



STANDARD TERMS AND CONDITIONS FOR SERVICE AGREEMENTS

§ 1 General Provisions

1. These terms and conditions shall govern all existing and future business relationship of the parties. This shall also apply, if DIL does not refer again to these Standard Terms and Conditions for future business. Any terms and conditions of the client are rejected and do not become part of the agreement. This shall also apply in case DIL has knowledge of these contradictory terms and conditions of the client or if DIL does not explicitly reject these terms and conditions of the client again, unless DIL explicitly approves of the terms and conditions of the client in writing.
2. These terms and conditions shall apply to businessmen aswell as to legal entities of public law and to separate assets governed by public law. Businessmen according to these terms and conditions are all natural and corporate bodies or partnerships, with whom DIL gets into business relationship, having legal capacity, who are acting in pursuance of a commercial or self employed professional occupation.
3. Apart from the following terms and conditions, exclusively the German legal provisions, especially those of the BGB (German Civil Code) shall apply.
4. Any agreement being in force among DIL and the client in order to execute this contract, are on record in this contract and these terms and conditions in writing.
5. For the interpretation of trade stipulations the Incoterms, latest edition, shall apply in case of doubts.

§ 2 Offer and formation of Contract

1. Offers are always without obligation. Technical modifications aswell as modifications in shape, colour and/ or weight are reserved within the frame of reasonableness. Figures, drawings, weights and measures and other data of performance shall only be binding, if this is explicitly agreed in writing.
2. DIL reserves its ownership and in intellectual property rights with regard to estimates of costs, diagrams and other documents. These documents shall not be made accessible to third parties without prior written consent of DIL.
3. The contract comes into force by written order confirmation by DIL or by DIL processing the order if such a confirmation is missing.
4. Any changes or additions or subsidiary agreement to the contract need to be in writing or must be confirmed in writing in order to be valid. Our staff is not entitled to make subsidiary agreements or to give any assurance, which goes beyond the contents of the written provisions of the contract.
5. Should DIL get the order online, DIL will normally confirm the receipt of the order. This confirmation certifies only the receipt of the order and shall not be a binding confirmation of the order. The confirmation of the order may, however, be joined with the confirmation of receipt of the order.

§ 3 Prices and Conditions of Payment

1. Unless agreed differently, all prices are ex works in Euro. The legal VAT will be added according to its respective legal rate. Concerning the additional charges we refer to the provisions in § 4 number 1 and 3. Should the contract be fulfilled later than 8 weeks after formation of the contract, the prices of DIL applicable at the date of dispatch will be charged.
2. Invoices are to be paid net, unless otherwise agreed.
3. If several claims are due, DIL reserves the right to use a payment, installment or a deposit in order to first discharge that claim, which offers the least security, among several claims which are equally secure that one which is the oldest and concerning claims which have the same age, DIL reserves the right to discharge all these claims partially with the same rate.
4. The client is only entitled to setoff counterclaims subject to final judgement or if accepted by DIL. A right of retention may only be exercised, if the particular counterclaim results from the same contractual relationship as the claim.
5. The provisions concerning the default of payment are according to the legal regulations with the provision, that the client is in default of payment at the time of receipt of a reminder after the claim became due, otherwise 14 days after the claim became due and he received the invoice. During the period of default of payment the client has to pay interest on his debt at an interest rate of 8 % above the base lending rate of the European Central Bank. The proof and the claim of a higher damage is reserved.
6. Any bill of exchange, cheque or other bond are only accepted on account of performance and after prior written consent. Any costs resulting from the acceptance (e.g. collection or discount fees) have to be reimbursed by the client. The term of bills of exchange is limited to 90 days from the invoice date.
7. Claims of DIL on the remuneration agreed will become time barred after 5 years

§ 4 Shipment and Payment Transactions

1. The costs of shipment and transactions are, unless agreed differently, charged additionally to the client. DIL may upon her choice charge a lump sum or the effective costs. The lump sum is 1% of the total amount billed. The client may prove that the costs of DIL were lower.
2. The way of shipment will be chosen by DIL discretionarily.

§ 5 Time of performance

1. Date and time of performance are as agreed in the contract. Time of performance or deadlines have to be confirmed in writing by DIL in order to be binding. The time of performance set requires the client to fulfil his contractual duties and obligations as agreed. In case he does not comply with this, the time of performance is reasonably extended, unless DIL is liable for that delay.
2. The date and time of performance is reasonably postponed or extended, if we are prevented from performing within the time agreed due to force majeure, e.g. strikes or other circumstances, DIL can not avoid with greatest care. This also applies, if similar circumstances are present at our subcontractors. For damages resulting from that DIL can not be held liable for any legal basis. Should the obstruction continue for more than 3 months, the client is entitled to cancel the contract for the remaining part of the contract which is not fulfilled after having set a final deadline for fulfilment of the contract. In this case, he does not have any claims for damages.
3. In case of any damage suffered by the client for which DIL can be held liable, the client may claim a refund exclusively according to the legal provisions. Has DIL to give compensation, this compensation is limited to

the typical damage, which could have been expected at the time the contract came into force. This limitation does not apply, as far as DIL is liable in case of a wilful act or gross negligence or in case of death or bodily injury.

§ 6 Limitation of Liability

1. In case of slight negligence the liability of DIL is limited to the average damage, which can be due to the contract expected. This also applies to infractions to the contractual obligations due to slight negligence of representatives or vicarious agents. This limitation does not apply in case of death or bodily injury

§ 7 Miscellaneous

1. This contract shall exclusively be governed and construed by German law.
2. Jurisdiction of all disputes under this contract and in connection therewith is our commercial domicile. The same applies, if the client has no place of jurisdiction in Germany or if his domicile or place of residence is not known. DIL, however, is entitled to sue the client at his general place of jurisdiction.
3. Place of fulfilment of all obligations resulting from this business relationship is Quakenbrück.
4. If a provision of the contract is in total or in part invalid, the remainder of the contract shall not be affected thereby. The invalid provision shall be replaced by a legally valid provision by which the meaning and the aim of the contract is reached as far as possible.