**General Terms and Conditions for Engineering**

**of Gustav Seeland GmbH (hereinafter referred to as “Seeland”)**

# Scope of application, general

## These General Terms and Conditions for Engineering (hereinafter referred to as "GTC Engineering") are an integral part of all contracts concluded by Seeland with the contracting party for engineering services. They shall also apply in this respect to all future contracts with the same contracting party without their validity having to be separately agreed in each individual case.

## These GTC Engineering apply exclusively. Deviating, contradicting or supplementary terms and conditions of the contracting party shall only become part of the contract if and to the extent that Seeland has expressly agreed to their validity in writing. This approval requirement shall also apply if Seeland performs services without reservation in the knowledge of the contracting party's terms and conditions.

## All offers made by Seeland are subject to change and non-binding until a written order confirmation is provided. A binding order for Seeland shall only be concluded by written order confirmation.

## Legally relevant declarations and notifications to be made by the contracting party after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in text form (e.g. email, fax) in order to be effective.

# Prices, payment terms

## In the absence of any agreement to the contrary in individual cases, the prices of Seeland current at the time of conclusion of the contract shall apply.

## All price quotations are exclusive of the respectively applicable value added tax.

## Unless otherwise agreed, Seeland's services shall be invoiced on the basis of flat-rate prices. Seeland shall, however, be entitled to issue partial invoices according to the progress of the service.

## Invoice amounts are to be paid without deductions within ten days of invoicing, unless otherwise agreed. If the contracting party does not settle an invoice within a payment period specified by Seeland, the contracting party shall be in default of payment without a reminder.

## The contracting party shall only be entitled to rights of set-off or retention insofar as these have been legally established or are undisputed.

# Seeland services

## The services provided by Seeland shall be performed with the care customary in the trade, taking into account the recognised rules of technology as well as local and application-related influences and conditions.

## Seeland is authorised to use qualified service providers for the provision of the services as a whole or for parts thereof.

## Seeland shall comply with reasonable requests for changes by the contracting party within the scope of available operational capacities and with corresponding adjustment of scheduling and remuneration.

## To the extent that individual elements of Seeland's services require official or other approvals, the examination of the permissibility is not included in the scope of services.

# Duties of the contracting party

## The contracting party is obliged to provide Seeland in a timely, complete and correct manner with all documents and information required for the services to be provided, in particular the exact technical, operational and other application and environment data. In the event of changes in circumstances, the contracting party must inform Seeland immediately.

## Where necessary, the contracting party shall grant Seeland access to properties, business premises and other facilities and shall support Seeland in recording the data and information necessary for the performance of the service by means of qualified personnel.

## The application for and obtaining of any necessary official or other approvals shall be the responsibility of the contracting party.

# Work results and usage rights

## Work results produced by Seeland, in particular concepts, plans, technical documents and documentation, analyses, simulations, graphic illustrations as well as animations are protected by copyright, irrespective of the file format. Any publication, in whole or in part, as well as repeated use by the contracting party is only permitted with the consent of Seeland.

## Work results submitted by Seeland to the contracting party may only be used by the latter for the agreed type of use and to the extent stipulated in the contract.

## The transfer of the work results by the contracting party to third parties is permissible insofar as this occurs for the purpose of the application and execution of the services of Seeland within the scope of the agreed type of use. Furthermore, the transfer to third parties and the transfer of a usage right granted therein to third parties are only permissible with the prior written approval of Seeland.

## Any usage rights exceeding this shall remain exclusively with Seeland. Notwithstanding the contracting party's usage rights pursuant to clause 5.2, Seeland shall be entitled to use ideas, findings, methods, concepts, acquired know-how and the like developed within the scope of the provision of services for further developments and services, also in relation to other customers.

# Warranty

## Work results and comparable auditable services provided to the contracting party by Seeland shall be reviewed immediately. Obvious defects are to be notified by the contracting party within two weeks of receipt of the service, non-obvious defects within two weeks of discovery. After expiry of the deadline, the performance of Seeland shall be deemed approved.

## Services provided by Seeland are based on the circumstances at the time of service provision. Subsequent changes in the factual situation and the legal framework conditions shall be taken into account by the contracting party itself.

## Otherwise, the warranty shall be governed by the statutory provisions. The warranty period shall be 12 months, unless mandatory statutory provisions to the contrary apply.

# Liability of Seeland

## In the event of breaches of duty, Seeland shall not be liable for

### operational interruptions, loss of production, loss of profit, loss of business or usage opportunities, waiting times of personnel and contractual penalties or liquidated damages payable by the contracting party to third parties;

### indirect and/or consequential damage, i.e. damage which does not occur to the item or object to the transport or creation of which Seeland's performance relates, or which does not occur directly as a result of the breach of duty but only as a result of the occurrence of a further indirect causal event, or which was not foreseeable for the contracting parties at the time of the conclusion of the contract according to the course of events to be typically expected;

### any other financial loss suffered by the contracting party.

## The above limitations and exclusions of liability shall not apply if the damage is attributable to an action or omission committed intentionally or with gross negligence by Seeland, Seeland's employees in the performance of their duties or persons whose services Seeland uses in the performance of their duties. The same applies in the event of injury to life, limb or health. The above limitations and exclusions of liability shall also not apply if the aforementioned group of persons has caused the damage by breaching material contractual obligations; in this case, Seeland's liability shall be limited to the typical damage foreseeable at the time of conclusion of the contract. Material contractual obligations are those obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contracting party may regularly rely.

# Applicable law, place of jurisdiction

## The legal relations between the parties shall be governed by German law to the exclusion of all international and supranational (contractual) legal systems.

## The exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of Seeland in Hamburg. However, Seeland shall also be entitled to file an action at the general place of jurisdiction of the contracting party.