

## General Terms and Conditions

### 1. Scope

Our consulting services are provided exclusively to the present terms and conditions. Changes and additions require written form. Other terms and conditions shall not be applicable, even if they were not rejected explicitly in any individual case.

### 2. Duties to cooperate

The customer provides us all information required for the consulting services in good time. Where necessary the customer supports us free of charge by providing employees, workrooms, computer and telecommunication facilities in due time and to the necessary extent. The customer shall appoint a contact person who is authorized to make and receive binding declarations required for the performance of the contract.

### 3. Performance period

Service periods are extended by the incurred time period, in which we are prevented from providing services without our fault. The same applies for the time period, in which we are waiting for the required cooperative act or decisions by the customer.

### 4. Terms of payment

Invoices will be sent at the end of the month. Invoices are payable in full within 30 days after receipt of the invoice. If payment is delayed more than 10 days, we shall be entitled to stop the provision of services until full payment has been received. We will announce the stop of provision of services in advance in written form.

### 5. Offsetting

The compensation is allowed only with recognized or legally established counterclaims.

### 6. Refusal of our services

If the customer does not accept our services or does not meet the agreed deadlines, withdraws or resigns without being entitled to do so, we will charge the full remuneration less expenses which we can save due to non-performance or which we can use otherwise.

### 7. Inability to pay

If a contractual party ceases to meet their financial obligations or insolvency procedures are opened or rejected due to lack of assets or composition proceedings are initiated, the other party has the right to terminate the contract immediately.

### 8. Indemnity

Claims for damages of the customer, irrespective of legal ground, are excluded. The liability exclusion does not apply if it is based on intention or severe negligence by us. It furthermore does not apply in case of slight negligence of fundamental contractual obligations; in this case, however, the liability is limited to the foreseeable, typically occurring damages at the time of conclusion of the contract. Liability claims, and other contractual claims shall expire after six months.

## 9. Right of utilisation

The provision of pictures, drawings, calculations and other documents and information by us serves exclusively to support the project objective. The customer and its employees may only use the documents referred to within this scope and may not be passed to any third person.

## 10. Miscellaneous

Should individual provisions of these terms or of the contract be ineffective, the validity of the rest of the contract will not be affected. In such cases the parties will replace the invalid regulation by a valid regulation closest to the invalid one with regards to legal and commercial content.

## 11. Law, Jurisdiction

The law of the Federal Republic of Germany has validity with exclusion of the UN Sales Convention and all stipulations which refer to other legal systems. Place of jurisdiction is Bielefeld.