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General Terms and conditions Moeller Operating Engineering GmbH

A. General provisions

Moeller Operating Engineering GmbH (M.O.E.) operates as independent engineering firm and certification body. M.O.E. acts in impartial and neutral manner.

The general terms and conditions in their respectively latest version shall apply to all services of M.O.E., even if their application is not separately agreed.

B. Scope and execution

Type and scope of the services of M.O.E. depend on the agreements made; the regulations applicable at the time of inspection and/or examination have to be applied at all times, subject to express separate agreement.

The client has to create all preconditions in order to facilitate a proper and smooth performance of the services by M.O.E.. To the extent required, M.O.E. is to be granted access and the right to inspect without restrictions.

Any information, drawing documents etc. required for the execution of the tasks and activities of M.O.E. have to be made available in good time. M.O.E. shall be entitled to have partial tasks carried out by third parties in agreement with the client.

C. Confidentiality

M.O.E. shall maintain confidentiality with regard to all documents and other information which it receives in connection with the orders placed. Documents and information may only be passed on with the consent of the party authorised to dispose of such documents and information. This shall also apply in case that M.O.E. has to make use of third parties in order to fulfil its tasks.

The obligations of M.O.E. for disclosure of such information under German law, due to governmental order, decree, ordinance or court order shall insofar remain unaffected. If the disclosure or passing on to third parties occurs under German law, the client shall be informed thereof, unless this is prohibited by law.

D. Remuneration

The services of M.O.E. are to be remunerated according to the price listed in the offer.

Additional expenses which arise, for example, due to inadequate organization on the part of the client or due to repeated examinations or tests and for which M.O.E. is not responsible, shall be charged separately at the respective valid rates.


If the client provides incorrect or incomplete invoice data at the time of the order and this results in additional expenses on the part of M.O.E. in the form of necessary invoice corrections, a service fee of 30 € per invoice to be corrected shall be charged. M.O.E. must be informed immediately of any changes to the invoice data.

For orders running longer than one month, monthly interim invoices can be issued. Partial services of M.O.E. from an order which are self-contained and usable for the client are to be accepted by the client and paid against a separate invoice. M.O.E. is entitled to demand advance payments if necessary.

E. Maturity of the invoices

1. The remuneration for all services performed by M.O.E. is due for payment without deduction 14 days after invoicing. In case of default, M.O.E. shall be entitled, subject to further claims, to claim default interest in the amount of 9% above the base interest rate according to § 288 para. 2 BGB, to withhold reports and other documents and/or to suspend or revoke the validity of reports.

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2. The commercial as well as any other right of retention of the client is excluded. The set-off with counterclaims of the client is also excluded, unless the counterclaim is undisputed or legally binding or is based on gross breach of contract by M.O.E.

F. Liability

1. The liability of M.O.E. for material defects is limited to supplementary performance within the scope of a contract for work and services. If this fails, the client shall be entitled to a reduction of the remuneration or to rescission of the contract, without prejudice to the right under § 637 BGB. 2.

2. Any claims of the client for material defects shall become statute-barred one year after the acceptance of the services of M.O.E. by the client, unless the defect was fraudulently concealed by M.O.E. or caused intentionally.

3. Otherwise the liability of M.O.E. - as far as it does not concern the violation of an essential contractual obligation - is limited to five times the remuneration for the respective individual service of M.O.E. in the case that an obligation from the contractual relationship with the client is violated negligently. This limitation of liability shall also apply to claims for damages of the client in case of negligent tort on the part of M.O.E.. In case of a slightly negligent breach of an essential contractual obligation the liability of M.O.E. is limited to the contract-typical foreseeable damage. As far as M.O.E. is charged with intent or gross negligence, it shall be liable according to the statutory provisions. The same shall apply to any statutory strict liability of M.O.E..

4. Personal liability of the organs or vicarious agents of M.O.E. is excluded, unless they act intentionally or grossly negligent.

5. M.O.E. explicitly points out to the client that he has the possibility to agree on a more extensive liability with M.O.E.. However, it is a prerequisite that the client demands a higher liability from M.O.E. and is willing to pay the premium for the additional insurance cover accruing to this extent and that the insurer of M.O.E. agrees.

6. Claims for damages outside the claims under the contract for work and services due to a defect with the exception of such claims arising from unlawful acts and/or according to the Product Liability Act shall become statute-barred one year after acceptance of the respective performance of M.O.E. by the client, unless M.O.E. is charged with intent or fraudulent intent.

7. Instead of the limitation provisions and liability limitations contained in section F above, the statutory provisions shall apply insofar as it is a matter of injury to life, body, health or freedom.

G. Setting of a period of grace by the client

The setting of a deadline for performance on the part of the customer must be reasonable. The reasonableness shall always be based on the agreed delivery time stated in the respective offer.

The setting of a grace period by the client shall only be reasonable if M.O.E. has been given the opportunity to complete the work. In case of plant assessments / plant certifications at least all data mentioned in the offer or required according to the relevant guidelines must have been submitted to M.O.E. by the client.

The plant appraisal / plant certification is very time-consuming, so that a period of grace set must be at least 4 weeks; whereby this must not shorten the delivery time agreed upon and named in the offer.

H. Place of performance – place of jurisdiction – applicable law

1. Place of performance for all obligations arising from or in connection with the order is the registered office of M.O.E., unless otherwise stated in the order.

2. Place of jurisdiction for all disputes arising from and in connection with this contract is the competent court at the registered office of M.O.E.. However, M.O.E. is also entitled to sue the client at any other legal place of jurisdiction.

3. The execution of the order and all claims arising in connection with the order shall be governed by German law.