# General terms and conditions of business of the AZT Risk & Technology GmbH

## 1. Area of application

These general terms and conditions of business apply to contracts of the AZT Risk & Technology GmbH concerning advisory and inspection activities and the provision of expert opinions, along with other services in the field of loss management, loss prevention and risk analysis.

## 2. Application to persons, exclusion of individual provisions as against consumers

These general terms and conditions of business apply without restriction to those clients defined as companies under §14 of the *Bürgerliches Gesetzbuch* (German Civil Code), the Treasury, and to public law corporations, foundations and institutions. The following provisions are not to be applied to consumers as defined by §13 of the *Bürgerliches Gesetzbuch*:

- section 5 (deadlines and dates)
- section 6 (entitlements in the event of defect(s) under contracts for work)
- section 11.1 (courts having jurisdiction)
- section 11.2 (place of legal performance).

## 3. Subject matter of the contract

### 3.1 Scope of the activities to be performed

The scope of the activities to be performed by AZT Risk & Technology GmbH (hereinafter referred to as the subject matter of the contract) shall be laid down in writing in the proposal provided by AZT Risk & Technology GmbH or in the contract.

### 3.2 Confirmation in writing

Alterations or extensions to the contract, subsidiary agreements, undertakings and other declarations by employees of AZT Risk & Technology GmbH or by experts commissioned by AZT Risk & Technology GmbH shall only form a part of the contract if they are confirmed by AZT Risk & Technology GmbH in writing. This also applies to alterations to the above rule in section 3.1.

### 3.3 Scope of the subject matter of the contract

The subject matter of the contract shall extend neither to the functioning of an entire facility where a part of that facility is to be the subject of an expert opinion or inspection, nor to the design, the choice of materials, the construction or the installation of the part of the facility to be the subject of an expert opinion or inspection, unless this is expressly agreed in the contract.

### 3.4 Extension of or alteration to the subject matter of the contract

If during performance of the contract, it becomes necessary or the client requests that extensions or alterations are made to the subject matter of the contract, these shall only be included in the subject matter of the contract if a written agreement is concluded to this effect.

If agreement to this effect is not reached, the client is entitled to withdraw from the contract in the event that extensions or alterations are necessary. AZT Risk & Technology GmbH shall then receive the agreed remuneration less costs that were not incurred. Extensions or alterations are necessary if the contract cannot be performed without them or would be of no value to the client without them and it is unreasonable to require the client to abide by the contract. If agreement is not reached over extensions or alterations requested by the client, the contract will be performed on the basis of the originally agreed terms and conditions.

## 4. Performance of the contract, client involvement

### 4.1 Generally recognized rules of technology

AZT Risk & Technology GmbH will perform its contractual obligations according to generally recognized rules of technology, insofar as no other agreement is made.

### 4.2 Necessary documentation and information

The client undertakes to make available to AZT Risk & Technology GmbH in good time all documentation and information necessary for the performance of the contract (including all official orders, authorizations, design certifications, certificates of conformity etc. for items to be the subject of an expert opinion or investigation) without any particular request having to be made in this regard.

### 4.3 No obligation to verify correctness/completeness of documentation and information

Verification of the correctness and completeness of this documentation and information (including all official orders, authorizations, design certificates, certificates of conformity etc. for items to be the subject of an expert opinion or investigation) shall only form a part of the subject matter of the contract if this is expressly agreed in the contract.

### 4.4 Subcontractors

Unless otherwise agreed, AZT Risk & Technology GmbH may make use of the services of third parties, and in particular independent experts, to fulfill its contractual obligations.

## 5. Deadlines and dates

Deadlines and dates specified by AZT Risk & Technology GmbH or included in the contract are not binding, unless it is expressly agreed that they shall be binding.

## 6. Entitlements in the event of defect(s) under a contract-for work[1]

Insofar as the production of a work is part of the subject matter of the contract, the statutory requirements apply, with the following alterations.

### 6.1 Deadline for entitlements in the event of defect(s)

The deadline for asserting an entitlement regarding defect(s) is one year. However, in the event of fraudulent concealment of defect(s) or inclusion in a warranty, the statutory deadlines shall apply.

### 6.2 Exclusion of the client's right to remedy the defect(s) themselves and demand reimbursement of the expense(s) incurred thereby

The right of the client to remedy the defect(s) themselves and demand reimbursement of the necessary expenses incurred thereby under §634 no. 2 of the *Bürgerliches Gesetzbuch* is excluded.

## 7. Damages/liability

AZT Risk & Technology GmbH shall pay damages/be held liable exclusively on the basis of the following provisions, irrespective of the grounds of the entitlement to damages/claim of liability.

### 7.1 Unlimited liability

AZT Risk & Technology GmbH shall pay damages/be held liable without limit in the event of:

a) deliberate acts or omissions and gross negligence
b) damage resulting from loss of life, bodily injury or damage to health, independently of the gravity of the fault and
c) inclusion in a warranty.

### 7.2 Limited liability in events of simple negligence

The duty to pay damages/be held liable in all other events as described in section 7.1 is limited to

a) EUR 1,000,000.00 for damage to property and persons,
b) EUR 1,000,000.00 for pecuniary losses resulting from damage to property or persons,
c) EUR 250,000.00 for all other losses, particularly all other pecuniary losses.

[1] A contract for work is a term of art in German law, defined in §631 BGB.

**7.3 Insurance coverage**
AZT is obliged to keep a liability insurance to the events and limits of amounts as described in section 7.2.

**7.4 Contributory negligence/fault**
If damage is attributable not only to fault on AZT Risk & Technology GmbH's part but also fault on the client's part, the client shall permit their fault to be set off against the amount of damages due.

**7.5 *Produkthaftungsgesetz* (Product Liability Law)**
Liability under the *Produkthaftungsgesetz* remains unaffected.

**8. Remuneration and terms of payment, retention of ownership**

**8.1 Amount of remuneration**
The amount of remuneration and the reimbursement of expenses shall be agreed upon in the contract on the basis of the applicable version of AZT Risk & Technology GmbH's price list.

**8.2 Advance payments and invoicing in installments**
AZT Risk & Technology GmbH can require reasonable advance payments of remuneration and expenses. AZT Risk & Technology GmbH can also invoice the client in installments, in accordance with the services already provided.

**8.3 Due date for payment**
Payment of remuneration and reimbursement of expenses are due within thirty days of receipt of the invoice, insofar as no alternative agreement has been made.

**8.4 Value Added Tax**
Sales tax (value added tax) shall be payable at the legally applicable rate in addition to remuneration until the commission has been completed. This shall be indicated separately on all invoices.

**8.5 Retention of ownership**
AZT Risk & Technology GmbH retains ownership of moveable goods until payment in full by the client.

**9. Documentation and information provided by the client, duty to collect items which were the subject of an investigation**
Documentation and information provided by the client (including all official orders, authorizations, design certificates, certificates of conformity etc. for items to be the subject of an expert opinion or investigation) may be copied and the copies retained by AZT Risk & Technology GmbH. Items provided by the client which were the subject of an investigation shall be collected by the client at the client's own expense once the contract is complete. After a further year has expired, AZT Risk & Technology GmbH is entitled to destroy items which were the subject of an investigation, and to invoice the client for the costs of destroying and disposing of the item appropriately.

**10. Confidentiality, publication, data protection**

**10.1 Company and operating secrets, publications**
AZT Risk & Technology GmbH and the client undertake to keep confidential without limit in time all not generally known facts and information relating to the other contractual party which become known during the course of performance of the contract, to use these facts or this information only for the purposes of performance of the contract and not to pass these on to others. This applies in particular to company and operating secrets.

Insofar as AZT Risk & Technology GmbH makes use of the services of third parties to perform its contractual obligations, they shall also undertake to maintain confidentiality to the same extent.

However, AZT Risk & Technology GmbH may use facts and information for publication in oral or written form without the advance consent of the client, if the client is not referred to by name, and the identity of the client cannot be logically inferred from the facts and information.

**10.2 Passing on and publication of results by the client**
The client may pass on or publish in full the results obtained by AZT Risk & Technology GmbH within the scope of the subject matter of the contract, only with the advance written consent of AZT Risk & Technology GmbH.

**10.3 Protection of personal data**
AZT Risk & Technology GmbH processes personal data exclusively for its own use. Automatic data processing equipment is used for this purpose. In order to meet the requirements of the *Bundesdatenschutzgesetz* (Federal Data Protection Law) , AZT Risk & Technology GmbH has implemented the technical and organizational measures specified in the annex to §9 of the *Bundesdatenschutzgesetz*. Persons involved in data processing have undertaken to respect data secrecy. The data protection officer monitors compliance with the provisions of the *Bundesdatenschutzgesetz*.

**11. Courts having jurisdiction, place of legal performance, applicable law**

**11.1 Courts having jurisdiction**
The Munich courts shall have jurisdiction over matters arising from or in connection with the contractual relationship. This applies to both parties to the contract.

**11.2 Place of legal performance**
The place of legal performance for all obligations of AZT Risk & Technology GmbH resulting from this contract shall be Munich, where AZT Risk & Technology GmbH has her registered office.

**11.3 Applicable law**
The contractual relationship and all legal relationships resulting from it are exclusively subject to German law. The UN Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded.

**12. The client's general terms and conditions of business**
The client's general terms and conditions of business shall not apply, even if AZT Risk & Technology GmbH has not expressly objected to them.

**13. Application of the German general terms and conditions of business**
Allthough all due care has been taken in the preparation of these general terms and conditions of business, this English translation is provided for convenience only and is therfore non-binding. Only the original German version is binding in all circumstances.