

Terms and conditions of Business

Reprojekt GmbH

§ 1 Validity

1. The privity of contract regarding the expert's report to his client (cl) is determined by the following described conditions of contract.
2. Deviating business conditions of the client shall only become part of the contract if the authorized expert has explicitly accepted them in writing.

Datum
02.04.26

§ 2 Order

1. The acceptance of the order—whether oral, by telephone, or through an employee—including agreements, assurances, or supplements, requires written acknowledgment from the authorized expert.
2. The subject of the contract includes all types of authorized expert activities, such as: statement of facts, presentation of experience, establishing causes, judgment, and inspection. This activity may also take the form of arbitration or expert mediation.
3. The scope and purpose of the expertise are fixed by the initial offer. Any redefinition, expansion, or rearrangement by the client entitles the authorized expert to adjust the fee accordingly.

§ 3 Implementation of the Order

1. The order shall be executed in accordance with the rules for independent authorized experts in a general, impartial way, and in good faith.
2. The authorized expert cannot guarantee a specific success or a result desired by the client. Results are objective and independent of the parties involved.
3. The authorized expert performs activities in person but may utilize competent employees for assistance while retaining overall responsibility.
4. Should it prove necessary to call on experts from other fields to ensure proper execution, their services shall be commissioned directly by the client.
5. The expert has the right to inquire, gather information, investigate, travel, inspect, and compile documents at the expense of the client without special approval, unless exceptionally high costs are involved.

6. The expert is authorized to obtain information from all concerned parties, authorities, and third parties. If necessary, the client shall provide a specific written power of attorney.
7. The expertise is to be provided within the agreed period.
8. Written versions will be provided as PDF unless otherwise arranged. Hard copies shall be invoiced separately.
9. Upon fulfillment of the contract and payment of the fee, the expert shall return any documents provided by the client.

§ 4 Duties of the Client

1. The client shall not issue instructions that might distort the findings of facts or the final results.
2. The client must ensure that the expert receives all necessary information and documents (e.g., invoices, drawings, calculations, correspondence) at the agreed date without specific request and at no extra cost to the expert.
3. During technical inspections, the operator must have all relevant documents ready (e.g., logbooks, maintenance manuals, existing reports, oil analyses).
4. The client shall provide a professional technician from the manufacturer or service provider to support the expert during necessary operations and tests.

§ 5 Discretion of the Authorized Expert

1. Pursuant to German law (**§ 203 Abs. 2 Nr. 5 StGB**), the expert is bound by professional discretion. This covers all non-public facts and documents entrusted to him. This duty continues for two years after the completion of the project.
2. This discretion applies to all office staff. The expert ensures their compliance with these terms.
3. The expert is authorized to reveal information only if legally obliged by law or if released from this duty by the client in writing.

§ 6 Protection of Copyright

1. The authorized expert retains the copyright to the work produced, insofar as it is copyrightable.
2. The client may use the expert opinion and all associated documents only for the specific purpose for which they were intended.
3. The client is prohibited from processing, changing, or conveying the data to third parties beyond the scope of the contract.
4. Publication or reproduction of the expertise requires prior written consent from the expert.

§ 7 Fee and Payment

1. The expert is entitled to payment regardless of the specific result of the work. The amount is based on the agreement between the parties and includes general office charges.
2. Incidental costs and expenses may be invoiced separately upon proof or as an agreed lump sum.

3. Value Added Tax (VAT), if applicable, is not included in the price and will be itemized separately on the invoice.

§ 8 Payment and Default

1. Fees and expenses are due and payable immediately upon receipt of the invoice. Payment by cash on delivery is admissible.
2. For large-scale projects exceeding 10 working days, partial billing is agreed upon.
3. In the event of default, the expert may withdraw from the contract after a grace period. Default interest shall be charged at **2% over the current 3-month Euribor base rate**.
4. Serious doubts regarding the client's creditworthiness (e.g., bankruptcy, insolvency, dishonored checks) result in the immediate maturity of all outstanding debts.
5. Offsetting claims by the client is only permitted if the counterclaim is undisputed or legally enforceable.

§ 9 Deadlines and Delays

1. The delivery period begins upon signing the contract, provided all necessary documents and advance payments have been received.
2. In cases of force majeure, illness, or strikes, the delivery period shall be extended accordingly.
3. The expert is only liable for damages caused by delivery delays in cases of intent or gross negligence.

§ 10 Termination

1. Both parties may terminate the contract for serious grounds. Notice must be in writing.
2. Serious grounds for the expert include: lack of cooperation by the client, attempts to falsify results, default of payment, or if the expert lacks the specific technical knowledge required.
3. If terminated for good cause, the expert is entitled to a fee for partial performance. If the client terminates without cause, a fee of **80% of the remaining remuneration** is agreed (assuming 20% saved expenditure), unless the client proves higher savings.

§ 11 Guarantee (Warranty)

1. In the event of an unsatisfactory report, the expert initially has the right to amend it at no extra charge.
2. If amendments fail or are not made in a reasonable time, the client may request a reduction in fee or rescission of the contract.
3. Defects must be reported in writing within **5 working days** after delivery; otherwise, warranty claims are void.

§ 12 Liability

1. The expert is liable for damages only in cases of **intent or gross negligence**. All other claims are excluded.
2. Liability for financial and technical damages is limited to a maximum aggregate cover of **€ 3,000,000**.

3. If higher risks exist, the client must notify the expert in writing beforehand so that additional insurance can be arranged at the client's expense.
4. Claims for compensation become time-barred **2 years** after receipt of the expert report.
5. The expert accepts no liability for indirect or consequential damages arising from technical checks of the system.

§ 13 Place of Performance and Jurisdiction

1. The place of performance is **Hannover**, Germany.
2. If the client is a registered merchant or a public sector entity, the expert's place of business shall be the exclusive place of jurisdiction.
3. German law applies.

Stand: April 2026

