

§ 1 Area of application

These conditions apply to all repair, alteration, maintenance and assembly work carried out on containers and their associated equipment.

§ 2 Conclusion of contract

- 2.1 Offers made by CONTARGO are non-binding. A contract takes effect with written confirmation of the cost estimate by the customer. The written content of the contract exclusively applies.
- 2.2 Determining the scope and expediency of the work ordered is the sole responsibility of the customer.
- 2.3 The customer shall hand over the container at the agreed place and in such a condition that CONTARGO can immediately begin the ordered work.

§ 3 Prices and conditions of payment

- 3.1 Prices are calculated by CONTARGO on the basis that any waste material passes into the ownership of CONTARGO without remuneration.
- 3.2 The prices given by CONTARGO are based on the cost factors that are relevant at the time of the offer. If these cost factors increase by the time the order is confirmed or during the time when the order is being carried out, the price of the order may be commensurately increased.
- 3.3 Payment shall be made in full without deductions at the latest on completion of the work and handover to the customer.
- 3.4 If after the order has been placed a circumstance should occur which endangers the solvency of the customer, CONTARGO is entitled to require an appropriate advance payment.

§ 4 Times of delivery and service

- 4.1 Information concerning delivery times is always non-binding.
- 4.2 CONTARGO is not liable for delays in delivery and service due to force majeure or to events which substantially impede or render impossible the service to be provided by CONTARGO. These include interruptions of operations, strikes, lock-outs and orders by public authorities, even if these occur at CONTARGO's suppliers. In the event of delays of this kind the date of delivery shall be correspondingly extended.
- 4.3 In the case of a delay in delivery for which CONTARGO is liable, the customer is entitled to withdraw from the contract, at the same foregoing claims to damages insofar as these claims are not due to intent or gross negligence on the part of CONTARGO.
- 4.4 If delivery and service become impossible due to circumstances for which neither party is responsible, both parties are entitled to withdraw from the contract. In this case the customer shall reimburse the incurred costs to CONTARGO.

§ 5 Deficiency claims and warranty

- 5.1 Evident defects must be notified in writing at the time when CONTARGO hands over the container. Hidden defects must be notified in writing immediately on discovery but at the latest within six months of CONTARGO handing over the container. The notification must be specific. Claims not submitted within this period are excluded.
- 5.2 If notification takes place within the times required under paragraph 5.1 CONTARGO is obliged to repair proven defects unless the necessary expenditure exceeds the value of the container. If the repair is also unsatisfactory, CONTARGO is obliged to repeat it only

once. If CONTARGO is liable and despite a reminder and the setting of an appropriate deadline does not fulfil this, or the repair is one which is impossible for CONTARGO to perform or which it cannot reasonably be expected to perform, the customer may according to choice demand a reduction of not more than half the value of the order, or may withdraw from the contract. If there is only a minor breach of contract, especially in the case of only minor defects, the customer is not entitled to withdraw.

- 5.3 Any further claims and also liability for consequential damages are excluded, unless CONTARGO is chargeable with intent or gross negligence.

§ 6 Liability

- 6.1 The liability of CONTARGO, irrespective of the cause in law, is limited to intent or gross negligence of CONTARGO or its vicarious agents and to grossly negligent or intentional breach of obligations material to the contract. In each case CONTARGO is only liable for indirect damage up to the fair value of the container. Any liability for loss of earnings is excluded.
- 6.2 The customer shall hold CONTARGO harmless against claims of third parties.

§ 7 Lapse of claims

All claims of the customer against CONTARGO lapse after a limitation period of one year from the handover of the container to the customer.

§ 8 Right of lien/offsetting

- 8.1 Offsetting or retention is only admissible if the counterclaim is due, undisputed, ready for decision or is legally established.
- 8.2 To secure its claims CONTARGO has a related right of lien on the container or containers in its possession as a result of the order.

§ 9 Final provisions

- 9.1 Deviations from these Terms and Conditions are only effective if they have been confirmed by CONTARGO in writing.
- 9.2 German substantive law is deemed to have been agreed for these Terms and Conditions and for all legal relations.
- 9.3 Place of fulfilment for all obligations arising out of the contractual relationship is Mannheim.
- 9.4 Place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship – insofar as it is concluded between business persons – is Mannheim, to the extent permissible by applicable law.
- 9.5 If any provision of these General Terms and Conditions or a provision within the framework of other agreements should be held to be invalid or should become invalid, the validity of the other provisions or agreements shall not be affected. The invalid provision shall be replaced by another whose effects are as close as possible to the economic objectives pursued by the contractual parties with the invalid provision.
- 9.6 These General Terms and Conditions of Business for the Repair of Containers are available in English, French and in German. In case of doubt, only the German version shall apply.