

VHT Service GmbH - Standard Terms and Conditions for the Performance of Services

These VHT Service GmbH standard terms and conditions for the performance of services (hereinafter referred to as “Standard Terms and Conditions”) shall apply to all legal relationships between any principal (“Principal”) and VHT Service GmbH. Any deviating business terms of the Principal shall not become an integral part of the contract unless VHT Service GmbH has expressly agreed to these deviating terms in every single case.

1. Content and Scope of Each Order

(1) The object of each order issued to VHT Service GmbH by the Principal is the performance of the agreed service but not a specific economic result. VHT Service GmbH shall execute the order with the diligence of a prudent expert. VHT Service GmbH is entitled to use third parties for the execution of an order.

(2) All orders must be issued in writing. Orders given orally must be confirmed in writing upon either party’s request.

(3) Any agreement the object of which is an amendment of and/or supplement to the respective order issued to VHT Service GmbH must be made in writing in order to be effective. This shall also apply to the cancellation and/or amendment of the written form requirement.

(4) Unless agreed otherwise in writing in individual cases, the order does not include the verification and/or procurement of any official permits/authorizations required for conducting the business the order relates to.

2. Obligations of the Principal

(1) The Principal must transmit to VHT Service GmbH in a timely fashion, without prompting, all documents and information required for VHT Service GmbH’s performance under each order, and must notify VHT Service GmbH of any circumstances that may be of importance to such performance. This shall also apply to all documents, information and circumstances that become known only after the order has been placed with VHT Service GmbH.

(2) The Principal shall ensure that during the execution of the respective order by VHT Service GmbH, the safety and protection rules and regulations applicable on site are observed.

3. Reports, Expert Opinions and Oral Information

Unless agreed otherwise in writing in individual cases, the deliverables based on VHT Service GmbH’s services under each respective order shall be presented in writing and delivered to the Principal in the form of a report.

4. Utilization of the Services Performed under the Order

The services performed by VHT Service GmbH, including but not limited to expert opinions, drawings, reports and calculations, may be used by the Principal only within the scope of the business to which the relevant order relates. In particular all copyrights and intellectual property rights in and to said deliverables shall remain VHT Service GmbH’s property. The Principal must ensure that the services performed by VHT Service GmbH will be used only for the purpose of the business to which the relevant order relates.

5. Disclosure of the Contractual Services and Deliverables of VHT Service GmbH

Any disclosure of VHT Service GmbH’s services and deliverables under each order, including but not limited to expert opinions, drawings, reports and calculations, to third parties is subject to the prior written consent (permission in advance) of VHT Service GmbH if and to the extent that the content of the order issued does not expressly provide otherwise.

6. Remuneration and Reimbursement of Expenses

(1) VHT Service GmbH shall be entitled to the remuneration agreed upon in each case plus value-added tax at the statutory rate applicable from time to time. In addition to the remuneration, all expenses incurred by VHT Service GmbH in the course of the concrete initiation and fulfillment of each order (e.g. transportation costs, travel expenses, lodging, etc.) must be reimbursed upon presentation of adequate substantiation.

(2) If a remuneration has not been agreed upon, VHT Service GmbH shall be entitled to adequate remuneration commensurate with the nature and scope of the respective order

(3) Any assertion of a right of retention and any declaration of the Principal to offset against the VHT Service GmbH's claim for remuneration and/or reimbursement of expenses shall be effective only with uncontested claims and finally adjudicated claims.

7. Limitation of Liability on the Merit

(1) Claims for damages and reimbursement of expenses (hereinafter referred to collectively as "Damage Claims") of the Principal against VHT Service GmbH on the merits shall be excluded unless they are based on a willful or grossly negligent breach of obligations by VHT Service GmbH, an at least negligent bodily injury, loss of life, or damage to health, or an at least negligent breach of an essential contractual obligation. Essential contractual obligations are those obligations incumbent upon VHT Service GmbH, which are imperative to the proper performance of each contract entered into, and in the observance of which the Principal trusts and may trust as a matter of course. Essential contractual obligations include, for example, the careful preparation of expert opinions, drawings, reports and calculations, the observance of all relevant technical standards and their use as a basis for services rendered, and compliance with confidentiality obligations.

(2) Above provisions do not imply a reversal of the burden of proof to the principal's detriment.

(3) The liability of VHT Service GmbH for damages due to any breach of contractual or statutory obligations towards the principals shall be limited to the 3times amount of the total order value.

(4) Any agreement individually negotiated between VHT Service GmbH and the Principal that provides for a limitation of liability in terms of the amount shall not affect the provisions above.

8. Limitation of Actions Regarding Claims and Termination of the Contractual Relationship

(1) Any and all claims of the Principal against VHT Service GmbH shall be time-barred within one year from the completion of performance by VHT Service GmbH.

(2) The activities of VHT Service GmbH shall be deemed completed and the services of VHT Service GmbH rendered in full (always provided that the Principal has received the report from VHT Service GmbH) after the services ordered have been fully performed, or if the existing contractual relationship has been terminated in any other manner.

9. Applicable Law, Place of Performance and Place of Jurisdiction

(1) The laws of the Federal Republic of Germany shall govern all legal relationships between the Principal and VHT Service GmbH to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) The seat of VHT Service GmbH shall be the place of performance for all obligations under the relevant contractual relationship.

(3) The seat of VHT Service GmbH shall be the place of jurisdiction for all disputes arising from and in connection with the execution of the relevant order.

10. Severability Clause

(1) Should any of the provisions of these Standard Terms and Conditions or the contract entered into be or become invalid in whole or in part, the effectiveness of the remainder of the Standard Terms and Conditions or the contract entered into shall not be affected thereby. The Principal and VHT Service GmbH shall replace the invalid provision and agree upon one that will provide for that which the parties economically intended to achieve to the full extent by the invalid provision, or, if this is not possible in a legally effective manner, to the greatest possible legally effective extent. This provision shall apply analogously to any gap in these Standard Terms and Conditions or the respective order.

(2) In the event of doubt or disagreement on the interpretation of these Standard Terms and Conditions, the German version of the condition in question shall prevail.