

## I General & Scope of the General Terms and Conditions for the Provision of Service

- 1) Our offers, deliveries and other services relating to the provision of services - including future services - to the persons named in Clause 1.2 are provided exclusively on the basis of these General Terms and Conditions for the Provision of Services (hereinafter referred to as "GTC"). Terms and conditions that conflict with or deviate from these GTC will not be recognised unless CS One Group GmbH & Co. KG (hereinafter referred to as "CS One") has expressly agreed to their validity in writing.
- 2) Our GTC shall only apply to persons domiciled in Germany (Federal Republic of Germany) who are acting in the exercise of their commercial or self-employed professional activity when concluding the contract ("entrepreneurs") and to domestic legal entities under public law or a domestic special fund under public law (hereinafter "client"). They do not apply to natural persons who conclude the contract for a purpose that cannot be attributed to their commercial or independent professional activity ("consumers").
- 3) These GTC shall also apply if CS One performs the service to the Customer without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from these GTC.

## II Contract content, conclusion of contract

- 1) The details and information contained on our homepage and other company documents such as presentations, catalogues, brochures etc. shall only become legally binding parts of the contract if the contract expressly refers to them.
- 2) Our written order confirmation alone shall be decisive for the content of the contractual relationship as well as for the scope of delivery and performance, in the event of a binding offer on our part and its timely acceptance by the customer. Collateral agreements, verbal declarations by employees or representatives and changes to confirmed orders (including changes to delivery items) require our written confirmation to be effective; transmission by telecommunication is sufficient.

## III Product descriptions, offer documentation

- 1) Service descriptions on the homepage and other company documents such as presentations, catalogues, brochures, etc. do not constitute guarantees of quality.
- 2) We reserve all property rights, copyrights and industrial property rights (including the right to register these rights) to our offer documents, illustrations and cost estimates. The documents listed must be returned to us immediately at our request if our offer is not accepted.

## IV Delivery time, default of acceptance

- 1) Delivery and performance deadlines are only binding if they have been expressly confirmed by us in writing.
- 2) The delivery period shall be extended appropriately - even within a delay - in the event of force majeure and all unforeseeable obstacles occurring after conclusion of the contract for which we are not responsible, insofar as such obstacles can be proven to have an influence on the provision of the service owed. This shall also apply if these circumstances occur at upstream suppliers. We shall inform the customer of the beginning and end of such hindrances as soon as possible. If the hindrance lasts longer than three months or it is certain that it will last longer than three months, both the customer and we may withdraw from the contract.
- 3) If we are in default of delivery or performance due to simple negligence, our liability for damages due to the delay in delivery or performance, which may be claimed in addition to the delivery/performance, shall be limited to 0.75% of the value of the delivery/performance for each completed week of delay, but to a maximum of 5% of the value of the delivery/performance. If the customer claims damages in lieu of delivery or performance in the aforementioned cases, this claim for damages shall be limited to 15% of the value of the delivery or performance. The limitation of liability according to the above sentences 1 and 2 shall not apply in the event of delay due to gross negligence, nor in the event of injury to life, limb or health, nor in the event of a transaction for delivery by a fixed date, i.e. a transaction in which the transaction stands or falls with compliance with the fixed time of performance.

## V Prices

- 1) Unless otherwise agreed, the prices stated in our offers are in euros plus VAT at the statutory rate applicable at the time of invoicing and plus shipping costs.
- 2) CS One reserves ownership rights and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties. This applies in particular to written documents that are labelled "confidential". The documents may only be passed on to third parties with the written consent of CS One.

## VI Terms of payment, credit rating doubts

- 1) Unless otherwise agreed, our invoices are due for payment without deduction 7 days after the invoice date. Payment shall only be deemed to have been made when CS One can dispose of the entire amount without recourse (receipt of payment).
- 2) Cheques will only be accepted by special agreement between the parties and will only be deemed payment after they have been credited without reservation. All costs incurred in this respect, in particular bank, discount and other charges plus VAT, shall be borne by the customer and are due immediately.
- 3) Offsetting or the withholding of payments with the effect of offsetting is only permitted on the basis of legal claims of the customer that are recognised by us, undisputed, ready for decision or legally established.
- 4) From the time of default, CS One shall be entitled to demand default interest at a rate of 6% p.a. above the base interest rate in accordance with § 247 BGB. The contracting parties are at liberty to provide evidence of higher or significantly lower actual damages. Our right to demand interest on arrears of four percentage points p.a. above the respective base rate, at least 5% p.a., from the due date in the case of a mutual commercial transaction shall remain unaffected.
- 5) If it becomes apparent after conclusion of the contract that our claim to payment is jeopardised by the customer's inability to pay, we shall be entitled to refuse performance and actions preparatory to performance. The right to refuse performance shall lapse if payment is effected or security is provided for it. We may set the customer a reasonable deadline for payment/provision of security. After unsuccessful expiry of the deadline, we are entitled to withdraw from the contract.

## VII Conditions for the provision of services

- 1) The customer shall support us in the provision of these support and consultancy services by providing appropriate co-operation.
- 2) The customer commissions our services in the form of service days.

## VIII Remuneration, default of payment, default of acceptance

- 1) Unless otherwise agreed, the services ordered by the customer in the form of service days shall be invoiced at daily rates plus ancillary costs for travel, accommodation and expenses in accordance with our current list of prices and conditions. One service day corresponds to 8 hours. Services provided on site at the customer's premises are invoiced as half or full days. Additional hours in excess of 8 hours will be invoiced separately on a pro rata basis at the daily rate. Waiting times are considered working time. Travelling time is charged at half the hourly rate. Travel expenses such as hotel, flight, taxi, public transport, hire car, parking and travel expenses in accordance with statutory requirements are charged on a 1:1 basis. For car journeys €1/km and for train journeys the 2nd class ticket price will be charged.
- 2) Service days shall be invoiced monthly together with the ancillary costs. If ten or fewer service days are ordered, these shall be invoiced in advance; the ancillary costs shall be invoiced in accordance with sentence 1. XI. 1) shall apply accordingly to the due date of our invoices.
- 3) XI. 4) shall apply accordingly to the default interest to be paid by the customer in the event of default in payment.
- 4) If the customer is in default with the acceptance of the performance days, we may withdraw from the contract and/or demand compensation instead of performance after the fruitless expiry of a reasonable grace period required by law and set by us. When asserting claims for damages in lieu of performance, we may demand compensation amounting to 50% of the remuneration to compensate for lost profit without providing proof. The contracting parties shall be at liberty to prove that the actual damage was higher or significantly lower.

## IX Limitation of liability

- 1) We shall be liable in accordance with the provisions of the Product Liability Act and in cases of inability and impossibility for which we are responsible. Furthermore, we shall be liable for damages in accordance with the statutory provisions in cases of intent, gross negligence, the assumption of a guarantee and in the event of injury to life, limb or health for which we are responsible. If we breach an obligation through simple negligence, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely, or an obligation the breach of which jeopardises the achievement of the purpose of the contract, our obligation to pay compensation shall be limited to the foreseeable damage typical of the contract; Clause 4.3 - Limitation of liability in the event of delayed delivery - shall remain unaffected. In all other cases of liability, claims for damages due to the breach of an obligation arising from the contractual relationship and due to unauthorised action are excluded, so that we are not liable for loss of profit or other financial losses of the customer in this respect.

- 2) If the customer has failed to protect himself against data loss by backing up data, our liability in cases of simple negligence shall be limited to the cost of restoring existing data backups.
- 3) Insofar as our liability is excluded or limited on the basis of the above provisions, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
- 4) This contract and all legal relationships between the parties are subject to the law of the Federal Republic of Germany.

## **X Subcontractors and vicarious agents**

- 1) CS One authorised to commission subcontractors with the performance of services, provided that the respective subcontractors are sufficiently competent persons.
- 2) CS One is authorised to use vicarious agents to provide services. CS One will ensure through careful selection that the vicarious agents employed are sufficiently qualified, reliable and diligent in terms of professional training and experience and have the knowledge and experience required to fulfil the assigned tasks. CS One will specify in the individual order the vicarious agent(s) it intends to use to fulfil the contract.
- 3) The Customer is authorised to provide CS One with auxiliary staff. The employer functions with regard to the vicarious agents employed by CS One, insofar as they are employees of the Contractor, are the sole responsibility of the Contractor, and those with regard to the auxiliary staff to be provided are the sole responsibility of the Customer. In all other respects, the Client has no claim to specific vicarious agents. CS One undertakes to cooperate continuously in the project and will replace vicarious agents who are absent for longer than 4 weeks (e.g. due to illness, holiday or for other reasons) with other comparably qualified vicarious agents at the Contractor's request. Foreseeable downtimes shall be discussed and coordinated with the Client as early as possible. When replacing its vicarious agents, CS One shall ensure a detailed handover and thorough familiarisation of the new vicarious agents. If further training is required by the Customer, these costs shall be borne by CS One (if an employment relationship exists between the vicarious agent and CS One).

## **XI Confidentiality**

- 1) The contracting parties undertake to treat as confidential all items (e.g. software, documents and information) which they receive or become aware of from the other contracting party before or during the execution of the contract and which are legally protected or contain business or trade secrets or are designated as confidential, even beyond the end of the contract, unless they become publicly known without breach of the confidentiality obligation. The contracting parties shall store and secure these items in such a way that access by third parties is excluded.
- 2) The customer shall only make the delivery items accessible to those employees and other third parties who require access in order to fulfil their official duties. He shall instruct these persons about the confidentiality of the delivery items.
- 3) We shall process the customer's data required for business transactions in compliance with data protection regulations. We may name the customer as a reference customer after successful completion of the services.

## **XII Place of fulfilment, applicable law, place of jurisdiction**

- 1) The place of jurisdiction is the registered office of CS One. However, CS One shall also be entitled to sue the customer at the court of his place of residence.
- 2) The law of the Federal Republic of Germany shall apply to these GTC and the entire legal relationship between us and the customer, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 3) If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all rights and obligations of the parties to the contract arising from transactions of any kind - including disputes relating to bills of exchange and cheques - shall be the registered office of CS One. The same shall apply if the customer does not have a general place of jurisdiction in Germany, moves his place of residence or habitual abode out of Germany after conclusion of the contract or his place of residence or habitual abode is not known at the time the action is filed.