

STANDARD TERMS AND CONDITIONS FOR SERVICES

**of the Konradin Publishing Group
(last updated 01/2017)**

1. Scope, defensive provisions

Our terms and conditions only apply vis-a-vis business undertakings (§14 German Civil Code (BGB)), public law legal entities and public law special funds. All of our services – including future services – (e.g. coaching, consulting, conduct of studies) are subject exclusively to these terms and conditions, whether or not we refer to them in any individual case. Deviating, contradictory or supplementary terms and conditions of the Customer only form part of the contract if we have expressly accepted them in writing.

2. Conclusion of a contract

Our offers are non-binding. The Customer is bound by its order for two weeks after it is received by us. Any addition or amendment to an order is subject to our written confirmation; the supply of the service concerned or the receipt of an invoice by the Customer counts as confirmation.

3. Services

We will supply the agreed services at the specified location and are entitled to employ third parties (e.g. subcontractors, self-employed workers) for the purpose. We are free to work for third parties at the same time. Amendments, in particular including additions to specifications, must be agreed in writing.

3. Remuneration

3.1 Unless expressly agreed otherwise in writing, the following applies:

The remuneration will be calculated on the basis of daily rates. Indications of times required are only estimates and are subject to adjustment in the course of the work. We will inform the Customer of any significant deviations.

Travel costs and expenses and any other miscellaneous costs are not included in the remuneration and will be invoiced at cost. Travel time will also be charged separately.

- 3.2 The daily rates cover eight hours' work per business day. If more or fewer hours are worked, the rate will be adjusted pro rata upward or downward.
- 3.3 We will present our account either on the completion of the contracted services or – if so agreed – at the end of each calendar month, accompanied by a record of the work done. Objections to any record of work must be submitted to us in writing within two weeks; otherwise the Customer must prove that the work record is incorrect.
- 3.4 All amounts are subject to the addition of VAT at the rate applicable when the tax obligation arises and payable immediately on receipt of the invoice. If payment is taken by SEPA direct debit, we will notify the Customer of the deduction at least 8 days in advance.
- 3.5 The Customer is only entitled to offset counterclaims if these are legally final and binding or not disputed. This prohibition on offsetting does not apply to a counterclaim based on a defect arising out of the same contractual relationship. The Customer is only entitled to exercise a right of retention if its counterclaim arises out of the same contractual relationship.
- 3.6 If the Customer does not avail itself of contracted services, we are nevertheless entitled to payment just as if the services had been provided as required by the contract, without prejudice to any other rights or claims; we will have arranged supplies and staffing for the purpose. In such a case the Customer must pay 80% of the agreed contractual remuneration, taking possible cost savings into account, unless it can prove that our saving was greater.

4. Cooperation on the part of the Customer

- 4.1 The Customer must on request nominate a contact partner to be available during the performance of the services to answer questions, to assume responsibility on the Customer's side for the execution of the contract and to make and accept valid declarations on the Customer's behalf.
- 4.2 The Customer must ensure that the necessary cooperation is provided in good time (e.g. workstations for staff, adequate Internet connections, provision of hardware, software and data). No charge may be made for such cooperation. The Customer must inform us as early as possible of any changes within its area of responsibility which are relevant to the services to be provided. In the event of doubt as to what cooperation is required, the Customer must contact us.
- 4.3 The Customer must provide us in good time with any plant regulations, safety guidelines and access details.

- 4.4 If the Customer fails to fulfil its cooperation obligations in good time or fulfils them inadequately, we are relieved of our obligation to provide the services.
- 4.5 The Customer is responsible for backing up all stored data at least once each working day, unless data backup is appropriate or necessary more frequently (e.g. before tests).

5. Rights

- 5.1 We only grant the Customer the right to make use of the results of our work to the extent that this is necessary for the fulfilment of the relevant contract purpose, and unless specifically agreed otherwise in writing the usage right conferred is only a simple, non-transferable one. In particular, results may not be modified without our express consent. Any total or partial imitation is prohibited. Even if the Customer is granted an exclusive usage right, we remain entitled to use results in our own advertising (in particular to duplicate them and make them accessible to the public). Any usage right granted remains revocable until the agreed remuneration has been paid in full.
- 5.2 We reserve all rights to models, methods, ideas, know-how and usage rights which we make use of for the provision of the contracted services.
- 5.3 The Customer must name us as the originator on any duplicates (hard and soft copies).

6. Customer's rights in the case of defects

- 6.1 If in an exceptional case we supply services on the basis of a contract to produce a work ("*Werkvertrag*" as defined by German law), the Customer has the rights and obligations detailed below in the event of any material or legal defect. If our services are provided on the basis of a contract for services ("*Dienstvertrag*" as defined by German law), these provisions apply accordingly.
- 6.2 To preserve the right to make a claim, the Customer must submit a complaint about any defect immediately on discovery. This complaint should include as detailed description as possible of the defect concerned. The Customer must on request provide all possible and reasonably to be expected documentation and records required by us for the assessment and rectification of the defect.
- 6.3 The Customer must give us an opportunity to investigate complaints. Should a complaint turn out to be unjustified, the Customer must compensate us for the cost of the investigation.
- 6.4 In the event of a defect, we may choose to either rectify it or supply the item again (remedy). If an attempt to remedy fails or is unreasonable to expect, or if we

refuse any remedy, the Customer is entitled to reduce the payment or – in the case of a significant defect – cancel the contract or claim damages in accordance with Section 7. Only in urgent cases where operational safety is jeopardised or in order to prevent disproportionately greater damages is the Customer entitled to rectify a defect itself or have it rectified by a third party and claim compensation for the necessary costs incurred; in this case the Customer must, however, inform us as soon as possible.

7. Liability for damages and costs

- 7.1 Our liability is unlimited in the case of wilful intent, gross negligence, absence of a guaranteed feature, personal injury or liability pursuant to the German Product Liability Act. In the case of a slightly negligent breach of a substantial contractual obligation (in particular the obligation to supply punctually and free of defects) our liability is limited to foreseeable damages typical of the type of contract concerned. Any liability on our part for slightly negligent breach of non-substantial contractual obligations is excluded.
- 7.2 Foreseeable damages typical of the type of contract concerned are ones up to the amount of the agreed remuneration.
- 7.3 The above provisions apply accordingly to liability to pay compensation for costs incurred in vain.

8. Statute of limitations

- 8.1 The limitation period for claims by the Customer based on defects is one year. This does not apply to damages claims for physical injury or injury to health or based on breach of guarantee, wilful intent or gross negligence by us or any of our vicarious agents.
- 8.2 The limitation period for claims for damages by the Customer which are not based on a defect in goods is one year. This is without prejudice to the statutory limitation provisions applicable to claims based on wilful intent, gross negligence, breach of guarantee, physical injury or injury to health or German Product Liability Act liability.

9. Data protection, confidentiality

- 9.1 The Customer must inform us of any special data protection or confidentiality requirements. If we process personal data for the Customer, subject to the latter's instructions and without discretion, we will conclude an agreement with the Customer to cover the processing of data to order.

- 9.2 If the Customer supplies us with data, in particular personal data outside of the framework of a data processing order, it must ensure that it complies with all data protection law rules.
- 9.3 The Customer's business and company secrets will be kept confidential as required by law. We will keep any other confidential information secret, as long as it is appropriately identified as such, and also place employees and/or third parties under a corresponding confidentiality obligation. This confidentiality undertaking will terminate three years after the services are provided.
- 9.4 The Customer must keep confidential all information not in the public domain, in particular technical and commercial information, know-how and software supplied to it by us in connection with this contract, and treat it in the same way as its own business and company secrets. This confidentiality undertaking will terminate three years after the services are provided.

10. Contract term, termination

- 10.1 Unless otherwise agreed, the contract may be terminated at any time by giving one month's notice.
- 10.2 This is without prejudice to the right to terminate exceptionally for good cause. For example, we may terminate the usage agreement with the Customer for good cause if the Customer fails to pay an invoice of ours even after receiving a reminder and being granted a reasonable extension of the time allowed for payment, if the Customer stops payments or if an application has been made to commence insolvency proceedings with respect to its assets.
- 10.3 Any termination notice or objection to an extension must be in writing to have legal force.
- 10.4 If the Customer gives notice to terminate a contract for the supply of services without good cause, items to be supplied pursuant to a contract for the supply of a work ("*Werkvertrag*" as defined by German law) are subject to the provisions of § 649 German Civil Code (BGB). In the case of items to be supplied pursuant to a contract for services ("*Dienstvertrag*" as defined by German law) we are entitled to demand the agreed payment, less any cost savings. The Customer must pay 80% of the agreed contractual remuneration, unless it can prove that our savings were greater or we prove that our savings were less.

11. Concluding terms

- 11.1 Amendments and additions to the contract between the Customer and us or to these terms and conditions must be in writing to have legal force. The same applies to this written form requirement itself.

11.2 Fax or e-mail are also sufficient to satisfy the written form requirement contained in these terms and conditions.

11.3 German law applies. The legal venue is the place where our registered office is located. We are also entitled to sue at the Customer's registered place of business.

11.4 Should any of the provisions of these Standard Terms and Conditions for Services be or become invalid, this shall not affect the validity of the remaining terms.

12. Online resolution of disputes pursuant to Article 14 of the Regulation (EU) No 524/2013 and consumer resolution of disputes pursuant to § 36 VSBG (German Consumers' Dispute Resolution Act)

The European Commission provides a platform for online resolution of disputes (ODR) which can be found through <http://ec.europa.eu/odr>.
Our e-mail address is: verbraucherschutz@konradin.de

We are currently not willing to participate in resolution of disputes proceedings in front of a consumer arbitration board.

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