


# General Business Conditions of NV-EnerTech GmbH

Hereinafter referred to as NV-EnerTech

1. The order conditions apply for all freely agreed work, in particular planning, monitoring, commissioning and consultancy activities and/or material deliveries by the contractor. Order awards, agreements as well as supplements and amendments are only binding if they are issued or confirmed in writing by NV-EnerTech. Agreements with employees of NV-EnerTech also require the written confirmation of NV-EnerTech. Order dates and deadlines are binding if expressly agreed in writing or confirmed in writing by NV-EnerTech. If dates or deadlines cannot be observed this must be advised by the relevant party in writing in good time and they must be renegotiated accordingly.
2. The orders are implemented in accordance with the recognised state of the art taking into consideration the valid regulations and - unless agreed otherwise - in the manner which is usual at NV-EnerTech.
3. With the implementation of an order in accordance with point 2, no guarantee of the correctness (defect-free quality) and operability of the partial or overall installation to be brought into service is assumed; more particularly, NV-EnerTech assumes no responsibility for the design, material selection and construction of the installations in question if these do not form an integral part of the order. NV-EnerTech only guarantees work expressly set out in the order. In the case of commissioning orders NV-EnerTech is not responsible for the accuracy or checking of safety programmes or safety regulations forming the basis of commissioning unless suchlike is expressly agreed in writing.
4. If the scope of work has not been adequately defined in writing at the time of awarding the order, settlement takes place in accordance with the usual pricing guidelines at NV-EnerTech taking into account the costs and extent of the work carried out. Downtimes for which NV-EnerTech is not responsible are charged the usual hourly rate.
5. NV-EnerTech's liability for all claims in an order together is limited to a maximum of 3 million euros for personal injury, material and property damage. Further liability is excluded except in the case of malice and gross negligence. Claims in particular as result of lost profit are excluded. The liability limitation also applies to claims against employees and vicarious agents of NV-EnerTech. NV-EnerTech is not liable for employees the client provides for processing and implementing the order, unless the provided employees are considered as vicarious agents of NV-EnerTech. If in accordance with the above NV-EnerTech is not liable for provided employees, the client must exempt NV-EnerTech from claims by third parties. Claims for damages lapse in accordance with the statutory regulations. In deviation therefrom, for damages claims due to positive breach of contract a deadline of three years applies.
6. Copies of written documents made available to NV-EnerTech for examination and for implementing the order may be placed in NV-EnerTech's files. The documents do not pass into the possession of NV-EnerTech.
7. The client must check for accuracy and sign the necessary documents submitted by NV-EnerTech as part of quality assurance (proof of activity, acceptances documents etc). The employees of the client or other persons authorised by him who are present are also entitled to sign. Complaints by the client must be submitted in writing within 14 days of receipt of the invoice.
8. NV-EnerTech stores commercial data in a dataprocessing system for its own use.
9. NV-EnerTech and its employees are committed to confidentiality with regard to all information that has come to their knowledge through the order.
10. For the settlement of the work NV-EnerTech's price guidelines apply depending on the nature, cost and scope of the work in question and/or the fixed agreed remuneration. Details relating to remuneration are conditional. If during the course of an order special circumstances (collective bargaining wage increases, working hour reductions etc) result in changes in costs, NV-EnerTech is entitled to adjust its payments in accordance with the new cost situation. For work carried out after the increase, the new payment rates apply. Payment settlements, whether as partial/instalment payments or overall invoices become due for without deductions after receipt of the invoice, unless agreed otherwise. The client only has the right to offset with regard to approved or legally valid counterclaims; a right of retention is ruled out. Unless otherwise agreed all payments are net in € without VAT.
11. If the client is in arrears with the settlement of invoice despite the setting of a period of grace, NV-EnerTech is entitled to stop further order-related work, withdraw from the contract or claim compensation for non-fulfilment.
12. NV-EnerTech is entitled to have its work carried out by carefully selected subcontractors.
13. The client and contractor will refrain from recruiting personnel from each other during the implementation of the work. However, former employees of the client can be deployed by the contractor.
14. Business conditions of the client which contradict these order conditions are not binding for NV-EnerTech. Verbal additional agreements are only valid if they are confirmed in writing by NV-EnerTech within 8 days.
15. German law governs the contractual relationship. The legal invalidity of individual parts of the contract does not release the client otherwise from the contract and does not invalidate the remainder of the contents of the contract. Dinslaken is agreed as the place of jurisdiction

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			Page 1/1