



General terms and conditions of TUTECH INNOVATION GMBH

1. Applicability

- 1.1 The following terms and conditions shall apply to all deliveries and services unless agreed otherwise in writing. Any deviating agreements shall only apply to one specific agreement and not to future agreements, unless expressly agreed otherwise in writing.
- 1.2 These general terms and conditions shall only apply to entrepreneurs if the contract appertains to commercial trade and to legal persons under public law and special funds under public law in accordance with section 310 I, line 1, of the German Civil Code (BGB).
- 1.3 These general terms and conditions of TUTECH INNOVATION GMBH (hereinafter referred to as TUTECH) shall apply on an exclusive basis. Any terms and conditions of the contractual partner shall not apply, even if TUTECH does not expressly object to them. The same shall also apply if TUTECH renders the service owed whilst being aware of any conflicting general terms and conditions of the contractual partner.
- 1.4 Supplementing the general terms and conditions of TUTECH, the provisions of 'Special section I' shall apply to the execution of events.

2. Offers, conclusion of agreements and scope of services

- 2.1 The services shall be rendered in accordance with the applicable statutory regulations unless specified otherwise in these general terms and conditions.
- 2.2 TUTECH is entitled to engage third parties in order to carry out contracts.
- 2.3 The TUTECH order confirmation alone shall define the scope of the contractually owed service. Any changes to the agreed scope of services must be set out in writing.
- 2.4 TUTECH is entitled to carry out partial deliveries and partial services at any time, if reasonable for the contractual partner.

- 2.5 Dates, deadlines, measurements, weights, simulation results, drawings, etc. shall be non-binding unless expressly approved in writing.
- 2.6 TUTECH reserves the right to alter the design, material selection, specifications and construction, even after issuing an order confirmation, when these alterations are reasonable for the contractual partner as part of the contractual performance.
- 2.7 Assurances and guarantees as to the nature of deliveries and services shall only be provided under an express written agreement.

3. Duties of the contractual partner to cooperate

- 3.1 The contractual partner must ensure that TUTECH is punctually provided with all necessary documents, data and information free of charge and that it is made aware of all incidents and circumstances connected with the project. This also applies to documents, incidents and circumstances which only become known during the activity of TUTECH. At the request of the contractual partner, TUTECH shall nominate a contact person to receive the documents, data and information described in line 1.
- 3.2 The contractual partner must also ensure that the appropriate infrastructure essential to the execution of the projects is provided. This includes free access to all areas and installations (hardware, software, networks, etc.) when necessary for the proper provision of the services.

4. Delivery deadlines and transfer of risk

- 4.1 Deadlines for deliveries and services shall only be binding if agreed in writing. They shall be extended by a reasonable period if the contractual partner delays in providing the necessary or agreed cooperation or if it neglects to do so at all. Changes requested by the contractual partner to the works/products or services to be delivered shall also result in a reasonable extension of the delivery deadline.
- 4.2 The same applies to industrial action measures - especially strikes and lockouts - and the development of unforeseen obstacles beyond the control of TUTECH, e.g. delayed delivery from an upstream supplier, an interruption of operations, insufficient materials or energy and other cases of *force majeure* (war, terrorism or natural disasters).

4.3 The risk of accidental destruction or degradation of the delivery shall transfer to the contractual partner as follows:

- once the delivery is handed over to a carrier or forwarder, or when it leaves the place of shipment at the latest, even if the delivery is shipped in a company vehicle; at the request and expense of the contractual partner, TUTECH deliveries can be insured against common transport risks;
- for delivery with assembly and installation, on the date of transfer to the contractual partner.

4.4 If the shipment, commencement, assembly and installation or handover is delayed on grounds for which the contractual partner is responsible or if any other circumstances should cause the contractual partner to default in acceptance, the risk shall transfer to the contractual partner as of the date of notification that the delivery is ready for shipment or handover.

5. Prices and terms of payment

- 5.1 The services shall be charged at the price specified in the offer or on the basis of time and materials after the services are completed and accepted, unless agreed otherwise in writing. Estimated prices for services indicated in the offer on the basis of time and materials are non-binding. Travel expenses shall also be invoiced unless expressly covered by the fixed price.
- 5.2 Prices are specified in EUROS and do not include VAT or packaging, insurance, freight, assembly or any other delivery and transport costs.
- 5.3 Statutory VAT, as applicable on the date of the performance of the service, shall be added to the agreed prices and shall be indicated separately on the invoice.
- 5.4 Payments are to be made in full to the TUTECH account specified in the invoice, together with the invoice number and reason for transfer, within 14 calendar days of receipt of the invoice. No discounts shall be provided. If the order value for services of TUTECH should exceed 8,000 euros, an advance payment of one-third of the order value shall become payable immediately unless a deviating provision was agreed in the specification of services.
- 5.5 TUTECH is not obliged to fulfil any requests for changes submitted by the contractual partner. However, if TUTECH does fulfil re-

quests for changes, the additional costs accrued in this regard shall be invoiced to the contractual partner.

5.6 If the contractual partner defaults, TUTECH shall be entitled to charge default interest at a rate of eight percentage points above the applicable base rate of the European Central Bank. The parties to the agreement may provide evidence of a higher or lower interest loss.

5.7 If, after the order is accepted, TUTECH should become aware of facts that give rise to legitimate doubts as to the liquidity of the contractual partner, TUTECH shall be entitled to demand full payment or the provision of an appropriate security before delivery or to withdraw from the agreement if the contractual partner fails to adhere to the deadline. Besides entering default, a considerable deterioration in financial situation can also be indicated by information provided by a bank, credit agency or company with a business relationship with the contractual partner. If the delivery has already been carried out, the invoice amounts shall become payable immediately, regardless of any agreed terms of payment.

6. Offsetting and retention

- 6.1 The contractual partner shall only be entitled to offset if the claim to offset is undisputed or established by final judgement.
- 6.2 The contractual partner shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship.

7. Consultancy services

- 7.1 Consultancy services shall be commissioned at the applicable rates of remuneration or the prices indicated in the offer. If daily rates are agreed for consultancy services, no hourly rate shall be charged. If the working hours do not exceed four hours, half of the daily rate shall be invoiced for that day. Daily rates do not include travel expenses or material costs. Travel times shall be included in the working hours. TUTECH reserves the right to reasonably adjust the daily rates for consultancy services exceeding one year in duration based on the general development of prices, i.e. it may moderately reduce or increase the daily rates.
- 7.2 If agreed fixed consultation appointments are not cancelled at least five working days before the appointment on grounds for which TUTECH is not responsible and any other claims notwithstanding, TUTECH reserves the right to charge 50% of the expected consultancy fee.

- 7.3 The consultancy services shall be invoiced quarterly and based on expenditure unless agreed otherwise in writing. If the order value should exceed 8,000 euros, an advance payment of one-third of the order value shall become payable immediately. All prices do not include statutory VAT.

With regard to consultation concerning the procurement of funds, TUTECH provides no guarantee to the contractual partner as to the success of the procurement initiated on the basis of the consultation.

8. Acceptance

- 8.1 Services are to be accepted by the client. The contractual partner must immediately document the handover of the service and its conformance to the agreed specification of services. The parties to the agreement shall be responsible for retaining other evidence of the handover. Negligible deviations shall not entitle the client to refuse acceptance.
- 8.2 The start-up and use of the work or parts thereof shall also count as acceptance.
- 8.3 As a rule, the service shall also be deemed accepted if the contractual partner fails to declare acceptance within two weeks of the handover in spite of being obliged to declare acceptance in accordance with section 640 I of the BGB.

9. Warranty claims

9. The following applies to promised services that represent a work and are rendered, with the exception of research services. The following provisions shall only apply to research services if a work was expressly promised in the form of a research service.
- 9.2 The service must correspond to the agreed specification of services and scope of delivery and it must be provided to the client free from material defects and defects of title. TUTECH guarantees that the service is free from third-party rights.
- 9.3 TUTECH shall accept no liability for the actual possible uses of the plan or its economic usability as long as the service rendered corresponds to the service owed.
- 9.4 The contractual partner must immediately inspect the work/product upon receipt thereof, provided that this is feasible in the normal course of business, and immediately notify TUTECH in writing if a defect is discovered. If the contractual partner fails to notify TUTECH, the work/product shall be deemed approved unless the defect could not have

been uncovered by the inspection. Otherwise, sections 377 et seq. of the German Commercial Code (HGB) shall apply.

- 9.5 If a defect is present, TUTECH shall have the option to carry out either subsequent improvement or a replacement delivery (subsequent performance). If a replacement delivery is to take place, TUTECH is to be granted a reasonable deadline in which to carry out the replacement delivery. If subsequent improvement should fail, the contractual partner shall have the option to either reduce the remuneration or withdraw from the agreement.
- 9.6 TUTECH can refuse subsequent improvement if this would require a grossly disproportionate level of expenditure relative to the performance interest of the contractual partner. In this case, the contractual partner can either demand a reduction in the remuneration or withdraw from the agreement.
- 9.7 Warranty claims shall not arise due to merely negligible deviations from the agreed nature, merely negligible impairments of usability, natural wear or damage arising after the transfer of risk as a result of incorrect or negligent treatment, excessive load, unsuitable resources or particular external influences not presupposed under the agreement.
- 9.8 Warranty claims shall also not arise if changes or repairs are carried out by the contractual partner or third parties.
- 9.9 Claims based on material defects and defects of title shall become invalid after 12 months. This does not include claims based on section 12 of these general terms and conditions.

10. Retention of title

- 10.1 TUTECH reserves ownership of the delivered works/products until payment is rendered in full. The assertion of this retention of title does not indicate a withdrawal by TUTECH.
- 10.2 The contractual partner is obliged to treat the delivered work/product with care and, at the request of TUTECH, sufficiently insure it against damage for the term of the retention of title.
- 10.3 The contractual partner is not authorised to provide the work/product as a security or to pledge it, but the contractual partner is entitled to sell the goods subject to retention of title as part of the standard course of business. The contractual partner hereby assigns its resulting claims against its business partners to TUTECH. The contractual partner

shall punctually issue the necessary statements.

10.4 The contractual partner must immediately inform TUTECH in writing in the event of attachments or other third-party encroachments in order that TUTECH can assert its rights in accordance with section 771 of the German Code of Civil Procedure (ZPO). If the third party should be unable to reimburse TUTECH with the judicial and extra-judicial costs of a lawsuit in accordance with section 771 of the ZPO, the contractual partner shall be liable for the losses accrued by TUTECH.

10.5 If the delivered work/product of TUTECH is processed, reshaped or combined with other objects not belonging to TUTECH, then TUTECH shall obtain joint ownership of the new item based on the ratio of the value of the delivered item and the value of the newly created item.

11. Work results and exploitation rights

11.1 TUTECH shall remain the holder of the existing copyrights, inventions and other intangible property rights (prior property rights).

11.2 Inventions made during the performance of an agreement by employees of TUTECH and third parties engaged by TUTECH shall be the property of TUTECH. Otherwise, TUTECH shall only grant exploitation rights under a separate written, contractual agreement, even in connection with work results capable of being protected by copyright that are created within projects.

11.3 Both contractual partners shall be jointly entitled to joint inventions made during the performance of an agreement by employees of TUTECH and the client, as well as property rights granted in this regard.

11.4 Marks designating the author may not be removed, destroyed, rendered unrecognisable, altered or used for any other purpose.

12. Liability

12.1 The contractual partner shall have no claims for damages. This does not apply to claims for damages of the contractual partner resulting from injuries to life, limb and health; the violation of material contractual obligations; and liability for other damage caused by an intentional or grossly negligent breach of duty by TUTECH, its legal representatives or its vicarious agents. Material contractual obligations are obligations which must be met in order to achieve the contractual purpose.

12.2 In the event of a violation of material contractual obligations, TUTECH shall only be liable for the typical foreseeable damage - based on the contract - if it was caused by ordinary negligence unless the contractual partner has claims for damages due to an injury to life, limb or health.

12.3 The limitations set out in paragraphs 1 and 2 shall also apply in favour of the legal representatives and vicarious agents of TUTECH if claims are brought directly against these.

12.4 The provisions of the German product liability law (ProdHaftG - *Gesetz über die Haftung für fehlerhafte Produkte*) remain unaffected.

13. Non-disclosure

13.1 The contractual partners are obliged not to pass on confidential information to third parties without the prior written consent of the party providing the information and only to use it for the purposes of the agreement. The information shall also not be used for internal purposes. All necessary precautions shall be taken in order to prevent unauthorised persons from accessing this information.

13.2 Confidential information includes all information expressly marked as confidential and information that is confidential by nature.

13.3 Information is not to be considered confidential if it can be proven to:

- have already been known to the contractual partner before it was received,
- be generally known to the public,
- have been made accessible to the public after it was received without the contractual partner being responsible for the disclosure, or
- have been legally disclosed to the contractual partner by a third party.

In the event of a breach of the obligations arising from this agreement, the burden of proof for the existence of these facts shall fall on the party in violation of the agreement.

13.4 The obligations arising from this provision shall apply to both contractual partners unrestrictedly, even after the contract ends.

13.5 The client recognises the necessity of scientific presentations and publications by TUTECH or third parties commissioned by TUTECH. If the consent of the client should be necessary, this shall be deemed granted if the client does not file a written objection to

a publication within two months of becoming aware of it.

- 13.6 Drawings, drafts and other templates provided by TUTECH or its subcontractors shall remain the property of TUTECH unless agreed otherwise in writing. They may not be used for any other purpose beyond the agreed purposes, duplicated or disclosed to third parties, and they must immediately be returned to TUTECH upon completion of the contract, at the end of the project or at the request of TUTECH.

14. Data protection

Adhering to the statutory provisions, the contractual partners shall only process and use personal data belonging to the other contractual partner for the contractually agreed purposes.

15. Termination

- 15.1 Contracts can be terminated for cause.

- 15.2 In the event of termination, TUTECH shall hand over the result attained up to that point. The client is obliged to remunerate TUTECH with the expenses accrued up to the date on which the termination becomes effective plus a bonus based on the progress of the work. If prices are fixed, costs shall be charged based on the progress of the project in relation to the overall work. Additionally, TUTECH shall have a claim to the remuneration of liabilities accrued by TUTECH up to the date of termination.

- 15.3 The written form requirement shall apply.

16. Final provisions

- 16.1 The client may only transfer rights and obligations arising from the agreements to third parties with the prior written consent of TUTECH.
- 16.2 If any individual provisions or components of this agreement should be ineffective, this shall not have an impact on the effectiveness of the remaining provisions.
- 16.3 As with the interpretation and conclusion of legal transactions with the contractual partner, the interpretation and construction of these general terms and conditions are exclusively subject to the law of the Federal Republic of Germany.
- 16.4 The exclusive place of jurisdiction for all disputes arising from this agreement shall be Hamburg.

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