



# General Terms and Conditions for R&M Group's Quotations

## § 1 General

- (1) The services to be rendered by R&M are rendered on the basis of these general terms and conditions for quotations. These also apply to supplementary orders and future contractual relationships between the contractual parties. Verbal side-agreements have not been closed. Amendments and addenda to the contract shall be effected by the management of R&M.
- (2) These general terms and conditions apply exclusively to the contract. The customer's general terms and conditions shall not become subject matter of the contract even if R&M does not object these expressly.

## § 2 Scope of service

- (1) The basis of the service to be rendered by R&M is the R&M quotation in the current form at the time of order placement. Only in case of explicit respective agreements services shall become integrated part of the contract and to be rendered by R&M.
- (2) Particular circumstances at the construction site which obstruct execution are only taken into consideration in R&M's quotation if R&M is aware about them or the client notified R&M expressly. If this is not the case, R&M has a right to compensation of extra costs arising out of this provided the customer is responsible for these particular circumstances.
- (3) Services which are to be provided by the customer are defined by R&M in the quotation as such services and are not included in R&M's scope of service. If the R&M quotation does not contain any special information, construction site safety and scaffolding are to be provided by the customer.

## § 3 Closing of the Contract

The R&M quotations are binding for a period of 3 months unless otherwise expressly agreed with the customer. Apparent errors, typing errors and miscalculations in the quotation as well as drawings and plans entitle R&M to correct or withdraw the quotation as long as the contract has not been awarded expressly and without reservation by the customer.

## § 4 Delivery term

Individual deadlines stated in a construction schedule are considered as contractual deadlines only if this has been expressly agreed upon between the customer and R&M.

## § 5 Remuneration

- (1) The contract prices are quoted net without value added tax. The value added tax shall be paid additionally according to the statutory provisions applicable at the time when it falls due.
- (2) If customer requests services that are not part of the contract's scope, R&M has a right to additional remuneration.
- (3) If the price basis of services stated in the contract is altered through amendment of the description of the service or other orders issued by the customer, a new price is to be agreed upon, taking into consideration the extra or reduced costs. The agreement should be closed prior to execution.
- (4) Down payments are to be made upon request at the shortest intervals possible or at the agreed upon time. This shall amount to the value of the proven contractual services including the declared value added tax. A down payment invoice can be issued by R&M if the services rendered reach an invoice value of a fifth of the quotation sum or more than EUR 25,000.00.
- (5) R&M invoices are due 14 days after invoice date.

## § 6 Liability/Limitation of liability

- (1) The liability of R&M for claims for compensation is limited to 10% of the contract value.
- (2) Liability for indirect damages or consequential damages (e.g. downtime, loss of profit, pure financial losses etc.) is excluded.
- (3) The preceding limitations of liability do not apply to cases of willful intent, gross negligence and personal injury.



## § 7 Limitation period

- (1) The limitation period for claims and rights due to defects in the services rendered by R&M – for whatever legal reason – is one year. However, this does not apply in cases of §438 para. 1 no. 2 of the German Civil Code (construction, items for construction and §634 a para. 1 no. 2 (construction or works whose success lies in the rendering of planning or monitoring services). The statutory limitation period applies to the cases mentioned in the preceding sentence number 2.
- (2) The limitation periods pursuant to para. 1 also apply to all compensation claims against R&M which are related to the defect – irrespective of the legal grounds of the claim. If there are compensation claims of any kind against R&M which are not related to the defect, the limitation period mentioned in para. 1 sentence 1 shall apply.
- (3) The limitation periods according to para. 1 and para. 2 apply with the following conditions:
  - a) Soweit nicht ausdrücklich anderes bestimmt ist, bleiben die gesetzlichen Bestimmungen über den Verjährungsbeginn, die Ablaufhemmung, die Hemmung und den Neubeginn von Fristen unberührt. These limitation periods generally do not apply in case of intent or fraudulent concealment of a defect.
  - b) Moreover, these limitation periods do not apply in case of injury to life, body or health or freedom, in case of claims according to the product liability act or in case of grossly negligent breach of duty.
  - c) The limitation period commences for all claims upon acceptance.
  - d) Unless otherwise stated, the statutory provisions regarding commencement of the limitation period, the suspension of expiry, the suspension and recommencement of limitation period shall remain unaffected.

## § 8 Force majeure

- (1) If and as long as a contractual party is hindered from fulfilling its duty due to force majeure pursuant to item number 2, it shall be released thereof. The other contractual party shall be released from its counter-performance duty if and as long as the contractual party is hindered from fulfilling its duty due to force majeure.
- (2) Force majeure is considered as circumstances which are independent of the contractual parties volition and influence such as natural catastrophes, government measures, decisions made by authorities, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks strikes, lockouts and other labor unrests, confiscation, embargo or other circumstances which are unpredictable, serious and cannot be blamed on the contractual parties and which arise after contract conclusion.
- (3) The concerned contractual party has to notify the other contractual party immediately and inform about the reasons of force majeure and the estimated duration.

## § 9 Reservation of title

- (1) With regards to delivery services, the contractual item shall remain R&M's property until all claims from the contract towards the customer are fulfilled.
- (2) The customer is permitted to process the contractual item or mix or combine it with other items. The processing, mixing or combining (hereinafter together: "processing" and in view of the contractual item: "processed") is done on behalf of R&M. The item arising from processing shall be referred to as "new item". The customer shall store the new item for R&M with the care of a prudent businessman. When processing with other items which do not belong to R&M, R&M is entitled to co-ownership of the new item amounting to the share that results from of the ratio of the value of the processed contractual item to the value of the remaining processed item at the time of processing. If the customer acquires sole ownership of the new item, R&M and the customer agree that the customer shall grant R&M co-ownership of the new item in the ratio of the value of the processed contractual item to the remaining processed item at the time of processing.
- (3) In case of sale of the contractual item or the new item, the customer hereby assigns its claim from the resale against the purchaser with all ancillary rights to R&M without the need for any further special declarations. However, the assignment applies only to the amount which corresponds to the price of the contractual item invoiced by the contractor. The share of the claim assigned to R&M is to be satisfied with priority.
- (4) If the customer combines the contractual item or the new item with plots or movable objects, it assigns to R&M, without the need for any further special declarations, even its claim to which it is entitled as remuneration for the combination including all ancillary rights in the ratio of the value of the contractual item or the new item to the other combined items at the time of combination.



- (5) If the realizable value of all security interests to which the contractor is entitled exceeds the amount of all secured claims by more than 10%, R&M shall release a corresponding part of the security interest at the customer's request.

#### **§ 11 Copyright law**

R&M is entitled to the copyright to drawings, calculations and other planning documents prepared by R&M even if remuneration is paid for this.

#### **§ 12 Offsetting and assignment**

- (1) The customer can only offset those claims which are uncontested or legally established.  
(2) The customer can assign its claims against R&M from this contractual relationship to third parties only with the consent of R&M.

#### **§ 13 Legal Venue**

The sole court of jurisdiction for all disputes arising from this contractual relationship is Hamburg.

#### **§ 14 Applicable law**

German law applies to the parties' legal relationships.

#### **§ 15 Severability clause**

If individual clauses are or become ineffective, this shall not affect the validity of the other clauses and it shall also not affect the validity of this contract in its entirety. Invalid clauses are to be replaced by effective clauses which come closest to the content of the invalid clauses in the course of renegotiation.

