

General Terms and Conditions

1. General Provisions, Validity

1.1 We, IQR International Quality Rau & Rössle GmbH (hereinafter referred to as "IQR"), shall carry out the work assigned to us as a contractor within the meaning of Section 631 of the German Civil Code (BGB) exclusively on the basis of these General Terms and Conditions (GTCs). By placing an order with IQR, the Client expressly accepts these Terms and Conditions. These GTCs shall only apply if the Client is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law.

1.2 Unless otherwise agreed, these Terms and Conditions shall apply as a framework agreement, in the version valid at the time of commissioning by the Client or, in any case, in the version last communicated to the Client in text form, and shall remain valid for the entire duration of all business relationships – including ones of a similar nature in the future – even if they are not expressly referred to again. Any deviating or supplementary terms and conditions of the Client's require express written agreement. In the absence of an express written agreement, any terms and conditions that conflict with these General Terms and Conditions will not be recognised by us, and thus do not form part of the contract. This requirement for consent shall apply in any given case, including, for example, instances where we carry out work for the Client without reservation in the knowledge of the Client's general terms and conditions.

1.3 Individual agreements made with the Client in individual cases (including ancillary agreements, addenda and amendments) shall in any case take precedence over these GTCs. Subject to proof to the contrary, any written contract or our written confirmation shall be authoritative for the content of such agreements.

1.4 Legally relevant declarations and notifications by the Client with regard to the contract (e.g., setting of deadlines, notifications of defects, declaration of withdrawal or reduction of payment) must be made in writing, i.e., in written or text form (e.g., letter, email, fax). Statutory formal requirements and further verifications, in particular, in case of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

1.5 References to the applicability of statutory provisions are for clarification purposes only. Even if no such clarifications are given, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCs.

1.6 Any invalidity of individual provisions of these Terms and Conditions shall not affect the validity and effectiveness of all other provisions. In the event that individual conditions are inapplicable, the Contractual Partners are obliged to act in accordance with the objectives set out in the condition agreement and the individual project assignment.

2. Entry into Force, Contractual Term/Subsequent Amendments/Subcontracts

2.1 IQR's offers are subject to change and are non-binding. The content and scope of the work to be performed will be specified in a condition agreement, or in an agreement for work and services together with a pricing specification sheet, or by way of a framework agreement, as well as by means of an individual project assignment in the individual case in question. The Client's order, as part of the individual project

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assignment, shall be deemed to be a binding offer. Unless otherwise stated in the order, an individual project assignment shall only come into effect through express written confirmation being provided by IQR or through the performance of the assigned work.

2.2 Subsequent alterations to the work originally agreed, or to its condition, in the individual case in question require a separate written supplementary agreement. The additional remuneration and the effects of the changes to the original schedule are also to be regulated therein.

2.3 The start of the contractual relationship will be specified in the condition agreement, or in the agreement for work and services together with the pricing specification sheet, or in the framework agreement, or in the individual project assignment, as the case may be. It can be terminated at any time by either Party to take effect at the end of the current work shift.

3. Contractor's Obligations

3.1 The work performed by the Contractor must comply with the relevant accepted technical and scientific standards. At the same time, the Contractor must observe the Client's specific regulations, methods and application practices. The Contractor is not obliged to examine whether the assignment or parts of the assignment are expedient or purposeful.

3.2 The Contractor shall not be bound to any fixed daily times for the completion of its work. There is no legal obligation for it to appear at the Client's premises on a regular basis. The place of performance for the work is also subject to the decision of the Contractor, unless the place of performance is objectively necessarily dictated by the individual task in question. Should the Client's operating resources (in particular, work equipment) be required, these will only be made available during the company's regular working hours.

3.3 The Contractor shall not be subject to any instructions regarding the manner in which the work is to be carried out. The Contractor will also not be incorporated into the Client's operational structures. In particular, the Contractor shall not be assigned any office space and shall neither be entitled to issue instructions to the Client's employees nor be bound by any instructions it may receive from them.

4. Client's Obligations

4.1 The Client undertakes to instruct the Contractor at the beginning of the individual order in question with respect to any relevant special considerations at the Client's premises as per section 3.1, and to provide the Contractor with all information required in order to execute the work, in particular, by means of written work instructions/notes.

4.2 Furthermore, the Client is obliged to remunerate the Contractor's services in accordance with section 5.

4.3 The Client must accept work that has been provided in accordance with the contract upon its completion.

4.4 If no significant defects are reported within an inspection period of one week after handover of the work to the Client, acceptance shall be considered to have been declared.

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5. Terms of Payment, Remuneration, Offsetting

5.1 IQR will charge the Client remuneration in accordance with the previously determined contractual agreements or the current price list. Waiting times (e.g., due to machine downtimes), delays in the delivery of materials or other factors not caused by IQR must also be invoiced. Payments are due within 30 days of invoicing without deduction. The Contractor may demand reimbursement of travel costs, expenses and other expenses from the Client in accordance with the agreements in the pricing specification sheet.

5.2 IQR shall be entitled, despite any provisions of the Client to the contrary, to first offset payments against any older debts of the Client's. IQR will inform the Client of the type of offsetting that has been undertaken. If costs and interest have already been incurred, IQR shall be entitled to offset the payment first against the costs, then against the interest, and, finally, against the main service. Any payment shall only be deemed to have been made once IQR has access to the amount.

5.3 The Client may only offset claims of IQR's against undisputed counterclaims or those that have been established in a court of law. The Client is only entitled to a right of retention under these same conditions and shall be limited to counterclaims arising from the specific contractual relationship in question.

6. Partial Payments (Section 632a BGB)

IQR shall be entitled to demand partial payments for self-contained parts of the work and agreed services – in particular, for partial quantities agreed in the individual project assignment. IQR also reserves the right to issue interim invoices for fixed periods of time, such as for one week at a time.

7. Delay in Delivery

IQR undertakes to perform the work assigned to it in accordance with the contractual agreements and in due time. Even in the case of binding deadlines and schedules, IQR shall not be responsible for delays in delivery or performance due to force majeure and events which make it significantly more difficult or impossible for IQR to provide its services and do so for more than just a temporary period. This includes, in particular, strikes, lockouts, official orders, severe weather events (e.g., floods), pandemics, etc., even if they occur at or affect IQR's suppliers or subcontractors. In such cases, IQR shall inform the Client immediately regarding the expected new performance schedule. If performance is also not possible within this new period, IQR shall be entitled to withdraw from the individual assignment in question. In this case, any payment already made shall be refunded to the Client without delay.

8. Warranty and Limitation Period

8.1 Any warranty claims by the Client are to be reported to IQR immediately upon the Client becoming aware of them. They shall initially be limited to the right of subsequent performance. If subsequent performance proves unsuccessful after a reasonable period of time, the Client shall be entitled to further rights arising from defects (self-execution, withdrawal, reduction of payment, damages). Only the Client is entitled to warranty claims against IQR directly and such claims are not assignable.

8.2 Any warranty claims shall expire by limitation after a period of one year. This period begins upon acceptance or, insofar as acceptance does not take place, upon completion of the work by IQR. The limitation period does not apply to claims due to defects to structures or

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work whose success consists in the provision of planning or supervision services for structures. In this respect, the statutory limitation periods shall apply.

8.3 Section 8.2 shall not apply in cases of liability on the part of IQR arising from injury to life, body or health, in the event of a grossly negligent breach of duty by IQR's organs, its legal representatives, employees or other agents, in the event of fraudulent concealment of a defect, or in the event of liability under the German Product Liability Act (ProdHaftG). In this respect, the statutory provisions shall apply.

8.4 The warranty is excluded in the case of orders in which parts to be inspected, or which have been inspected, by the Contractor are not subject to individual identification that can be clearly attributed to the Contractor, making it impossible to verify whether the part in question was to be, or was, inspected.

9. Liability/Insurance

9.1 Insofar as nothing to the contrary arises from these GTCs, including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual or non-contractual obligations. Business liability insurance with a coverage amount of EUR 3,000,000.00 is maintained.

9.2 We shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of intent or gross negligence. In the event of simple negligence, we shall only be liable subject to a milder standard of liability in accordance with statutory provisions (e.g., for diligence in our own affairs), as follows:

a) For damages resulting from injury to life, body or health

b) For damages arising from significant breach of a material contractual obligation (an obligation whose fulfilment is essential to the proper execution of the contract and on whose fulfilment the Contractual Partner regularly relies and may rely). In this case, however, our liability shall be limited to compensation for foreseeable, typically occurring damages.

9.3 The limitations of liability resulting from section 9.2 shall also apply in the event of breaches of duty by, or for the benefit of, persons for whose fault we are responsible in accordance with statutory provisions. They do not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Client as per the ProdHaftG.

9.4 The Client may only withdraw from or terminate the contract due to a breach of duty that does not consist in a defect if we are responsible for the breach of duty. A free right to termination on the part of the Client (in particular, pursuant to Sections 650 and 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

9.5 Goods that are on our premises or in transit for the purpose of testing or otherwise fulfilling our order shall remain the property of our Client and shall be insured by the Client itself against the risk of loss and accidental deterioration.

9.6 Inspected or reworked components or works (whether with or without marking of individual parts) shall not be subject to the Contractor's duty of supervision once the work has been carried out and has ceased to be the sole responsibility of the Contractor. If they are subsequently exchanged, mixed, combined, damaged or altered through no fault of the Contractor, the Contractor shall not be liable for this. The Client shall bear the full burden of proof for showing that any exchange, mixing, combining, damage or alteration took place during the period when the Contractor bore sole responsibility.

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10. Applicable Law, Place of Jurisdiction

These Terms and Conditions and the entire legal relationship between IQR and the Client are governed by the laws of the Federal Republic of Germany, with the exception of the CISG. If the Client is an entrepreneur within the meaning of Section 14 BGB, a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, Böblingen District Court or Stuttgart Regional Court is the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same place of jurisdiction applies if the Client does not have a general place of jurisdiction in Germany, moves its place of residence or habitual place of abode out of Germany after conclusion of the contract, or its place of residence or habitual place of abode is not known at the time the action is brought. However, we shall also be entitled in all cases to bring an action at the place of fulfilment of the contractual obligations with respect to the work in accordance with these GTCs or any prior individual agreement, or at the general place of jurisdiction of the Client. Overriding statutory provisions, in particular, concerning exclusive competences, shall remain unaffected.

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