

## General Terms of Business of IPL Beratung GmbH

### § 1 Application

- 1.1 These General Terms of Business apply to contracts whose object is the provision of advice and information from the contractor to the client in the planning, preparation and execution of business or technical decisions or plans, in particular in the following areas:
- Conducting of analyses in the area of production and logistics of the client
  - Implementation projects in the area of production and logistics of the client
  - Support in the optimisation of business processes within the company and in cooperation with its suppliers and customers
  - Support in the introduction of new data processing procedures
  - Provision of software for supporting processes and decision-making in purchasing, logistics and production management
  - Preparation for certification or auditing pursuant to DIN EN ISO 9000ff
  - Management coaching and management consulting
- 1.2 Terms of business of the client shall only apply if they have been expressly agreed in writing.

### § 2 Contractual object / service scope

- 2.1 The object of the order is the agreed consulting activity specified in the contract, not the attainment of a defined business success. The contract thereby fulfils the requirements of a service contract. This applies regardless of whether the activity is to be performed on a one-off basis or on a daily recurring basis. The consulting service may be performed in person or through the provision of software. Reports or other works shall be prepared by separate agreement. The services of the contractor are rendered once the necessary analyses, the resulting conclusions and the recommendations are elaborated and explained to the client. Whether or not the conclusions or recommendations are implemented is not relevant.
- 2.2 At the request of the client, the contractor shall provide information about the status of order execution or, after completion of the order, give account by means of a written report which describes the essential content of the process and result of the consulting service. Should the contractor prepare a comprehensive written report, in particular for submission to third parties, this must be agreed separately.
- 2.3 The contractor shall conduct all work with the utmost care and always with respect to the individual situation and the needs of the client.
- 2.4 The contractor undertakes to correctly and completely represent the situation of the company in the surveys and analyses with respect to the question at hand. Data supplied by third parties or the client shall only be checked for plausibility. The conclusions and recommendations to be derived from the investigations shall be made according to best knowledge and the recognised rules of science and practice. The recommendations shall be presented in a clear and understandable manner.
- 2.5 Unless otherwise agreed, the contractor may utilise expert subcontractors for order execution; however, the contractor shall always remain directly committed to the client. The contractor shall utilise properly trained employees with the necessary expertise and continuously supervise and monitor them in order execution. In other respects, the contractor shall decide at its own discretion which employees it shall utilise or substitute.
- 2.6 Should the contractual object concern software, inter alia, the contracting parties agree that, in accordance with the state of technology, errors cannot be ruled out – in particular with complex program sequences – even when exercising utmost care. Reproducible errors in the software created by the contractor shall be rectified within a reasonable period during a period of six months from delivery of the software following written specification by the client or corrected by means of delivery of a substitute solution. Errors in third-party software supplied by the contractor or in third-party products for the contractor's software shall be rectified in the warranty coverage of the third-party supplier.



### **§ 3 Service changes**

- 3.1 The contractor undertakes to take account of the client's change requests provided this is reasonable for the contractor in connection with its operating capacities, in particular with respect to the workload and scheduling involved.
- 3.2 Insofar as the review of the change possibilities or the realisation of the desired changes affect contractual conditions, in particular the workload of the contractor or the schedule, the parties agree to an appropriate adjustment of the contractual conditions, in particular the increase of remuneration and postponement of deadlines. Unless otherwise agreed, the contractor shall in this case perform the work without consideration of the change requests until adjustment of the contract.
- 3.3 If an extensive review of the additional workload is necessary, the contractor may request a separate assignment for this purpose.
- 3.4 Amendments and supplements to the order must be made in writing to be effective. Records about meetings related thereto or to project progress shall satisfy this requirement if they are signed by authorised representatives of both parties.

### **§ 4 Obligation to secrecy / data protection**

- 4.1 Without limitation in terms of time, the contractor is obliged to maintain secrecy with respect to all information marked as confidential or business and operating secrets of which it becomes aware in connection with the order. Disclosure to third parties not involved in the execution of the order is only permitted with the written consent of the client.
- 4.2 The contractor is responsible for committing all personnel it utilises in executing the order to comply with this obligation.
- 4.3 The contractor is authorised to process the personal data entrusted to it in accordance with the purpose of the order and in compliance with data protection provisions, or to have such data processed in this manner by third parties.

### **§ 5 Duties of the client to cooperate**

- 5.1 The client undertakes to diligently support the contractor and create all the conditions necessary for proper order execution in its operating sphere; in particular, the client undertakes to promptly provide all documents necessary or important for order execution.
- 5.2 At the request of the contractor, the client undertakes to confirm in writing the correctness and completeness of the documents provided as well as its information and verbal declarations.

### **§ 6 Remuneration / payment conditions / offsetting**

- 6.1 The remuneration for all services of the contractor shall be agreed in writing according to the times expended for the service (time-based fee) or as a fixed price. A remuneration to be paid depending on the degree of success or only in the event of success must be agreed separately and in writing. Unless otherwise agreed, the contractor shall have a claim to the reimbursement of expenses in addition to the remuneration claim. The details of payment are set down in the contract.
- 6.2 All claims shall be due upon invoicing and are payable immediately without deduction. The statutory value added tax must be added to all prices and shall be shown separately in the invoices. In the event that a time-based fee is agreed, the invoices shall be issued monthly based on the time expended.
- 6.3 Multiple clients (natural and/or legal persons) shall be jointly and severally liable.
- 6.4 Offsetting against claims of the contractor to remuneration and the reimbursement of expenses is only permissible for uncontested or legally determined claims.



## **§ 7 Rectification of defects**

- 7.1 Insofar as the services are capable of being subsequently improved, the contractor shall rectify any defects in its responsibility provided that this is possible with reasonable effort. The client undertakes to promptly report any defects in writing, yet no later than within two months after provision of service.
- 7.2 In the event that the subsequent improvement fails, the client may also request a reduction of the remuneration or rescission from the contract. If the order was issued by an entrepreneur, a legal person under public law or a special fund under public law, the client may only request rescission from the contract if the rendered service is not of interest to the client due to the failure of the subsequent improvement. For further compensation claims, § 8 applies.

## **§ 8 Liability**

- 8.1 The contractor is liable to the client, regardless of the legal basis, for the damages it or its employees cause through intent or gross negligence.
- 8.2 Liability for a single damage case is limited to a maximum of EUR 500,000.00. A single damage case is deemed to be the sum of compensation claims of all persons entitled, which arise from a single, temporally coherent, rendered, definable and thus unitary service.  
In the event of the predictability of a significantly higher damage risk, the client is obliged to inform the contractor accordingly. At the request of the client, a higher liability amount may be agreed. In this case, the client shall assume the costs for an extension of the contractor's liability coverage.
- 8.3 Compensation claims of the customer due to the use of software provided by the contractor are only permissible for the direct damages up to the amount of the original program/licence price, unless otherwise expressly restricted or excluded in other conditions. Liability and compensation for consequential damages are excluded. In order to prevent damages and consequential damages, the client is responsible for continuous inspection.

## **§ 9 Limitation**

Contractual compensation claims of the client against the contractor lapse in two years from the point at which the claim arose. The contractor shall not be liable for the client's improper use or implementation of the recommendations contained in the working documents or in connection with the services.

## **§ 10 Protection of intellectual property**

- 10.1 The client shall be responsible for ensuring that the reports, organisation plans, drafts, drawings, compilations and calculations as well as programs and files produced by the contractor in connection with the order are only used for the contractually agreed purposes and are not duplicated, processed, translated, reprinted, forwarded or disseminated without express consent in individual cases.  
The use of the rendered consulting services for the company associated with the client requires an express written agreement.
- 10.2 Insofar as work results are copyrightable, the contractor shall remain the originator. In these cases, the client shall only receive an irrevocable, exclusive and non-assignable right of use to the working results, which is only restricted by Paragraph I Clause I, but otherwise unrestricted in terms of time and space.

## **§ 11 Duty of loyalty**

- 11.1 The parties commit to mutual loyalty. They shall promptly inform each other mutually about all circumstances which occur in the course of project execution and which may influence processing.
- 11.2 In particular, the hiring or other engagement of employees or former employees who are or were involved in connection with order execution is prohibited prior to expiry of twelve months after the end of the cooperation.
- 11.3 The client undertakes to promptly notify the contractor of any intentions to terminate or change on the part of the contractor's employees utilised in order execution, should it become aware of such intentions.
- 11.4 Insofar as the service concerns software, inter alia, the client undertakes not to permit any persons other than those commissioned and authorised by the contractor to access the software. This also includes private support by employees or former employees of the contractor. Unless otherwise agreed in the contract, the software shall remain the property of the **client** and be subject to copyright law. A transfer or multiple use of the software or access authorisations by the



client is not permitted.

## **§ 12 Force majeure**

Incidents of force majeure which hinder the service or render it temporarily impossible permit the respective party to postpone the fulfilment of its service by the duration of the hindrance and an appropriate start-up period. Force majeure includes labour disputes and similar circumstances insofar as they are unforeseeable, severe and without fault. The parties shall promptly inform each other about the occurrence of such circumstances.

## **§ 13 Termination**

13.1 Unless otherwise agreed, the contractor may terminate the order with a period of one month to the end of the month. The right to extraordinary termination remains unaffected.

13.2 Termination must be made in writing to be effective.

## **§ 14 Right of retention/safekeeping of documents**

14.1 Until complete payment of its claims, the contractor shall have a right of retention to the documents provided to it, whose exercise is contrary to the duty of loyalty if retention would cause an unreasonably high damage to the client which could not be justified in the balance of interests.

14.2 After settlement of its claims from the contract, the contractor shall return all documents which the client or a third party provided to it in connection with order execution. This shall not apply to correspondence between the parties and simple copies of reports, organisation plans, drawings, compilations, calculations etc. produced in connection with the order insofar as the client has received the original versions.

14.3 The duty of the contractor to store the documents for safekeeping shall lapse six months after receipt of the written request for collection, or otherwise three years – or five years for documents retained pursuant to § 14.1 – after the end of the contractual relationship.

## **§ 15 Miscellaneous**

15.1 Rights arising from the contractual relationship with the contractor may only be assigned after prior written consent.

15.2 The law of the Federal Republic of Germany applies exclusively to all claims arising from the contract.

15.3 Amendments and supplements to these conditions or the contract must be made in writing and must be marked expressly as such.

15.4 The jurisdiction for all disputes arising from the contract is the registered address of the contractor insofar as the order was issued by an entrepreneur, a legal person under public law or a special fund under public law.

15.5 The contractor is permitted to indicate the name of the client as a reference and advertise with this reference unless expressly opposed by the client.

15.6 Amendments and supplements to this contract must be made in writing. Should a provision of this contract be or become ineffective, this shall not thereby affect the remaining provisions of the contract. The contracting parties undertake to replace the ineffective provision with an effective provision which comes closest to the original economic intention in a legally admissible manner. The same applies in the event of contractual omissions. Unless otherwise stipulated by this contract, the provisions of the German Civil Code apply.