

**General Terms and Conditions of
Arqum GmbH – Occupational Safety, Quality and
Environmental Management
(hereafter „Arqum“) – Status August 2021**

1. Contractual Basis

These General Terms and Conditions shall apply exclusively to all business transactions between Arqum and the Client. They also apply for future contracts and offers. Deviating or conflicting terms and conditions of the Client shall only apply, if Arqum has expressly agreed to them in.

2. Scope of Services

- 2.1 The type and scope of the services owed by Arqum, the specific task and procedure shall result from the individual contract agreed upon on the basis of Arqum's offer.
- 2.2 Unless expressly agreed upon otherwise in writing, Arqum owes the performance of services, but not success.
- 2.3 Legal services provided by Arqum do not substitute legal advice. In particular, Arqum does not guarantee the completeness of its legal services. Arqum's legal services are to be regarded as ancillary services to their professional profile and field of activity in the meaning of § 5 Abs. (1) Rechtsdienstleistungsgesetz (Legal Services Act).

3. Involvement of the Client

- 3.1 In order for Arqum to perform its services, the Client shall take all measures necessary in their sphere in due time and free of charge. They shall accompany Arqum in their provision of services, in particular, make any necessary declarations in good time, as well as, provide documents and information. And, inform Arqum of all necessary processes and circumstances that may be relevant for the performance of the service. And, grant Arqum access to the Client's premises, to the extent required. This also applies to documentation, processes and circumstances that only become known to Arqum during the performance of services
- 3.2 Arqum shall not be liable for damages insofar as these are based on neglected or insufficient cooperation on the part of the Client and/or third parties commissioned by the Client; also, a claim for liability for defects against Arqum does not exist in this respect.
- 3.3 Deadlines agreed for the performance of services shall not be binding on Arqum, unless the Client has duly fulfilled any obligations to cooperate (e.g. provision of information, documents, provision of access to certain facilities).
- 3.4 The Client shall be liable for the accuracy of the documents and information provided by it or third parties to Arqum for the purpose of the provision of services by Arqum.

4. Conditions of Payment

The remuneration stipulated in the contract is net plus statutory value added tax. Payments shall be due without deductions 14 days after the invoice date. Unless expressly agreed otherwise, Arqum bills their services on a monthly or quarterly basis. Arqum may demand a reasonable advance payment for their services.

5. Offsetting and Rights of Retention

- 5.1 The client can only declare offsetting with undisputed, recognized or legally established claims.
- 5.2 The Client may only exercise a right of retention for claims arising from the same contractual relationship. A further requirement is that these claims are undisputed, recognized or legally established.

6. Use of Work Results

The Client may only use the results of all services rendered by Arqum for its own operational purposes within the scope of the contractual purpose. It may neither pass them on to third parties nor publish them without Arqum's written consent. The copyright to the work results shall remain with Arqum.

7. Retention of Title

Ownership of goods delivered by Arqum, including written elaborations, and the right to use and exploit the results of Arqum's work shall only transfer to the Client upon full payment by the Client. In the event of a breach of contract by the Client, including default of payment, Arqum shall be entitled to take back delivered goods and handed over written elaborations and to prohibit the exploitation and use of Arqum's work results. If the value of the goods, elaborations and work results still owned by Arqum exceeds the amount of the payment claims to be secured by more than 10%, Arqum shall be obliged to transfer ownership of goods and to permit the use of definable work results at the Client's request and at Arqum's discretion.

8. Confidentiality

The contracting parties shall disclose only to representative bodies and employees of the contracting parties and not to any other third parties, all trade and business secrets of the other contracting party that come to their knowledge, as well as information that has been handed over by the other contracting party marked as confidential. The duty of confidentiality shall not apply if the information was already known or evident to the contractual party prior to disclosure by the other party, became apparent after disclosure to the contractual party without breach of a duty of confidentiality or were disclosed by third parties or must be disclosed by the contractual party due to a legal or final court or official order.

9. Liability for defects

- 9.1 Liability for defects in services shall only be considered in cases determined by law.
- 9.2 A minor reduction of the value or suitability of the performance does not constitute a defect.
- 9.3 The Client shall inspect the work results immediately upon delivery by Arqum, respectively upon production, if these are not to be delivered. In case, a defect becomes apparent, the Client must notify Arqum without delay. If the Client fails to give notice, the work performance is deemed to have been approved, unless it is a defect that was not recognizable during the inspection. If such a defect becomes apparent later, notification has to be made immediately after the defect has been discovered; Otherwise the work performance shall be deemed approved also in view of the defect. Arqum may not invoke this if Arqum has fraudulently concealed the defect.
- 9.4 § 639 BGB (German Civil Code) remains unaffected. The following clause shall apply to claims for damages and reimbursement of expenses, also due to defects.

10. Liability

- 10.1 Arqum shall be held liable for intent and gross negligence irrespective of the legal basis, in accordance with the legal regulations.
- 10.2 Arqum shall be held liable irrespective of the legal basis in the event of simple negligence only in case of:
- a) for damages resulting from injury to life, body and health,
 - b) in the event of mandatory statutory liability under the German Product Liability Act (Produkthaftungsgesetz),
 - c) for damages resulting from the breach of a material contractual obligation (a material contractual obligation is an obligation the fulfillment of which is a prerequisite for the proper performance of the contract and on the fulfillment of which the contractual partner regularly relies and may rely). In the event of a breach of a material contractual obligation, however, liability for simple negligence shall be limited to compensation for the foreseeable, typically occurring damage. In this respect, liability for indirect damage and consequential damage caused by a defect is excluded, unless such damage was foreseeable and typically to be expected. In addition, liability for the breach of an essential contractual obligation, is limited to the maximum covered by Arqum's business liability insurance. This amounts to EUR 5,000,000.00 per claim for property damage and resulting further financial losses and EUR 1,000,000.00 per claim for other financial losses not caused by previous property damage and personal injury.
- 10.3 The exclusions and limitations of liability pursuant to Section 10.2 shall apply to the same extent in favor of Arqum's employees and other vicarious agents.
- 10.4 § Section 377 of the German Commercial Code (HGB) shall apply accordingly to services and work performed by Arqum. The notification of defects shall not release the Client from its obligation to pay.

11. Statute of Limitations

- 11.1 The limitation period for any claims of the Client against Arqum for damages or due to defects shall be one year, unless § 438 para. 1 no. 2 or § 634a para. 1 no. 2 of the German Civil Code (BGB) applies.
- 11.2 The limitation period pursuant to Section 11.1 shall not apply in the event of intent, fraudulent concealment of a defect or acceptance of a guarantee of quality. Furthermore, it shall not apply in the case of claims for damages due to injury to life, body or health or freedom of a person, in the case of claims arising from the Product Liability Act, in the case of grossly negligent breach of duty or in the case of culpable breach of essential contractual obligations.
- 11.3 In case of doubt, the performance of subsequent performance by Arqum shall not constitute any acknowledgement within the meaning of Section 212 No. 1 BGB. Subsequent performance measures shall suspend the limitation period applicable to the original claim for performance by the duration of the subsequent performance measure carried out. The limitation period shall not start anew as a result.
- 11.4 In all other respects, the statutory regulations apply.

12. Premature Termination

The contractual parties may only terminate the contract prematurely for good cause. In the event of termination, Arqum shall be entitled to a portion of the remuneration corresponding to the services provided to date.

13. Adjustment of the remuneration

- 13.1 If, after the conclusion of the contract, Arqum or the Client become aware of changes in the legal situation which affect the services to be provided by Arqum (e.g. changes in environmental regulations), the contractual parties shall inform each other thereof without delay. If this increases the amount of work required for the performance of the services owed under the contract, Arqum may demand a reasonable increase in remuneration.
- 13.2 If, in the course of the cooperation, it becomes apparent that the effort to be performed by Arqum deviates significantly from the effort calculated in the contract for reasons other than those set out in Clause 13.1, Arqum may demand that an adjustment of the remuneration be negotiated. Arqum may terminate the contract with immediate effect and demand payment of a portion of the remuneration corresponding to its performance to date if the effort required for the performance of the service is greater than the calculated effort and no agreement can be reached with the Client on a reasonable increase in remuneration.

14. Public Relations

Unless the Contractual Partner objects, Arqum shall be entitled to name the Contractual Partner as a reference.

15. Final Provisions

- 15.1 Verbal or written collateral agreements do not exist. Amendments or supplements to the contract shall only be effective if they are concluded in writing or mutually confirmed in writing. This written form requirement can only be deviated from in writing.
- 15.2 The place of performance for all obligations of Arqum arising from the contractual relationship shall be Munich, Germany.
- 15.3 This contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.
- 15.4 The place of jurisdiction for all legal disputes arising from the contractual relationship and its existence and validity shall be Munich, or at Arqum's option, the Client's registered office.
- 15.5 Should individual regulations of this contract, including these General Terms and Conditions, be or become wholly or partially invalid, this shall not affect the validity of the remaining regulations. The wholly or partially invalid regulation shall be replaced by a regulation that comes as close as possible to the economic success of the invalid regulation.