



Advimo

General Contractual Regulations to the Engineering Agreement

§ 1 Application of General Contractual Regulations to the Engineer Agreement

(1) The following General Contractual Regulations to the Engineer Agreement apply for all current and future agreements between the Principal and TUV SÜD Advimo GmbH (hereinafter referred to as "TS Advimo").

(2) Deviations from these conditions, particularly also the conditions of the Principal, only apply if they have been explicitly recognised and confirmed by TS Advimo in writing. If individual conditions of these General Contractual Regulations to the Engineer Agreement are changed or waived based on an agreement or special understanding, the effectiveness of the remaining conditions of this General Contractual Regulations to the Engineer Agreement remains unaffected.

§ 2 General obligations

(1) TS Advimo exercises its Activities regardless of production, trade or supply interests.

(2) TS Advimo is obligated to execute the granted order correctly in accordance with the generally approved rules of technology and the principles of economy.

(3) TS Advimo is not liable for the compliance with certain construction costs in terms of a quality agreement. Any estimated costs determined in the context of the tender process serve exclusively for the determination of the fee and do not stipulate a budget.

§ 3 Order

In the event of doubt, the extent of the owed service of TS Advimo is based on the Agreement (contractual certificate and/or offer and acceptance in the written or text form). Subsidiary agreements and other understandings arrived at prior to or upon granting of the order require the written form to be valid and thus have to be specified separately to the order.

§ 4 Payment

(1) Unless agreed otherwise, fee claims by TS Advimo are due and payable 14 days upon receipt of the invoice. The payment of auxiliary costs is due and payable 14 days upon receipt of the invoice. The statutory VAT in the current amount of 19% is declared separately in payment claims as well as invoices.

(2) Upon completion of all services, TS Advimo is obligated to issue an auditable final invoice. Appropriate cost advances can be demanded and/or instalment invoice according to the already provided services can be issued.

(3) Offsetting against the remuneration claim of TS Advimo is only admissible with uncontested or legally determined claims. The Principal can only assert a right of retention if this is based on claims from the same contractual relationship.

§ 5 Warranty / liability / acceptance

(1) Unless otherwise agreed below, the Warranty Act of BGB (German Civil Code) (§§ 633 cont.) applies. Warranty only comprises the services specifically ordered in accordance with § 3. TS Advimo is particularly not liable for information or services outside of a contractual basis.

(2) TS Advimo shall be liable for damages, irrespective of the legal ground, in the context of fault-based liability in the event of intent or gross negligence. In the event of simple negligence, subject to a more lenient standard of liability provided by law (e.g. care applied in one's own affairs), TS Advimo shall only be liable (i) for damage arising from an injury to life, body or health, (ii) for damage arising from a not insignificant breach of a material contractual duty (an obligation the fulfilment of which enables the proper performance of the contract in the first place and on the fulfilment of which the other party to the contract usually relies and may rely); in the latter case liability of TS Advimo is limited to the compensation of damage which was foreseeable and typical when the contract was concluded.

(3) The Principal is obligated to take delivery of the contractual performances of TS Advimo upon their completion. Acceptance has to occur expressly. If acceptance has not occurred expressly, the unconditional payment of the final invoice is equivalent to an acceptance. Planning services are considered accepted upon the expiration of an appropriate period of time following the utilisation of the building project. For the remainder § 640 (1) BGB (German Civil Code) applies.

(4) The statute of limitation commences with the acceptance of the last service to be provided according to this Agreement, however at the latest upon acceptance of the service to be provided in performance stage 8.

§ 6 Copyrights and usage rights

(1) TS Advimo is entitled to the copyrights to the services provided for the fulfilment of the Agreement (particularly plans, brochures, calculations, technical documentations). Also the usage rights principally remain with TS Advimo, unless otherwise specified in the Agreement.

(2) The Principal is not entitled to utilise the planning for any object other than the contractual object.

§ 7 Force Majeure

In the event that either party is unable to perform its obligations to the other party in whole or in part or not in a timely manner due to an unusual and unforeseeable event beyond the control of that party (force majeure event), the affected obligations of the party relying on the force majeure event shall be suspended for as long as the force majeure event and its consequences persists; any obligations of the other party to provide consideration during this time shall lapse. Claims of the other party, in particular claims for damages, shall not arise in this respect. The party invoking force majeure shall, however, be obliged to inform the other party without delay in text form of the event, the suspended performance obligations and the expected duration of the suspension of the performance obligations. The same shall apply if, by observing a reasonable duty of care, the party invoking force majeure recognizes, whilst the performance obligations are suspended, that the notified probable duration of the suspension will change significantly. If the force majeure event lasts longer than six months from the first information to the other party, both parties shall be entitled to withdraw from the contract. The right of withdrawal shall be replaced by a right of termination for continued obligations. The suspension of a payment obligation - except in scenarios prescribed by law or if such payment obligation represents a consideration within the meaning of sentence 1 - cannot be based on force majeure. Article 287 sentence 2 of the German Civil Code (liability for coincidence during debtor's default) remains unaffected.

§ 8 Export control and embargoes

(1) TS Advimo does not have the obligation to provide services in due time to the extent that and for as long as such provision of services would result in violations of export control and embargo restrictions. In such a case, TS Advimo agrees to notify the customer without undue delay in textual form (as defined in the German Civil Code, BGB) about the fact that services may not be provided (impediment to performance).

(2) In the event that TS Advimo is prevented from timely provision of services because permits, licenses or other official procedures imposed by restrictions under export control and embargo law need to be obtained, the delivery and completion deadlines agreed by TS Advimo and the customer with binding effect shall be adequately extended by the duration of the delay caused thereby. In such a case, TS Advimo agrees to notify the customer without undue delay in textual form about the delay.

(3) Where the impediment to performance pursuant to Section 8.1 or the delay pursuant to Section 8.2 lasts longer than six months beyond the date of initial notification of the customer by TS Advimo, either party has the right to rescind the contract (Rücktritt). In case of contracts for the performance of continuing obligations, either party has the right to terminate the contract (Kündigung) instead. The customer may not assert any additional claims based on Sections 8.1 and 8.2, including, but not limited to, claims for damages.



Advimo

(4) The customer has the obligation to observe the export control and embargo law restrictions, as applicable and in effect at the time, when making use of or passing on services provided by TS Advimo. The customer has the obligation to obtain any permits or licenses that may have to be obtained from the competent authorities, if and where necessary. In case of a violation of export control and embargo restrictions by the customer, TS Advimo has the right to rescind the contract. In case of contracts for the performance of continuing obligations, TS Advimo has the right to terminate the contract (Kündigung) instead.

(5) To the extent requested to do so, the customer has the obligation to provide TS Advimo, without undue delay, with any and all information on the intended use, final recipient and end use of the services to be provided by TS Advimo, including, without limitation, the obligation to issue or provide what is referred to as end-user certificates (EUC).

(6) The customer agrees to indemnify TS Advimo to the full extent against any and all claims that may be asserted against TS Advimo by authorities or other third parties on the grounds of intentional or negligent violations of export control and embargo restrictions by the customer and undertakes to indemnify TS Advimo for and against any and all losses sustained, damage, suffered and expenses incurred as a result.

§ 9 Final conditions

(1) Changes, amendments and subsidiary agreements require the written form. This also applies in the event of a waiver of the requirement for the written form.

(2) Based on the prerequisites of ZPO (German Code of Civil Procedure), place of jurisdiction for the assertion of claims for both parties is the registered office of TS Advimo (general venue according to Section 17 of the German Code of Civil Procedure, ZPO).

(3) Place of fulfilment for all obligations arising from the Agreement is the registered office of TS Advimo.

(4) The contractual relationship and all associated legal relations are exclusively subject to the laws of the Federal Republic of Germany, excluding the Conflict of Laws provisions, the IPR (Private International Law) as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

In the event of a new or updated version of the German Fee Scales for Architects and Engineers (HOAI), both contractual parties shall be negotiated an appropriate adjustment with respect to still outstanding services, unless otherwise regulated in the Agreement.