

General Terms and Conditions of Business

For shipments and services of GRIDINSPECT® GmbH

I. General Provision

1. Only our terms and conditions of business (hereafter GTC) apply. Supplementary, conflicting, or customer terms deviating from our GTC will not be recognised unless expressly approved by us in writing. Our GTC also apply if we perform delivery to the customer without reservation, aware of customer terms conflicting with or deviating from our GTC. The mutual written statements are definitive to the extent of deliveries.
2. Any agreements made between us and the customer for the purpose of executing this agreement are recorded in writing in this agreement.
3. Our GTC only apply to businesses within the meaning of § 310 Para. 1 of the German Civil Code or corporate bodies under public law.
4. Our GTC also apply to all future business dealings with the customer regardless of notice.

II. Offer – Offer Documents – Conclusion of Contract

1. Our offers are without obligation and non-binding. This also applies if we provided the customer – including electronic form – with catalogues, technical documentation of any type (e.g. drawings, plans, computations, calculations, etc.), other product descriptions or documentation.
2. If the customer's purchase order qualifies as an offer pursuant to § 145 of the German Civil Code, we may accept said within 2 weeks of our receipt.
3. The acceptance is carried out in writing e.g. through an order acknowledgement.
4. We reserve ownership and copyrights in illustrations, drawings, calculations and other documents. This also applies to written documents marked "confidential". The customer must obtain our express written approval before passing on to third parties.

III. Confidentiality, Data Protection

1. We agree to maintain strict confidentiality over any business or company matters of which we became or become aware unless we are expressly released of the confidentiality obligation by the customer. The confidentiality obligation continues to apply beyond the end of service provision. GRIDINSPECT® shall obligate its employees and third parties involved for the purpose of performing its ties accordingly.
2. The customer acknowledges we store data pertaining to the contractual relationship in accordance with § 28 German Data Protection Act for the purpose of data processing and reserve the right to transmit said data to third parties (e.g. insurance companies) where required for fulfilment of contract.
3. We may only disclose verbal and written customer statements of any type, particularly recommendations and reports pertaining to the subject matter of the contract and the customer with the prior written approval of the customer.
4. We shall keep documents provided with care, protect them from third party review, and upon request return these to the customer at the end of service provision.

IV. Service Provision

1. GRIDINSPECT® will provide its services according to the best available technology and per the job definition.
2. With respect to services requiring planning the customer shall specify a contact person handling coordination on the customer end, providing the necessary information, procuring decisions or approvals, and satisfying the terms specified under item IX.1. and 2. Required for smooth assembly and commissioning.
3. The customer agrees to promptly notify us of any circumstances relevant to service provision and change in circumstances in writing. We are entitled to exercise contract modifications resulting thereof and to adjust the previously confirmed delivery date.
4. Drawings, circuit diagrams, documents and files related to service provision and the customer's business will be ceded for the customer's use. These may only be passed on to third parties with our approval. We reserve any copyrights arising from the provision of services.

5. If software or firmware is used to provide services, the terms of the respective provider apply specifically with respect to installation, licensing, duplication and support. Unless explicitly agreed, we are not obligated to future improvements (updates).

V. Terms of Payment

1. Unless otherwise arising from the order acknowledgement, our prices are "ex works". The respective applicable VAT and costs of packaging, transport, insurance and commissioning are not included; these costs are billed separately.
2. Unless otherwise arising from the order acknowledgement, the price is due for payment within 14 days from the invoice date. Due dates are considered met if the amount is available to us within the term. Incidentally the provisions of the law apply with respect to occurrence and consequences of payment default.
3. The customer is only entitled to set-off if his counter-claims were determined without further legal recourse, undisputed or were accepted by us. The customer is further not entitled to right of retention for disputed counter-claims. He is further only permitted to exercise a right of retention if and when the counter-claim arises from the same contractual relationship.
4. Claims against us may only be assigned with our written approval.

VI. Reservation of Title

1. The objects of deliveries (good subject to retention of title) remain our property until all demands against the customer arising from the agreement have been satisfied. In the event of the customer's breach of contract, particularly in the event of payment default, we are entitled to take back the goods subject to retention of title. Our taking back the goods subject to retention of title constitute a rescission of contract. Upon taking back the goods subject to retention of title we are entitled to realize said, with the realization proceeds to be credited against the customer's accounts payables, minus adequate costs of realization.
2. The customer is obligated to handle the goods subject to retention of title with care; he is particularly obligated to adequately insure said at replacement value at his expense. In the event maintenance and inspection work is required, the customer shall perform such at his expense and in a timely manner.

VII. Delivery Date, Delay in Delivery, Acts of God

1. The start of the delivery time specified by us presumes technical and business questions being resolved.
2. Observing our delivery commitment further requires the timely and proper performance of customer obligations, particularly receipt of all documentation to be supplied by the customer, the necessary approval of plans and drawings, as well as the customer complying with the agreed terms of payment and other obligations. In the event the customer does not fulfil these obligations in a timely manner, the delivery times will be extended accordingly; this does not apply if we are responsible for the delay. A defence on the lack of performance of the contract remains reserved.
3. Upon exceeding a non-binding delivery date or a non-binding lead time, the customer may demand delivery from us within a reasonable timeframe, in writing.
4. In the event the customer is in default of acceptance or culpably violates other cooperation duties, we are entitled to demand compensation for damages we incurred in this respect, including any additional expenditure. Other entitlements or rights remains reserved.
5. In the event the requirements of the above item 4 are met, the risk of accidental loss or accidental deterioration of the good subject to retention of title is transferred to the customer at the time he became in default of acceptance or debtor's delay.
6. If the event non-compliance of deadlines attributable to acts of god, e.g. mobilisation, war, rebellion, or similar events, e.g. strike, lockout, the deadlines are extended accordingly.

VIII. Transfer of Risks

1. The risk is transferred to the customer as follows:

- a) Deliveries not including setup or assembly are "ex works" unless otherwise agreed. At the customer's request and cost, we will insure deliveries from us against the typical transport risks.
 - b) Deliveries including setup or assembly on the respective day of acceptance (commissioning).
2. In the event shipment, delivery, assembly or commissioning is delayed for reasons for which the customer is responsible or the customer becomes in default of taking delivery for other reasons, the risk is transferred to the customer. Our right to demand acceptance for deliveries including assembly and commissioning remains untouched.

IX. Assembly and Commissioning

The following provisions apply to assembly and commissioning unless otherwise agreed:

1. The customer shall assume costs and provide in a timely manner:
 - a) All construction work and other back-work outside of the industry including any required skilled and unskilled labour, materials and tools,
 - b) The utensils and materials required for assembly and commissioning such as scaffolding, hoisting devices and other equipment, combustibles and lubricants,
 - c) Power and water at the point of use including connections, as well as lighting,
 - d) Adequately sized, suitable, dry and lockable rooms at the installation site for storing components, materials, tools, etc., and bathroom installations for the assembly personnel appropriate for the circumstances; incidentally the customer shall take measures to protect the property of the supplier and the assembly personnel at the construction site which he would take to protect his own property,
 - e) Protective clothing and safeguards necessary based on special circumstances at the installation site.
2. Prior to beginning installation the supplies and objects for performing the work must be at the installation site, and all preliminary work progressed to such extent so as to allow for installation and commissioning to be performed as contracted and without interruption.
3. In the event assembly or commissioning are delayed for reasons for which we are not responsible, the customer shall bear the costs for the waiting period and additional travel of the supplier or installation personnel to a reasonable extent.
4. If upon completion we demand acceptance of the delivery, the customer shall perform said with us. We shall be responsible for documenting said.

X. Liability for defects

1. Customer claims for defects require the customer to have property satisfied his duty to inspection and objection pursuant to § 377 of the German Commercial Code. The customer shall not refuse delivery or acceptance for negligible defects.
2. Claims for defects expire 12 months from the delivered goods being delivered to the customer. Any returns of goods require our approval.
3. If despite all diligence the goods have a defect which already exists at transfer of risks, we will repair the goods or deliver a replacement, subject to timely claim of defects. We shall always be granted an opportunity for supplementary performance within a reasonable period. This does not affect our statutory right of refusal. However, if the customer's claim for remedy of defects shows to be unjustified, we may demand the customer reimburse us for the expenses incurred from it
4. In the event supplementary performance fails, the customer is at his discretion entitled to demand withdrawal or reduction, notwithstanding the customer's claims for damages.
5. Claims for defects are not justified with negligible deviation from the agreed characteristics, merely negligible negative impact on the usability, natural wear or tear, or damages arising after the transfer of risk due to erroneous or negligent handling, excess stress, or due to particular extraneous influences not provided or known according to the contract. In the event the customer or third parties perform improper repairs or modifications, the customer is further not entitled to claims for defects for these and the resulting consequences. This does not apply in the event of our deliberate or grossly negligent breach of duties or our malicious hiding a defect.
6. Customer claims for expenditures necessary for the purpose of supplementary performance, particularly costs for shipping, transport, labour and materials, are excluded.

7. Claims for damages are further subject to item XI (joint and several liability). Additional claims against us or claims other than those stipulated under this item of our customer or agents for material defects are excluded.

XI. Joint and Several Liability

1. We are liable in accordance with the provisions of the law provided the customer asserts claims for damages due to malice or gross negligence, including malice or gross negligence of agents used by us, or based on the product liability act. Provided there is no deliberate breach of contract, the liability for damages is limited to the foreseeable property damage or personal injury which would typically occur.
2. Liability for culpable injury to the life, body or health, maliciously hiding a defect, or for breach of material contractual obligations remains untouched. Material contractual obligations are obligations which must be performed to allow for proper execution of the contract, and the compliance with which the customer may normally rely on. The compensation for damages for breach of material contractual duties, however, is limited to the foreseeable damages typical for the contract when caused by ordinary negligence.
3. Liability excludes financial losses such as loss of production and loss of profit and the associated subsequent damages.
4. In the case of ordinary negligence, liability for property damage, financial loss and personal injury is limited to 5,000,000€ per incident, and covered by public liability insurance.
5. Further liability for compensation for damages other than provided under item X and XI is – regardless of the legal nature of the claim asserted – is excluded
6. The above provisions do not change the burden of proof to the disadvantage of the customer.

XII. Place of Jurisdiction

1. Provided the customer is a merchant or corporate body under public law, our business location is the place of jurisdiction. However, we are entitled to also file suit against the customer at the court for his headquarters. This stipulation does not impact compelling legal provisions on sole places of jurisdiction.
2. The law of the Federal Republic of Germany applies; applicability of the CISG is excluded.
3. Provided the agreement or these general terms and conditions of delivery contain loopholes, the parties agree to complete these loopholes with legally effective provisions the contracting parties would have agreed to according to the economic objectives of the agreement and the purpose of these general terms and conditions of delivery had they been aware of the loophole.