

TERMS AND CONDITIONS FOR CONTRACT DRILLING WORK

<u>Scope of validity:</u>	Our terms apply without limitations. Orderer's terms shall not apply under any circumstances, particularly if these have been used as the basis of the order and we have not explicitly objected to their contents.
<u>Delivery of the parts:</u>	At no charge to us.
<u>Pricing:</u>	<p>FCA (Incoterms 2020), excluding packaging and insurance. Any necessary packaging shall be invoiced at cost price and shall not be taken back.</p> <p>If there is a delay in carrying out the work for which we are not responsible, we are entitled to alter the prices according to changes in our costs during the delay period.</p> <p>Prices are quoted exclusive of the respective statutory value-added tax.</p>
<u>Payment:</u>	Net without deductions, within 10 days after receipt of the invoice.
<u>Offsetting claims:</u>	<p>Offsetting of Orderer's claims against our claims is excluded, unless Orderer's claims are undisputed or legally effective.</p> <p>This also applies to asserting the right to refuse services.</p>
<u>Warranty:</u>	<p>Recognisable defects must be reported to us within two weeks after delivery, other defects within two weeks after their discovery, otherwise Orderer loses all rights to claim against defects.</p> <p>If our work is deficient, we will repeat the affected work process free of charge. Further claims based on defects are – as far as legally permissible – excluded.</p> <p>Any claims based on defects are time-barred after one year.</p>
<u>Place of jurisdiction:</u>	Place of performance is 72581 Dettingen/Erms, Germany, place of jurisdiction is 72574 Bad Urach, Germany. These Terms and Conditions are governed exclusively by the laws of the Federal Republic of Germany.
<u>Note:</u>	This is a translation of the German version. In cases of uncertainty of conflict, the German version shall prevail.
<u>Issue:</u>	April 2022.

TBT TIEFBOHRTECHNIK GMBH + CO, 72571 Dettingen/Erms