

I. General

These General Terms and Conditions of Business of Beck & Pollitzer Germany GmbH, hereinafter referred to as Beck & Pollitzer, also apply to all future business transactions between the contractual parties, without the need to make a renewed reference to the General Terms and Conditions of Business. The first inclusion of these General Terms and Conditions of Business has the effect of forming a framework contract for future legal transactions of this nature. These also apply if we do not expressly refer to them in subsequent contracts, in particular even if we render a delivery or service to the customer in the knowledge of conflicting general terms of business of the customer or such terms that deviate from our own General Terms and Conditions of Business. Our deliveries and services take place subject exclusively to the General Terms set out below. Our services are subject exclusively to the German law on contracts for work & services (Werkvertragsrecht). Differing General Terms and Conditions of Business, terms of purchase or terms of procurement of the customer which we do not expressly acknowledge are not binding to us, even if we do not expressly object to them.

II. Quotes and formation of a contract, servicedescription

1. We are bound to the quotes we submit to our customers for four weeks. Additional agreements, modifications and specifications for performance must be confirmed by us in writing.
2. We reserve proprietary rights and copyright to cost estimates, drawings and plans and other documents; these may only be made available to third parties with our prior, written permission and must be returned to us on demand, at no cost.
3. The services to be rendered by us will be definitively determined by the service and interface description in our quotes.
All services in addition to the service and interface description in the quote must be agreed upon separately.

III. Payment terms, default

1. Our Terms of Delivery and Payment, which our customer accepts by placing the order, apply exclusively, including for future business, even if not expressly referred to but previously issued to the customer in connection with an order acknowledged by us. Our Terms of Delivery and Payment also apply exclusively in cases where the order placed is contrary to our Terms and Conditions, even if we do not raise any objection. Exceptions can only be made if they have been explicitly approved by us in writing.
2. The prices agreed at the time of conclusion of the respective contract apply, in particular the prices indicated in the order confirmation. All prices quoted are net plus the respective applicable statutory value added tax. All public charges (taxes, charges, customs duties, etc.) incurred by us in connection with the conclusion or performance of the contract outside Germany are borne by the customer.
3. If there is a change to the scope of the service in accordance with clause II, paragraph 3, the additionally agreed services will be billed separately.
4. Unless a different date of payment has been stipulated in the invoice, our outstanding invoices are payable within 30 days of the invoice date, without deductions. If payment is not received by the payment date, default interest will be charged pursuant to § 288 BGB (German Civil Code), commencing on the day after the payment date and under reserve of asserting further claims.
5. All payments must be made exclusively to the account of the bank named in our quotes and invoices.
6. We are entitled to assign claims arising from our Terms and Conditions of Business.
7. If the purchaser defaults on any payment obligations, all outstanding claims are immediately due. In the event of a default, Beck & Pollitzer is entitled, reserving the right to assert a claim for further damages, to charge default interest of at least eight per cent above the base rate charged by the European Central Bank.

IV. Delivery and performance period, delay in performance

1. Agreed performance deadlines are approximations only, unless a firm deal has been expressly agreed in writing. Fulfilment of our obligation to perform is contingent upon the customer fulfilling contractual obligations in a timely and proper manner. If an advance payment has been agreed upon or if the customer is required to supply documents, authorisations or clearances in order for us to render a service, the performance period does not commence until all the stated requirements have been met. Defence of non-performance is reserved. In the event of force majeure or other unforeseen, exceptional circumstances for which we are not responsible, such as stoppages caused by fire, water and similar circumstances, the breakdown of production facilities and machinery, failure to meet delivery dates or failure to deliver by our suppliers, as well as business interruption due to lack of raw materials, power or manpower, strike, lock-out, difficulties procuring means of transport, traffic congestion or official interventions, we are, insofar as we have been prevented by the aforementioned circumstances from fulfilling our performance obligations on time through no fault of our own, entitled to postpone the performance for the duration of the hindrance plus a reasonable start-up period. If the delivery or performance is delayed by more than a month as a result, both we and the customer are entitled to withdraw from the contract, to the exclusion of any claims for compensation. We are not in default until a reasonable additional period allowed by the customer has expired.
2. If agreed performance periods are exceeded due to circumstances that are within our control, the customer may withdraw from the contract by written declaration, after a reasonable additional period allowed by the customer has elapsed to no avail.
3. In the event of default, our obligation to compensate is limited in accordance with the provisions of clause VIII.

V. Undertaking of work

1. In principle, Beck & Pollitzer undertakes assembly work independently, using our own supervisory staff, tools and assembly tools and the usual auxiliary materials
2. Beck & Pollitzer is entitled to use the services of subcontractors for deliveries and services.
3. Beck & Pollitzer may commission specialist companies for orders for lifting tools and for the transportation of machinery and equipment.
4. Beck & Pollitzer ensures compliance with the statutory accident prevention regulations applicable under German law. Furthermore, the customer must make known any special requirements with regard to safety rules before awarding the contract, in particular with regard to accident prevention regulations under foreign law.
5. The customer must provide Beck & Pollitzer with all information necessary for proper and expert delivery and performance prior to commencement of work.
6. The customer provides free and unhindered access to the assembly areas and ensures that the assembly areas are in a condition suitable for the assembly work to be undertaken.

VI. Retention of title

1. The goods delivered as a result of the business relationship with the purchaser remain our property until the purchase price is paid in full. We are entitled to assign claims arising from our business relationship. The purchaser is entitled to dispose of the goods sold in the normal course of business.
2. The purchaser immediately assigns to us as security the claims against third parties arising from the resale. The purchaser is entitled to collect them on our behalf until such time as they are cancelled or the purchaser's payments are suspended. The purchaser is not entitled to make any other dispositions, particularly assignment by way of collateral and pledging.
3. The retention of title is limited in that ownership of the goods passes to the purchaser once the relevant claim has been settled in full. If the value of the securities exceeds our claims by more than twenty per cent, we will, to that extent, at the purchaser's request, release securities of our choice.

VII. Rights of the customer in the event of defects

1. The following applies in respect of deliveries of fungible goods. Manifest material defects, incorrect delivery and discrepancies must be notified to us by the customer without delay, in writing, no later than 7 working days after receipt of the goods. Latent defects must be notified to us in writing within 7 working days of their discovery. The defective goods must be made available to us for inspection on request.
2. The following applies for the assembly and storage of machinery and equipment, as well as the manufacture and delivery of goods made to specification:
 - a) If the service rendered by us is defective, the customer is initially limited to making a claim for a supplementary performance which we may, at our discretion, undertake by providing a new service or by remedying the defect.
 - b) If we are unwilling or unable to provide a supplementary performance, or if this is not reasonable for the customer due, in particular, to an unreasonable delay for which we are responsible or because the supplementary performance has failed, the customer is entitled, at his discretion and within the confines of the legal provisions, to withdraw from the contract, demand a reduction in the remuneration for work done or arrange to remedy the defect himself, at our expense, and to request compensation in lieu of performance. Attempts to remedy the defect are deemed to have failed after the third attempt, unless the nature of the performance or the other circumstances suggest otherwise. If the service rendered consists of construction work within the meaning of § 634 a BGB (German Civil Code), the customer is not entitled to withdraw as stipulated above. Any rights to withdraw for other reasons are unaffected.
 - c) In the case of manifest defects, the customer forfeits his rights if they are not notified, in writing, within 14 days of completion of the work and notification of same to the customer. If the customer has suffered damage or incurred wasted expenditure due to defects in services rendered by us, our liability for this is in accordance with clause VIII.

VIII. Liability

1. Our company's liability for damage or wasted expenditure – irrespective of the legal grounds – is only incurred if the damage or wasted expenditure
a) was caused by us or one of our vicarious agents through culpable breach of a material contractual obligation or
b) is attributable to a grossly negligent or intentional breach of duty by us or one of our vicarious agents.
2. If, pursuant to clause VIII, paragraph 1.a., we are liable for the breach of a material contractual obligation but there has been no gross negligence or intent, our liability to pay compensation is limited to the foreseeable damage that typically occurs. In this event we are not, in particular, liable for the customer's lost profit or for foreseeable, indirect consequential damage. The aforementioned limitations of liability pursuant to clause VIII, paragraph 1. and 2. apply similarly to damage caused as a result of gross negligence or intent by our employees or agents, unless they are one of our managing directors or executive employees.
3. Beck & Pollitzer is only liable for damages within the scope of the insurance policies taken out. Within the scope of the assembly insurance policy taken out, insofar as we are responsible for the damage and it was not caused by intent or gross negligence, we are liable for damage related to deliveries and services during the assembly work in the currently valid version to the maximum sum of £1,000,000.00.
Insurance policies for higher insured sums are concluded by Beck & Pollitzer as required.
4. The limitations on liability set out in clause VIII, paragraph 1. and 2. above do not apply if our liability is mandatory pursuant to the provisions of the Produkthaftungsgesetz (Product Liability Act) or if claims are asserted against us for injury to life, limb or health.
5. Within the scope of the general liability insurance policy taken out, Beck & Pollitzer is liable for personal injury and property damage insofar as we are responsible for the damage and it was not caused by intent or gross negligence.
The limit of liability per damage event for personal injury and property damage is EUR £1,000,000.00, financial and environmental losses EUR £1,000,000.00, processing damage £1,000,000.00, transport insurance for all means of transport £1,500,000.00, transport-related (intermediate) storage £1,500,000.00, if the service rendered lacks a guaranteed characteristic, we are only liable for damages the absence of which was warranted under the guarantee.
6. Any further liability to pay compensation as provided for under clause VIII, paragraphs 1. to 5. is excluded, irrespective of the legal nature of the claim asserted. In particular, this also applies to compensation claims for negligence in contracting pursuant to § 311 paragraph 3 BGB (German Civil Code), positive breach of contract pursuant to § 280 BGB or claims based on tort pursuant to § 823 BGB.
7. Insofar as liability to pay compensation is excluded with respect to us or is limited pursuant to clause VIII, paragraph 1. to 5., this also applies in respect of the personal liability to pay compensation of our salaried employees, hourly workers, contract employees, representatives and vicarious agents.

IX. Place of performance, place of jurisdiction, applicable law

1. The place of performance and jurisdiction for all claims between us and merchants or legal entities under public law or special funds under public law is our company's registered office, unless dictated otherwise by mandatory provisions of law. However, we have the right to also bring actions against a customer before that customer's general place of jurisdiction according to the law.
2. The legal relationship between us and the customer or between us and third parties is governed exclusively by the laws of the Federal Republic of Germany as applies between German merchants. The applicability of the United Nations Convention on the International Sale of Goods (CISG Vienna) and of German private international law is expressly excluded.

X. Final provisions

1. Should any of the above provisions be ineffective or be excluded by a special agreement, this does not affect the effectiveness of the other provisions.
2. We store customer data within the context of our mutual business relations in accordance with the Federal Data Protection Act (Bundesdatenschutzgesetz).