

## § 1 General scope

- (1) For all our offers and business relations, which we enter for the first time, continuously and in the future with entrepreneurs within the meaning of § 14 BGB (in the following contractual partner or customer) as contractor, our terms and conditions apply exclusively.
- (2) Deviating, conflicting or supplementary General Terms and Conditions, are not part of the contract, unless their validity is explicitly agreed to in writing. They apply only to the business for which they were agreed.

## § 2 Offer and contract

- (1) Our offers are non-binding and subject to change unless they are explicitly designated as binding.
- (2) We are entitled to accept the contractual offer submitted with the order of the customer within two weeks after receipt of the order by our order confirmation or if an order confirmation is not issued by performance of the service. We reserve the right not to accept orders, even without a written statement or a more detailed explanation. In doubt our silence after the expiration of the acceptance period shall be construed as a refusal.

## § 3 Transfer and exchange of documents and information

- (1) We reserve ownership and copyrights to all documents provided to the customer such as calculations, drawings and other documents. 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 the quotations immediately and completely or to destroy or delete them if a contract is not concluded.
- (3) Upon conclusion of the contract, the customer is obliged to provide us with all necessary information required for the execution of the contract, such as specifications and product-specific guidelines, standards and regulations. In case we have to obtain this information ourselves, additional charges may apply.
- (4) The contracting parties agree to respectively nominate contact persons before the start of the project.

## § 4 Prices and payments

- (1) Unless otherwise agreed in text form, our prices shall apply exclusive of any costs of shipping and packaging and are subject to value added tax in euro.
- (2) Unless otherwise agreed, our prices shall be payable within 14 days upon the date of the invoice or an equivalent statement of payment. A discount deduction is only permitted in case of an agreement in text form.
- (3) We reserve the right to make reasonable price adjustments if unpredictable changes occur to the project and requirements, increases in material, labor and transport costs, taxes or duties three months or more after conclusion of the contract, but before completion of the contract.
- (4) Should the customer want to make changes to the contract after conclusion of the contract or fulfill his obligation to cooperate late or incompletely, we may adjust the prices and project deadlines according to the additional costs and working time caused by the change or delay. If this also affects the project schedule, in particular the project deadlines, this will be extended accordingly.
- (5) We are entitled to charge 10% of the order value as advance payment plus taxes and duties on receipt of the order.
- (6) In case of default of payment by the customer or in case of reasonable doubts concerning the customer's solvency or creditworthiness, we shall be entitled to demand immediate payment of all debts and demand advance payments or security for future services. Furthermore, we shall be entitled to refuse to provide the service or to retain the service until the payment is made.
- (7) In case of default of payment by the customer we shall be entitled to claim interest at the rate of the statutory default interest of nine percentage points above the base interest rate from the relevant date. The proof of higher damage is reserved.
- (8) For a reminder of an invoice, which takes place after default of payment, we may demand a processing fee of € 10.

## § 5 Early termination of a contract, business relationship with third parties

- (1) In case of termination of a contract by the customer without good cause before the completion of the service, the customer agrees to pay a lump-sum compensation in the amount of the outstanding total compensation of the contract. We reserve the right to claim further damage.
- (2) The customer acknowledges that any general restrictions on our business relations with third parties, particularly with contracting parties of the customer, shall only apply if agreed upon in written form in each specific case.

## § 6 Transfer of risk, acceptance and default of acceptance, enticement of employees

- (1) After completion of service or parts of service which meet the contractual requirements, the customer is obliged to accept the service by means of a declaration in writing. If the customer does not show acceptance of service, the service provided by us shall be deemed to have been accepted after a request in writing by us to accept the service as within the contractual requirements after 10 days. In the case of insignificant defects, the customer cannot refuse the acceptance.
- (2) With our notice of completion of the contractual service to the customer and a written declaration, the risk passes to the customer.
- (3) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for any damage incurred, including any additional expenses. If the above conditions are met, the risk of accidental loss or accidental deterioration of the subject of the contract shall pass to the customer at the time when the latter is in default of acceptance or default of payment.
- (4) The customer agrees not directly or indirectly recruit any of our employees during and two years after the termination of the business relationship. In each case of violation, the customer agrees to pay a contractual penalty of three gross annual salaries of the employee concerned. For the purpose of calculating the contractual penalty the gross annual salary received by the contributor concerned in the year prior to the violation of the contractual penalty is relevant. We reserve the right to claim further damages.

## § 7 Retention of title

The ownership of the contractual service shall only pass to the customer upon full fulfillment of the contract by the customer. The contracting party is entitled to use the contractual services in the ordinary course of business. The customer hereby assigns claims from the resale of the contractual services to us in the amount of the total compensation of the contract (including value added tax).

## § 8 Rights of use and changes

- (1) The customer is not permitted to further develop or otherwise modify the contractual service created by us. In the case of violation, we assume no liability for any faults and errors. If third parties claim damages from us after such a violation by the customer, the customer is obligated to exempt us from the third-party liability upon first request.
- (2) In addition, we shall not be liable for any damages arising in connection with the change of the technical documentation supplied by us through third parties or in the case of deviations that are made during the implementation of the technical documents by third parties.

## § 9 Performance benchmark, complaint, warranty and liability

- (1) We provide our services on the basis of generally accepted good engineering practice and in compliance with the industry's usual care. During rendering of our service, we adhere to the specifications of the customer. We are not obliged to check whether these specifications of the customer and the concrete use of our work results are in accordance with any legal regulations and whether the aim pursued by the customer can be achieved unless such purpose has been explicitly stated in the contract.
- (2) The customer shall examine the rendered services for defects. He must notify us in writing about obvious defects within seven days; about hidden defects within seven days after of discovery. Otherwise, our service is considered as approved.
- (3) Should despite all due diligence our performance of service - especially the 2D / 3D data, documentations, examinations, calculations and simulations have a defect that existed at the time of the transfer of risk, we will, subject to timely notice of defects at our option cure it. We shall always be granted the opportunity to remedy defects within a reasonable time. In case of a defect, claims of the customer are in accordance with the applicable statutory provisions, unless otherwise specified below.
- (4) The liability for damage to life, body and health, which are based on a negligent or intentional breach of duty by us, our legal representatives or our vicarious agents, are governed by the statutory provisions. In such a case, we are liable only for gross negligence and intent. In this case, liability is limited to foreseeable and typically occurring damage. Liability for consequential damages caused by a defect, other indirect damages, damages arising from resulting profits or for unforeseeable damages are excluded. Our liability is limited to the amount of the order value. The additional costs incurred as part of supplementary performance, such as installation / removal costs and transport costs, are not borne by us.
- (5) Claims for damages shall become time-barred in 12 months.

## § 10 Confidentiality

The parties are obliged to maintain confidentiality to third parties. This includes all confidential information to be disclosed in the framework of the contractual relationship and public statements on the cooperation between the parties. The above obligations do not apply to information that were to us available prior to the commencement of the contract and that are publicly available and accessible.

## § 11 Miscellaneous

- (1) This contract and the entire legal relationships of 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 a contract if they are confirmed by us in text 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 shall 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 shall prevail.