

# General Terms and Conditions (GTC)

SEACOTEC GmbH & Co. KG

Zippelhaus 3, 20457 Hamburg, Germany

Status: November 2019 (English translation for information purposes)

## A. General

1. SEACOTEC GmbH & Co. KG ("SEACOTEC") is a globally operating technical services company.
2. These General Terms and Conditions, in their most recent version, as well as any applicable technical regulations, apply to all services provided by SEACOTEC, even if their applicability is not expressly agreed upon in individual cases. If contractual relationships are established between SEACOTEC and third parties other than the client, the relevant technical regulations and Sections F.1 to F.7 shall also apply to such third parties.
3. Contracts are concluded exclusively on the basis of these General Terms and Conditions. Any deviating terms and conditions shall not apply, even if SEACOTEC accepts services without objection.
4. SEACOTEC and the client undertake to comply with applicable anti-corruption legislation in good faith.

## B. Scope and Performance

1. The client shall create all conditions necessary for the prompt and proper performance of services by SEACOTEC. All information, documents, and materials required by SEACOTEC must be provided in a timely manner and in sufficient quality.
2. Prior to commencement of services, the client shall inform SEACOTEC of any safety risks and take all necessary measures to ensure safe working conditions and compliance with statutory safety requirements.
3. SEACOTEC is only responsible for services performed by itself.
4. Unless otherwise agreed, offers issued by SEACOTEC are valid for 90 days.

## C. Confidentiality

1. SEACOTEC and the client shall maintain confidentiality with respect to all confidential documents and information received in connection with orders. Contractual information includes all information disclosed before or after an order unless such information was already publicly available, lawfully known, or independently developed.
2. Confidential information may only be used within the scope of activities covered by these GTC. Disclosure to third parties requires prior written consent of the other party.
3. Confidentiality obligations shall continue beyond termination of the contract.

## D. Remuneration

1. Prices quoted are net prices unless VAT is expressly stated.
2. Services shall be invoiced at the prices stated in the offer. Additional incidental costs (e.g. travel, accommodation, expenses, and applicable VAT) shall be invoiced separately.
3. Additional expenses caused by inadequate organization on the part of the client shall be invoiced separately.

4. In the event of early termination by the client, it is presumed pursuant to § 649 sentence 3 BGB that SEACOTEC is entitled to at least 10% of the remuneration for the unperformed part of the service.

## **E. Due Date of Invoices**

1. Invoices are payable without deduction within 14 days from the invoice date. In the event of default, SEACOTEC is entitled to claim default interest and withhold documents.
2. SEACOTEC has a right of retention for all claims arising from the business relationship.
3. The client's rights of retention and set-off are excluded unless the counterclaim is undisputed or legally established.

## **F. Liability**

Liability provisions correspond to German law and limit liability except in cases of intent, gross negligence, or injury to life, body, or health.

## **G. Place of Performance – Jurisdiction – Applicable Law**

1. Place of performance and jurisdiction is Hamburg, Germany. 2. German law applies. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

## **H. Severability Clause**

Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected. In case of doubt, the German version shall prevail.