

# General Terms and Conditions of Munich Safety GmbH

Active as per 27<sup>th</sup> of August 2020

- Acceptance of quotation** The agreement is deemed accepted in time if the client declares the acceptance of this contract offer within the period denoted in *Quotation expiry*. An informal plain text order such as email is deemed sufficient for this purpose. An order that is not in line with this quotation or received by Munich Safety GmbH after the date denoted in *Quotation expiry*, requires confirmation from Munich Safety GmbH in order to become a standing contract.
- Invoicing and payment term** The services provided will be invoiced on a monthly basis retroactively, unless stated otherwise in the quotation. Invoices are due for payment immediately and are payable within 30 days without deduction.  
Unless otherwise noted in the quotation, flat travel rates are invoiced when the on-site visit is ordered and must be paid without deduction 14 calendar days before the first scheduled day at the customer's premises.
- Positions by effort:** Any quantities in positions denoted with "by effort" are estimated budgets that can be freely used by Munich Safety GmbH for the delivery of the agreed services and will be invoiced as actually incurred. If in the due course of a project it becomes evident that the budget does not suffice for completing the activities, Munich Safety GmbH will raise respective notification towards the customer and suggest additional budget to be allocated to the project. If this budget is not accepted by the customer, he will bear all consequences of that. Consequences could be incomplete deliverables and/or insufficient basis for subsequent activities, such that the latter cannot be performed or cannot be performed in full.
- Currency and Taxes** Unless denoted otherwise in the quotation, all price indications understand themselves as net prices in €. Any duties, fees and taxes are to the customer's account, including, but not limited to value added taxes (VAT) and withholding tax.
- Place of performance** The services will be performed at the office of Munich Safety.
- Customer's contribution:** The customer must ensure that all prerequisite and contributing activities required for the provision of the services will be provided in fully, timely and free of cost for Munich Safety GmbH. The full and timely provision of prerequisite and contributing activities by the customer, the party receiving the services or their affiliates, is the basis for Munich Safety to deliver the services as quoted. Any additional efforts, delays or cancellations will be to the customer's account, if those activities not provided in full and in time as required by Munich Safety GmbH.
- Deadlines** Indications with respect to delivery dates are only binding if in each individual case that the date is indicated explicitly as *binding* by Munich Safety GmbH. All other date indications are informational only and non-binding for Munich Safety GmbH.

As far as there is no explicit date quoted for on-site activities, all on-site activities must be explicitly be agreed with and confirmed by Munich Safety GmbH. The schedule for on-site activities depend on personnel availability and are scheduled on a first-come-first-served basis with all the customers. The tendering of a quotation does not imply any availability if not explicitly denoted in the quotation.

**Infrastructure** Munich Safety has equipped its experts with a laptop running Windows 10, including common office software such as text editors, web browser, pdf program and the Microsoft Office 365 suite. Any additional software will either be provided by the customer or brought to account at the actual cost plus a handling fee of 10%. Installation efforts will be billed by the effort. The customer will provide a remote access to all the documents required for performing the activities above, if necessary. Depending of the type of activities, this includes access to processes, templates and guidelines of the management system of the customer. If required, the customer will provide a remote access to all on-line tools as used by the project team, including respective configuration of firewalls, providing a vpn access or similar

**Travels** Unless otherwise stated in the quotation, travels are brought to account at a flat rate per person as follows:

1. For single day meetings in the Munich county and adjacent counties: 150 € per day
2. For travels within Germany: 2.250 € per trip
3. For travels within Europe: 3.000 € per trip
4. For all other travels: 7.500 € per trip

One trip is understood as an on-site availability for up to five consecutive days at the premises of the customer for performing the activities ordered. The flat rate covers all costs related to the travel, including travel time, travel expenses and allowances. In case any travels are cancelled by the customer, all cost already incurred at the time of cancellation will be brought to account including a handling fee of 10%. Preparation time will also be brought to account by the effort at the rate of 100 € per hour.

**Liability** Munich Safety GmbH is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for compensation for damages are precluded except for

- a) such which result from injury to life, body or health, if Munich Safety GmbH is responsible for the breach of the obligation,
- b) other damage which is caused from an intentional or grossly negligent breach of obligation and
- c) damage which is caused from an intentional or negligent breach of essential obligations of Munich Safety GmbH which are typical for the contract (i.e. which are inherent in the nature of the contract) to such an extent that the attainment of the purpose of the contract is jeopardized; but limited to the compensation for damages which was foreseeable and typical when the contract was concluded.

A breach of obligation of Munich Safety GmbH is deemed to be the equivalent to a breach of a statutory representative, an employee or a vicarious agent.

Should disruptions or defects in the performance of the Munich Safety GmbH occur, Munich Safety GmbH shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum.

**Insurance** Name and address of the insurance provider:  
HDI Versicherung AG  
HDI-Platz 1  
30659 Hannover

Amount insured is 3.000.000 € combined limit for body injury, property damage, and financial losses worldwide based on German law.

**Warranty** The customer must inform Munich Safety GmbH in writing or in text form in the case he is aware of a service not being provided in accordance with the contract. The customer is obliged to report any such case without delay, specifying the deficiencies of the service provided in as much detail as possible.

Insofar as the customer has fulfilled his duty to provide information, Munich Safety GmbH is entitled and obliged to still provide the service in question in accordance with the contract within a reasonable period of time at no additional cost to the Client, provided that this subsequent performance is possible and reasonable (supplementary performance). Munich Safety GmbH is not obliged to provide a supplementary performance in case the deficiencies or the root causes of the deficiencies lie outside of the responsibility of Munich Safety GmbH (see e.g. *Customer's contribution*). The presumption of conformity under section 280 subsection 1 Sentence 2 of the German Civil Code (BGB) applies (*mutatis mutandis*). Insofar as supplementary performance of a deficient performance for which the Munich Safety GmbH is responsible is not possible, or if, for reasons for which Munich Safety GmbH is responsible, supplementary performance is not successful in essential parts even within a reasonable grace period set by the Client, the Client is entitled to terminate the contract without notice for good cause. In this case, the Service Provider is entitled to remuneration for the services rendered up to the effective date of the termination. However, the claim to remuneration from the above sentence 2 shall not apply to those services which are of no interest to the Client as a result of the termination. Within 4 weeks of receipt of the notice of termination, the Client must provide the Service Provider with a substantiated written explanation of which services this applies to.

Any further claims due to qualitative impairments of performance are excluded. This exclusion does not apply in the case of

- a) intent,
- b) gross negligence,
- c) the non-compliance to obligations essential to the service as could reasonably and objectively be expected by the customer, and
- d) in the case of injury to life, body or health.

Claims for qualitative impairments of performance lapse after one year from the beginning of the statutory limitation period. The above limitation period does not apply to qualitative impairments of performance due to intent or gross negligence on the part of Munich Safety GmbH, its legal representatives or vicarious agents, to injury to life, body or health or to liability under the Product Liability Act. In these cases, the statutory period of limitation applies.

**Intellectual property** Upon payment in full of the remuneration agreed, the customer acquires the simple non-exclusive right, unlimited in time and territorial scope, to use the results and deliverables of the services provided by Munich safety for the purposes intended by the quotation, unless granted otherwise by the test and inspection regulation or the certification regulation.

Training material provided in the context of a training comes with an individual license for each of the training participants that allows full personal use. Forwarding the training to other persons or using the material for other purposes than individual use is not permitted.

**Confidentiality** The Parties will treat as confidential any essential and not commonly known matters regarding the respective other party. Any hardware, software, models and documents (e.g. reports, drawings, sketches, samples, etc.) which the contracting parties provide to each other may only be used for the purposes foreseen by the contract. Any reproduction or provision to third parties beyond the scope of the above is not permitted.



- Data Protection** The Contracting Parties shall comply with the relevant provisions, in particular those of the General Data Protection Regulation (GDPR) as defined in Regulation (EU) 2016/679, when handling personal data. The contracting parties shall not process personal data without authorization in connection with the establishment, implementation and termination of this Agreement (data secrecy). They shall impose corresponding obligations on persons they employ in connection with the establishment, implementation and termination of this Agreement. The data secrecy shall continue to exist after termination of their employment.
- Applicable Law and court of jurisdiction** Any contract based on these conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to the principles of conflicts of law. The courts of Munich (Germany) will have exclusive jurisdiction to adjudicate any dispute arising under or in Connection with any such Contract.
- Written form** Deviation from these general provisions must be confirmed in writing by Munich Safety GmbH, with the explicit indication of the intent of changing these conditions. This likewise applies to the cancellation of a provision. No verbal collateral agreements have been reached between the parties. In case that future communication, such as per email, conflicts with these conditions, this contract prevails.
- Termination** This contract can be terminated at any time by the customer. For contracts that are remunerated by effort, all the effort at the time of cancellation plus the effort for a proper handover of the project will be brought to account. All activities with a fixed price, the full price will be invoiced.  
The contract can be terminated by Munich Safety GmbH without previous notice for good cause. Such cause could be, but is not limited to, an event of force majeure, or a substantial breach of trust by the customer, such as the non-payment of an invoice despite reminders, or the failure to provide central prerequisites for performing the services as quoted.
- Force majeure** In the case force majeure at the place of delivery of the service or in connections with travels, the customer shall not hold Munich Safety GmbH liable for any delays or other disruptions in the delivery of the services. Force majeure includes, but is not limited to, official directives, traffic accidents, catastrophes, pandemics, civil unrest, or war.
- Remedial clause** Should any term of these conditions be or become invalid, this shall not affect the validity of the remainder of the conditions. In such event the parties shall agree upon another provision which most closely approaches the meaning and economic intent of the invalid term.