

§ 1 General Information

- 1.1 For all legal transactions with the company bewind GmbH ("bewind") only these Terms and Conditions are applicable. Our General Terms and Conditions are applicable to Employers as well as to all future business relations, even if they have not expressly agreed again. The validity of contrary Terms and Conditions - in particular of the contracting partner - as well as possible supposed agreements will be rejected.
- 1.2 Products in the scope of these General Terms and Conditions include all services (e.g. delivery of documents, specifications, etc.) of bewind.

§ 2 Offer and Conclusion of the Contract

- 2.1 The offers of bewind are, if not otherwise indicated, not binding namely regarding all indicated data. Order confirmations and all orders would only become legally effective with the written confirmation by bewind by telex or e-mail. All information, such as drawings, illustrations, dimensions, weights and other data as well as information in brochures are only binding, if they are expressly agreed in writing.
- 2.2 Agreements generally need to be made in writing, by telex or by e-mail.

§ 3 Scope of Supply and Services

- 3.1 Bewind will render its services state of the art according to the principles of economy as well as the order confirmation in writing.
- 3.2 Bewind is entitled to render and invoice partial deliveries.
- 3.3 In case that bewind proposes further services by third parties, a contractual agreement solely between the Employer and the third party is being concluded. The mediation of such services would be a non-binding recommendation.
- 3.4 The works performed by bewind are generally performed in their own offices of the company bewind and are rendered at the premises of the Employer in the scope, as it is necessary for their proper performance. Then, travel times (to and from) are part of the working time, unless otherwise contractually agreed.
- 3.5 A personnel leasing of bewind to the Employer will be generally excluded.

§ 4 Obligation to Co-operate with the Customer

- 4.1 The Employer is obliged to support bewind in fulfilling its services in the required scope and in particular to provide the necessary information and documents. We do not assume any liability for errors which are due to the incorrect or incomplete presentation of facts and/or wrong or missing information/documents.
- 4.2 The Employer is obliged to immediately notify all circumstances which are important for the performance of the contract in writing, by telex or by E-mail and to make available all requested information and agreed human and material resources to bewind. In case of infringements against this agreement as well as in case of delays in delivery and performance, bewind is entitled to cancel or terminate the contract after notification and an appropriate deadline and to assert the damages suffered hereof (e.g. lost profit, wasted working hours).
- 4.3 The Employer knows that bewind does not have any rights to issue directives to its employees. Therefore, the Employer will independently take care of the implementation of the measures proposed by bewind. Furthermore, the Employer will take care that his employees will support bewind in rendering its services - when required.
- 4.4 The co-performances of the Employer are free of charge for the engineering office bewind.

§ 5 Changes and Withdrawal from Contractual Relationships

- 5.1 Both parties can cancel the contract due to important reasons. An important reason for a cancellation for bewind is in particular, if the Employer does not comply with his payment obligations.
- 5.2 In case of default of performance of bewind a withdrawal from the contact of the Employer is only possible after having granted an appropriate extension. The Employer has to inform bewind about the extension in writing.
- 5.3 If the Employer wants to change his requirements affecting the scope of delivery and performance, then the agreement of bewind would be imperatively required. Insofar, as the implementation of the change request has an effect on the contract, bewind can demand a suitable adaptation of the contract, e.g. an increase of the remuneration and / or the postponement of deadlines.
- 5.4 Any withdrawal from the contractual relationship must be made in writing.

§ 6 Delivery and Acceptance

- 6.1 Bewind will send the produced performance objects in writing or in electronic form (e.g. files) to the customer.
- 6.2 The Employer will check in every respect if the delivery is in conformity with the contract, in particular all performance objects along with the documentation. Any contradictions with the agreed delivery need to be notified to bewind within 2 weeks in writing. The performance objects will be regarded as accepted as soon as the inspection period has passed.

§ 7 Remuneration, Payment, Due Dates

- 7.1 The remuneration for the performances / partial deliveries of bewind will be invoiced following the rendering of the service and will be payable within 14 days from the date of invoice without any deductions to bewind, unless otherwise agreed.
- 7.2 The indicated remuneration does not include the VAT. Therefore, the VAT will be separately mentioned on the invoices of the engineering office bewind in the amount as currently required by the law and will be added to the invoice amount.
- 7.3 All supporting benefits (e.g. application engineering, advice, installation and demonstration, instruction or training) will be remunerated separately and on a time and material basis, unless otherwise agreed. At this, the hourly rates, travel expenses and ancillary costs conform to the quotation submitted by bewind, unless otherwise agreed.
- 7.4 Any costs for travels to the Employer deemed necessary by bewind as well as any additional cost for performances, which bewind renders as agreed with the Employer outside the normal working hours (Mon-Fri: 8 am to 6 pm) will be invoiced separately according to the applicable rates of bewind.
- 7.5 If the basis for calculation relevant for the pricing should change, bewind is entitled to perform a corresponding adaptation of the remuneration, provided that the period of time between the conclusion of the contract and the rendering of services amounts to more than four months.
- 7.6 If the Employer has delayed the payment of the remuneration, bewind can withdraw from the contract after having granted an appropriate extension and demand the legally determined default interests. The right to compensation remains unaffected hereof.
- 7.7 The Employer is not entitled, to reduce the receivables of bewind with counterclaims, unless, that this would be accepted by bewind in writing or recognised by declaratory judgement. This also applies for the enforcement of a right of retention.
- 7.8 The Employer is not entitled to assign receivables of this contract to third parties without approval of bewind. The same applies for the transfer of the whole contract.
- 7.9 The right of the Employer, to use the products and performances will be on rest, if the Employer defaults in payment.

§ 8 Warranty

- 8.1 If the deliverable is demonstrably defective or if contractually agreed properties are missing, bewind will at its discretion and excluding any further warranty claims, deliver parts for replacement or rectification free of charge.
- 8.2 The condition for all claims against bewind is, that the defect is reproducible or can be demonstrated by handwritten or automatically recorded information.
- 8.3 The Employer has to inform bewind immediately in writing and in a comprehensible way about any complaints, however, the latest within 14 days after having received the performance object.
- 8.4 The Employer reserves the right to reverse the contract / to change or reduce the remuneration / diminution, if bewind has failed to fulfil its obligations during an appropriate extension granted by the Employer in writing, without paying compensation or without having rectified the performance object.

§ 9 Liability

- 9.1 For claims for compensation due to culpable actions, irrespective of on what legal grounds, among others delay, positive infringement of the contract, breach of the duties during contract negotiations, unauthorised actions, product liability, defective delivery, bewind will only be liable in case of intent or gross negligence. Any claims for compensation which go beyond will be excluded. This also applies for damages which arise during rectification.
- 9.2 A liability for subsequent damages is being excluded, as far as it's legally permissible.
- 9.3 The liability of bewind is limited in the frame of the concluded customary professional liability assurance to the total amount of up to 3,000,000 Euro for personal and material damages and 100,000 Euro for financial damages.

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- 9.4 Claims for compensation become time-barred after 2 years. The period of limitation commences from making the performance available to the customer.
- 9.5 Insofar as bewind conveys the procurement of performances, material and / or objects, there are possible liability and / or warranty claims solely towards the contractual partner proposed by bewind.

§ 10 Cancellation

- 10.1 It is possible to ordinarily terminate the contract by observing the agreed period of notice.
- 10.2 Furthermore, there is an important reason for cancellation for bewind, if the Employer stops his payments, the opening of insolvency proceedings regarding its assets or in case the Employer becomes insolvent and is not rejected short-dated for other reasons for lack of assets or if he comes into a financial collapse, i.e. bankrupt.
- 10.3 Any cancellation has to be made in writing.

§ 11 Rights of Use

- 11.1 The Employer obtains a non-transferable right of use of the delivered products and performances and of the corresponding expertise for the contractually agreed intended purpose and the contractually agreed period of time.
- 11.2 All other rights of use remain with bewind. Bewind is entitled, to utilise the products and performances also elsewhere, insofar this has not been contractually excluded in writing.

§ 12 Copyright

- 12.1 Bewind reserves the copyright in all rendered performances, insofar as they are protected under copyright.
- 12.2 Insofar, the Employer may only use the products produced in the frame of the service performance, together with the derived component product and the corresponding documents for the purpose for which they have been intended according to the agreement.
- 12.3 Any forwarding of the products and documents to third parties beyond this or any other kind of use is only allowed with the written approval of bewind.
- 12.4 A publication of the rendered services of any kind in any case requires the approval of bewind. The reproduction of documents is only permitted in the frame of the intended use.

§ 13 Confidentiality

- 13.1 All information and documents which are made available to bewind in connection with the order have to be treated in strict confidence - also after termination of the contract -, namely also if the order has not been executed.
- 13.2 However, bewind is entitled to publish the rendered services together with the name of the Employer in the own reference list of bewind, unless otherwise agreed in the contract or insofar as this is not contradicting item 13.1.
- 13.3 The obligation of keeping secret includes all non-obvious facts.

§ 14 Final Clause

- 14.1 For contracts between the Employer and bewind, only the law of the Federal Republic of Germany would be applicable.
- 14.2 The place of venue shall be exclusively the place of jurisdiction of bewind.
- 14.3 Any changes and amendments of these terms have to be made in writing and have to be expressly marked as such; this also applies for the revocation of this requirement for the written form.
- 14.4 If any regulations of these General Terms and Conditions are or have become completely or partially invalid, the other terms will not be affected hereof. The parties are obliged to immediately replace any invalid regulations with valid ones.