

I. General remarks

1. We shall make delivery of our supplies and provide our services solely on the basis of the following General Terms and Conditions (hereinafter referred to as Terms and Conditions), unless agreed otherwise in writing.
2. If the Purchaser wishes to oppose the Terms and Conditions, this is to be declared in writing within 3 working days. Any deviating business terms of the Purchaser shall be hereby opposed unless they are recognized in writing by us.

II. Conclusion of contract

1. Our quotations shall be without engagement and not binding.
2. A contract shall only come about when the Purchaser's order has been acknowledged and confirmed by us in writing or we have started its execution.
3. Items provided to the Purchaser by us before the signing of the contract (e.g. software, plans) shall be our intellectual property, they must not be duplicated and must not be made accessible to third parties. If no contract comes about, they are to be returned and to be deleted and must not be used. Evidence of deletion is to be provided.

III. Scope of service/supply/changes to orders

1. The scope of service/supply can be seen as a matter of principle from our order acknowledgement/confirmation.
2. Any desired changes which the Purchaser demands after the initial presentation of the work under the order shall be confirmed by us in writing. They are only to be carried out if they are compatible with the state of the art and do not cause any unreasonably high expenditure. Any additional expenditure incurred is to be separately remunerated.
3. If we confirm the Purchaser's desired changes in writing or if we present the effects of the changes on the work under the order, the quotation for the changes shall be deemed to have been accepted after two weeks even in the event of the Purchaser remaining silent.
4. If we inform in writing to what extent the contractual conditions will change as a result of the Purchaser's desired changes, the changed conditions shall be deemed to have been accepted after two weeks even in the event of the Purchaser remaining silent.
5. As long as there is no mutual agreement concerning the changes, the work shall be continued according to the existing contract. The purchaser can then demand that the work be completely or partially interrupted or finally ceased. The purchaser shall place us financially in the same position as in the case of the performance of the contract.
6. We shall be entitled to carry out part performance, unless the purchaser is not interested in this. Part performance is to be separately remunerated.
7. We shall be entitled to assign sub-contractors for the performance of our performance obligations.

IV. Rights of use

1. In the case of work/services carried out by us which are protected by copyright the customer shall be granted a right of use if this is necessary for performance of the contract.
2. Rights of use shall be transferred to the customer subject to the condition precedent of complete payment of the remuneration agreed upon. As far as we have already consented to a use, we can revoke this consent in the event of arrears in payments. At the end of the right of use, the customer shall be obliged to return the work, including all of the documentation materials, copies and copy protection modules.
3. For every case of the exceeding of the right of use agreed upon, the customer shall undertake to pay a contractual penalty to us in the amount of the remuneration that it would have had to pay to us in the case of lawful use. The contractual penalty is to be offset against any claims for damages. We shall, above and beyond that, be entitled in this case to revoke the right of use transferred.

V. Remuneration

All remuneration shall be based, in the absence of other written agreement, on our respectively applicable price and condition list or on our company remuneration rates plus cost of post and packaging as well as the value-added tax due in each case on the day of dispatch. Remuneration of time shall also be payable for travelling times. Travelling expenses, out-of-pocket expenses, incidental costs etc. are to be paid additionally according to our usual company rates.

VI. Payment, offsetting/retention

1. The contractually agreed upon remuneration shall, unless agreed otherwise, be due 14 days after the delivery of the item purchased, after acceptance of the work or after provision of the services.
2. Discount for early payment shall only be paid if agreed upon in writing.
3. As far as the contract shows delimitable part performances, in each case after the rendering of the part performance by us part payments of the overall remuneration shall be due in accordance with the share of the part performance in the overall performance.
4. A right of offsetting and retention can only be claimed by the Purchaser if its claims are either indisputable or have been recognized by declaratory judgment. Claims under warranty shall not entitle it to refuse performance, unless notices of defects are involved which have been recognized by us in writing.

VII. Delivery and delivery dates

1. (Delivery) dates shall not be binding unless we have designated them in writing as being binding.
2. The risk of accidental perishing and accidental deterioration of the goods shall pass to the Purchaser upon handing over, and in the case of forwarding, upon despatch of the item to the forwarding agent, the carrier or to the person otherwise intended for carrying out forwarding.

VIII. Purchaser's obligations

1. The Purchaser shall take appropriate safety precautions before use of the contractual service/work in its business operation. It shall subject the contractual service/work to thorough tests to ensure its usability for the purpose intended by it before it uses it operationally. It shall safeguard its data and other technical equipment in accordance with the state of the art. It shall ensure that the current data are reproducible, with a justifiable amount of effort/expenditure, from data stocks kept in readiness in machine-readable form.
2. The Purchaser shall undertake to inform us without undue delay of all and any changes to the data made available to us.

IX. Acceptance

As far as an acceptance inspection is provided for by law or by contract, the work is to be subjected to an acceptance inspection within one week; if one of the parties to the contract demands formal carrying out of the acceptance inspection, the work/service shall be deemed to have been accepted as of the expiry of two weeks after the passing of risk. Any notices of defect already having been given beforehand, shall be deemed to be reservations of the rights of the Purchaser in the case of defects. Immaterial defects shall not entitle to the refusal of acceptance. Claims are to be made for known defects within the time limit of two weeks.

X. Warranty

1. In the event of a defect in the item supplied, the Purchaser shall request us to carry out rectification of the defect within a reasonable period of time.
2. If the defect cannot be rectified within a reasonable period of time or if rectification of the defect or substitute delivery is, for any other reasons, to be considered failed, the Purchaser can at its option demand reduction of remuneration (reduction of the purchase price) or withdraw from the contract. Failure of the rectification of the defect can only be assumed if we have been granted two attempts at rectification of the defect without the desired success having been achieved, if rectification of the defect and substitute delivery are impossible, if they have been refused by us or if they are delayed unreasonably, if there are justified doubts regarding the prospects of success or if there is any other unreasonableness for any other reasons.
3. The Purchaser shall only be entitled to a right of withdrawal from the contract if it set us an additional period of time of at least four weeks after failure and this deadline has passed without success.
4. We shall not bear the cost of rectification of defects which have occurred because the purchased item was transferred after delivery to a place other than the consignee's place of business, unless the transfer corresponds to the use of the item for the intended purpose.

XI. Statute of limitations

1. Claims on grounds of material defects shall be subject to the statute of limitations upon the expiry of a time limit of two years from delivery of the item.
2. If the Purchaser is an entrepreneur, claims on grounds of material defects shall be subject to the statute of limitations upon the expiry of a period of one year from the delivery of the item. The statutory limitation of actions in respect of recourse claims (Art. 479 of the German Civil Code (BGB)) shall remain unaffected.
3. The periods of limitation stated in Items 1 and 2 shall not apply in the case of fraudulent concealment of a defect or to the extent that we have assumed a guarantee for the quality of the item to be supplied.
4. The periods of limitation stated in Items 1 and 2 shall, moreover, not apply to claims on grounds of material defects in the cases of injury to life and limb or impairment of health, in case of claims under the Product Liability Act, in the event of grossly negligent breach of duty or culpable breach of essential contractual obligations.

XII. Liability

1. We shall exclude our liability for slightly negligent breaches of duty, unless they concern the breaches of duty and claims mentioned in XI Item 4. Otherwise our liability shall be limited to that damage of which the occurrence in the case of the carrying out of such supplies and services must typically be expected and in fact to the extent of damage/loss/injury which is covered on the merits or in terms of amount by the conclusion of our third-party liability insurance.
Cover for liability shall accordingly exist up to a maximum amount of € 1,000,000.00 per claim and up to a total of € 3,000,000.00 per calendar year. In the case of bodily injury, cover liability shall only exist up to a maximum amount of € 3,000,000.00 per claim, and up to a total of € 9,000,000.00 per calendar year. In the event of damage/loss/injury based on defects in our software, liability shall be restricted to € 5,000,000.00 per claim. In the event of damage to or loss of materials which the Purchaser has placed at our disposal, the amount of liability shall be restricted to the material value.
2. The above mentioned restriction of liability shall also apply to breaches of duty on the part of our vicarious agents.
3. For the loss of data we shall only accept liability to the above mentioned extent insofar as the customer backs up ist data at

intervals appropriate to the application, but at least once a day so that they can be restored again with a justifiable amount of effort and expenditure.

4. With the exception of the claims on grounds of a defect, to all claims for damages or for compensation for futile expenses, apart from in the cases of intent or bodily injury, a period of limitation of one year shall apply. The period of limitation starting with the event triggering the damage/loss/injury shall start running at the latest upon expiry of the maximum periods defined in Art.199 paragraphs 3 and 4 of the German Civil Code (BGB).

XIII. Secrecy

The parties to the contract shall undertake to keep secret all business and company secrets or other confidential information which has come to their notice during the performance of the contract and to protect it from accessing by unauthorized persons, as far as this is reasonable.

XIV. Data Privacy Policy

1. SIGMA collects process and use personal data of the purchaser, insofar as this is necessary to provide contractual services to the purchaser.
2. The transfer of personal data to third parties is generally excluded, with the exception that this is required for the provision of contractual services to the purchaser. As far as services of third parties are required for the execution of contractual services, e.g. webhosting pro-vide, SIGMA will take care that those service providers will not be able to take personal data of the client either or only when the legal requirements have been met.
3. The consent to the use of data may be revoked by the purchaser at any time with future effect from SIGMA.
4. Incidentally the SIGMA privacy policy applies, to be downloaded from www.rohr2.com.

XV. Reference list

We shall be entitled to include the Purchaser in our reference list and to make it known by publication in the press, electronic media etc. that we have carried out work under a contract for the Purchaser, unless the Purchaser expressly objects to this beforehand in writing.

XVI. Final provisions

1. The Purchaser shall not be entitled to assign any claims under contracts concluded with us as a whole or to assign individual rights and obligations from them or to transfer wholly or partially any rights and obligations from contracts concluded with us to third parties without our consent.
2. All contractual agreements are to be laid down in writing. The requirement of written form shall also apply to the amendment of the change of the requirement of the written form.
3. The ineffectiveness of one or more provisions of these General Terms and Conditions shall not otherwise affect the effectiveness of the contract. The parties to the contract shall undertake to replace the ineffective provision by an effective ruling that comes as close as possible to the economic purpose pursued with the ineffective provision. The same shall apply to the case of any gap in the contract which requires regulation.
4. Our obligations are to be met on our business premises unless agreed otherwise.
5. The sole place of jurisdiction for all disputes arising under this contractual relationship shall be Unna.
6. The law of the Federal Republic of Germany shall apply exclusively.
7. In the event of a discrepancy between the German version and a version in a foreign language the German version shall be exclusively authoritative.

Unna, May 2018

SIGMA Ingenieurgesellschaft mbH