

Carl Stahl ARC GmbH - Terms and Conditions for Design Services

1. Scope of the General Terms and Conditions and deviations

- a) The following General Terms and Conditions apply to all current and future Contracts between the Customer in its capacity as entrepreneur and Carl Stahl ARC GmbH.
- b) Deviations from these Terms and Conditions and, in particular, Terms and Conditions of the Customer only apply if Carl Stahl ARC GmbH expressly acknowledges and confirms these in writing.

2. Offers, collateral agreements

- a) Offers by Carl Stahl ARC GmbH are, unless otherwise indicated, non-binding and this applies in relation to all data provided including the fee.
- b) Where the confirmation of order from Carl Stahl ARC GmbH contains deviations from the order, these will be considered as authorized by the Customer, insofar as the latter fails to object to these in writing without delay.
- c) Agreements always require the written form.

3. Consultancy and design services

- a) Consultancy and design services are non-binding, insofar as an order has not yet been placed with us. Plans etc. remain our intellectual property, even after implementation of the order. Illustrations, descriptions, price lists, models, drafts and drawings may neither be copied nor otherwise disclosed to third parties. Further, the Customer may not use these to produce objects or to allow third parties to do so. Where these obligations are not fulfilled, we are entitled to claim damages in the amount of 15% of the net contract value. The assertion of further claims for damages remains unaffected hereby. The Customer retains the right to prove that our costs or damages are lower.
- b) In the event that no Contract comes into effect to provide services on the basis of our consultancy or designs, all design documentation which we have prepared must be returned to us immediately.

4. Placing an order

- a) The type and scope of agreed services originate from the Contract, authorization of the Customer and these General Terms and Conditions.
- b) Amendments and supplements to the order require the written confirmation of Carl Stahl ARC GmbH in order to become part of the Contract.
- c) Carl Stahl ARC GmbH undertakes to implement orders placed with it in a proper manner, in accordance with generally-recognized engineering practice and the principles of sound financial management.
- d) Carl Stahl ARC GmbH can enlist the services of others with appropriate competence and place orders with them on behalf of and for the account of the Customer.
- e) Carl Stahl ARC GmbH can also enlist the services of others with appropriate competence as sub-planners and place orders with them on behalf of and for the account of Carl Stahl ARC GmbH.

5. Warranty and damages

- a) Warranty claims can only be asserted in relation to defects notified solely by registered letter within 14 days of transfer of the service or partial service.
- b) Claims to rescission of the Contract or reduction in price are excluded. Demands for rectification or substitution of missing parts must be met by Carl Stahl ARC GmbH within a reasonable period, which, in general, will amount to a third of the period agreed for implementation of the services. Claims for damages due to delayed performance cannot be asserted during this period.
- c) Carl Stahl ARC GmbH must provide its services with the diligence to be expected of it as a professional specialist.
- d) Where Carl Stahl ARC GmbH causes damage in breach of its contractual obligations towards the Customer, its liability to provide compensation for the damage caused - unless otherwise regulated in the individual case - is limited as follows in cases of minor negligence:
 - 1) For rescission and personal injuries - no limitation,
 - 2) In all other cases, the following limitations apply:
 - for a contract value of up to 50,000.00 euros: 5% of the contract value; but up to a maximum of 2,500.00 euros
 - for a contract value above 50,000.00 euros: 5% of the contract value; but up to a maximum of 12,500.00 euros
- 3) Liability for consequential damages and loss of profit is also excluded in the event of gross negligence, unless otherwise regulated in the individual case.

6. Rescission of the Contract

- a) Rescission of the Contract is only permissible for good cause.
- b) In the event that Carl Stahl ARC GmbH delays with performance, rescission by the Customer is only possible after setting an appropriate grace period; the grace period must be set by registered letter.
- c) In the event of delay in part performance or collaboration as agreed on the part of the Customer, which prevents or significantly impedes implementation of the order by Carl Stahl ARC GmbH, Carl Stahl ARC GmbH is entitled to rescind the Contract.
- d) Where Carl Stahl ARC GmbH is entitled to rescind the Contract, it retains its claim to the full, agreed fee, the same applies in the event of unjustified rescission by the Customer.

7. Fee, scope of performance

- a) Unless otherwise indicated, all fees are stated in euros.
- b) Sales tax (VAT) is not included in the fee amounts provided, this must be paid separately by the Customer.
- c) It is not possible to offset claims with counterclaims, for any reason whatsoever.
- d) Insofar as not otherwise expressly agreed, payment must be made without deductions into the account of a bank with a German branch specified by Carl Stahl ARC, within 30 days of invoicing. In the event of default in payment, interest is payable at the rate of 9.2% per annum above the basic interest rate of the ECB plus reminder fees.

8. Place of performance

The place of performance for all office services is the business headquarters of Carl Stahl ARC GmbH.

9. Non-disclosure

- a) Carl Stahl ARC GmbH is obliged to treat all information shared by the Customer as strictly confidential.
- b) Carl Stahl ARC GmbH is also obliged to keep its design services confidential, if and so long as the Customer has a legitimate interest in this non-disclosure. After implementation of the order, Carl Stahl ARC GmbH is entitled to make the contractual work public, in whole or in part, for advertising purposes, unless otherwise contractually agreed.

10. Protecting the plans

- a) Carl Stahl ARC GmbH reserves all rights and rights of use to the documentation that it creates (in particular, plans, brochures, technical documentation).
- b) Every use (in particular technical processing, execution, reproduction, distribution, public presentation, provision) of the documents or parts thereof is only permitted with the express consent of Carl Stahl ARC GmbH. All documents may only be used for the purposes expressly identified when placing the order or pursuant to a subsequent Agreement.
- c) Carl Stahl ARC GmbH is entitled and the Customer is obliged, upon featuring the project in publications and announcements, to cite the Carl Stahl ARC GmbH names (company name, business name).
- d) In the event of violations of these conditions protecting documentation, Carl Stahl ARC GmbH can claim a penalty in the amount of double the appropriate fee for unauthorized use, whereby the right to assert further claims for damages remains reserved. The burden of proving that the Customer did not use documentation from Carl Stahl ARC lies with the Customer.

11. Choice of law, place of jurisdiction

- a) For Contracts between the Customer and Carl Stahl ARC GmbH, German law shall apply exclusively to the exclusions of UN Sales Law and conflict-of-law rules.
- b) Insofar as the Customer is a merchant, a legal entity under public law or special fund under public law, the competent court for all disputes arising under this Contract is agreed to be the business headquarters of Carl Stahl ARC GmbH.

Carl Stahl ARC GmbH

Suesen, February 2016