



GENERAL TERMS AND CONDITIONS (GTC) of Laschet Consulting GmbH

Last Update: V2.0 / 10 February 2022

1. SCOPE OF APPLICATION

- 1.1 These general terms and conditions apply to the provision of engineering services, technical advice and other services by **Laschet Consulting GmbH, Friedrich Ebert-Str.75, 51429 Bergisch Gladbach, Germany** (hereinafter referred to as "CONTRACTOR"). The engineering services of the contractor are provided according to the contractual agreements in the individual case and in accordance with these general terms and conditions.
- 1.2 These general terms and conditions apply to the initiation, conclusion and processing of all - including future - business transactions with the customer. Conflicting general terms and conditions of the customer are not part of the contract, even not in the case that they are included in the offer or acceptance and their validity is not separately contradicted by the contractor in each individual case.
- 1.3 In particular, these general terms and conditions also apply if the contractor performs engineering services without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these general terms and conditions, unless the contractor agrees explicitly in writing.

2. CONTRACTUAL RELATIONSHIP

- 2.1 All contractor's offers are generally subject to change and non-binding with regard to all data provided, including remuneration, unless otherwise agreed between the parties.
- 2.2 If an order confirmation of the contractor contains changes to the order (new order), these are deemed to be approved by the customer unless the latter immediately objects in writing.

3. SPECIFICATION OF SERVICES

- 3.1 The type and scope of the service to be performed by the contractor is governed by the contractual agreement. The contractor can freely determine the performance of the services with regard to content and time, unless agreed otherwise in individual cases. The place of performance for all office services is the contractor's registered office, unless agreed otherwise in individual cases.
- 3.2 The contractual services are performed by the contractor in accordance with the accepted rules of engineering practice, the accepted state of the art in science and technology and the principles of cost-effectiveness in best knowledge with the aid of technical software.
- 3.3 The engineering service to be provided is essentially based on a numerical simulation. Thus, the models, which were created in this context inevitably do not fully correspond to the concrete application, even when the industry's best care and attention is being used. In individual cases, this may result in deviations between the calculated results and the actual properties of the objects examined, which are explicitly not a defect of contractual obligations. The parties agree that such deviations are in accordance with the contractual obligations of the contractor and do not lead to claims of the customer. The engineering services and calculations of the contractor do not replace a proper and comprehensive inspection of the manufactured products before their use by the customer for their suitability of the intended use.
- 3.4 The contractor shall not be responsible for the technical and economic usability of the engineering service to be provided in the specific individual case.
- 3.5 The contractor is entitled to use his own employees as well as external companies for the provision of services (subcontractor), unless agreed otherwise in the contract.
- 3.6 Appropriate partial performance by the contractor is permissible, in so far as reasonable for the customer.



4. SERVICE CHANGES / CONTRACT AMENDMENT BY THE CONTRACTOR

- 4.1 The contractor may demand changes to the content and scope of the services as long as the services are not already performed by the contractor.
- 4.2 In case of changes, which are not only insignificant, the contractor shall submit an offer to the customer regarding the requested changes. This offer has to be accepted by the customer.

5. OBLIGATIONS TO COOPERATE

- 5.1 The customer has to promote the provision of engineering services in every phase through active and appropriate cooperation. In particular, he has to provide the contractor with the information, documents, technical drawings and data necessary for the proper performance of the engineering services. More information regarding the data, which has to be made available for the provision of engineering services can be found in the "**General Description of Services**" as an annex to the contract. The specifications and data provided by the customer are not verified by the contractor and are the sole responsibility of the customer; there is no obligation on the part of the contractor to check them beyond a plausibility check. The constructor can not be held liable for the correctness and completeness of the given information and for any resulting damages by the customer or third parties. The customer shall indemnify the contractor against any claims by third parties or shall liquidate the damage against the third party in a direct way.
- 5.2 During the execution of the contract, the customer has to inform the contractor about any problems and difficulties which are recognisable to him.
- 5.3 If the profile of requirement made available by the customer, contains technical documents, data, drawings, calculation models or additionally also demonstration/sample parts for inspection, the customer guarantees that the industrial property rights of third parties are not infringed by their use. The customer indemnifies the contractor against any claims by third parties in this respect and compensates the contractor for any damage incurred.
- 5.4 Due to the immanence of the contractual engineering services described in section 3.3, the customer has to validate the calculation results by suitable methods with regard to the requirements of the examined object.

6. DATES AND DEADLINES

- 6.1 The dates and deadlines for performance and delivery specified in the contract are rough guides based on estimates of the duration of the engineering services. Performance and delivery periods are only binding if they are expressly designated as binding.
- 6.2 The dates and deadlines are subject to the contractual cooperation of the customer. If the necessary cooperation actions and supplies are not provided by the customer at the agreed time, in the required quality or quantity, the completion period of the contractor shall be extended by a reasonable period of time according to the delay.

7. REMUNERATION

- 7.1 Unless otherwise agreed, all remuneration agreements are drawn up in EUR (€) net.
- 7.2 Unless otherwise agreed, the contractor's services are remunerated on a monthly basis at the respectively applicable rates based on time and effort. In the case of partial performances according to section 3.6, the contractor is entitled to partial invoices.
- 7.3 Payments by the customer are due upon receipt of the invoice. These are to be made within 14 days after the corresponding invoice without deduction, if nothing else was agreed upon.
- 7.4 The customer can only offset the contractor's claims against undisputed or legally established claims. The same shall apply to the exercise of retention rights.



8. RIGHTS OF USE

- 8.1 The contractor is the author of the technical report delivered to the customer and of the data compiled therein.
- 8.2 In accordance with the following regulations, the contractor grants the customer a transferable right of use, with no restriction as to time and territory, which is limited to the work results which have been delivered to the customer recorded in a report on the basis of the contract.
- 8.3 The granting of the right of use is subject to the condition precedent that the contractually agreed remuneration has been paid in full to the contractor.
- 8.4 The contractor is entitled to use the know-how used or gained within the framework of the execution of the contract without restriction, also vis-à-vis third parties, and to process similar orders. The obligation of confidentiality according to section 12 remains unaffected by this.

9. WARRANTY FOR DEFECTS

- 9.1 The contractor performs the engineering services in accordance with the accepted state of the art in science and technology and the principles of cost-effectiveness. If the engineering services to be provided by the contractor are defective, he remedies the defects by choice of the contractor within a reasonable period or replaces the defective calculation results or parts thereof with new ones. After the unsuccessful expiration of the second subsequent performance period, the customer may demand partial rescission of the contract or reduction of the remuneration.
- 9.2 The customer is obliged to carefully check the delivered work result for defects within two weeks of delivery of the service or partial service and to notify any defects immediately in writing, in detail and comprehensibly to the contractor.
- 9.3 There is no defect in the engineering services of the contractor if this is due to a defect in the data and technical specifications or information made available to him by the customer.
- 9.4 Claims and rights due to a defect become statute-barred within one year from the beginning of the statutory limitation period, i.e. with the transmission of the services.
- 9.5 Claims for damages only exist in accordance with section 10 of this general terms and conditions; otherwise they are excluded.

10. LIABILITY

- 10.1 In the event of damage to property and financial loss caused by negligence, the contractor and its vicarious agents are only liable in the event of a breach of a material contractual obligation, the fulfilment of which is essential to the proper performance of the contract and the observance of which the contractual partner can regularly rely on, but the amount of which is limited to the damage foreseeable and typical of the contract at the time of conclusion of the contract. The contractor is not liable for indirect and consequential damages such as profit and loss of production. This limitation of liability does not apply in cases of intent, gross negligence, liability under the Product Liability Act and personal injury or where the law provides for mandatory unlimited liability.
- 10.2 Section 9.4 does apply mutatis mutandis with regard to the limitation of claims for damages, but in accordance with section 10.1.



11. INSURANCE

- 11.1 The contractor maintains a business liability insurance with a sum insured of EUR 1.000.000,00 per insured event for property damages, but no more than EUR 3.000.000,00 per insurance year and EUR 3.000.000,00 for personal injury, but no more than EUR 9.000.000,00 per insurance year.
- 11.2 In addition, the customer includes' the contractor in its business liability insurance as a co-insured company or agent (e.g. assembly insurance, etc.) for the period of performance and ensures an extended period of 10 years of subsequent liability in favour of the contractor. The customer shall prove the aforementioned obligation by submitting relevant documents to the contractor upon request.

12. NON-DISCLOSURE AGREEMENT (NDA)

- 12.1 The parties undertake to treat any information disclosed or made known to them by the other party within the framework of the conclusion of the contract and its execution as strictly confidential as their own trade secrets.
- 12.2 Information that was already publicly or otherwise lawfully freely available to one party or its employees and agents at the time when it was made known by the other party is excluded from the confidentiality protection. Furthermore, there is an exception, if information has to be disclosed in case of a binding decision of an authority but only to the extent that is required to fulfill the obligation. The disclosed party shall inform the other party immediately about the disclosed information in such a case. In the event of a dispute, the burden of proof lies with the party invoking one of the exceptions in its favour.
- 12.3 The confidentiality obligation extends to all employees and agents regardless of the type and legal structure of the employment. Both parties inform the aforementioned group of persons of the obligation to maintain secrecy and commit them accordingly. They will endeavour to keep the number of data subjects as small as possible in the interests of confidentiality.
- 12.4 The confidentiality agreement ends 5 years after the transmission of each individual piece of information to be treated confidentially or at the latest 3 years after expiry of the contractual relationship.

13. FINAL PROVISIONS

- 13.1 Amendments and supplements to the contract including these regulations must be made in writing. This also applies to the waiver of the written form clause.
- 13.2 Should individual provisions of the contract including these regulations be or become wholly or partially invalid or unenforceable, this does not affect the validity of the remaining provisions. In such a case, the parties are obliged to cooperate in the creation of provisions through which a legally effective result is achieved which comes as close as possible to the invalid provision in economic terms. If any loopholes are closed, the sense and purpose of the contract is taken into account; if the agreement contains a provision for a comparable situation of interest, this is decisive.
- 13.3 The place of jurisdiction for all disputes arising from or in connection with the contract is the seat of the contractor's registered office.
- 13.4 All disputes arising from or in connection with this contract are subject to the laws of the Federal Republic of Germany.
- 13.5 The German version of this document shall prevail.

Please note:

This document is also available as PDF file following the link: www.laschet.com/en/download/.
The link for the German version is: www.laschet.com/de/download/.