

General Terms of Contract

Status as of November 2022



§ 1 Performance Profile According to Contract

1 hhpberlin Ingenieurgesellschaft für Brandschutz mbH (referred to hereinbelow as hhpberlin), in its capacity as Contractor, performs Engineering Services in terms of work and consulting services, as a matter of principle.

2 Engineering Services regarding fire safety are not included in the performance profiles of the HOAI (Honorarordnung für Architekten und Ingenieure, Official Scale of Fees for Services by Architects and Engineers).

3 Performance profiles are oriented towards the proposal made by the "fire safety" working group of the AHO (Ausschuss der Verbände und Kammern der Ingenieure und Architekten für die Honorarordnung e.V., Committee of the Engineers' and Architects' Associations and Chambers of the Scale of Fees, registered association). In [performance profiles] being oriented towards said proposal, a division of services into basic services and special services is effected.

§ 2 Agreement of Fees

1 The fees shall be in accordance with the written agreements made by the contractual parties. They may be freely agreed upon [between Client and Contractor].

2 Due to Section 1 paragraph 2 hereof, the HOAI shall not apply.

§ 3 Time Fees

1 As a matter of principle, time fees are calculated according to a projection of the amount of time required and based on hourly rates pursuant to paragraph 2 or daily rates pursuant to paragraph 3, as the case may be. In case a projection of the amount of time required is impossible, the fees, as a matter of principle, are calculated according to the actual amount of time required, for which proof has been provided, and on the basis of hourly rates pursuant to paragraph 2 or daily rates pursuant to paragraph 3, as the case may be.

2 If services of hhpberlin are calculated on the basis of hourly rates, the following amount is charged per hour, as a matter of principle:

- for the managing director 175,00 €
- for engineers 140,00 €
- for drafting detailers and further staff performing technical or economic services 70,00 €

If services of hhpberlin are calculated on the basis of daily rates, the following daily rates are assumed as a matter of principle:

- for the managing director 1.750,00 €
- for engineers 1.400,00 €
- for drafting detailers and further staff performing technical or economic services 700,00 €

3 Without prejudice to the provisions as set out in paragraphs 2 and 3, the time fees may be freely agreed upon [between Client and Contractor].

§ 4 Ancillary Costs

1 Accounts for ancillary costs shall be rendered in a lump sum or upon individual proof being provided. Due to Section 1 paragraph 2 hereof, the HOAI shall not apply.

2 Ancillary costs shall in particular include the following:

- Mail and telecommunications charges,
- Expenses for copies of written expert reports, other documents or the like,
- Travel expenses.

§ 5 Payments

1 The fees shall become due and payable as soon as the services have been performed according to the agreement and an auditable final invoice for the fees has been submitted.

2 Interim payments may be demanded at appropriate time intervals for services rendered for which proof has been provided.

3 Ancillary costs shall become due and payable upon proof being provided or concurrently with the fees, at the latest.

4 Other forms of payment may be agreed in writing.

5 Due to Section 1 paragraph 2 hereof, the HOAI shall not apply.

§ 6 Final Inspection and Acceptance

1 If hhpberlin renders work performances, final inspection and acceptance shall be deemed to have been effected at the time set out in Section 5 paragraph 1 hereof, at the latest.

2 In case interim payments were agreed, the partial services shall be deemed to have been accepted at the time the interim invoice was presented.

§ 7 Requirement as to Written Form

1 Contractual agreements and collateral agreements must be made in writing in order to be effective.

2 To comply with these formal requirements, a transmission using telecommunications [devices] shall be sufficient.

§ 8 Place of Performance

1 If the contractual parties are merchants, legal entities under public law or special assets (Sondervermögen) under public law, Berlin shall be the place of performance.

§ 9 Liability

1 In case damage was culpably caused by hhpberlin, liability shall be limited to intention and gross negligence.

2 To cover possible damages, hhpberlin has taken out an engineer's liability insurance with HDI Versicherung AG under no. V-068-054-673-5. The coverage amounts to € 5,000,000.00 in case of personal injuries and € 5,000,000.00 for property damages and financial losses.

§ 10 Assignment of Claims

1 Claims against hhpberlin may only be assigned upon prior consent [having been granted] by hhpberlin.

§ 11 Confidentiality

1 The contractual parties undertake to treat any confidential information and data, company and business secrets that have become or will become known to them from the respective other contractual partner, with confidentiality and not to pass such [information, data or secrets] on to third parties.

2 The respective employees of the contractual parties are equally placed under obligation to maintain secrecy pursuant to paragraph 1 by the contractual parties.

3 For the protection of personal data, the Bundesdatenschutzgesetz (BDSG, Federal Data Protection Act) shall apply.

§ 12 Copyright

1 Any expert reports or other work produced by hhpberlin are protected by copyright pursuant to Section 1 of the Urheberrechtsgesetz (UrhG, German Copyright Law).

2 The Client acquires a simple right of use regarding the expert reports submitted by hhpberlin or other work protected by copyright pursuant to Section 2 of the Urheberrechtsgesetz, which shall be limited to the utilization of the work within the framework of the agreement concluded between the parties.

3 In particular, the Client shall have the right to produce copies of the work, whether temporary or permanent, irrespective of the method or number. The Client, however, shall not have the right to disseminate such copies pursuant to Section 17 of the Urheberrechtsgesetz.

4 The Client may neither revise nor restructure the work or convey the results, in particular in case of expert reports regarding individual buildings, to other parties.

5 Any form of publication of expert reports or other work protected by copyright pursuant to Section 2 of the Urheberrechtsgesetz that are produced by hhpberlin shall be permitted only after hhpberlin has granted its written consent.

6 Further rights of use may be granted to other parties by the Client only after hhpberlin has granted its consent.

7 The granted right of use shall be deemed to have been remunerated after the respective fees for the performance of contractual services have been paid.

§ 13 Place of Jurisdiction

1 If the contractual parties are merchants, legal entities under public law or special assets (Sondervermögen) under public law, the court having jurisdiction for the first instance shall be the court of jurisdiction at the place of performance.

2 If the Amtsgericht (Local Court) has jurisdiction for the first instance both geographically and in terms of subject matter, the Amtsgericht (Local Court) of Berlin-Charlottenburg shall be agreed to be the court of jurisdiction.

§ 14 Application of the Laws of the Federal Republic of Germany

1 In case hhpberlin has concluded an agreement with a foreign contractual party, German laws shall apply to such agreement.

hhpberlin

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