

General Terms and Conditions



A. General

Germanischer Lloyd Industrial Services GmbH (GLIS) is an independent organisation of technical experts.

GLIS acts impartially and objectively.

The right of interpretation of their technical Rules rests with GLIS alone.

The respective latest version of the General Terms and Conditions as well as the pertinent technical Rules are applicable to all services rendered by GLIS, including those rendered within the scope of their statutory functions, even if no separate agreement has from case to case been reached regarding their applicability. Where contractual relations are established between GLIS and any persons other than the client, the relevant technical Rules and the provisions of G. 1. to 7. below shall also apply to such third parties.

B. Reservation Clause

No confirmation or certification (certificates) with regard to compliance of technical facts or products with the technical Rules issued by GLIS must be given or issued by anybody other than GLIS.

A confirmation given or certificate issued shall not release the client from his contractual obligations towards third parties.

Certificates are issued by GLIS subject to withdrawal at any time. The right of withdrawal may, for instance, be exercised in the event of adaptations of the technical Rules to the state of the art or of the client failing to comply in due time with conditions or instructions issued by GLIS.

Without relevant certificates being issued by GLIS, no statements must be made to the effect that the product in question was manufactured in accordance with the Rules of GLIS.

C. Scope and Performance

The kind and scope of services rendered by GLIS are based on the relevant agreements concluded, subject to the Rules applicable at the time of survey and/or inspection, unless otherwise provided by separate express agreements.

It is the client's obligation to ensure that the services of GLIS can be rendered smoothly and without delay. GLIS shall, to the extent requested, be granted unrestricted access and the right of inspection.

Any information, drawings, etc. required for performance of the functions and activities of GLIS must be made available in due time.

Before GLIS starts work, the client shall inform GL about relevant safety issues and take all necessary safety-related measures to ensure a safe work environment for the persons carrying out the work for GLIS and shall comply with all legal and other safety regulations.

D. Confidentiality

GLIS and the client maintain confidentiality with respect to all documents and other kinds of information received in connection with the orders entrusted to them. Documents and information shall only be provided to third parties with the prior written consent of the other party. However, the aforesaid duty of confidentiality shall not apply to the extent there is a duty to disclose according to the applicable law or where disclosure is made to a person professionally bound by a duty of confidentiality. Further, the aforesaid duty of confidentiality shall not apply if such information is required to be disclosed under German law, governmental order, decree, regulation, rule or by any competent court. The duty of confidentiality shall survive the end of the contract between GLIS and the client

E. Remuneration

For services rendered by GLIS fees are to be paid in accordance with the tariffs of GLIS or on the basis of the price quoted in the offer. In addition thereto, GLIS will charge any extra expenses incurred in connection with the services rendered (e.g. travelling or other expenses and, where applicable, any value added / turnover tax).

Additional expenses, which are incurred, for instance, as a result of poor organisation on the part of the client or of repetition of tests and for which GLIS is not responsible, will be charged separately at the respective current cost rates.

In the event an agreement is terminated by the Client prior to completion of the services it shall be presumed in accordance with § 649, 3rd sentence of the German Civil Code that GLIS shall be entitled to at least 10% of the remuneration agreed in respect of those services which have not been provided.

F. Payment of Invoices

1. The fees for all services rendered by GLIS are due for payment without deduction 14 days after the date of invoice. On default GLIS is - without prejudice to any other rights - entitled

to charge default interest, to withhold certificates and other documents and/or to suspend or revoke the validity of certificates.

2. GLIS shall be entitled to issue monthly invoices regarding orders that run for more than one month. Partial performances that can be used by the client are subject to acceptance by the client and GLIS shall be entitled to issue respective invoices.

3. GLIS shall be entitled to request advance payments.

4. Any rights of lien or retention in favour of the client, statutory or otherwise, are hereby excluded. Likewise excluded are any rights of set-off with client's counter-claims, unless such counter-claim is undisputed or has been finally adjudicated upon by the courts.

G. Liability

1. Liability of GLIS for defects as to quality shall in the context of a contract for work and services ("Werkvertrag") be limited to remedying such defects. In the event that this is unsuccessful, the client shall, in addition to his right as per § 637 of the German civil code, have the right to claim a reduction in the contractual price or to withdraw from the contract.

2. Claims of the client for defects as to quality shall become time-barred one year after acceptance by the client of the performance by GLIS of its obligations, in so far as such defects shall not have been wrongfully concealed by GLIS or caused by the wilful misconduct of GLIS.

3. Furthermore, except in case of breach by GLIS of a material contractual obligation, liability of GLIS for slightly negligent performance of its obligations towards the client shall be limited to five times the remuneration of the individual obligation to which the breach relates. This limitation of liability shall also apply to claims for damages by the client based on the tort of negligence. In the event of a slightly negligent breach by GLIS of one of its material contractual obligations, the liability of GLIS shall be limited to typical contractual foreseeable damage.

In the event of wilful misconduct or gross negligence on the part of GLIS, the liability of GLIS shall be determined as provided for by law. This shall also apply to any case where GLIS is strictly liable by law.

4. Personal liability of the organs of GLIS or persons to whom GLIS resorts to perform its obligations is excluded except in case of their wilful misconduct or gross negligence.

5. The attention of the client is expressly drawn to the fact that it has the possibility of agreeing with GLIS that the liability of GLIS be extended beyond what is provided for in these General Terms and Conditions. However, such extension of liability is subject to the client demanding this of GLIS, to the insurer of GLIS accepting to take on such additional risk and to the client bearing any additional insurance cost associated with such increase in liability.

6. Claims for damages which are not claims for defects pursuant to paragraph 1 hereof, with the exception of tortious claims and/or claims brought under the German law on product liability, shall be time-barred one year after acceptance by the client of the performance by GLIS of the obligation in question, in so far as there was no wilful misconduct or fraudulent intent on the part of GLIS.

7. The provisions of clause G. above regarding limitation of liability and time bar shall not apply to claims for death, personal injury, damage to health or infringement of liberty.

H. Place of Performance - Jurisdiction - Governing Law

1. The place of performance for all obligations resulting from or in connection with the respective order from the client is Hamburg, unless otherwise provided in the order.

2. The exclusive place of jurisdiction for claims against GLIS is Hamburg. GLIS is entitled to sue the client before the courts in Hamburg or before any other competent court.

3. German law shall govern the performance of the order and all claims resulting from or in connection with the order.

4. The UN Sales Convention 1980 (CISG) as well as conflict of law rules are excluded.

I. Severability Clause

In the event that individual provisions of the contract between GLIS and the client or these General Terms and Conditions are or become partly or as a whole ineffective, this will not affect the effectiveness of the remaining terms.

In the event of doubts as to the interpretation of the present General Terms and Conditions, the German text will be authoritative.