

## General Terms and Conditions

### **Section 1 Scope of application**

(1) These general terms and conditions (hereinafter: GTC) apply to all consulting offers (in particular technical support, technical consultancy, engineering consultancy and application advice) provided by us,

C&U Europe GmbH	and/or	C&U Europe Holding GmbH
Konrad- Kurzbold- Str. 7a		Rudolf-Diesel-Strasse 22
D-65549 Limburg a.d. Lahn		97424 Schweinfurt
Germany		Germany

(hereinafter: C&U) and all contracts with you as our client (hereinafter: Client)

(2) The GTC apply regardless of whether a specific contractual relationship is established between C&U and the Client. Even during contract initiation, our services are expressly only provided under these GTC. The version of the GTC valid at the time of the initiation or conclusion of the contract is decisive.

(3) Insofar as consultancy contracts contain provisions which deviate from the GTC, the individually agreed contractual provisions take precedence over these GTC. Any other deviating conditions of the Client are not accepted. This also applies if C&U does not expressly object to their inclusion.

### **Section 2 Technical consultancy services**

(1) Technical consultancy services are agreed in the written contracts with the Client, in which the scope, purpose and intended use of the results of the consultancy services in particular are described in detail.

(2) The periods of time specified by C&U in the contract for the provision of consultancy services are only approximate and are provided for information. They do not constitute binding fixed dates. In the event of insignificant delays in the provision of the consultancy services or delays for which C&U is not responsible, the Client is not entitled to withdraw from the contract or to claim damages.

### **Section 3 Client obligation to cooperate**

To enable C&U to perform the requested professional services, the Client shall inform C&U comprehensively about any circumstances that may be of significance for the consultancy service. All questions asked by C&U consultants shall be answered as completely, accurately and quickly as possible.

#### **Section 4 Secrecy**

(1) The parties undertake to treat the work results of the respective other party as well as all other information, in particular of a technical and economic nature, intentions, experience, knowledge, designs and documents, including the pre-existing results, which become known to them as a result of the consultation (together "confidential information"), as confidential towards third parties, not to make them accessible to third parties, to protect them from access by third parties and not to make them the subject of a separate application for industrial property rights.

(2) The Client is only entitled to disclose this confidential information to any subcontractors with the prior consent of C&U, subject to the imposition of the confidentiality obligations.

(3) C&U is entitled to disclose confidential information within the C&U Group without the prior consent of the Client.

(3) The above obligations do not apply to such confidential information which was already known to a party prior to its disclosure under this contract, which was independently developed or otherwise lawfully obtained by a party, or which is or becomes generally known without violation of the separately agreed contract between the parties.

(4) The parties shall ensure in an adequate manner that the employees, freelancers and subcontractors engaged by them in the performance of the contract also observe the above confidentiality obligations.

(5) Upon termination of the consultancy contract, the work results embodied in documents etc., including all copies, which are in the possession or under the control of the other partner, must be returned by the other partner to the partner concerned in full and without undue delay.

#### **Section 5 Property rights to the consultancy results**

(1) Consultancy results are all results arising during the performance of the services according to a specific contract, especially expertise, inventions, industrial property rights, copyright protected works, computer programs as well as documentation, reports and records, also insofar as they are performed by third parties on behalf of C&U.

(2) C&U is exclusively entitled to the work results arising from the contract. C&U is entitled, but not obliged, to apply for and register patents, design patents or other industrial property rights in relation to the results in its own name.

## **Section 6 Warranty**

(1) C&U will fulfil the obligations incumbent on it under the contract, taking into account the current state of its scientific and technical knowledge and experience.

(2) C&U does not assume any warranty for defects of its contributions, work results and confidential information, in particular not for technical and/or commercial applicability and/or usability of a product or a process for a specific purpose.

(3) If C&U does not provide the consultancy service in accordance with Section 6 para. 1, it undertakes to rectify the problems notified by the Client immediately and free of charge if they are significant. This does not apply if the failure is due to non-observance of instructions from C&U, improper or deviating use by the Client, due to events beyond the control of C&U, or events which have arisen because the Client has not fulfilled its obligation to cooperate according to Section 3, or has not fulfilled this obligation completely or in a timely manner.

## **Section 7 Liability**

(1) C&U is only liable for intent and gross negligence. Excluded from this are claims for damages by the Client arising from injury to life, limb or health. In the event of gross negligence, liability for indirect and consequential damages (in particular business interruptions, production stoppages, loss of profit and futile expenditure) is excluded.

(2) In case of simple negligence, C&U is only liable for its non-executive employees if and insofar as the damages are based on the violation of such obligations, the fulfilment of which is absolutely necessary to achieve the purpose of the contract.

## **Section 8 Property rights of third parties**

The Client guarantees that the use by C&U of the Client's designs or instructions, or those given on behalf of the Client, does not infringe any property rights of third parties. If the industrial property rights of third parties are infringed by the use of the Client's designs or instructions, the Client shall indemnify C&U against any claims arising from the infringement of such rights and any resulting damages and costs.

## **Section 9 Final provisions**

(1) German law applies exclusively.

(2) Should a provision of the GTC be invalid, the rest of the GTC shall not be affected.