

General Terms and Conditions

1. General

- 1.1. verico SCE provides verification and consulting services in the form of expert opinions, consultancy and specialized training courses. Consultancy and verification services are mutually excluded for the same customer on the same project.
- 1.2. The customer shall accept the General Terms and Conditions and schedule of fees valid at the time of order placement. Deviating terms and conditions of individual customers cannot be recognized as a matter of principle.
- 1.3. Ancillary agreements, promises and other statements by members of verico SCE or officially authorized experts called in by the latter shall only be considered binding if expressly confirmed by verico SCE. This shall also apply to any amendments to this clause.

2. Contractual performance

- 2.1. verico SCE shall perform the contractual services and/or prepare expert reports in accordance with the established state of the art and unless otherwise agreed in writing in the manner customary at verico SCE.
- 2.2. The scope of contractual activities to be performed by verico SCE shall be defined in writing on placement of order. If any modification or extension of the defined scope of order prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in writing. In such cases, customers shall have the right to withdraw from the contract, if they can no longer be expected to remain a party to the contract in view of the modification or extension. However, in accordance with Article 649 of the BGB (German Civil Code), the customer shall pay the agreed compensation or, if no sum has been agreed, suitable remuneration.

3. Deadlines, delayed performance, impossibility of performance

- 3.1. The deadlines for contractual performance quoted by verico SCE shall be binding only if this has been explicitly agreed upon in writing.
- 3.2. Should verico SCE, for reasons for which it is to blame, have exceeded a binding deadline for contractual performance and thus be in default of its contractual obligations, the customer shall have the right to claim compensation for any damage due to delayed performance. Compensation shall amount to 1% of the value of the contract whose performance is delayed under the terms of the contract for each completed week of delayed performance up to a total maximum of 25% of the above value. Any further claims for damages shall be governed by the provisions outlined in Sections 4.5 and 5.
- 3.3. Should verico SCE's customer, in the case of delayed performance, grant a reasonable additional period within which performance is to take place and should verico SCE fail to observe this new deadline or ascertain that performance is no longer possible, the customer shall have the right to withdraw from the contract and – if verico SCE is at fault – claim damages in lieu of performance. Articles 281, 323 of the BGB (German Civil Code), shall remain unaffected hereby.

4. Liability

- 4.1. Warranty by verico SCE only covers contractual services with which it has been explicitly commissioned as per Section 2.1.
- 4.2. Any warranty given by verico SCE shall initially be restricted to corrected services completed within a reasonable time limit. Should such rework fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by verico SCE, the customer shall be entitled, at its discretion, either to a reduction in price or rescission of the contract.
- 4.3. The warranty period shall be one year after acceptance of the contractual service by the customer.
- 4.4. Should a defect or deficiency, apart from the absence of guaranteed quality of a promised characteristic, be due to circumstances for which verico SCE is to blame or positive breach of a contractual obligation by verico SCE, the latter shall, in the case of minor negligence, be liable for any damage caused to the customer only up to a maximum amount of EUR 500,000 for damage to property and EUR 50,000 for economic loss per contract. Any claims to damages exceeding the above amounts shall be governed by Section 5.1.
- 4.5. Any claims for repayment of expenses covered by Article 635, (2) of the BGB (German Civil Code), shall not be affected by this clause.
- 4.6. The limitations of liability outlined in Sections 4.4 and 4.5, hereunder shall also apply to the personal liability of verico SCE members and any parties called in by and assisting the latter in contractual performance, especially officially authorized experts.

5. Further liability

- 5.1. Except in cases involving intentional conduct, gross negligence or personal injuries any further claims for compensation for direct and indirect damage made by the customer – regardless of their legal basis – shall be excluded. This applies in particular to claims to damages arising out of positive breach of a contractual obligation or a tort and damage not arising in the contractual object itself, in as far as they exceed the liability and warranty assumed by verico SCE in Sections 3.2, 3.3 and 4.2 to 4.6.

This shall also apply to the personal liability of verico SCE members and any parties called in by and assisting the latter in contractual performance, especially officially authorized experts.

- 5.2. Regardless of the above, the client shall be obliged to take out standard insurance covering direct or indirect damage.

6. Terms of payment and prices

- 6.1. Unless a fixed price or other calculation basis has been explicitly agreed upon, services shall be billed in accordance with the fees outlined in the schedule of services and prices valid at the time of contract conclusion. In the absence of a valid schedule of services and prices, contractual provisions must be agreed on a case-by-case basis.
- 6.2. Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be made out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by verico SCE.
- 6.3. Unless otherwise agreed, the fees billed in line with Section 6.2 and/or via the final invoice after acceptance of work shall be due for payment immediately upon invoicing. In cases involving default of payment by the customer, verico SCE shall be entitled to claim from the customer penalty interest on the outstanding invoice amount of 8% p.a. above the base interest rate. The customer shall be in default of payment upon receipt of a reminder or 30 days after receipt of invoice at the latest. If a specific period of payment is agreed upon, the customer shall be in default of payment upon expiry of this period. Article 286 of the BGB (German Civil Code), shall not be affected by this clause.
- 6.4. Fees shall be subject to the amount of value added tax valid at the time in question. The amount of value added tax shall be shown separately on the invoice.
- 6.5. Any objections to invoices must be made in writing to verico SCE within a 14-day preclusion period after receipt of invoice, and reasons stated.

7. Confidentiality, copyright, data protection

- 7.1. verico SCE shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.
- 7.2. In as far as expert opinions, calculations and the like that are protected by copyright are prepared within the scope of contractual performance, verico SCE shall grant the customer a simple, non-transferable right of use, if this is necessitated by the underlying purpose of the contract. This transfer of copyright explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change or use expert opinions, calculations and the like outside its business. In as far as necessary for the purpose of the contract, expert reports and work results may be disclosed to authorities or public bodies. The publication of expert reports, in particular in the media (Internet), and all other forms of disclosure to third parties are, on the other hand, subject to the express advanced written approval of verico SCE.
- 7.3. verico SCE, its members, and the experts called in by verico SCE shall not, without authorization, disclose or turn to use any business or company circumstances of which they become cognizant during their activities.
- 7.4. verico SCE shall process and use personal data for its own purposes only. To this end, verico SCE will also use automated data processing systems. In order to meet the data protection requirements outlined in the appendix to Article 9 of the BDSG (German Data Protection Act), verico SCE has taken technical and organisational measures to ensure the security of its data and data processing operations. The employees/members engaged in data processing are bound by the BDSG and are expected to observe all data protection regulations strictly.

8. Place of jurisdiction, place of performance, applicable law

- 8.1. In as far as the prerequisites outlined in Article 38 of the Code of Civil Procedure have been fulfilled, the place of jurisdiction for the assertion of claims by both contractual partners shall be Munich.
- 8.2. Place of performance for any obligations arising out of the contract shall be Freising, the domicile of verico SCE.
- 8.3. The contractual relationship and all legal relations arising therefrom shall be exclusively governed by German law as applicable between domestic contractual parties under exclusion of the United Nations' Convention on Contracts for the International Sale of Goods (CISG).

9. Scope of application and miscellaneous

- 9.1. These General Terms and Conditions shall apply to enterprises and all public corporations and Special Funds of the Federal Government as defined in Article 310 of the BGB (German Civil Code), unless explicitly agreed upon otherwise.
- 9.2. If the customer does not belong to the group of persons cited in paragraph 9.1 hereunder and enumerated in Article 310 of the BGB (German Civil Code), these General Terms and Conditions shall apply with the following provisions:
 - contrary to Section 3.1 above, the deadlines for order processing quoted by verico SCE shall be binding; Section 6.3 shall apply with the following proviso: penalty interest rates shall be 5 per cent p.a. above the base interest rate;
 - Section 8.1 shall apply with the following proviso: Munich shall be agreed as the place of jurisdiction, if the customer moves its domicile, residence or normal place of abode outside the area governed by German law, or if the customer's domicile, residence or normal place of abode is unknown when action is brought; Section 8.2 shall not apply.