



General terms and conditions of business

**Conditions of DRS-Hagelschaden GmbH
for carrying out work
on motor vehicles**

**For all by the customer ("client")
at DRS-Hagel Schaden GmbH („contractor“)
commissioned repairs apply
only the following conditions:**

1. Subject of the order and placing of the order

The contractor performs work on motor vehicles and/or their parts for his clients in accordance with Section 3. These are provided exclusively using the leverage method, i.e. dent removal without painting. The client is obliged to grant the contractor and his subcontractors the necessary access rights to and access to the motor vehicle for the execution of the work. The place of execution of the order is determined in each individual case according to the agreement made between the parties.

In the order form or in a letter of confirmation, the contractor specifies the work that is likely to be carried out. Any specified completion date is only binding if it is specifically marked as binding. The customer receives a copy of the order form.

The contractor will commission a subcontractor to be determined by him to carry out the work and carry out or have carried out the test, shunting, transfer and other trips required to carry out the order. There is no contractual relationship between the customer and the subcontractor.

2. Price information in the order form, cost estimate

At the request of the customer, the contractor will also note the prices plus sales tax for the services that are expected to be provided when the order is carried out. These price details in the order form can also be made by referring to the corresponding items in the price and work value catalogs available from the contractor.

If the client wishes a binding price quotation, a written cost estimate from the contractor is required. In this, the work is to be listed individually and provided with the respective price plus sales tax. The contractor is bound by this binding cost estimate for a period of 10 days after it has been handed over to the client, unless the cost estimate states otherwise. The services provided to submit a cost estimate can be charged to the client if this has been agreed in individual cases.

If an order is placed on time due to the binding cost estimate i. s.d. 2, the total price charged for the order may only be exceeded with the consent of the customer. If the scope of work changes or expands compared to the scope on which the cost estimate is based, the contractor and client will agree on the effects on the previously binding cost estimate. Any services rendered by the contractor prior to the cost estimate will be invoiced with the order invoice. Any services already provided that can be used when carrying out the repair on the basis of the cost estimate will not be charged again.

3. Completion Date

The contractor is obliged to comply with a binding completion date agreed in writing. If the scope of work changes or expands compared to the scope on which the order form or confirmation letter is based, and this causes a delay, the parties will agree on a new completion date. If the contractor cannot meet a binding completion date for other reasons, he will inform the client immediately and give him a new completion date. Other rights of the client due to culpable exceeding of the completion date in accordance with the provisions in IX. stay untouched.

If the contractor is unable to meet the binding completion date through no fault of his own as a result of force majeure or operational disruptions, e.g. due to strikes, lockouts, the absence of skilled workers or deliveries, he is not obliged to pay compensation for the delays caused as a result. However, the contractor will immediately inform the client of the delay and, if requested, hand over the subject matter of the order to him before completion against payment of the remuneration for the services rendered up to that point. Other rights of the client remain unaffected.

4. Acceptance, collection period

Acceptance of the object of the order by the customer takes place when the vehicle is taken over by the customer, unless otherwise agreed.

The customer is obliged to pick up the object of the order within one week of the notification of completion being sent. In the case of repair work that is carried out within one working day, this period is reduced to three working days. If the client does not comply with this obligation or fails to do so in a timely manner and if this is not due to circumstances attributable to the contractor, the contractor can charge the customary local storage fee or store the object of the order elsewhere. The customer bears the costs and risks of storage.

5. Calculation of the order

In the invoice, prices or price factors for each self-contained work performance and for materials used are shown separately, subject to the provision in Section 2. If the order is carried out on the basis of a cost estimate, a reference to the cost estimate is sufficient, with only additional work having to be listed separately. Sales tax is at the expense of the customer. Any objection to the invoice must be made in writing by the customer no later than six weeks after receipt of the invoice.

If the parties agree that the vehicle will be picked up or delivered by the contractor, this will be at the expense and risk of the customer.

6. Terms of Payment

Payments are to be made upon acceptance, but no later than eight days after the invoice has been handed over/sent, without discount or other discounts. The contractor is entitled to demand a reasonable advance payment when placing the order.

Offsetting is only permitted with undisputed or legally established counterclaims. The contractor can only assert a right of retention if it is based on claims from the same repair order.

The contractor shall charge default interest of 5% p.a. above the base interest rate announced by the European Central Bank if the client is a consumer within the meaning of Section 13 of the German Civil Code. Otherwise, the default interest is 8% p.a. above the base rate. The interest on arrears is to be set correspondingly higher if the contractor proves that a higher interest rate has been charged.

7. Extended Lien

The contractor is entitled to a contractual right of lien on the items that came into his possession as a result of the order due to his claim from the order. The contractual right of lien can also be asserted due to claims from work carried out earlier or other deliveries, insofar as they are related to the subject of the order. For other claims arising from the business relationship, the contractual right of lien only applies if the claims are undisputed or there is a legally binding title and the object of the order belongs to the customer.

8. Warranty for Defects

Subject to the conditions set out in Section 3, the Contractor shall initially provide a guarantee for defects in the work by remedying the defect or producing a new work („subsequent performance“). The contractor can refuse subsequent performance if it is only possible with disproportionate costs. There is disproportionality if the costs exceed the order value. If the supplementary performance fails, the customer can remedy the defect himself and demand reimbursement of the necessary expenses after the unsuccessful expiry of a reasonable period set by him for supplementary performance, unless the contractor has rightly refused supplementary performance.

If the supplementary performance fails, the customer can, without prejudice to any claims for damages, in accordance with the provisions in IX. reduce the purchase price or withdraw from the contract at his option. In the case of minor defects, however, the right of withdrawal is excluded.

The client must notify the contractor of obvious defects during acceptance. For all other defects, the limitation period specified in Section 5 applies with regard to the notification period, with the corresponding application of Sections 203 et seq. of the German Civil Code. Such defects must be reported to the contractor in writing. The timely dispatch of the notification of defects is sufficient to meet the deadline. After the expiry of these periods, warranty claims by the client are excluded, unless it is a matter of one mentioned in IX. Item 2 listed case.

The Contractor shall bear any claims by the Client for the expenses required for the purpose of supplementary performance, in particular transport, labor and material costs. This does not apply to increased expenses because the item was subsequently moved to another location by the customer.

The limitation period for claims for material defects is five years from the date of acceptance. This does not apply to the cases listed in IX, Section 2.

9. Liability

The contractor is liable without limitation for damages that are based on an intentional or grossly negligent breach of duty on his part or on the part of his vicarious agents. In the event of a slightly negligent breach of duty, the Contractor shall only be liable in the event of a breach of a material contractual obligation (cardinal obligation), limited to the foreseeable average damage typical of the contract. Significant contractual obligations are all those obligations whose fulfillment make the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely.

The above limitation of liability does not apply to claims by the client in the event of fraudulent concealment of a defect, from an assumed quality guarantee, under the Product Liability Act and from injury to life, limb or health for which the contractor, his legal representatives or vicarious agents are responsible.

10. Retention of Title

Insofar as installed or attached accessories and spare parts have not become essential components of the object of the order, the contractor retains ownership of them until full payment.

11. General

The exclusive place of jurisdiction for all current and future claims arising from the business relationship with merchants and legal entities under public law, including bills of exchange and checks, is Hamburg. The same place of jurisdiction applies if the customer does not have a general place of jurisdiction in Germany, relocates his domicile or usual place of residence from within Germany after the conclusion of the contract or his domicile or usual place of residence is not known at the time the action is filed, insofar as this is legally permissible.

The law of the Federal Republic of Germany applies exclusively to these terms and conditions and the entire legal relationship between the customer and the contractor, to the exclusion of its private international law. The provisions of the UN sales law do not apply. Changes and/or additions to these terms and conditions or provisions within the framework of other agreements between the parties must be in writing; this also applies to changes to the written form requirement. Should a provision in these terms and conditions or a provision within the framework of other agreements between the parties be or become invalid, this shall not affect the validity of all other provisions or agreements.

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