

General Rack Inspection Conditions

§ 1

Subject Matter of the Contract

The subject matter of the Contract is the inspection of the Operator's racking system specified therein by the Supplier.

§ 2

Contractual Services

1. The Supplier shall have the inspections carried out by a META-certified Racking Inspector.
2. The subject matter of the inspection are the following services: – Visual inspection from the normal level without the use of climbing aids, lifting platforms, etc. – Visual inspection of compliance with DIN EN 15635, – Visual inspection of rack components for visible deformations and damage, – Visual inspection of the rack structure in accordance with the specification, – Comparison of the rack load plates with the structure, – Granting of an inspection sticker, – Preparing of an inspection report.
3. The prerequisite for an inspection is that the products are META or THYSSEN products; a visual inspection can be carried out for products from other manufacturers.
4. The performance of any repair work is not part of the Contract.

§ 3

Remuneration

1. The daily rate is set out in the inspection contract and includes 8 hours, which includes both preparatory and follow-up work. Waiting times for which the customer is responsible and additional time spent shall be charged at an hourly rate of € 95. Travel, accommodation, telephone and similar costs incurred in connection with the performance of the work shall be reimbursed separately at cost. A mileage allowance of €1.60/km shall be charged for the use of the customer service vehicle.
2. In deviation from § 3 paragraph 1, the hourly rate may be set in the inspection contract. Preparatory work and follow-up work shall be charged separately. Waiting times for which the customer is responsible and additional time spent shall be charged at an hourly rate of € 95. Travel, accommodation, telephone and similar costs incurred in connection with the performance of the work shall be reimbursed separately at cost. A mileage allowance of € 1.60 shall be charged for the use of the customer service vehicle.
3. Prices stated are exclusive of the applicable statutory value added tax.

§ 4

Cooperation of the Operator

1. The Operator shall provide the Racking Inspector with unhindered access to the subject matter of the Contract without disruptive influences and shall inform him of all special safety regulations applicable at the place of performance.
2. The Operator shall ensure that a competent person is present on site at the agreed time of performance, who can answer the application-related technical questions of the Racking Inspector.

§ 5 **Performance Time**

The start of the inspection and the expected duration shall be regulated in the Inspection Contract.

§ 6 **Warranty**

The Supplier does not guarantee that the racking system is and will remain free of defects after the inspection, except from the complaints listed in the report, in particular insofar as defects cannot be properly visually inspected in accordance with § 2 paragraph 1 (e.g., hairline cracks). In addition, the Supplier shall provide a 12-month warranty on the contractually agreed services in accordance with the statutory provisions. No guarantees of any kind are given by the Supplier. Any technical advice and application recommendations of the Racking Inspector outside the inspection report are without guarantee.

§ 7 **Liability for Damages**

1. The Supplier shall only be liable in accordance with the statutory provisions for damage resulting from injury to life, body or health caused by an intentional or negligent breach of duty by a legal representative, employee or vicarious agent and for other damages caused by an intentional or grossly negligent breach of duty by a legal representative, employee or vicarious agent. Further claims for damages, in particular for indirect damages such as, for example, business interruption, loss of profit, etc. are excluded.
2. Furthermore, the Supplier shall be liable for damages or reimbursement of expenses incurred in accordance with the statutory provisions if a damage is based on the breach of a guarantee assumed by the Supplier for the quality of the service (insofar as such a guarantee has been agreed separately in deviation from this Contract) or if a legal representative, employee or vicarious agent of the Supplier has negligently breached a duty that is of essential importance for the fulfilment of the scope of the Contract (cardinal obligation).
3. For breaches of duty within the meaning of Clause 1, the Supplier's liability shall be without limitation in terms of amount. In the cases mentioned in Clause 2, the amount of damages shall be limited to € 100.
4. Insofar as the Supplier's liability is excluded or limited, this shall also apply to the personal liability of the Supplier's corporate bodies, employees or vicarious agents.

§ 8 **Final Provisions**

1. No variation, amendment or addendum to this Contract shall be valid unless made in writing.
2. Should individual provisions of this Contract be or become unenforceable, in whole or in part, the remainder of the Contract shall remain valid and in full force. A legally and economically appropriate provision shall be agreed to replace the provision that is wholly or partially invalid or in order to fill a contractual loophole.
3. This Contract shall be governed by German law.
4. The place of jurisdiction for all claims arising from the Contract is the registered office of the Supplier. However, the latter shall also be entitled to file a claim against the Operator at the latter's registered office.