

GENERAL TERMS AND CONDITIONS - GTC

1 General, scope of application

- 1.1 The following General Terms and Conditions form the basis of every order accepted by elbon.de (hereinafter referred to as "Contractor"). By placing an order, placing an order or with any other comparable document, the Customer expressly and fully recognizes the validity of these terms and conditions.
- 1.2 The Contractor shall provide and develop technical services in the form of expertise, assessment and consulting as well as special trainings in the field of innovative systems and technologies.
- 1.3 Subsidiary agreements, promises and other declarations by the Contractor's employees or any agents shall only be valid if they have been confirmed in writing by the Contractor. This also applies in particular to deviations from these GTC.

2 Order placement and execution

- 2.1 The scope, content and timing of the services shall be specified in writing when the order is placed.
- 2.2 The Contractor shall carry out the orders with care, in accordance with recognized rules of technology and to the best of its knowledge and belief.
- 2.3 If changes or extensions to the agreed scope of the order or the time frame occur during an order, these shall be notified to the other contracting party without delay and, if they are to become part of the contractual performance, shall be agreed in writing.
- 2.4 The Customer shall ensure that the Contractor receives the information and documents to the extent necessary to complete the order.

3 Delay, impossibility

- 3.1 If the Customer defaults on its obligations under 2.4, the Contractor shall inform the Customer of this immediately.
- 3.2 If contractual performance becomes impossible due to repeated or persistent breach by the Customer of its obligations under 2.4, the Contractor may withdraw from the contract. If the Contractor exercises this right, it shall be entitled to payment for the partial services already rendered according to the respective degree of completion or according to the resources used.
- 3.3 If the Contractor defaults on its services for reasons for which it is responsible, the Customer shall set it a reasonable grace period for the provision of services. In addition, the Customer shall be entitled to claim damages.
- 3.4 If the Contractor also fails to provide the service owed within this grace period or if it becomes impossible for the Contractor to provide the service, the Customer shall be entitled to withdraw from the contract and - if the Contractor is at fault - to demand compensation in lieu of the service.

4 Confidentiality, data protection, rights of use

- 4.1 The Contractor shall treat all business transactions and internal matters of the Customer of which it becomes aware as strictly confidential.
- 4.2 The Contractor shall process and use the Customer's personal data only within the company and exclusively for contract-related purposes. The disclosure of personal data (e.g. addresses, telephone numbers, etc.) to third parties is strictly prohibited, unless this is necessary for the execution of the order (e.g. within project teams).
- 4.3 The Contractor shall archive documents and information provided to it by the Customer. Archiving shall be carried out in such a way that unauthorized access to documents and information by third parties is prevented. The duration of archiving shall depend on the respective legal or order-specific requirements.

- 4.4 Insofar as expert judgments, assessment results, calculations and the like are prepared in the course of the execution of the order, which are subject to copyright protection, the Contractor shall grant the Customer a right of use unlimited in terms of subject matter, time and territory, insofar as this is necessary according to the contractually stipulated purpose. Further rights are expressly not transferred.
- 4.5 Any transfer of the rights of use to third parties shall require the consent of the Contractor.
- 4.6 In individual cases, the right of use may be limited in terms of subject matter, time or territory. Such a limitation must be made in writing.
- 4.7 The Customer shall not be entitled to modify expert judgments, assessment results, calculations and the like prepared by the Contractor or to use them outside its business operations.

5 Payment, due date, retention of title

- 5.1 Unless otherwise agreed in individual contracts, invoices are due for payment without deduction within 30 days of the invoice date.
- 5.2 If the Customer is in default of payment or partial payment, the interest due for this shall be calculated from the date of default at the interest rate charged by the Contractor's bank, but at least 8% above the basic rate of interest of the Deutsche Bundesbank.
- 5.3 If a term of payment determined by the calendar is agreed, the Customer shall be in default upon expiry of the term of payment.
- 5.4 If there is an increase in costs due to changes requested by the Customer, the Contractor shall inform the Customer of this increase in good time. If the Customer insists on the fulfillment of his change requests, he agrees to bear the resulting additional costs.
- 5.5 All prices are quoted exclusive of statutory value added tax. VAT shall be shown separately in the invoices.
- 5.6 Complaints about the invoices must be notified by the Customer in writing within a preclusive period of 14 days after receipt of the invoice.
- 5.7 The Contractor retains title to the delivered services until all payments under the contract have been received. The delivered services shall only become the property of the Customer when the Customer has fulfilled all its obligations arising from the business relationship, including ancillary claims and claims for damages.

6 Warranty, limitation period

- 6.1 The Contractor's warranty shall exclusively cover the services ordered in accordance with 2, based on the information and data provided by the Customer.
- 6.2 The Contractor shall not assume any warranty for the correctness and functionality of examined systems or technologies in connection with the services provided by the Contractor. In particular, the Contractor assumes no responsibility for the design, release and marketing of the systems or technologies in question. An exception shall only apply if this has been expressly agreed in the contract.
- 6.3 The Contractor's warranty obligation shall initially be limited to subsequent performance of the contractually agreed service within a reasonable period of time. If the subsequent performance fails, is impossible, unreasonable for the Client, unjustifiably refused by the Contractor or unduly delayed, the Client shall be entitled, at its choice, to demand a reduction of the remuneration or to withdraw from the contract.
- 6.4 Claims for supplementary fulfillment, reduction of the remuneration or withdrawal from the contract that are not subject to the statutory limitation period expire after one year.

7 Liability

- 7.1 The Contractor's liability shall be limited to intent and gross negligence.

- 7.2 The Contractor's liability shall also extend to damages caused by simple negligence, provided that the negligence concerns the breach of essential contractual obligations (cardinal obligations). However, the Contractor shall only be liable insofar as the damage is typically associated with the contract and foreseeable.
- 7.3 Liability for damages pursuant to 7.2 is limited in individual cases to
- EUR 0.5 million for property damage
 - EUR 0.5 million for financial losses
- 7.4 The exclusion or limitation of liability contained in 7.1 to 7.3 shall not apply to damage to life, body or health or to claims arising from a guarantee assumed or under the Product Liability Act.
- 7.5 The Customer shall notify the Contractor immediately and in writing of any damage for which the Contractor is to be liable.
- 7.6 Exclusion and limitation of liability shall also extend to the Contractor's agents and assistants.

8 Place of jurisdiction, place of performance, applicable law

- 8.1 The place of jurisdiction for the assertion of all claims between the parties shall be the registered office of the Contractor.
- 8.2 The place of performance for all obligations arising from the contract shall be the registered office of the Contractor. This shall also apply if the Customer has its registered office or personal residence abroad or moves there during the contractual relationship.
- 8.3 The contractual relationship and all legal relationships arising therefrom shall be governed exclusively by the law of the Federal Republic of Germany.

9 Severability clause

- 9.1 Additions and amendments to these GTC must be made in writing to be legally effective. This also applies to the revocation or amendment of the written form clause itself or the waiver of compliance with the written form requirement.
- 9.2 In the event that a provision of these GTC is or becomes invalid, this shall not affect the validity of the remaining provisions. In this case, the parties shall replace the invalid provision by mutual agreement with a valid provision that comes as close as possible to the economic content of the invalid provision.