of the German Central Bank has to be paid. In case of delayed payment we can claim further damages. We can also completely or partially withdraw from the respective contract.

If it becomes known that there is an essential decline in the client's financial circumstances, we can insist on payment in advance.

With cession of payment by our client, the application to institute bankruptcy, composition or insolvency proceedings regarding the assets of our client, all our outstanding debts are payable immediately. This also applies if a term of payment has been set or if outstanding debts are not due yet because of other reasons. In that case, we can be relieved by unilateral declaration from the obligation to provide services or partial services.

We can only declare the off-set to our client if his/her claims that are directed against us are assessed legally binding, are accepted by us and are undisputed.

### **5. Transfer of risk**

The risk transfers to the client as soon as the delivery is picked up from us or has been sent out by us. We reserve the choice of dispatch type, means of transport and packaging. Any shipment charges for the client's account. The client has to make a mandate in writing if insurance for the goods is desired. The costs of the insurance will be at the

client's expense.

### **6. Term of delivery**

Any interruptions of operation and all unpredictable events beyond our influence lead to an adequate extension of the set term of delivery. Should such an extension propose to us or the client unacceptable conditions, each party can make use of its right to cancel or its right of withdrawal.

If we default on service or delivery, the client can claim reimbursement for damages caused by delay only after an adequate grace period unless we are not entitled to such a grace period. In case of termination or cancellation of the contract by the client due to a delay that was not caused by us, we are eligible for remuneration for work provided up until that point in time with remaining costs at the client's expense. The costs will be forwarded to the client in writing.

If we cause a delay in delivery, the client has the right to cancel or to withdraw from the contract after an adequate grace period. We are eligible for remuneration for work provided up until that point in time with remaining costs at the client's expense. The service provider is not liable for further claims, unless there is intent or gross negligence. The client has to provide proof of intent or gross negligence.

### **7. Client's duty to co-operate**

The client is obligated to support the contractor's activities and the client is especially involved when the content and extent of the contract are defined. The client has to check the documents that are passed on to the contractor for order processing regarding factual correctness and completeness.

The client provides gratuitously all prerequisites in his/her business which are required for adequate performance of the order. The client especially has to take care that a contact person is named who is available to us during the stipulated working time. The contact person has to be authorized to give the necessary binding information necessary for a undisturbed implementation of the contract. In addition to that, our employees must have access at all times to information required for their work and they must be supplied with all relevant documents.

If a breach of duty of co-operation by the client makes the processing of the order unacceptable, we can exercise our right to cancel or withdraw. We are eligible for remuneration for work provided up until that point in time, remaining costs are at the client's expense.

### **8. Warranty and responsibility**

After receipt of the technical documentation the client has to verify the technical documentation.

Obvious faults and faults that are detected during a proper inspection of the technical documentation have to be reported to the contractor within 14 days

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after acceptance in writing.

After the deadline, the technical documentation is considered approved when the client has not specified in writing the reasons for the refusal of acceptance. When the deadline was missed, a warranty for the faults in questions cannot be considered. Liability claims cannot be asserted any longer.

In case of liability claims we are entitled, at our choice, to provide remedy or rectification of the defects or a replacement delivery.

If the remedy or rectification of the defects is not successful or we are not willing or able to provide remedy or rectification of the defects or a replacement delivery within a written and adequate time frame, the client has the right of cancellation of the contract.

Further claims, especially claims for damages and compensation for the so-called indirect damages are excluded. This does not apply if the damage is a result of premeditation or gross negligence.

Our liability for consequential loss caused by faulty delivery and services is limited to the benefits of our current liability insurance.

A list of benefits can be sent to the client by written request.

Liability for damages caused by delay in delivery are limited to a maximum of 10 % of the contract value. The damage must be satisfactorily shown by the client.

### **9. Right of retention**

The right of retention or counterclaims can only be asserted by the client when these claims have been established beyond dispute or the claim was recognized by declaratory judgment.

### **10. Privacy**

The client approves that the data acquired from the business connection are recorded in accordance with the data privacy regulations. The data will be saved in such a way that unauthorized persons do not have access to it.

After completion of the order, the client can decide whether all data should be deleted or be saved on a data carrier. If the client does not approve of the data storage after completion of the order, the client must make this fact known in writing within a grace period of 14 days. After this grace period, the data storage is considered approved.

The contractor can disclose the data passed on to him to third persons if this is necessary for completion of the order. This has to be done with great care.

The client agrees that his/her company is added to our list of references.

### **11. Right of use**

The client receives the right of use of documents and information provided for him by Kachel Technische Dokumentation und Kommunikation within the scope of the assignment specified in the order or offer. Use for other purposes including

within the organization of the client, is prohibited unless agreed upon by us.

The client is obligated to name the author with the respective copyright notice in all documentation and information.

### **12. Place of fulfillment and jurisdiction**

Place of fulfillment and jurisdiction is the company location of Kachel Technische Dokumentation und Kommunikation, if the client is a registered merchant, a legal person of public law or special public law funds.

All disputes between the contracting parties will be settled according to the legal practice of the Federal Republic of Germany.

### **13. Other**

If some items of these General Terms and Conditions are completely or partially ineffective, the other items remain valid. In this case the parties will reach a legal agreement immediately which complies with the spirit and purpose of the ineffective items. This also applies if items have to be added to the General Terms and Conditions.

Last update: 07.2007