

# General Terms and Conditions of UPL Service GmbH

## § 1 Area of Application

These general terms and conditions apply exclusively. Conditions of the buyer which differ from these general terms and conditions are not valid.

## § 2 Acceptance of Contract of Service

The order is a binding offer. UPL Service GmbH can accept this offer by sending a written order confirmation or by rendering the ordered services.

## § 3 Remuneration

1. The contractually agreed remuneration applies. If an agreement does not exist in an individual case the conditions last agreed upon will apply. If these cannot be identified the general remuneration for the services rendered by UPL Service GmbH is considered as agreed upon.
2. The remuneration will be charged for according to the contractual arrangements.  
If no separate agreement has been made the buyer will be charged for material and application of tools and machines separately according to the existing general rates. Services rendered by employees of UPL Service GmbH will be charged for on a time basis.
3. Invoices of UPL Service GmbH are payable immediately after date of invoice without deduction. If the buyer does not pay in time UPL Service GmbH is entitled to claim interest for delay in the amount of the base rate of the European Central Bank plus 8%. If a higher damage caused by delay can be proved, UPL Service GmbH is entitled to assert this claim.
4. UPL Service GmbH is entitled to invoice advance payments in reasonable intervals. In any case a period of one week is regarded as reasonable.

## § 4 Delivery Time

1. If UPL Service GmbH is behind schedule, its liability for damages in case of slight negligence will be limited to an amount of 30% of the predictable damage. A further liability for damages will only exist if the delay is based on malicious intent or gross negligence.
2. The adherence of the delivery commitments of UPL Service GmbH requires the accurately timed and correct fulfilment of the buyer's obligations.

## § 5 Warranty

- 1) Warranty claims of the buyer towards UPL Service GmbH are initially limited to the right of repair or replacement. If the rectification of defects fails or if UPL Service GmbH is not willing or not able to repair or provide replacement or if the rectification of defects is delayed by more than a reasonable period of time and UPL Service GmbH is responsible for this delay, the buyer is entitled to withdraw from the contract or to obtain a reduction of the remuneration.
- 2) Claims of the buyer beyond this, especially claims for damages including loss of profit or concerning any other economic loss of the buyer, are excluded.
- 3) Preceding limitation of liability does not apply as far as the cause of damage is based on malicious intent or gross negligence. It also will not apply if the buyer claims because an agreed upon characteristic is missing.
- 4) If an essential duty of the contract is negligently violated, UPL Service GmbH's liability will be limited to the predictable damage.

## § 6 Offset

The buyer will only be entitled to his offset right, if his counterclaim has been legally determined, undisputed or is accepted by UPL Service GmbH.

## § 7 Delay of Payment and Right of Retention

If the buyer is behind schedule with his payments, UPL Service GmbH will be able to stop its further workings and retain the services transferred until full payments have been effected by the buyer.

## § 8 Applicable Law, Place of Jurisdiction

- 1) For the contractual relationship German law applies exclusively.
- 2) Place of jurisdiction is Eisenach.