

## **1. Scope of Application**

1.1 These General Terms and Conditions for Repairs (hereinafter referred to as "GTCR") apply to the performance of repairs, conversions, work on equipment or parts of ships. The subject matter of these General Terms and Conditions is therefore the Contractor's performance under a contract for work and services; in addition, §§ 631 ff. BGB shall apply. The General Terms and Conditions shall only apply if the Contractor is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

1.2 These ARB shall apply exclusively. We do not recognise any terms and conditions of the contractor that conflict with or deviate from our terms and conditions of purchase, unless we have expressly agreed to them in an individual case. Our following terms and conditions shall also apply if we deliver the goods without reservation in the knowledge of the contractor's conflicting terms and conditions.

## **2. Conclusion of Contract, Form**

2.1 Individual agreements made with the contractor in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GTCR. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

2.2 Legally relevant declarations and notifications by the Contractor with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. by letter, e-mail, fax).

2.3 References to the applicability of statutory provisions are only for clarification purposes. Therefore, even without such clarification, the statutory provisions shall apply insofar as they are not directly amended or expressly excluded in these GTCRs.

## **3. Order and Order Documents**

3.1 All drawings and other documents provided for the execution of an order shall remain our property and shall be returned free of charge after execution of the order.

3.2 Our approval of drawings, calculations and other technical documents shall not affect the Contractor's liability for defects and warranty obligations.

## **4. Prices, Pricing**

4.1 In case of doubt, the content of our written order and the documents specified therein shall be decisive for the scope of services.

4.2 The agreed prices are fixed prices. They include all costs and ancillary costs that may arise in connection with the execution of the order.

4.3 If invoicing is by the hour, proof of hours worked must be provided in the form of work vouchers signed by us.

## **5. Execution Dates**

5.1 Without prejudice to our statutory right to self-performance, the contractor shall inform us in good time if he will not meet the agreed deadlines.

5.2 If the Contractor culpably fails to meet the agreed deadlines and dates, we shall set a reasonable deadline for performance; after the expiry of the grace period, default shall commence without further notice. If the contractor is in default with the completion of the object of performance, we may, without prejudice to our statutory claims for default, demand compensation for default in the



amount of 1% of the contract price per completed week of default, but not more than 5% of the contract price, if the contract is maintained. We reserve the right to prove that higher damages have been incurred.

5.3 Early performance requires our consent.

## **6. Payment, Assignment of Claims**

6.1 The payment period shall run from receipt of the invoice, but not before acceptance or complete performance of the service.

6.2 Claims against us may only be assigned with our consent. This does not apply to monetary claims, in particular also not to claims which are subject to an extended reservation of title.

6.3 We shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims from incomplete or defective services against the contractor.

## **7. Acceptance**

7.1 If formal acceptance is agreed, the acceptance date shall be fixed between the parties and recorded in an acceptance protocol to be signed by both parties.

7.2 If the performance is not in accordance with the contract and we therefore justifiably refuse acceptance or if acceptance takes place subject to the elimination of defects to be named in the protocol, the Contractor shall be obliged in each case to provide performance in accordance with the contract without delay and to eliminate the defects, to notify us of the expected duration of the elimination of the defects and to notify us of the elimination of the defects after completion of the reworking.

## **8. Liability for Defects, Limitation of Actions, Performance Description**

8.1 The contractor shall be liable for the work being free of defects and for the work complying with the intended use, the latest state of the art, the relevant provisions of the authorities and trade associations and, in particular, the applicable accident prevention regulations. In the event of defects, we shall be entitled to the statutory claims without limitation. The contractor guarantees that the delivered work is free of asbestos.

8.2 If the contractor, despite being requested to do so, does not fulfil his obligation of subsequent performance and other defect liability obligations within a reasonable period of time set for him, we shall be entitled to take the necessary measures ourselves at his expense and risk, to withdraw from the contract or to reduce the price at our discretion, and to claim damages.

8.3 Insofar as the items delivered by the contractor are installed in other trades or items at our premises, the costs of removal of the defective delivered part and of installation for the subsequently delivered part that are necessary in the event of defective delivery shall be part of the costs of subsequent performance. The contractor shall be liable for this as well as for the supplementary performance irrespective of fault.

8.4 Our claims arising from liability for defects and for damages shall become statute-barred 36 months after the date of receipt, or, if acceptance takes place, 36 months after acceptance, or, if commissioning is provided for instead, 36 months after commissioning. Insofar as the services and/or delivery items are intended for a building or constitute a building themselves, the limitation period shall be 5 years from the event referred to in sentence 1.

## **9. Infringement of Property Rights**



9.1 The contractor shall be liable for ensuring that neither his performance nor the use of the work infringes patents or other industrial property rights of third parties. He shall indemnify us against all claims made against us for infringement of a domestic or foreign industrial property right.

9.2 The limitation period for these claims is ten years, calculated from the respective conclusion of the contract.

#### **10. Repair Work on Ships**

Before commencing work on ships, the Contractor shall inform himself of any possible dangers with the Head of Engineering or his representative and coordinate the necessary safety measures with him. He is obliged to observe the relevant accident prevention regulations, environmental and waste disposal regulations and all other safety and occupational health regulations. The Head of Technical Services or his representative is the authorised representative within the meaning of § 3 Para. 11 UVV See (Accident Prevention Regulations for Maritime Shipping, valid from 01.04.2018) and shall have the authority to issue instructions to the Contractor and its employees for the performance of this task.

#### **11. Liability**

11.1 The contractor shall indemnify us against all claims under public and private law in connection with the execution of the order which are attributable to the fault of the contractor, in particular to the fact that the contractor has not complied with the regulations referred to in section 8 .1. This indemnity clause shall also apply to claims for damage caused to public or private facilities during the execution of the work.

11.2 The contractor shall compensate us for any damage incurred.

11.3 The Contractor shall be liable for all damages in accordance with the statutory provisions. He shall maintain liability insurance for the duration of this contract for personal injury in the amount of at least 3 million euros, for property damage and processing damage in the amount of at least 1 million euros. The contractor is obliged to present a corresponding confirmation of cover from his insurer on request.

#### **12. Exclusion of Liability for Objects of the Contractor**

We accept no liability for loss of or damage to items belonging to the contractor or his employees. This does not affect liability in the event of intentional or grossly negligent damage.

#### **13. Exemption from Duty**

13.1 In the case of orders to be performed in a customs exclusion zone or free port, the contractor shall observe the applicable customs regulations until the order has been fully completed.

13.2 The Contractor shall indemnify us against all claims under public law, in particular also against financial expenses under the Administrative Offences Act or any other law, which are attributable to a breach of customs regulations by the Contractor.

#### **14. Place of Jurisdiction, Applicable Law**

14.1 If the contractor is a merchant as defined by the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Esteburgring 21, 21635 Jork. Same shall apply if the contractor is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we are also entitled in all cases to bring an action at the place of performance of the obligation to perform in accordance with these GTCR or a prior individual agreement or at the general place of jurisdiction of the contractor. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.



14.2 The place of performance for all deliveries and services is the place where the services are actually to be provided.

14.3 All disputes arising out of or in connection with this contract shall be governed exclusively by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The data required for the processing of the contract are stored in our EDP system.