

General Terms and Conditions of Varelmann Beratungsgesellschaft mbH (as of 1 January 2017)

The following General Terms and Conditions shall apply to all business relationships with Varelmann Beratungsgesellschaft mbH (hereinafter referred to as "Varelmann").

§ 1 Scope of validity

1. Unless otherwise agreed in the individual case, all agreements with Varelmann shall be concluded exclusively in accordance with the following provisions. Upon placement of the order, the Customer agrees to comply with Varelmann's General Terms and Conditions. Any terms and conditions of the Customer that conflict with or deviate from these General Terms and Conditions shall not be binding upon Varelmann unless Varelmann has explicitly recognised them in writing. These General Terms and Conditions shall apply even if Varelmann renders its services to the Customer without reservation despite having knowledge of the fact that the Customer's terms and conditions conflict with or deviate from its own.

2. These General Terms and Conditions shall apply to all services and works contract services rendered by Varelmann, the licensing of software and all obligations arising under the contractual relationship with the Customer as well as all future business relationships.

§ 2 Placing of order

1. Any contract with Varelmann shall not enter into force until the Customer accepts the offer without reservation or receives the written confirmation of order, or until Varelmann starts providing the services. If Varelmann confirms the order in writing, the order confirmation shall prevail with respect to the content and scope of the contract unless otherwise expressly agreed.

2. Any amendments, collateral agreements, supplements, representations and warranties must be expressly confirmed by Varelmann in writing in order to become effective. This shall also apply to any waiver of this clause.

§ 3 Execution of order

1. Varelmann shall be obliged to only provide the contractually agreed services in compliance with the generally accepted technical regulations applicable at the time of conclusion of the contract. The Customer shall be obliged to inform Varelmann of any events and circumstances that might be relevant to the execution of the order. In addition, the Customer shall notify Varelmann of any facts relevant to the provision of its services.

2. Varelmann shall generally not be obliged to check any information, data, etc. provided by the Customer for completeness and accuracy, unless this obligation is part of the order.

3. Varelmann does not assume any warranty regarding the accuracy of safety rules, regulations and programmes underlying the execution of the order, unless they have been issued by Varelmann itself or are subject matter of the order. Varelmann does not assume any responsibility for the properness and functioning of the objects checked for technical safety, unless expressly agreed upon in the order.

4. If the Customer is obliged to cooperate with Varelmann in providing the services, the Customer must do so in a timely manner. If the Customer fails to do so or do so properly, Varelmann shall be entitled to invoice any resulting additional expenditures incurred by it to the Customer. The right to assert any further legal claims shall remain reserved.

5. Varelmann shall be entitled to have its services provided by a subcontractor who has been carefully selected by it and who appears to be adequately qualified.

6. Any business and trade secrets a contractual party gains knowledge of during the performance of the contract may not be revealed to or used by unauthorised third parties.

§ 4 Time limits/deadlines for completion of order

1. Any time limits or deadlines for completion of an order shall be binding only if expressly agreed upon in writing. Binding time limits/deadlines shall apply only if all obligations as specified in § 3 Paragraph 4 of these General Terms and Conditions are fulfilled. Subsequent requests for change or any delay in the performance of the duties of cooperation by the Customer will result in an extension of the performance periods.

2. If the services to be rendered by Varelmann are delayed due to unforeseen circumstances or circumstances caused through no fault of Varelmann (e.g., labour conflicts, interruption of operations, etc.), Varelmann shall be entitled to rescind the contract either in part or in whole or, at its own choice, to postpone the provision of the services and extend the period of obstruction. Varelmann shall notify the Customer of the non-availability or partial provision of the services without delay and, in the event of rescinding the contract, shall reimburse the Customer for any considerations the Customer has already made in return. Any damage claims shall be excluded.

3. If the Customer is in default of acceptance or violates its duties of cooperation, Varelmann shall be entitled to claim compensation for any resulting damages, including any additional expenditures.

4. Varelmann shall be obliged to compensate for any damage caused by delay in performance or impossibility of performance through its own fault in accordance with § 8 of these General Terms and Conditions.

§ 5 Acceptance

1. If the services rendered by Varelmann must be accepted, the Customer shall be required to do so. Any minor defects that do not materially affect use of the services for the contractually agreed purpose do not entitle the Customer to refuse acceptance, irrespective of its right to assert claims for defects. In case of partial services rendered independently, Varelmann can demand partial acceptance.

2. If the Customer refuses acceptance in violation of Paragraph 1, acceptance shall be deemed effected nevertheless.

3. Intellectual property shall be deemed accepted if the Customer fails to make reservations in writing against any obvious or alleged defects described in full detail within 30 days after receipt of the intellectual property. Should any reservation made by the Customer prove to be unjustified, the Customer shall bear the additional expenditures incurred for it.

§ 6 Terms of payment

1. The remuneration shall be indicated in the offer or in the confirmation of order. If it is not indicated therein, an adequate remuneration shall be deemed agreed upon. The remuneration is exclusive of the statutory value-added tax (VAT), which will be charged at the statutory rate in force on the day of billing and shown in the invoice as a separate item.

2. If no fixed price has been agreed and if it turns out during the provision of a service that the costs will exceed the estimated costs indicated to the Customer by more than 10%, Varelmann shall notify the Customer accordingly. In this case, the Customer shall be entitled to terminate the contract in accordance with § 649 BGB [German Civil Code], and Varelmann will only invoice the services rendered until the date of termination. The same shall apply if Varelmann rescinds the

contract for good cause or if the contract is terminated by mutual agreement.

3. Any right of retention by the Customer regarding the remuneration and any offset with a counterclaim shall be excluded, unless the counterclaim is undisputed or has been recognised by declaratory judgement.

4. Varelmann shall be entitled to demand advances on costs, provided that they are not contrary to any prevailing interests of the Customer, or to issue partial invoices for the services rendered. If the Customer is in delay with payment of at least one partial invoice despite a grace period, Varelmann shall be entitled to refuse further execution of the order, to rescind the contract and/or to demand compensation for damages instead of performance.

5. In case of delay in payment, the Customer must pay default interest at a rate of 8%, unless Varelmann furnishes proof of greater damage caused by the Customer.

§ 7 Warranty

Varelmann shall be entitled to cure defective performance or to render it again (subsequent performance). For this purpose, an adequate grace period must be set by the Customer. If subsequent performance is ultimately rejected by Varelmann or not effected by it within the set time limit or if it fails, the Customer shall be entitled, at its own choice, to demand reduction in the price or rescission of the contract in accordance with the statutory provisions. Any damage claims shall exist only in accordance with § 8 of these General Terms and Conditions. The Customer shall notify Varelmann of any defects in writing immediately after they have been identified. The warranty period shall expire one year after the beginning of the statutory statute-barred period.

§ 8 Liability

1. Varelmann shall be fully liable for any damages resulting from injury to life, body or health and for any other damages which are based on wilful or grossly negligent violation of obligations by any of its legal re-representatives or vicarious agents.

2. In case of violation of a material contractual obligation, Varelmann's liability for compensation shall be restricted to the typically occurring damage that could have been anticipated at the time of conclusion of the contract. Any further liability of Varelmann shall be excluded.

3. In case of slight negligence, Varelmann's liability for any material damage or financial loss shall be excluded.

4. The Customer shall notify Varelmann of any damage for which Varelmann is liable in writing without delay.

5. To the extent that Varelmann's liability for damages is excluded or restricted in accordance with the provisions set forth above, this exclusion or restriction shall also apply to the personal liability of its bodies, employees, representatives and vicarious agents as well as to all claims for compensation arising from an unlawful act (§ 823 et seq. BGB), but not, however, to any claims arising under §§ 1, 4 ProdHaftG [German Product Liability Act].

6. Varelmann shall be liable for the recovery of data only if the Customer ensures that the relevant data can be retrieved from other data material at a reasonable expense.

7. Any claims for damages pursuant to Paragraph 1 shall become statute-barred in accordance with the statutory provisions. Any claims for damages pursuant to Paragraph 2 shall become statute-barred one year after the beginning of the statutory statute-barred period.

§ 9 Copy rights / rights of use

1. If the execution of the order brings about results that are subject to copyright, Varelmann shall, to the extent required for the purpose of the contract, grant the Customer a simple, non-exclusive, non-transferable and non-sublicensable right of use. The Customer shall be permitted to use the results only in full and not in excerpts, and only for the contractually agreed purpose.

2. Any transfer and use of the services rendered by Varelmann for purposes other than the contractually agreed ones, including their publication, shall be permitted only with Varelmann's prior written consent.

§ 10 Place of performance/jurisdiction

1. The place of performance for all services shall be the place of business of Varelmann.

2. Any assignment or pledging of claims of the Customer which are arising from the business relationship with Varelmann shall be excluded.

3. The place of jurisdiction for all claims arising from the business relationship shall be the place of business of Varelmann. However, Varelmann shall be entitled to sue the Customer at its general place of jurisdiction.

4. In case of cross-border services, Varelmann's place of business shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship (Art. 17 EuGVÜ [European Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters] and/or Art. 23 EuGVVO [Council Regulation (EC) No 44/2001 of 22 December 2000 on Jurisdiction and the Recognition and Enforcement of Judgements in Civil and Commercial Matters]). Varelmann reserves the right to sue the Customer at its general place of jurisdiction or to appeal to any other court that is competent pursuant to EuGVÜ and/or EuGVVO.

5. The contractual relationship shall be governed exclusively by the substantive law of the Federal Republic of Germany. Any application of the UN Sales Convention shall be excluded.

6. If any provision of these General Terms and Conditions is or becomes invalid or if there is any gap, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the contract with due observance of the interests of both parties.