

§ 1 General - Scope

- (1) The following terms and conditions apply exclusively to all offers and business relationships that we enter into for the first time, continuously and in the future with entrepreneurs within the meaning of § 14 BGB (hereinafter referred to as contract partner or contractor).
- (2) Deviating, conflicting or supplementary general terms and conditions do not become part of the contract, even if they are known, unless their validity has been expressly approved in writing. They only apply to the business for which they were made.

§ 2 Order and conclusion of contract

- (1) Our requests to submit an offer are non-binding and subject to confirmation, unless they are expressly designated as binding.
- (2) We are entitled to accept submitted offers within two weeks in the form of an order confirmation. Furthermore, we reserve the right not to accept offers, even without a written statement or reason. In doubt, our silence means rejection.

§ 3 Transfer and exchange of documents and information

- (1) We reserve ownership and copyrights to all documents provided to the contractor. These documents may not be made accessible to third parties, unless we express our consent to the contractual partner in writing.
- (2) The contracting parties commit themselves to return all documents submitted for the processing of orders immediately and completely or to destroy or delete them if a contract is not concluded.
- (3) The contracting parties agree to nominate respectively a contact persons before the start of the project.

§ 4 Execution and payments

- (1) The contractor is obliged to carry out all work in time and according to the specifications. Any delays in execution must be reported to us immediately.
- (2) If the service has been performed properly, we undertake to pay the agreed remuneration within 30 days after invoicing or an equivalent payment schedule.
- (3) We reserve the right to make changes to the contract even after the contract has been concluded.
- (4) If the contractor is in arrears with the provision of services or there are reasonable doubts about the completion of the order in time, we reserve the right to suspend payment of the agreed remuneration until the service has been rendered in full.
- (5) Any price adjustments by the contractor due to unforeseen costs must be reported to us immediately and can only be made by mutual agreement.

§ 5 Early termination of the contractual relationship

In case of termination of the contract by the contractor without good cause before the completion of the work or if the contractor refuses to provide the full performance, the contractor agrees to pay a reasonable compensation. We reserve the right to claim further damage.

§ 6 Transfer of risk, acceptance and default of acceptance, withdrawal

- (1) The risk only passes to us after written confirmation of the contractual performance and a related acceptance of the work.
- (2) Acceptance of the work will only take place after the work has been rendered in accordance with the contract. In case of doubt, silence on our part does not count as acceptance. In the event of defects, we reserve the right to refuse acceptance until successful and complete rectification.
- (3) We reserve the right of withdrawal of the contract if the performance is not or not in accordance with the contract.

§ 7 Ownership and rights of use and changes in design results

We are granted the right to use, modify and further develop the contractual performance produced by the contractor.
New developments of all kinds that arise during the execution of the contract are our property

§ 8 Performance benchmark, notice of defects, warranty and liability

- (1) The contractor undertakes to provide the work in accordance with the generally accepted rules of technology and in compliance with the industry's usual care. Our specifications are decisive for the provision of work and services.
- (2) Obvious defects must be reported by us within seven days after the service has been provided.
- (3) Costs incurred in the event of supplementary performance are to be borne by the contractor.
- (4) Liability for damage to life, body and health that is based on a negligent or willful breach of duty by us, our legal representatives or our agents, is based on the statutory provisions.
- (5) Claims for damages become time-barred within the statutory periods.

§ 9 Confidentiality

- (1) The parties are obliged to maintain confidentiality to third parties. This includes all confidential information that has become known in the context of the contractual relationship and public declarations about the cooperation of the parties.
- (2) In addition, the contracting parties undertake to keep the information requiring confidentiality secret even after the termination of the contract.
- (3) The above obligations do not apply to information that were already available before the commencement of the contract and were publicly available and accessible.

§ 10 Miscellaneous

- (1) This contract and the entire legal relationship between the parties are subject to the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- (2) Place of performance and place of jurisdiction for all disputes is our place of business.
- (3) Verbal side agreements are only part of the contract if they are confirmed by us in written form.
- (4) Should any clause of these terms and conditions be wholly or partially void and / or ineffective, the remaining provisions shall remain unaffected. Instead, an ineffective provision should be replaced by one that comes closest to the economic intent.
- (5) In case of discrepancies between the English and German version of the respective terms and conditions, the German version prevails.