

General Terms and Conditions (AGB)

WPT-Nord GmbH

(Status as of January 2018)

§ 1

General – Scope of Contract

- (1) These General Terms and Conditions shall apply to all current and future deliveries and services of WPT-Nord GmbH (hereinafter referred to as "Service Provider") vis-à-vis Customer.
- (2) Any deviating, conflicting or supplementary General Terms and Conditions of Customer shall not become an integral part of the contract, even if they are known, unless their validity is expressly agreed in writing.
- (3) These General Terms and Conditions shall only apply vis-à-vis entrepreneurs within the meaning of § 310 (1) BGB (German Civil Code).
- (4) We shall be entitled to appoint third parties to fulfil our contractual obligations.

§ 2

Formation of the Contract

- (1) Customer's order shall represent a binding offer. It shall be accepted by us by sending an order confirmation.
- (2) Unless otherwise specified in the offer, an offer from us can be accepted in writing or in electronic form (e-mail or fax) within 30 days. Written communication by e-mail is welcome. If no acceptance takes place within the 30 days, the offer shall expire.

§ 3

Prices and Payment Terms

- (1) Services shall be invoiced at a fixed price or according to working hours, travel expenses incurred, accommodation costs and materials consumed.
- (2) The working time estimated in the offer or order confirmation is an estimate and the actual number of hours actually worked shall be invoiced.
- (3) Any waiting periods for which we or the companies commissioned by us are not responsible (e.g. weather conditions, inadequate access, unforeseen technical problems) shall be charged to Customer and may be invoiced separately.
- (4) The statutory value-added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.
- (5) Unless otherwise stated in the order confirmation, the invoice shall be due for payment without deduction within 14 calendar days from the date of invoice. After the due date, default interest at a rate of 8% above the respective base interest rate p.a. will be charged.
- (6) Customer shall check the accuracy of an invoice from us within the period specified in paragraph 5. Objections to the invoice are excluded after this date.
- (7) Customer may only apply any offset against claims which are undisputed or have been established by declaratory judgment.

§ 4

Customer's Obligation to Cooperate

- (1) Customer shall support our staff or the personnel of the companies commissioned by us in the execution of the agreed services to the best of his ability and at his own expense. In particular, the personnel shall be provided free of charge with auxiliary staff, aids, technical documentation and electricity, including the necessary connections and other access points, inasmuch as this is necessary for the fulfilment of the order.
- (2) Customer shall take the necessary measures to protect persons and objects at the place of performance of the service. He must also inform our personnel or the personnel of the companies we have commissioned about existing special safety regulations, insofar as these are of importance for the personnel.
- (3) For the services to be rendered on site at Customer's premises, Customer shall name and hold a contact person who is responsible, competent and authorized for all questions concerning the execution of the order.

§ 5

Time of Service Performance

- (1) Compliance with agreed deadlines for the performance of services requires not only the timely receipt of all relevant documents, but also compliance with Customer's terms of payment and other obligations.
- (2) If no specific date for the rendering of the service has been agreed, we shall inform Customer of the date prior to the rendering of the service. If Customer does not wish the work to be carried out on the specified date, Customer shall be obliged to notify us at least five days before the announced day on which the work is to be carried out. If this notification is not made or is not made on time, the agreed price shall be due in full.

- (3) If the performance of our work is delayed due to force majeure, e. g. unannounced network shutdowns, missing official approvals through no fault of ours, strikes, lockouts, official orders, accidents or storms, the period of time for rendering services shall be extended accordingly.
- (4) If Customer defaults on acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred in this respect, including any additional expenses. Further claims or rights remain reserved.

§ 6
Inspection and Acceptance

- (1) Customer shall be obliged to accept the service, whether in the form of a repair, inspection or other agreed service provided by us. If the service proves not to be in accordance with the contract, we shall be obliged to remedy the defect in accordance with § 7, insofar as this is possible for the respective service. This does not apply if the defect is insignificant for Customer's interests or is based on a circumstance attributable to Customer. If there is a minor defect, Customer may not refuse acceptance.
- (2) If acceptance is delayed through no fault of ours, acceptance shall be deemed to have taken place two weeks after notification of the completion of the performance.
- (3) Upon acceptance, our liability for recognizable defects shall lapse unless Customer has reserved the right to assert a particular defect.

§ 7
Warranty

- (1) Prerequisite for any warranty rights on the part of Customer is the proper fulfilment of all examination and complaint obligations pursuant to §377 HGB (German Commercial Code).
- (2) In the case of justified complaints, we shall be entitled at our discretion to supplementary performance in the form of remedy of defects.
- (3) If the supplementary performance fails, Customer shall be entitled to choose between cancellation of the contract or reduction of the purchase price. Pursuant to § 440 Sentence 2 German Civil Code (BGB), a rectification of defects shall be deemed to have failed after the second attempt, unless something else arises in particular from the nature of the item or the defect or other circumstances.
- (4) The warranty does not extend to natural wear and tear or damage caused by faulty or negligent handling, excessive stress, unsuitable equipment or special external influences after the transfer of risk. If Customer or any third parties carry out improper modifications or repair work, there shall be no warranty for these and the resulting consequences.
- (5) The statute of limitation for warranty claims of Customer shall expire 12 months from acceptance.

§ 8
Liability

- (1) We shall be liable in accordance with the statutory provisions insofar as Customer asserts claims for damages based on intent or gross negligence on our part. In cases of slight negligence, our liability shall be limited to the foreseeable damage typical for this type of contract.
- (2) Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability in accordance with the Product Liability Act.
- (3) Insofar as nothing to the contrary is regulated above, any liability shall be excluded; this applies in particular to financial losses, other consequential damages and loss of profit.

§ 9
Final Provisions

- (1) Amendments, supplements and ancillary agreements to the contract and these GTC shall require the written form.
- (2) Should a provision of these General Terms and Conditions be or become invalid or should a gap arise, the validity of the remaining provisions shall not be affected. In this case, the parties undertake to agree on or achieve the intended purpose by agreeing to another provision.
- (3) The legal relations between the parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (4) Jurisdiction shall be with the Courts of Neumünster, Germany.