

General Terms and Conditions

MB Spezialabbruch GmbH & Co. KG

(Updated: August 2019)

1. Scope

- 1.1 These General Terms and Conditions ("GTC") shall apply to all present and future legal relationships of

MB Spezialabbruch GmbH & Co. KG

(hereinafter referred to as "MB Spezialabbruch") to Customers.

Customers in the sense of the following Terms and Conditions are legal entities under public law or special assets under public law as well as consumers, whereby they are natural persons with whom a business relationship is entered into without a commercial or independent professional activity being attributable to them.

- 1.2 These GTC apply to all offers and services as well as to all other legal relationships between MB Spezialabbruch and its Customers. Deviating regulations from these GTC are only effective if MB Spezialabbruch has expressly and separately confirmed them in writing.

2. Offer and contract

- 2.1 Our offers are in principle subject to change and non-binding. The acceptance of our offers is made in writing. Verbal agreements require the written confirmation of MB Spezialabbruch to become effective. A commitment to orders also exists only with written confirmation. Additions and changes to a confirmed order require a separate written order.
- 2.2 The usual tolerances apply to all information on technical specifications, weights, and dimensions. We reserve the right to make minimal deviations within the bounds of what is reasonable.
- 2.3 The ownership and copyright of drawings, plans, and other documents shall remain with MB Spezialabbruch.

3. Payment

- 3.1 Our invoices are due for payment in full within 14 days of the invoice date and are to be transferred free of charge.
- 3.2 After expiration of this period, the Customer shall be in default of payment and shall owe 8% interest on arrears.
- 3.3 If the Customer is in default of payment, the delivery/service obligations of MB Spezialabbruch shall be suspended without separate notification of a construction delay.

- 3.4 In this case, MB Spezialabbruch shall be entitled to perform or render any outstanding deliveries or services only against advance payment or provision of security.
- 3.5 The same applies if, after conclusion of the contract, MB Spezialabbruch becomes aware of circumstances that significantly reduce the creditworthiness of the Customer and which jeopardize the settlement of outstanding claims of MB Spezialabbruch by the Customer arising from the respective contractual relationship.

4. Delivery, Service, Delay and Default in Acceptance, Transfer of Risk

- 4.1 The delivery and service dates result from the agreements of the contracting parties. Compliance with delivery and service deadlines by MB Spezialabbruch requires that all execution details have been clarified in advance and that the Customer has fulfilled all prerequisites for this.
- 4.2 If the acceptance of the service or the delivery item is delayed for reasons for which the Customer is responsible, MB Spezialabbruch reserves the right to claim the costs caused by the delay or the damage.
- 4.3 MB Spezialabbruch shall not be liable for the impossibility of service/delivery due to force majeure or other circumstances unforeseeable at the time of the conclusion of the contract (e.g. weather conditions, official measures, delivery restrictions, or operational disruptions of any kind) for which MB Spezialabbruch is not responsible.
- 4.4 If the performance of the service cannot be commenced as agreed due to circumstances for which the Customer is responsible, the Customer shall be in default of acceptance. If this condition lasts longer than 5 working days, MB Spezialabbruch is released from providing its service. Furthermore, upon occurrence of the Customer's default in acceptance, the claims to which MB Spezialabbruch is entitled from the transaction shall become due.
- 4.5 We shall only be in default after a written reminder has been sent, even in the case of bindingly agreed deadlines and dates.
- 4.6 If MB Spezialabbruch is in default with a service or delivery or if the provision of a service or delivery becomes impossible, regardless of the reason, the liability of MB Spezialabbruch for damages shall be limited in accordance with no. 6 of these GTC.
- 4.7 The service of MB Spezialabbruch shall be accepted within 5 working days after completion. If the Customer does not comply with the request for acceptance and does not object to it, the service shall be deemed to have been accepted after an additional 5 working days have elapsed.
- 4.8 Upon completion of the service or a self-contained partial service or upon provision of the goods at the place of delivery, the risk shall pass to the Customer.

5. Retention of title

- 5.1 MB Spezialabbruch retains ownership of delivered goods until the purchase price has been paid in full.

6. Warranty

- 6.1 The service/delivery performed by MB Spezialabbruch is to be inspected by the Customer immediately after performance and any defects are to be reported in writing at the place of destination without delay, at the latest 14 days after performance. Defects that were recognized must be reported immediately after they have been detected.
- 6.2 The Customer is obliged to give MB Spezialabbruch the opportunity to inspect the notified defects on site.
- 6.3 In the event of a justified complaint, MB Spezialabbruch shall have the exclusive right to remedy the defects.
- 6.4 In the event of failed subsequent performance, the Customer may, at its option, demand a reduction of the remuneration or rescission of the contract (withdrawal). The Customer shall not be entitled to the right of withdrawal in the event of a minor lack of conformity, in particular in the event of only minor defects.
- 6.5 Compensation for damages shall be limited to the difference between the agreed price and the value of the defective delivery or service.
- 6.6 If the Customer decides to withdraw from the contract after subsequent performance has failed, the Customer shall not be entitled to any additional claim for damages due to defects.
- 6.7 MB Spezialabbruch is not obligated to provide a warranty insofar as defects in the services rendered are due to the fact that the Customer has prescribed the execution of the order according to construction plans of third parties.
- 6.8 If certain facts are concealed by the Customer or documents are suppressed, MB Spezialabbruch shall not assume any liability. Furthermore, MB Spezialabbruch assumes no liability whatsoever for the granting, revocation, or amendment of official permits or other administrative acts. In addition, MB Spezialabbruch assumes no liability for activities carried out by third parties commissioned by the Customer. The Customer assures that third parties commissioned by the Customer fulfill the necessary technical and expert knowledge.

7. Disclaimer

- 7.1 The liability of MB Spezialabbruch for damages in the case of a slightly negligent breach of duty is limited to the foreseeable, contractually typical, direct average damage according to the type of service or delivery. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents.
MB Spezialabbruch shall not be liable to companies or municipalities in the event of a breach of immaterial obligations arising from the

contractual relationship.

In the event of a breach of material contractual obligations, MB Spezialabbruch's liability shall be limited to the amount of damage typically foreseeable at the time of conclusion of the contract. This refers to such contractual obligations that enable the proper performance of this contract and on whose compliance the Customer may rely.

- 7.2 The above limitations of liability shall not apply to claims of the Customer arising from cases of mandatory statutory liability, in particular under the German Product Liability Act and in the case of damages attributable to us arising from injury to life, limb, or health.

8. Applicable law, place of jurisdiction

- 8.1 The law of the Federal Republic of Germany shall apply to all legal relationships between MB Spezialabbruch and the Customer.
- 8.2 The place of performance for the deliveries and services shall be the place where they are to be provided. The place of performance for payments shall be Breitung.
- 8.3 The exclusive place of jurisdiction for all legal disputes between MB Spezialabbruch and the Customer is the registered office of MB Spezialabbruch.
- 8.4 This shall also apply if the Customer does not have a general place of jurisdiction in Germany or if the Customer's place of residence or habitual residence is unknown at the time the action is brought.