



General Terms and Conditions (GTC)
Schulz Concrete Engineering GmbH (SCE)
Pferdekamp 13, D-59075 Hamm

1. General Provisions

1. The General Terms and Conditions set forth below form integral part of all our contracts and agreements and apply to all services rendered by SCE to the Customer.

2. Contrary or supplementary Terms and Conditions set up by the customer (purchaser) shall not become valid, unless expressly approved and accepted by SCE. The acceptance of such contrary or supplementary Terms and Conditions is subject to written form.

2. Offer

1. Unless agreed to the contrary, our offers are firm for 30 days from the date of issuance of the offer (quotation date).

2. Offers can be submitted in electronic form (pdf-file) or as hard copies. Ancillary restraints, agreements or supplements which are contrary to the offer shall only be valid if laid down in writing and specifically stipulated in the order.

3. Order and Scope of Services

1. The purpose and scope of the order and the deadlines for the provision of services shall be laid down in writing by the customer in its acknowledgment.

2. The acceptance of oral agreements, covenants or ancillary agreements or of agreements, covenants or ancillary agreements made by phone or by employees shall be subject to the written confirmation by SCE.

3. The subject matter of the order shall be any kind of engineering activities and services, in particular the design of concrete components.

4. Fees

1. SCE is entitled to payment of remuneration. The amount of the remuneration is subject to the explicit agreement.

2. The fee can be determined as a flat rate or on the basis of evidence (hourly time record sheets, service levels).

3. As far as no other agreements have been made, the fees / invoicing / hourly cost prices are based on the Official Scale of Fees for Services by Architects and Engineers (HOAI) in the version being valid at the time of service provision.

4. Fixed rates of fees can be agreed for certain, frequently recurring services according to the Scale of Fees being applicable from time to time.

5. Travelling time, consulting services rendered on site, presentations and local inspections will be invoiced on the basis of the actual expenditure of time. Furthermore, mileage allowance, as well as out-of-pocket expenses, travelling expenses and daily allowance etc. will be invoiced. As far as overtime work, work at night, on Saturday, Sunday or public holidays is required, the fees will be increased by 100%.

5. Payment / Delay in Payment

1. Invoices are payable within 14 days from the date of forwarding. Notwithstanding a contrary provision stipulated by the customer (purchaser), payments are set against the oldest outstanding debts and invoices, each.

2. The customer (purchaser) has no right of retention with regard to our claims. Setting off is only permissible against undisputed counterclaims finally recognised by us.

3. All our claims fall due immediately, if the terms of payment are not observed or if an essential aggravation of the customer's (purchaser's) financial situation has come to our knowledge. In such a case, we are also entitled to provide any services still outstanding only against prepayment or provision of a guarantee. In case prepayments or guarantees are not provided within the periods agreed, SCE is entitled to withdraw from the agreement after expiry of an adequate period of grace.

6. Reproductions

Any documents, designs, opinions and comments may only be passed on in full. Any reproduction in excerpts, any transmission of an excerpt, as well as any disclosure in full is subject to the previous express approval of SCE in writing.

7. Warranty, Claims for Damages, Liability

1. Claims for damages can only be made upon a notice of defect to be submitted exclusively in writing within 10 days upon provision of the services. Price reduction claims are excluded. Claims to improvement or completion of any lacking components shall be satisfied by SCE within an adequate period of time. No claim for damages due to delayed performance can be asserted within such period.

2. SCE shall be liable for defective performance according to the statutory provisions (section 633 ff. BGB - German Civil Code). SCE does not assume responsibility for contents of services provided by the customer / purchaser. In particular no obligation is assumed to check the contents with regard to any infringements of the law. In case third parties should assert claims against SCE on account of any infringements of law resulting from the contents of the services, the customer undertakes to hold SCE harmless against any liability towards third parties and to reimburse the cost incurred by SCE in connection with any infringement of law.

3. No liability can be assumed for the completeness and correctness of the data and analyses ascertained by SCE.

4. The liability of SCE, its bodies and employees is limited to violations of due diligence based on wilful intent or gross negligence. The preceding clause does not apply to damages based on bodily injuries as well as on an infringement of essential contractual obligations. Furthermore, liability is limited to the compensation for the direct damage and its amount is restricted to the sum insured by the liability insurance taken out by SCE.

5. No liability is assumed for oral information.

6. On no account, SCE is liable for claims for damages of third parties. The customers hold SCE explicitly harmless against such claims.

8. Claims

Claims for damages against SCE based on positive breach of contract, culpa in contrahendo and tort are excluded.

9. Place of performance and jurisdiction

1. The registered office of SCE is the place of performance.

2. The courts of Hamm have jurisdiction with regard to all disputes resulting from this contractual relationship. This Agreement shall exclusively be subject to German law.

10. Final Provisions

1. Without prior permission, the customer / purchaser is not entitled to assign any rights and duties resulting herefrom to third parties.

2. If any of the provisions set forth hereinbefore is invalid, such invalidity does not affect the validity of the remaining clauses hereof. By mutual agreement, the invalid clause will then be replaced by a clause that comes closest to the invalid clause with regard to its intent and economic effect.

3. No oral side agreements have been made. Any modification to the GT&C is subject to written form. This requirement of written form also applies to the modification of such provision.

As of 12th Jan. 2010

