

General Terms and Conditions

General Terms and Conditions for the drawing up of expert opinions

1. Objective of this agreement

In the drawing up of expert opinions there are some special features compared to other engineering services. These details are described and all work is carried out under the conditions specified here. These terms and conditions are accepted by the client by placing the order or by signing.

2. Dispatch of the items to be assessed

2.1. Sending and handing over of any further information

The client provides access to the object to be examined. Generally, the object will have to be delivered for inspection or analysis. The delivery of the object will be announced at least 2 days in advance. If expert opinions, assessments of the object or other information on the object already exist, which are useful for the creation of the assessment, these will also be sent.

2.2. Returning the item

The item(s) will - unless otherwise requested by the client - be sent by post or UPS to the specified return address. The costs of transport will be charged. The risk of loss during transport is borne by the customer. If desired, the item can be insured against loss. The additional costs will then be charged to the client.

3. Work and procedure for assessing the damage

If necessary, the object is examined using destructive test methods. If the client expressly does not wish any destructive tests to be carried out, these shall not be carried out, whereby the significance of the results may be reduced.

A report shall be drawn up, the scope of which shall be determined between the client and the contractor when the order is placed.

The report and the object shall normally be sent within 8 weeks of receipt of the object to a place to be designated by the client.

In the case that the damage caused by the item is more than € 5,000 or that personal injury has occurred, Prof. Dr. Willmerding will be informed by fax so that the storage and dispatch of the item will be carried out under special safety precautions. The extra charges are also covered by the client.

4. Liability of Prof. Willmerding

Prof. Dr. Willmerding will carry out the investigations to the best of his ability on the basis of the latest state of the art in science and technology as well as on the basis of existing knowledge and experience respectively on the basis of knowledge and experience gained during the duration of the order.

Liability shall be limited to the value of the item to be inspected and the expert opinion drawn up for this purpose.

However, no liability is assumed for the accuracy of the results, except in cases of intent or gross negligence. In the event of intent or gross negligence, liability shall be limited to the invoice amount.

No liability shall be assumed for consequential damages.

5. Costs

The costs of the analysis are billed on a time and material basis. At present, the following hourly rates are used as a basis, to which value added tax is added. When an order is placed, an upper cost limit can be set which is not exceeded without the client's consent.

Secretary	40 €/h
Dipl.-Ing.	90 €/h
Prof. Dr.-Ing.	160 €/h

In addition to the personnel costs, there are possible costs for the use of special equipment and - if necessary - travel costs. Furthermore, the costs for the shipment of the item will also be charged to the customer. In the invoice, the costs are broken down according to personnel costs, equipment costs, travel costs, insurance, storage and transport costs as well as the statutory value-added tax. When the order is accepted, a maximum cost limit can be agreed which may only be exceeded with the consent of the client. When the order is placed, an advance payment of 70% of the expected costs may be payable. The invoice must be paid by the client within 4 weeks of receipt of the expert opinion.

6. Place of jurisdiction

In the event of legal disputes, German law shall apply. Place of jurisdiction is Ulm.

Date, signature and stamp of the client