



## General Terms and Conditions of the redi-Group GmbH

General terms and conditions for the performance of work by the companies (\*1) of the redi-Group GmbH, Elisabeth-Selbert-Straße 15, D-40764 Langenfeld, Germany

### 1. General

The following terms and conditions shall apply to all work performed and services provided, including such which may arise from future business transactions and contracts for the performance of continuing obligations. Any contrary terms or conditions to the contract are hereby expressly excluded. The following terms and conditions shall also apply if the redi-Group should perform work in full awareness of contrary terms and conditions or of terms and conditions deviating from its own.

### 2. Conclusion of Contract

The client of the redi-Group is bound by its signature at the foot of the order or by verbal order placement. The redi-Group may accept this proposal at its discretion either by sending out an order confirmation immediately upon order placement or by commencing work. An order confirmation is deemed as recognised by the client if no immediate objection is raised.

The redi-Group shall accept no liability for mistakes arising from documents submitted by the client (diagrams, samples or similar).

### 3. Remuneration/Counterclaims

Remuneration shall apply as agreed for each individual case. Where no such amount has been agreed, the last conditions usually applying between the client and the redi-Group shall apply.

The client's right to offset is limited to legally established, undisputed claims or to claims recognised by the redi-Group. The client is further entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual arrangement.

### 4. Impediments/Interruptions/Acceptance

The redi-Group shall endeavour to meet all agreed deadlines punctually. If the redi-Group is prevented from fulfilling the contract by sovereign acts or events, acts of God and any other eventualities, such as strikes or lock-outs or other events not attributable to the redi-Group, or if a subcontractor of the redi-Group fails to supply demonstrably without blame to the redi-Group, the latter shall be entitled to withdraw from the contract.

The client undertakes to accept performance of the contract within the agreed term. Should the client violate its obligation in this respect, the redi-Group may hold the client liable for any damages arising therefrom.

## 5. Guarantee

The client must give the redi-Group written notification of all obvious deficiencies immediately, at the latest, however, within two weeks of acceptance. Notification of any deficiencies which cannot be identified within this period despite careful inspection must be made in writing to the redi-Group immediately upon their discovery.

Should a deficiency exist for which the redi-Group is liable, the redi-Group is entitled, at its discretion, to either remedy the deficiency or provide a replacement.

Should corrective action fail, or should the redi-Group be either unwilling or unable to remedy the deficiency, especially in the event of an unreasonable delay for reasons for which the redi-Group is liable, the client shall be entitled to withdraw from the contract or to demand a corresponding reduction in the payment due under the contract.

All further claims on the part of the client, specifically compensation claims including such pertaining to lost earnings or other financial loss, are excluded—on whatever legal grounds.

The aforesaid indemnity clause shall not apply insofar as the damage was caused deliberately or due to gross negligence. It shall also not apply if the client should claim compensation for lack of a guaranteed characteristic.

Should an essential obligation under the contract be negligently breached, the redi-Group's liability shall be limited only to the foreseeable damages.

Insofar as the redi-Group's liability is excluded or limited, this shall also apply to the personal liability of its staff, employees, workers, representatives and vicarious agents.

The guarantee period is six months from the passing of risk. This period also applies to claims for consequential damages insofar as no claims are filed in respect of tortious acts.

## 6. Liability

Unless otherwise stated in the present General Terms and Conditions, the redi-Group, its legal representatives, executive staff and vicarious agents shall be liable to pay damages for breach of contractual or non-contractual obligations only where such breach was deliberate or the result of gross negligence.

The redi-Group shall be liable for the gross negligence of non-executive staff only if they violate an essential contractual obligation. This shall also apply in the event of damages caused by minor negligence on the part of the redi-Group or of the otherwise cited persons. In the aforementioned cases, the redi-Group shall only be liable to the extent of foreseeable damages.

The redi-Group shall maintain a third-party liability insurance policy to cover any third-party claims arising from its own performance.



## 7. Place of Performance, Jurisdiction and Choice of Law

Provided the client is a business registered under the German Commercial Code, the place of jurisdiction shall be Langenfeld district court or Düsseldorf municipal court. The redi-Group is, however, entitled to sue the client within the jurisdiction of its place of business/residence. Such jurisdiction shall exclude all other jurisdiction, especially such for which statutory provision has been made on the basis of a personal or material connection. Nor is the client entitled, in such case, to lodge an appeal, to claim offset or retention against the redi-Group before another court than that designated as exclusively competent. Insofar as not otherwise stated in the order confirmation, the place of performance shall be the redi-Group's registered place of business.

This contract is subject to the law of the Federal Republic of Germany. All disputes arising out of or in connection with the present contract shall be decided according to the law of the Federal Republic of Germany.

## 8. Final Provisions

Should any provision of the present general terms and conditions be invalid, this shall not affect the validity and legality of the remaining provisions. Any agreements modifying or eliminating the general terms and conditions on signature of the contract must be made in writing. This also applies to a waiver of the requirement of the written form.

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