

General terms and conditions of Engel & Zimmermann AG (the 'Contractor')

1 Remuneration

All prices are net and in euros and do not include VAT. Third-party costs shall be charged separately. Payment is due in full immediately upon receipt of the invoice.

2 Offsetting and retention

The Client can only exercise a right of retention insofar as their counterclaim is based on the same contractual relationship. The Contractor reserves the right to exercise a right of retention with regard to all work materials, manuscripts and other items that are to be delivered to the Client until all outstanding receivables in connection with the business relationship have been paid in full.

3 Legal advice

The Contractor shall not provide any legal advice and shall not perform a legal review of the texts, reports or documents it creates.

4 Rights of use

The rights of use to the work results approved by the Client shall transfer to the Client upon the full payment of the agreed fee for all necessary types of use as part of the agreed intended purpose within the territory of the Federal Republic of Germany. The Contractor shall make the Client aware of cases in which third parties (e.g. performers, speakers or photographers) only transfer rights of use on a limited basis. The Contractor shall retain the rights of use to drafts which have been rejected by the Client or have not been realised as well as the intermediate results.

5 Duties to cooperate

The Client must support the consulting services of the Contractor through an appropriate degree of cooperation. In particular, the Client shall provide the Contractor with the necessary information and data in good time. The Client shall notify the Contractor of circumstances that might be of relevance to the execution of the contract. If the Client fails to provide the Contractor with the necessary or owed cooperation, the Contractor shall be entitled to set a deadline for the Client to fulfil its duties to cooperate and then terminate the contract if the deadline expires in vain. This does not affect the right of the Contractor to claim compensation for the additional expenses and damage resulting from this.

6 Liability

The Contractor must act with the due diligence of a prudent business person.

The Contractor cannot be held liable for the legal content of the created texts, reports or documents or for their effects on third parties. In all cases, a legal review is the responsibility of the Client. In particular, this applies to all aspects of competition law, capital market law, industrial property rights (trademarks, designs and other property rights) and product liability law. However, the Contractor is obliged to share with the Client any legal concerns they might have regarding a specific action.

Otherwise, the following provisions apply to liability regardless of the legal grounds: the Contractor can be held liable for damage where it can be faulted for intent or gross negligence or where it is responsible for intent or gross negligence on the part of its legal representatives or vicarious agents. The Contractor can also be held liable for ordinary negligence in the case of a breach of material contractual duties, although its liability shall be limited to compensation for typical, foreseeable damage. Material contractual duties are duties which must be fulfilled before the contract can be duly executed and on the fulfilment of which the Client can and does normally rely. These limitations of liability do not affect claims resulting from an injury to life, limb or health.

7 Place of jurisdiction

If the Client is an entrepreneur or corporate body under public law, the place of exclusive jurisdiction for all disputes arising between the parties shall be Munich, Germany (Landgericht München II). However, the Contractor is also entitled to file a lawsuit against the Client at the headquarters of the Client.

8 Protective clause

These GTC apply on an exclusive basis. Any deviating, conflicting or supplementary general terms and conditions of the Client shall only be a contractual component if and insofar as the Contractor expressly consents to their applicability in writing.

9 Applicability

These General terms and conditions apply to all contracts concluded between the Client and the Contractor. They also apply to all future business relationships even if their applicability is not expressly agreed again.

Engel und Zimmermann AG,
Gauting, July 2020