

General Terms & Conditions Elektro Prüfservice GmbH

Article 1. Definitions

- Contractor: Elektro Prüfservice GmbH.
- Customer: any natural or legal person who commissions the Contractor to perform services.
- Agreement: any contract concluded between Contractor and Customer, including offers, tenders, orders confirmed in writing, or acceptance via web portal, telephone, or email.

Article 2. Scope of Application

- These GTC apply to all offers, tenders, contracts, and services of the Contractor.
- Deviations are valid only if confirmed in writing by the Contractor.
- The applicability of Customer's general terms and conditions is expressly excluded, even if not explicitly rejected in each case.
- If any provision of these GTC is invalid, the remaining provisions remain unaffected.
- These GTC replace all previous agreements between the parties.

Article 3. Offers and Tenders

- Offers by the Contractor are non-binding and subject to change.
- The Agreement is concluded when:
 - a. the Customer signs and returns an offer,
 - b. the Customer confirms acceptance in writing (including by email),
 - c. the Contractor confirms acceptance in writing, or
 - d. the Contractor begins execution.
- Obvious errors or misprints in offers or communications do not bind the Contractor.
- Prices and conditions do not apply automatically to future orders.

Article 4. Performance of Services

- The Contractor shall perform services with due care and in accordance with professional standards but does not warrant a specific result.

- The Contractor decides on the method, procedures, and tools used. If the Customer specifies methods or gives instructions, the Customer bears responsibility for any resulting consequences.
- The Contractor may engage employees or third parties at its discretion.
- The Contractor is not liable for acts or omissions of third parties engaged at the Customer's request.

Article 5. Obligations of the Customer

- Customer must provide a suitable workplace, compliant with statutory requirements, and equipped with electricity, heating, lighting, and water at its own cost.
- Customer must ensure timely access to sites, buildings, and systems to be inspected.
- Customer must provide all necessary information, documentation, and support for proper performance.
- Customer must ensure that a responsible person is present during the inspection. If no person is available, the Contractor is entitled to provide a second technician to comply with safety rules. In such cases, the additional costs will be invoiced unless already included in the offer.
- Customer guarantees correctness and completeness of provided information.
- Customer shall indemnify Contractor from all third-party claims arising from Customer's breach of obligations.

Article 6. Prices and Costs

- Prices are determined upon contract conclusion and may be fixed or calculated on actual performance.
- The Contractor may adjust prices annually, or earlier if cost increases require it.
- Additional costs such as travel, third-party expenses, and waiting times caused by Customer are charged separately, unless explicitly included in the offer.
- All prices are exclusive of VAT unless otherwise stated.

Article 7. BGV A3 / DGUV 3 Inspection Rules (Special Provisions)

- In case of material deviations from the agreed scope (e.g. number of items to be inspected), the Contractor reserves the right to adjust the unit prices. If invoicing is on a piece-by-piece basis, the Contractor is entitled to invoice based on the actual number of pieces tested.
- If the daily output is below 70 inspections through no fault of the Contractor, billing may be based on hourly rates, unless a lump sum or daily rate has been agreed.

Article 8. Invoicing and Payment

- Invoices are due within 14 days of invoice date unless otherwise agreed to; default occurs at the latest after 60 days.
- Payments must be made without deduction, set-off, or retention, unless legally mandatory.
- The Contractor may issue interim invoices for partial performance and request advance payments or security.
- Upon late payment, statutory interest plus 3% per month applies.
- All actual collection costs, including legal fees, are borne by the Customer.
- Payments are always applied in accordance with §366 (2) BGB: first to costs, then to interest, and lastly to principal amounts.

Article 9. Retention of Title

- Delivered goods, systems, or materials remain the property of the Contractor until full payment of all claims from the business relationship.
- Retention of title extends to processed, combined, or resold goods (extended and expanded retention of title).
- Customer must insure goods subject to retention of title and notify the Contractor immediately in case of seizure by third parties.

Article 10. Set-off and Rights of Retention

- Customer's rights to set-off or withhold payments are excluded as far as legally

permissible, unless the counterclaim is undisputed or legally established.

Article 11. Term and Termination

- Fixed-term agreements cannot be terminated prematurely unless mutually agreed.
- Open-ended agreements may be terminated with three months' notice in writing.
- The Contractor may terminate without notice if the Customer breaches contractual duties, becomes insolvent, or if continuation is unreasonable.
- Upon termination, all claims of the Contractor become immediately due.

Article 12. Liability

- Contractor is liable only for damages caused by gross negligence or intent.
- In cases of slight negligence, liability is limited to:
 - e. the amount covered by Contractor's liability insurance, or
 - f. alternatively, to the value of services invoiced in the last 3 months, capped at €10,000.
- Liability for indirect, consequential, or financial losses (e.g. lost profit, downtime, penalties) is excluded.
- Mandatory liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.
- Claims for damages must be notified to the Contractor in writing without undue delay, and no later than 14 calendar days after discovery of the damage. In any case, such claims must be raised no later than 30 calendar days after completion of the inspection. Claims raised thereafter are excluded, unless statutory law requires otherwise.

Article 13. Force Majeure

- Contractor is not liable for failure to perform due to events beyond its control (e.g. fire, strike, natural disasters, regulatory actions, IT/system failures). In such cases, Contractor

may suspend or terminate the contract without damages.

- If any provision of these GTC is invalid, the remaining provisions remain valid (severability clause).

Article 14. Intellectual Property

- Reports, certificates, analyses, and training materials remain the intellectual property of the Contractor. Use or transfer to third parties requires prior written approval.

Article 15. Confidentiality

- Both parties must keep confidential information secret.
- Disclosure is allowed only if legally required or to authorities.
- Reports and certificates are intended only for internal use, unless explicitly agreed otherwise.

Article 16. Data Protection

- The Contractor processes personal data in accordance with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act.
- Reference is made to the Contractor's Privacy Policy, which forms part of these GTC.

Article 17. Assignment of Claims

- The Customer agrees that all receivables arising from the contractual relationship may be assigned by the Contractor to third parties (e.g. factoring company).

Article 18. Governing Law and Jurisdiction

- The Agreement is governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- Place of jurisdiction is either the Contractor's registered office or Mainz.
- There is no arbitration agreement.

Article 19. Final Provisions

- Changes or supplements to the Agreement must be in writing.