

**General terms and conditions of business for services  
of the Quality Service and Process Engineering/Technology Center  
Zeppelin Systems GmbH – Graf-Zeppelin-Platz 1 – 88045 Friedrichshafen, Germany**

**1 Area of applicability of these terms and conditions.**

- 1.1 These general terms and conditions of business shall apply to
- all services of Zeppelin Quality Service, they shall not apply in respect of the training and examination of welders, as well as other learning events and examinations. For the training and examination of welders, special terms and conditions of participation apply.
  - the services of the process engineering business areas with its technology centers.

1.2 Reserving the right of deviating written agreements, contracts with Zeppelin shall come into existence exclusively on the basis of the following provisions; with the issuing of the order, the customer hereby declares its agreement with our terms and conditions. Conflicting or deviating terms and conditions of the customer shall only be binding on us if we have expressly recognized these in writing.

1.3 These general terms and conditions of business shall apply in relation to entrepreneurs, businessmen and legal persons under public law, regardless of whether this concerns the fulfilment of major or ancillary obligations. These general terms and conditions of business shall also apply in relation to our customers for all future business relationships.

**2 Performance of the order and co-operation obligations incumbent on the customer**

2.1 Unless otherwise expressly agreed, we shall only be obliged to perform the services which are expressly set out in the contract, which we shall render in compliance with the generally recognized rules of technology and the statutory guidelines. Our experts and specialized persons shall not be bound by the instructions of the customer during the performance of testing and appraisal orders.

2.2 We shall not provide compensation in respect of damage or destruction to customer property as a result of proper performance of our service. The transportation and, if applicable, the return of customer property shall take place at the expense and risk of the customer. However, the return shall only be carried out at the express request of the customer. During storage, our liability shall be limited to the usual care applied for one's own property.

2.3 The customer shall fully inform us of all facts which are relevant for the performance of our service and shall ensure that the provided materials and products conform to the REACH requirements. We shall not be obliged to check data, information or other services made available by the customer for completeness, unless this is required, taking into account the respective circumstances of the individual case.

2.4 To the extent that one or more co-operation actions are necessary on the part of the customer for the performance of our service, these shall be provided by the customer at its own expense on our request.

2.5 Should we perform services outside of our operational premises, the customer shall be obliged to take all measures which are necessary for fulfilment of road traffic safety obligations, unless otherwise prescribed by the nature of the matter or an agreement with the customer. We shall be entitled to refuse to carry out the service if the necessary measures have not been taken. Any associated waiting time shall be charged as working time.

2.6 Should Zeppelin be engaged in respect of the production of an inspection protocol and/or test report, the customer shall only be permitted to forward this on to third parties in an unabbreviated/unprocessed form. In case of changes and/or reductions, the liability of Zeppelin in respect of the contents of the document shall lapse.

2.7 Should the customer unexpectedly deliver materials to Zeppelin which are hazardous to health, the customer shall be obliged to immediately collect these from Zeppelin at its own expense. Should this not take place, Zeppelin shall be entitled to dispose of these at the expense of the customer.

2.8 Should samples for evaluation or inspection be made available by the customer to Zeppelin in respect of the performance of an order, these shall be returned following completion at the expense of the customer, collected by the customer, or at the request of the customer, these shall be disposed of for a fee, unless otherwise agreed

**3 Deadlines and dates**

3.1 Deadlines and dates shall always be non-binding unless special agreements were concluded in individual cases. To the extent that these are non-binding, we shall not enter default until the customer has firstly set us a reasonable period of grace for the provision of the service owed in writing and this has fruitlessly expired. In any case, deadlines shall not commence until after the full provision of all obligatory co-operation actions by the customer, as well as, if applicable, from the time of receipt of an agreed deposit payment. Subsequent changed requests or co-operation actions of the customer which are provided late shall reasonably increase the service times.

3.2 In case of delays to services for which we are not responsible, for example due to force majeure, labor disputes or similar events which temporarily make provision of the service significantly more difficult or impossible, the service deadline shall be extended by the duration of the disruption, plus a reasonable restarting period.

3.3 Should the service time be extended, the customer shall not be able to commence damages claims in this respect.

3.4 The regulations above shall also apply in cases where the disruption takes place with our suppliers or their subcontractors.

3.5 Should the customer enter acceptance default or should it breach other co-operation obligations, we shall be entitled to claim the losses incurred by us, including any additional expenses, following the fruitless expiry of a set deadline.

3.6 Should we enter default for reasons for which we are responsible or should the service become impossible for reasons for which we are responsible and should the customer incur a loss as a result, it shall be entitled to demand fixed sum delay compensation. 3.5 For each full week of delay, this shall amount to 0.5%, however this shall be limited to a maximum of 5% of the value of the respective part of the order which cannot be performed on time or in accordance with the contract as a result of the delay.

3.7 Should the Customer set us a reasonable deadline to provide delivery following the due date, taking into account the statutory exceptions, and should the deadline not be complied with by us, the Customer shall be entitled to rescind the contract within the framework of the statutory regulations.

3.8 Further claims due to delivery delay shall be determined exclusively by Section 7 of these terms and conditions.

**4 Acceptance**

4.1 To the extent that our service requires acceptance, the customer shall be obliged to provide this. Minor defects which do not significantly impair the suitability of the service for the purpose set out in the contract shall not entitle the customer to refuse acceptance, regardless of its right to demand correction of the said defects within a reasonable deadline.

4.2 Should the customer make use of the service or part of the service, the acceptance shall be deemed to have taken place on commencement of the use, unless otherwise agreed.

4.3 Intellectual services shall be deemed to have been accepted unless the customer expressly lodges a reservation in writing within 10 days of receipt. In case of a reservation declared by the customer, we shall check our service. Should the reservation of the customer be demonstrably unjustified, the customer shall bear the additional costs incurred.

**5 Fees and payment**

5.1 The prices in accordance with our valid offer at the time of conclusion of the contract, to which the respectively valid statutory valued added tax is added, shall be decisive. If applicable, our invoices shall be due for payment without discount and free of expenses in accordance with the agreed payment plan, otherwise within 14 days of the date of the invoice. We shall not recognize cheques as full settlement until the respective amounts have been credited to our account. We shall reserve the right to demand reasonable payment in instalments and advances.

5.2 Unless a fixed price was agreed and it becomes clear during the performance of a service that the costs in relation to the customer will exceed the total quoted amount by more than 20%, we shall inform the customer of such immediately. In such a case, the customer shall be entitled to terminate the contract. We shall only charge the services provided by us up until this point, as well as the expenses not included in the remuneration. The same shall apply if we rescind the contract for important reasons or if the agreement is cancelled by mutual consent.

5.3 Should several claims against the customer be due to us, we shall decide against which debt the payment is set off. The customer shall only be entitled to rights of set off if its counter claims are legally determined, undisputed or recognized by us in writing. The same shall apply in relation to businessmen for the assertion of rights of retention.

5.4 Should circumstances become known following conclusion of the contract which are likely to reduce the creditworthiness of the customer, we shall be entitled to only carry out pending services in consideration of an advance payment or the provision of security and, following the fruitless passing of a deadline set in this respect, we shall be entitled to rescind the contract; Number 2 Sentence 3 of this section shall apply accordingly.

5.5 In case of payment default, the customer shall owe interest at 8.0% over the respective base rate of interest of the European

**General terms and conditions of business for services  
of the Quality Service and Process Engineering/Technology Center  
Zeppelin Systems GmbH – Graf-Zeppelin-Platz 1 – 88045 Friedrichshafen, Germany**

Central Bank. The assertion of further damages claims shall not be excluded.

5.6 Two or more customers shall incur liability as joint debtors.

## **6 Guarantee**

6.1 The guarantee provided by Zeppelin shall extend to compliance with the generally recognized rules of technology, to which the services provided by it must conform, also at the time of acceptance. In case of research and development orders, Zeppelin shall not provide any guarantee concerning the actual attainment of the intended contractual objective in the planned time.

6.2 Should quality parameters/characteristics have been expressly guaranteed by us, we hereby provide an undertaking that they comply with these at the time of acceptance or transfer of risk, subject to the condition of the strictest compliance by the customer with the instructions given by us. The guarantee of quality parameters/ characteristics shall not, as a rule, concern whether the result of our service is usable by the customer for the intended purpose. In particular, this shall apply to the marketability and usability of the products which are produced and offered on the basis of the results delivered by us.

6.3 The issuing of inspection documents / test report shall not contain any statement concerning the usability of the object of testing which goes beyond the concrete, technical contents of the document. In particular, it shall not contain an undertaking or guarantee concerning special characteristics of the product. As a rule, this shall only state that in the application of the contractually agreed test specification and test standard, we have not detected any unreliable deviations from the (target) values set out in the respective standards.

6.4 We shall not provide any guarantee in respect of defects which are caused by the treatment by the customer or which were known to the customer at the time of acceptance and are not asserted until later.

6.5 Should we have provided a defective service, the customer shall give us the opportunity of improvement within a reasonable deadline. Should the improvement fail, the customer shall only be entitled to choose between a reduction of the remuneration or rescission of the contract and damages in lieu of performance within the framework of the limitation of liability.

6.6 However in case of only a minor breach of contract, in particular in case of only minor defects, the customer shall not be entitled to rescission.

6.7 To the extent that we are not responsible for a breach of duty connected to a defect, the customer shall not be entitled to damages.

6.8 The guarantee period shall amount to one year from transfer of risk, i.e. from acceptance of the work. The statute of limitation shall not apply in respect of damages claims in accordance with Number 7.

6.9 A guarantee for the realization of estimates or prognoses shall only be provided by us if this was expressly agreed.

6.10 The costs incurred in case of subsequent performance shall be borne by Zeppelin. Additional costs which are incurred as a result of the object of delivery or the product on which we have provided the service having been taken to another location other than the respective place of business of Zeppelin, shall be borne by the customer.

## **7 Liability**

7.1 We shall only be liable for damage which is not caused to the object of delivery itself in the following cases, regardless of legal reasons:

- a) In case of intent,
- b) In case of gross negligence on the part of the owner/the organs or management employees,
- c) In case of culpable injury to life, body or health,
- d) In case of defects which we have fraudulently concealed,
- e) In case of defects whose absence we have guaranteed,
- f) In case of defects to the object of delivery, to the extent that liability is incurred under the German Product Liability Act (Produkt-haftungsgesetz) for personal injury or damage to property in respect of privately used objects.

7.2 In case of culpable violation of significant contractual obligations, we shall also be liable in respect of the gross negligence of non-management staff and in case of simple negligence, in the latter case limited to reasonable, foreseeable typical contract damage.

7.3 We shall not incur liability in respect of the freedom from third party rights. Should the result not be able to be used in full or in part due to existing conflicting property rights, we shall submit suitable proposals for the clarification of the legal situation to the customer once we become aware, as well as the joint actions against a third party with the aim of dealing with the defect.

## **8 Property right, copyright and right of use**

8.1 Should protectable results exist during the processing of the service in accordance with the contract, these shall be acquired by us. We shall carry out their safeguarding under protection laws at our own expense.

8.2 Should the customer require licensed or licensable property rights or protectable know-how from us in order to use our services, this may only be used commercially in accordance with a patent/know-how license agreement to be concluded with us separately.

8.3 We shall receive a free of charge, non-exclusive right of use in respect of all copyright and/or property rights created during the contract processing, in which the customer participates as a joint owner. We shall be able to use this unhindered when processing further orders for third parties.

8.4 The forwarding on and exploitation of our service which goes beyond the contractually agreed purpose, in particular its publishing, shall only be permitted with our prior written agreement. The customer shall be exclusively responsible for compliance with the legal regulations (for example competition law) which apply to the use of our service, in particular for the contents of advertising materials; to this extent, the customer shall release us from all third party claims.

## **9 Confidentiality**

Zeppelin and the customer shall be obliged to maintain secrecy in relation to third parties in respect of all oral and written information and notifications received during the performance of the contract, unless the said information has become generally known by other means or the partners have waived the confidentiality of the said information and notifications in writing. Persons and institutions shall not be deemed to be unauthorized third parties if the forwarding on of the information to such persons is considered by us as necessary for attainment of the contractual purpose.

## **10 Termination**

10.1 In case of the presence of an important reason, we shall be entitled to terminate the contractual relationship without notice in writing. In particular, the following shall be deemed to be important reasons for termination on our part:

- a) Non or non-timely payment of advances or non-compliance with agreed payment deadlines on the part of the customer
- b) Acceptance default on the part of the customer

10.2 Following effective termination, we shall hand over to the customer the results attained up until termination within a deadline to be subsequently agreed. The customer shall be obliged to remunerate us in respect of the partial services rendered and outlays incurred up until this point. For termination by the customer, § 649 of the German Civil Code (BGB) shall apply, unless we would have been responsible for the termination.

10.3 Each partner shall then be obliged to immediately return to the other partner items and rights which were temporarily made available for the purpose of fulfilment of the contract. This shall also concern the repayment of prepaid cash amounts, to the extent that these exceed the remuneration claims which arise by this time or a proportional.

10.4 The customer shall not be entitled to any further claims.

## **11 Place of performance and prohibition of assignment**

11.1 The place of performance for all services shall be the place of business of Zeppelin.

11.2 The assignment of claims to which the customer is entitled as a result of the business relationship with us, shall be excluded.

## **12 Place of jurisdiction and applicable law**

12.1 The place of jurisdiction for all claims connected to the business relationship shall be Friedrichshafen. However, we shall also be entitled to bring a lawsuit against the customer at its general place of jurisdiction.

12.2 The law of the Federal Republic of Germany shall exclusively apply to the entire legal relationships between the customer and ourselves.

## **13 Closing provisions**

13.1 Should any individual provisions of this contract be or become ineffective, this validity of the remaining provisions shall not be affected thereby. Such a regulation which comes closest to the economic purpose of the contract and the reasonable consideration of the mutual interests shall take the place of the ineffective provisions.

13.2 All of our previous general terms and conditions of business for services are replaced by these general terms and conditions of business. These general terms and conditions of business shall apply to all services of Zeppelin following their incorporation into the contract.