



General Terms and Conditions of Delivery and Service of juwi Operations & Maintenance GmbH in General Business Dealings

1. General

1.1 The regulations of the General Terms and Conditions of Delivery and Service (hereinafter called "T&C") shall apply, unless separately agreed by contract, for all offers and contracts for delivery and/or service of juwi Operations & Maintenance GmbH (hereinafter called "juwi"). They become effective through placement of order or through order.

1.2 These T&C are exclusively applicable. General Terms and Conditions of the customer are herewith explicitly rejected, unless expressly warranted in writing by juwi.

1.3 Our T&C also apply if we are aware of a customer's conditions that are contrary or differ from our conditions and complete the delivery or service without reservation.

1.4 juwi shall be entitled to use third parties for the execution of the contract.

1.5 All regulations of the T&C only apply to the extent that nothing else has been arranged between the parties.

2. Offers and Conclusion of Contract

2.1 Our offers, including prices are absolutely non-binding.

2.2 Prices in an offer are not fix.

2.3 juwi reserves all copyrights and proprietary rights without restrictions to quotations, drawings and other documents (also in electronic form). These documents may only be made accessible to third parties with prior consent.

3. Prices and Terms of Payment

3.1 The prices quoted by us are understood without value added tax.

3.2 Transport, shipping, packaging and insurance costs will be charged separately unless otherwise specified. The customer shall also bear any potential travel expenses.

3.3 Invoicing of the delivery and/or service shall be based on the actual expenses.

3.4 juwi is entitled to demand reasonable pre-payment when the order is placed. The amount of the pre-payment shall be determined by the expected time expenditure and the value of the provided materials.

3.5 Additional costs, caused by circumstances that are not juwi's responsibility are at the expense of the customer. This particularly applies to unforeseeable incidents such as force majeure and non-fulfillment of the duty to cooperate by the customer.

3.6 Bills by juwi shall be payable without any deduction within 14 days from the date of invoice. If the payment period is exceeded, juwi is entitled without any further warning to charge 8% interest above the currently valid base rate according to Article 247 BGB [German Civil Code]. Subsequent deliveries and/or services may be withheld pending payment.

3.7 The customer is only allowed to set off a claim, which is undisputed or has become res judicata. The customer shall have the right to withhold payment only if his counterclaim is founded on the same contractual relationship and is not in dispute.

4. Delivery Deadlines

4.1 juwi shall be entitled to make and accordingly charge partial deliveries and partial services to the extent that it seems reasonable for the customer.

4.2 Delivery or service periods are estimates.

4.3 Adherence to deadlines for delivery and/or service requires the timely receipt of all documents to be supplied by the customer, the necessary approvals and clearances, particularly plans, and that the customer has adhered to the terms of payment agreed and fulfilled other obligations. Should these requirements not be fulfilled on time, the delivery deadline shall be extended by an adequate period of time; this shall not apply if juwi is responsible for the delay.

4.4 In the event of force majeure or other unforeseeable, extraordinary circumstances not within juwi's or its subcontractors' scope of responsibility, particularly operational or traffic disruptions, fire, flooding, strikes, shortages of energy or raw materials, as well as the occurrence of unforeseeable obstacles, juwi is entitled to reasonably extend the terms of delivery and service.

5. Risk Transfer and Acceptance

5.1 On acceptance, the customer assumes the risk.

5.2. If the start or performance of the delivery and/or service, the acceptance in the customer's operations or test operations are delayed for reasons attributable to the customer, or if the customer delays acceptance for other reasons, the risk shall pass to the customer from the beginning of delay.

5.3 The customer is obligated to accept the delivery and/or service as soon as he has been notified of its completion. If the delivery and/or service prove not to conform to contract, juwi shall undertake to remedy the defect. This shall not apply, if the defect is of insubstantial importance to the interests of the customer or is the result of circumstances for which the customer is responsible. If an immaterial defect exists, the customer shall not be entitled to refuse acceptance.

5.4 If the acceptance is delayed through no fault of juwi, or if no formal acceptance inspection takes place, acceptance shall be deemed to have occurred after a period of two weeks has elapsed since notification of the completion of the delivery and/or service.

5.5 Should the customer be in default of acceptance or culpably violate other obligations to cooperate, juwi is entitled to demand compensation for losses incurred.

6. Reservation of Ownership

6.1 The delivery items (conditional commodity) remain juwi's property until all demands of claims on the part of juwi against the customer have been fulfilled.

6.2 For the duration of the retention of title, the customer is not allowed to sell, transfer by way of security, pledge, process or combine the delivered goods with other objects.

6.3 In the event of breaches of duty by the customer, particularly default in payment, after expiration of a reasonable deadline, juwi shall be entitled to withdraw from the contract. In this case, the customer is obliged to return the received performances. The legal provisions on the dispensability of setting deadlines remain unaffected.

7. Returns and Warranty

7.1 The warranty for delivered components and products shall only take place through the assignment of all warranty claims or guarantees, which juwi received from the manufacturer/supplier conditional upon the assignment. The customer hereby accepts the assignment. With the exception of delivered components and products, juwi shall warrant for services rendered, as followed:

7.1.1 After acceptance of the service work juwi shall be liable for defects in the service work excluding all other claims of the customer without prejudice to Section 7.4 and Section 8 in such a way that juwi must remedy the defect. The customer shall immediately inform juwi in writing of any defects ascertained.

7.1.2 juwi shall not be liable, if the defect is of insubstantial importance to the interests of the customer or is the result of circumstances within the customer's scope of responsibility. This applies in particular to the parts and machines supplied by the customer.

7.1.3 As far as the complaint is justified, juwi bears the costs arising directly from remedying the deficiencies.

7.1.4 In the event that juwi, considering the legal exceptional cases, allows a granted time period to pass for the correction of faults, the customer shall be entitled to a reduction in the framework of the statutory regulations. The right of reduction for the customer shall also apply in other cases of failure of rectification whereas a right of withdrawal only exists, if the repairs in spite of the reduction are proven not to be of interest for the customer.

8 Claims for Damages – Exclusion of Liability

8.1 Claims for damages and for reimbursement of expenses (hereinafter called "Claims for Damage"), on whatever legal grounds, are excluded.

8.2. This exclusion of liability shall not apply in cases of intent or of gross negligence on the part of the owner/agents or managing staff of juwi, culpable injury of life, body or health, defects which have been fraudulently concealed or whose absence have been guaranteed is liable for injury or damage to property for private use under the Product Liability Act.

8.3 In the event of a culpable fundamental breach of contractual obligations, juwi shall also be liable in the event of gross negligence of non-managerial employees and for minor negligence, whereby the latter instance shall be limited to the reasonably foreseeable damage that is typical of the contract. The ceiling of the reimbursement complies with the contract value.

8.3 Insofar as the customer is entitled to claims for damage according to this provision, the statutory limitation periods shall apply.

9 Statute of Limitations, Jurisdiction, Applicable Law

9.1 With the exception of Section 9.4, the limitation period for all claims of the customer – on whatever legal grounds – shall be 12 months.

9.2 If the customer is a merchant the competent court at the company seat of juwi shall be the place of jurisdiction. However, juwi shall also be entitled to sue the customer at the location of his own residence or place of business.

9.3. German law shall apply to all legal relationships between the customer and juwi. The UN Purchase Law (CIGS) shall have no application.

9.4 Changes and amendments of the contract must be in writing; this shall also apply to the cancellation of the requirement for written form.

9.5 If individual terms of this contract are or become ineffective or inoperative, this shall not affect the remaining terms of this contract.

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