



General Terms and Conditions

TECKOS GmbH
 Karl-Wackenhut-Straße 1
 72213 Altensteig-Überberg

A.	APPLICATION OF THE GENERAL TERMS AND CONDITIONS (AGB)
I.	The following General Terms and Conditions of the TECKOS GmbH (hereafter TECKOS) apply exclusively to all supplies and services as well as pre-contractual obligations with tradesmen, legal persons or legal entities under public law (hereafter referred as the CUSTOMER). Such terms and conditions are deemed accepted at the latest upon receipt of goods and services delivered. Contrary or deviating terms and conditions of the customer are not recognized unless specifically permitted by TECKOS in writing. The General Terms and Conditions also apply if TECKOS is aware of contrary or deviating conditions to those of the customer and delivers goods or service to the customer without reservation. Insofar that reference is made to the German Civil Code (BGB) or the German Commercial Code (HGB) these may be reviewed under: https://www.gesetze-im-internet.de/bgb/ and/or http://www.gesetze-im-internet.de/hgb/ .
II.	The General Terms and Conditions are made up of the following regulation sections: B. General regulations C. Special terms of sale for the supply of system components D. Special provisions for works, assembly and repair services E. Special provisions for planning and calculation services
III.	The General Terms and Conditions apply to all pre-contractual obligations as well as present and future contracts between TECKOS and the CUSTOMER, whereas the 'General Regulations' in section B apply always to all TECKOS services. In addition the following also applies: - for purchase and supply contracts with special sales and supply terms and conditions in accordance with Section B, insofar that the goods were assembled by TECKOS, then section D of these Terms and Conditions also applies - for service contracts with special work and assembly, maintenance and repair in accordance with Section D of these General Terms and Conditions - for special planning and calculation services in accordance with Section E of these General Terms and Conditions.
IV.	The General Terms and Conditions also apply to all future contracts within the business relationship.
B.	GENERAL REGULATIONS
1.	Tenders, Conclusion of Contract, Documentation
1.1	TECKOS's quotations and price lists are non-binding. The quotation signed by the CUSTOMER is binding and may be accepted by TECKOS within 4 weeks.
1.2	The contract shall take effect essentially upon written confirmation of the order through TECKOS and/or the signing of a written agreement through TECKOS, at the latest however upon provision of the respective service through TECKOS.
1.3	Drawings, illustrations, measurements, weights, color specifications and other service data are only binding if included in the order confirmation and/or technical drawings. Information, service data and illustrations included in catalogues, brochures and other documents are non-binding and may be amended at any time.
1.4	TECKOS reserves the right to make reasonable changes to goods and services provided in respect of content, weight, color specification within commercially and technically recognized rules of sound engineering practice.
1.5	The bases for our quotations are the technical and construction specifications provided to us by the CUSTOMER, including the details of our offer. If it transpires, after the contract has been concluded, that specifications and/or construction and technical requirements in the contract are not in line with actual specifications and requirements, TECKOS will immediately inform the CUSTOMER and explain all adjustments and any resulting additional costs.
1.6	If once the contract has been concluded, additional services, adjustments, or new contractual principles not included in the contract are required or are instructed by the CUSTOMER, which will change the original contractual price calculation, a new price must be agreed.
2.	Deadlines, Transfer of Risk, Partial Shipments and Services, Forces of Nature, Delays, Import Formalities
2.1	Deadlines for shipments and services start at the earliest when the order confirmation is sent by

	TECKOS and are only binding if confirmed by TECKOS in writing or electronically. The time period for delivery and service starts when there has been agreement on all relevant technical details and the customer's contract obligations, especially that the customer provides required approvals and permit documentation and that prepayments have been received. Due to our special and individually customized manufactured products the customer cannot make claims for later shipment lower than 14 days, unless agreed otherwise in writing.
2.2	Unless otherwise agreed in a purchase and delivery contract, the delivery due date has been met when TECKOS informs the CUSTOMER that their goods are ready-to-ship.
2.3	Purchases (goods delivered) by TECKOS unless otherwise agreed in writing are EX WORKS (Incoterms 2010). The risk of accidental loss or damage transfers to the CUSTOMER as soon as the contractual goods are made available to the CUSTOMER. TECKOS will inform the CUSTOMER that the goods are ready-for-shipment e.g. by electronically sending the delivery note to the CUSTOMER.
2.4	Insofar that Incoterms for purchases and services other than those agreed in writing in Section 2.3 apply; then the 2010 Incoterms apply. The transfer time point for risk of accidental loss or damage of goods then goes over to the CUSTOMER in accordance with the time point stated in the 2010 Incoterms.
2.5	In the event that goods need to be shipped, the risk of accidental loss or damage transfers to the CUSTOMER immediately upon handing over good to the transport company. In this case TECKOS is only liable for selecting the correct means of travel and route, only in the case of gross negligence and/or intent. Insofar that other Incoterms have not been agreed, TECKOS can upon request of the CUSTOMER arrange for transport insurance at the expense of the CUSTOMER. The CUSTOMER must inform TECKOS and the transport company of any transport damages immediately in writing.
2.6	In the case of factory, installation or repair services through TECKOS, risk transfers with the acceptance of partial services/goods, otherwise at the latest at full acceptance.
2.7	TECKOS has the right to make partial deliveries and services; insofar they are reasonable for the CUSTOMER. TECKOS has the right to insist on partial acceptance.
2.8	In the case of force majeure and other unforeseeable, extraordinary and involuntary circumstances e.g. strikes, malfunctions, lock-outs, official regulations or material procurement difficulties, also at sub-suppliers, TECKOS is not required to uphold the agreed delivery and service obligations. TECKOS will inform the CUSTOMER of the respective circumstances immediately. The above circumstances allow TECKOS to postpone final shipment by the time delay caused by the disruption and with a reasonable start-up period. If due to the above circumstances (partial) delivery and/or (partial) provision of services become impossible or unreasonable, then TECKOS is released from its contractual obligations. If the disruption is longer than 3 months, then both parties may terminate the contract in respect of goods/services not yet provided. In respect of partial services/goods provided the mutual rights and obligations between the contractual parties remain. If contract duration extends due to circumstances mentioned above or TECKOS is released from its shipment obligations, the CUSTOMER has the right to claim damages.
2.9	If the delivery of goods and services are postponed upon request of the CUSTOMER or for other reasons within their area of risk, TECKOS has the right to charge actual costs e.g. on-site storage costs at TECKOS including a handling fee of EUR 500 for every month commenced. TECKOS is entitled to assert its rights and other claims due to acceptance delays, after requesting acceptance of goods and services; and after a reasonable grace period to dispose otherwise of the goods and/or ship to the CUSTOMER after a reasonable delivery period extension. This particularly includes the right to claim more extensive damages e.g. all additional costs, especially those claims in accordance with Section 642 of the German Civil Code (BGB).
2.10	Insofar that the contractual parties do not agree otherwise, the CUSTOMER must bear all costs in respect of shipments/services abroad including all import formalities and fees (excise and duties) as well as any other import costs. Import or currency restrictions of foreign countries do not affect the applicability of the contract with TECKOS. If the CUSTOMER is unable or will not accept the delivery as a result, TECKOS must be reimbursed for the all damages resulting thereof, including any lost profit.
3.	The CUSTOMER's Duty to Cooperate
3.1	The CUSTOMER must provide TECKOS with the following information and documentation before the contract is concluded: <ul style="list-style-type: none"> - customized technical drawings - VAT (Sales tax) number, if available and/or relevant - The following due dates: <ul style="list-style-type: none"> Assembly start date Assembly close date Shipment date - Unloading and storage location at or away from the installation location.
3.2	Unless otherwise agreed or appropriate, the employee representing the CUSTOMER, who is in contact with TECKOS has adequate powers of attorney and competences and is available during normal business hours for questions, coordination and agreement of amended or additional goods/services throughout the duration of the business relationship.
3.3	The CUSTOMER is responsible for obtaining all necessary, especially official approvals and consent for measures, especially the obtaining of building permits and notifications to the authorities. The CUSTOMER must inform and provide documentation, if applicable, upon the request of TECKOS

	before shipment and services.
3.4	The CUSTOMER is obligated to adhere to all applicable legal regulations, especially safety regulations relevant to them as owner and main contractor.
3.5	Insofar that TECKOS is obligated to ship and install goods and services at the installation site, the CUSTOMER has the following duties of cooperation: <ul style="list-style-type: none"> - The CUSTOMER must provide TECKOS employees or third parties commissioned by TECKOS access to the installation site. - If it has been agreed that TECKOS delivers and unloads goods, then the CUSTOMER is required to provide dry, lockable, appropriate and sufficient storage space at the installation site, so that for the duration of the installation no relocation is necessary. - Unless otherwise agreed, the customer must provide TECKOS the following facilities free of charge: <ul style="list-style-type: none"> • Toilets (with sink) • Electricity
3.6	The CUSTOMER is obligated to notify and label electricity, gas, water and other connections respectively, on walls and ceilings.
3.7	Unless otherwise agreed, the CUSTOMER is obligated to dispose of packaging materials at their own expense, by providing sufficiently sized transportable containers.
3.8	The CUSTOMER is obligated to provide dry and secure (anti-theft) storage facilities for materials and for goods delivered by TECKOS and not yet paid. The CUSTOMER is furthermore obligated to insure materials, especially those delivered by TECKOS but not yet paid, against theft, fire and/or damage to a sufficient amount until the time point of transfer of risk and ownership.
3.9	In case the customer breaches his acceptance or cooperation obligations and TECKOS is unable to fulfill the order, then the agreed service and delivery period extends by the duration of the hindrance, including a reasonable time period to resume business.
3.10	Furthermore, TECKOS is entitled to claim for additional costs and/or costs resulting from the hindrance and/or prolonged service and delivery time periods (e.g. storage costs, personnel costs due to waiting times, additional delivery costs and travel costs) as a result of the breach of legal acceptance and cooperation obligations. These additional costs may be invoiced separately and due with immediate effect.
4.	Prices and Payment
4.1	All prices in the price list and orders are quoted, unless otherwise noted, Ex Works, net plus the legal sales tax (value added tax) on the invoice date including packaging, transport and insurance, insofar that these apply. If TECKOS is required to pay further taxes or fees at the delivery location, then the customer is obligated to reimburse us.
4.2	Unless otherwise agreed, transport packaging costs are calculated at 2% of the net invoice amount.
4.3	Hourly rates are invoiced on the basis of each half hour commenced. Work completed not within normal working hours (7:00 hours to 17:30 hours and which exceed a dialing work time of 7 hours, as well as weekend work or on public holidays (those relevant at our location in Altensteig-Überberg) are charged at 1.5 times the agreed hourly rate.
4.4	Unless otherwise agreed, all travel costs and travel time plus expenses are charged separately at an hourly rate. Travel time is invoiced in line with Section 4.3. Travel expenses are additional expenses that result from business travel. This includes transport and flight costs, subsistence and accommodation costs as well as verified incidental costs e.g. parking fees, luggage storage. With the exception of car travel, other travel expenses must be invoiced providing receipts; car travel is invoiced at EUR 0.50 (cent) per kilometer. All rental and transport costs for measuring and testing appliances are charged per calendar day.
4.5	Unless otherwise agreed, TECKOS's invoices are due in full immediately without deduction. Especially discounts require a separate and explicit agreement in writing.
4.6	All costs for invoice preparation will be charged to the CUSTOMER. Payment may be viewed as on-time if the invoice sum has been received on TECKOS's bank account in full and within the respective payment period.
4.7	If the customer defaults on payment, then TECKOS is entitled to charge statutory default interest and statutory collection expenses.
4.8	If the CUSTOMER defaults on payment for more than 14 days or becomes insolvent and/or has applied for bankruptcy, or proceedings opened and rejected due to lack of sufficient assets, then TECKOS is entitled to execute outstanding deliveries only upon prepayment or subject to provision of securities.
4.9	TECKOS is not bound by prices in respect of follow-up contracts.
5.	Material Defects
5.1	Claims for defects or damages resulting from the improper treatment or operation not in line with the normal use of TECKOS's goods and services are excluded. The same applies for defects or damages resulting from excessive use and wear and tear or due to inappropriate use not within the intentions of the contract. Permissible deviations or normal variations (tolerances) are not material defects.
5.2	In the case of material defects, the CUSTOMER is obligated – in accordance with legal requirements – to request TECKOS rectify any such material defects within an appropriate time frame and not less than 4 weeks.
5.3	If it is established that the material defects asserted by the CUSTOMER do not actually exist and/or are not due to a breach of duties by TECKOS, then TECKOS is entitled to invoice the CUSTOMER for all

	investigative and analysis expenses plus any other handling fees, including time traveled at an hourly rate as well as all materials, travel expenses and subsistence costs in accordance with Sections 4.3 and 4.4.
6.	Liability
6.1	<p>TECKOS is liable for damages and compensation in accordance with Section 285 of the German Civil Code (BGB) if it has breached its contractual and non-contractual obligations only</p> <ul style="list-style-type: none"> - if based on intent or gross negligence - in case of negligent or deliberate injury to life, limb or health - as a consequence of a quality or durability guarantee - in the case of gross negligence or intent to breach contractual obligations. Essential contractual obligations are those which are indispensable to fulfilling the contract purpose and on which the CUSTOMER can rely upon (so called cardinal obligations). - If damages result from the willful and fraudulent concealment of a defect - in case of a strict liability under the German Product Liability Act for personal injury or damage to private property. - or due to other mandatory obligations.
.2	Furthermore, TECKOS is also liable for ordinary negligence in respect of breached contractual obligations. Essential contractual obligations here are those which are indispensable to the fulfilling the contract purpose and on which the CUSTOMER can rely upon (so called cardinal obligations). In this case damages and expenses are limited to the total value of the insurance sum of TECKOS's business liability insurance, to a maximum amount which is reasonable foreseeable damage that is typical of the contract.
6.3	In addition, TECKOS is also liable for material damages as well as collateral, indirect and unforeseeable damages, defects and consequential damages, especially lost profit, income loss, lost production and use. This also applies to damages resulting from data loss.
6.4	Any limitations of liability in this General Terms and Conditions, especially those limitations on liability in Section 5.2 do not apply, if intent or gross negligence, negligent or deliberate injury to life, limb or health or as a consequence of a quality or durability guarantee or due to willful and fraudulent concealment of a defect are proven.
6.5	In as far that TECKOS's liability is excluded or limited, this also applies to the personal liability of employees, employees representatives and agents.
6.6	The above provisions do not entail any change in the burden of proof to the detriment of the CUSTOMER.
7.	Counterclaims, Retention Rights, Assignment
7.1	The CUSTOMER is not entitled to off-set payments against counter claims, unless they are acknowledged, undisputed and legally established.
7.2	The CUSTOMER is only entitled to exercise their right of retention, insofar that their counter-claims are based on the same contractual relationship.
7.3	Without prior written consent of TECKOS, the CUSTOMER is not allowed to assign to the contract or rights thereof to third parties.
7.4	TECKOS is entitled to have services performed also by third parties.
8.	Contract Termination
8.1	TECKOS is entitled, after advanced written notice, to terminate the contract (the production and delivery of goods and services) without observing the notice period if (a) insolvency proceedings pertaining to the CUSTOMER or the personally liable shareholder are in progress or (b) the CUSTOMER has violated any essential provisions of the said contract or has not complied with their obligations to TECKOS.
8.2	Notice of termination must be given in writing.
9.	Confidentiality, Property Rights, Data Protection
9.1	The customer is obligated to treat any information which is not general knowledge, whether commercial or technical, which become known during the course of the business relationship as confidential and only to make this information available to third parties with the explicit approval of TECKOS. The confidentiality clause shall remain in force even after contract termination.
9.2	The CUSTOMER is obligated not to violate the property rights of third parties with respect to all documents, devices and suchlike provided by TECKOS. TECKOS will inform the CUSTOMER of third party property rights. The CUSTOMER must release TECKOS from any third party claims and compensate for any damages resulting thereof. In case TECKOS is prohibited to carry out works, production and shipment by any third party claiming property rights then TECKOS is entitled – without examination of the legal situation – to suspend work and to demand reimbursement of expenses incurred by TECKOS. Any documents, devices and suchlike left at TECKOS which did not result in an order, shall upon request be returned to the CUSTOMER against reimbursement of cost.
9.3	TECKOS reserves the ownership rights and copyright of all samples, models, drawings, cost estimates, calculations, prototypes and similar information be it property or intellectual rights – also in electronic form, even if the customer has fully or partially paid the production costs. The above information and similar information must not be made available to third parties without the explicit written approval of TECKOS. If the contractual partner receives such information during contract negotiations, they are obligated to return such information to TECKOS free of charge, if a contract does not come into effect.

9.4	The CUSTOMER agrees to TECKOS storing and processing personal data other than those of ZECH GROUP – insofar that it is necessary and usual for the fulfillment and execution of the business relationship and/or internal analyses as permitted by law. The data will only be used for customer care relations, unless forbidden by the CUSTOMER in accordance with Section 28(4) of the Federal Data Protection Act (BDSG). If required and permitted by law, CUSTOMER signatories will be verified for creditworthiness in respect of third parties, especially to commercial credit insurance companies, whose evaluations may also be made available to other third parties.
10.	Violation of Export and Embargo Stipulations
10.1	The supply and shipment of TECKOS products may be fulfilled insofar that they are not contrary to national and international export regulation, especially embargos and other sanctions. The CUSTOMER is obligated to provide all necessary information and documents that are required for shipment and export. Delays due to export inspections or approval procedures invalidate the delivery terms. If required approvals are not provided and therefore supply and shipment is not admissible, then the contract in relation to the relevant components is deemed as not concluded.
10.2	TECKOS is entitled to terminate the contract without prior notice, if the termination is deemed necessary to uphold national and international statutory law. In the event of such a termination, the CUSTOMER is excluded from damage claims and other rights against TECKOS.
10.3	The CUSTOMER must uphold both at home and abroad all relevant regulations in respect of national and international (re)export control laws when forwarding TECKOS's goods, services and respective documentation on to third parties, irrespective of how they are forwarded or the type of work or service.
11.	Service, Payment and Fulfillment Location, Written Form, Contractual Language, Applicable Law, Place of Jurisdiction, Dispute Settlement, Severability Clause
11.1	The fulfillment location for all payments and services pertaining to the contract relationship between TECKOS and the CUSTOMER is Altensteig, Germany. This also applies if TECKOS renders services at another location or these have to be reversed. Agreement on payment of costs in no way affects the above mentioned place of fulfillment. In particular, it must be made clear that the application of Incoterms 2010 have absolutely no impact on determining the place of fulfillment and/or court of jurisdiction.
11.2	Amendments and additions to the contract as well as ancillary agreements must be in writing. This shall also apply to any waiver of this stipulation requiring the written form.
11.3	The contract language is German. If there are contradictions between the foreign-language version and the German version, then the German version shall prevail.
11.4	Conditions shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).
11.5	Provided that the conditions of Section 38 ZPO (civil process order) are given, the parties agree to the court of jurisdiction in respect of disputes relating to the contract relationship exclusively as Altensteig, Germany. There will be no settlement dispute procedure in front of an arbitration board. Actions may also be filed against the CUSTOMER at a court at their registered offices.
11.6	If a provision of these General Terms and Conditions or thereof commissioned be invalid, this will not affect the validity of the remaining provisions of this contract. This especially applies when the invalidity relates to a single provision or sections thereof. Any invalid provision shall be deemed replaced by a valid provision which comes closest to the intention of the contractual partners and the commercial purpose of the contract.
C.	SPECIAL SALES AND DELIVERY TERMS
12.	Property Rights – Expanded and Extended
12.1	TECKOS shall retain ownership of goods shipped until payment has been made in full by the CUSTOMER. Reservation of ownership extends to the recognized balance to the extent that our claims to the CUSTOMER are settled from their current account (checking account reservation).
12.2	The CUSTOMER must inform TECKOS of any court seizures or of any other third part claims immediately, so that TECKOS can file a lawsuit pursuant to Section 771 ZPO (German Code of Civil Procedure). Insofar, that third parties are unable to reimburse TECKOS for judicial and extra-judicial costs in accordance with Section 771 of the German Code of Civil Procedure (ZPO) then the CUSTOMER shall be liable for any such losses incurred.
12.3	The CUSTOMER is entitled to resell during the ordinary course of business goods delivered by TECKOS, insofar that an extended and prolonged retention of ownership provision exist between the CUSTOMER and their contractual partner. The CUSTOMER now already assigns all claims equal to the amount of the final invoice (including value added tax), that arise from reselling goods to their customers or third parties and irrespective of whether the said goods were resold before or after processing. The buyer shall have the right to collect these debts even after they have session. TECKOS's right to collect such claims remains unaffected. TECKOS however is obligated not to collect such receivables, so long as the CUSTOMER correctly meets his payment obligations and is especially not in default of payment and no insolvency proceedings have been filed. In the event of payment default or an insolvency request the CUSTOMER discloses to TECKOS the assigned claims and respective debtors and provides all necessary information for collection, surrenders all relevant documentation and informs the debtor (third party) of the assignment.
12.4	The reworking or remodeling of the goods delivered by the CUSTOMER is always on behalf of TECKOS. If these goods are combined or processed together with other goods not belonging to

	TECKOS, then TECKOS immediately receives proportional joint ownership of the new item in relation to the value of the combined item. Apart from this the same shall apply for the item purchased, subject to retention of ownership. The CUSTOMER shall retain sole ownership and/or co-ownership on behalf of TECKOS.
12.5	TECKOS is obliged to release securities held by us on request from the customer, subject to selection, if the realizable value exceeds 10% of our claims to be secured. The choice of collateral for release is subject to the discretion of TECKOS.
12.6	The CUSTOMER is obligated to carefully and diligently store the property of TECKOS and must insure it against theft and fire, at their expense.
13.	Material Defects, Statutes of Limitation
13.1	The claim for defects by the CUSTOMER requires that they have fulfilled their obligations to inspect and reprimand adequately in accordance with Section 377 of the German Commercial Code (HGB). The CUSTOMER must reprimand obvious defects and such that are recognizable on proper inspection immediately and no later than 3 days after delivery, in writing. Unobvious defects and such that are not recognizable on proper inspection must be reprimanded immediately and no later than 3 days after their discovery, in writing.
13.2	Statutory provisions apply in respect of CUSTOMER rights concerning material or legal defects for the sale and shipment of newly manufactured TECKOS products, unless otherwise specified in these General Terms and Conditions.
13.3	Above and beyond the provisions of Section 5.1, justifiable defects and damages resulting from incorrect installation, use, assembly or operation of the goods delivered by the CUSTOMER or third parties on behalf of the CUSTOMER, especially contrary to manufacturer requirements will not be entitled to claims for defects. The same applies for defects or damages resulting from improper maintenance (e.g. non adherence to maintenance intervals set by the manufacturer and/or maintenance carried out by unqualified persons). Furthermore, justifiable defects or damage, that result from the components being incorrectly replaced by the CUSTOMER or third parties commissioned through them or materials are utilized which are not in accordance with original specifications and which impair the functionality of the goods supplied by TECKOS are not entitled to defect claims.
13.4	Insofar that a defect of goods exists, it is at the discretion of TECKOS whether to remove the defect through repair or replace the defect good through a new defect free one. TECKOS is obligated in the case of rectification to bear all relating costs, especially transport, route, work and material costs, insofar that these do not increase should the goods have been relocated to another location other than the original place of fulfillment, unless the relocation complies with the intended use of the product or is agreed in the contract.
13.5	CUSTOMER claims for material defects will lapse one year after risk transfer. This does not apply if Section 438 (1)(2) of the German Civil Code stipulates longer deadlines or in case of damage claims in respect of injury to life, limb and health and/or due to gross negligence with intent to cause damage by TECKOS or their agents. The legal statutes of limitation apply. A potential liability due to an explicit written guarantee in accordance with Section 444 of the German Civil Code (BGB) or due to the fraudulent concealment of the defect, remains unaffected.
D.	SPECIAL TERMS - WORKS, ASSEMBLY, REPAIRS
14.	Invoicing
14.1	Unless otherwise agreed TECKOS's work, assembly and repair services are invoiced at an hourly rate plus materials. TECKOS's current hourly rates and material prices plus sales tax apply, however not lower than the customary prices agreed in Altensteig, Germany. Section 4.3 and 4.4 of the General Terms and Conditions apply.
15.	Acceptance
15.1	The CUSTOMER must accept the goods, when the goods/services as contractually agreed have been manufactured by TECKOS and despite of insignificant defects.
15.2	If services are provided on the premises of the CUSTOMER, goods/service acceptance must occur upon completion of the works on the said completion date as instructed by TECKOS. If for other reasons acceptance through the CUSTOMER is not at this point in time, TECKOS will set a reasonable additional period of time for acceptance, in writing. If the goods/services are not accepted within the set acceptance period, due to lack of reaction or cooperation, then the contractual goods/services shall be deemed as accepted. Acceptance shall likewise be deemed valid if TECKOS's goods are already in use or at the latest when the complete goods are operating.
15.3	If acceptance is delayed due to reasons within the area of risk of the CUSTOMER then Section 3.11 applies.
15.4	A record must be made of the acceptance and must be signed by both contractual partners. TECKOS may be represented by a third party during the acceptance procedure and signing
15.5	The CUSTOMER is obligated to ensure that the signatory in attendance at the acceptance has the respective powers of authority.
16.	Material Defects, Statutes of Limitation
16.1	The statutory provisions for the CUSTOMER apply with regard to material defects in works, assembly, repairs and operation, unless otherwise stated in the General Terms and Conditions of TECKOS.
16.2	CUSTOMER claims for material defects lapse one year after acceptance. This does not apply if Section 634 (1)(2) of the German Civil Code (BGB) states longer deadlines or allows for damage claims due to

	injury to life, limb and health and/or due to gross negligence with intent on the part of TECKOS or their agents. The legal statutes of limitation apply. A potential liability due to an explicit written guarantee in accordance with Section 444 of the German Civil Code (BGB) or due to the fraudulent concealment of the defect, remain unaffected.
E.	SPECIAL TERMS – PLANNING SERVICES
17.	Documentation, CUSTOMER Information – TECKOS Liability Scope
17.1	Insofar that TECKOS plans individually customized fire and sound insulation solutions for the CUSTOMER, they are obligated to provide TECKOS with all the necessary information and documentation required for their correct preparation, especially those stated in Section 3 of the General Terms and Conditions, in good time and free of charge.
17.2	TECKOS is not liable if project delays result due to the untimely submission of information and documents from the CUSTOMER. In particular TECKOS is entitled to charge for any additional costs, especially as a result of the delayed submission of information, documents and other cooperation obligations by the CUSTOMER.
17.3	If plan calculations are incorrect due to incorrect or incomplete documents and information provided by the CUSTOMER or if they have not fulfilled their other obligations to cooperate, then TECKOS is not liable for any planning errors. TECKOS is especially entitled to charge additional costs that result from the incorrect and incomplete submission of information and documents or breach of obligations to cooperate by the CUSTOMER, especially those costs which require planning calculations and work to be repeated as well as costs for delay.
18.	Acceptance
18.1	If the contract includes the preparation of planning and calculations for works, excluding other assembly or delivery services, the CUSTOMER is obligated to formally accept the planning and calculations if prepared as contractually agreed and despite of insignificant defects.
18.2	The CUSTOMER must accept the planning and calculation works provided to them at the latest within two weeks and in writing.
18.3	The acceptance of planning and calculation works shall be deemed as valid if the CUSTOMER completes this within the specified time limit, despite being obligated to do so. Acceptance shall likewise be deemed valid if the customer utilizes the planning and calculation works in respect and as a base for planning and installing goods/services provided.
19.	Material Defects, Statutes of Limitation
19.1	Sections 16.1 and 16.2 apply in respect of material defects in planning services carried out by TECKOS.