

General Terms and Conditions of genua GmbH for the Provision of Consulting Services

1. Scope of the General Terms and Conditions of genua GmbH for the Provision of Consulting Services

Services and offers within the scope of the provision of consulting services by genua are provided exclusively on the basis of these General Terms and Conditions of Contract. If services from the genua product family are involved, genua GmbH's General Terms and Conditions of Contract for the Purchase of genua Products shall apply, provided that the parties referred thereto when concluding the contract.

For other services, for example, sale or any other provision of software and hardware, installation, customization, training, etc., genua's separate GTC or the individual agreements concluded by the parties pertaining thereto shall apply.

These terms and conditions shall be deemed to have been accepted upon acceptance of services at the latest. Counter-confirmations of the customer referring to its terms and conditions are hereby rejected.

2. Offer and conclusion of contract

- 2.1. genua's offers are made without commitment and are subject to change. By placing an order, the customer bindingly declares its intention to accept the ordered service. We are entitled to accept the contractual offer contained in the order within two weeks of receipt. Declarations of acceptance and all orders require a written, faxed, or emailed declaration by genua to be legally valid.
- 2.2. Information in brochures, catalogs, and other documents, such as, in particular, drawings, illustrations, dimensions, weights, or other performance data and information, shall only be binding if genua has expressly designated them as "binding" in writing and orally. This shall also apply, in particular, to implementation concepts created by genua before an order was placed or accepted. No liability is assumed for the correctness of technical data in third-party manufacturer's brochures.
- 2.3. genua's sales employees, marketing, or service staff are not authorized to make verbal supplementary agreements or give verbal assurances that go beyond the content of the written contract.

3. Subject of the contract

The subject of the contract is the provision of a service comprising the elements listed in the order confirmation with the properties and performance characteristics specified therein. Any optional services and deliveries to be provided (e.g., support and/or training) are also listed in the order confirmation; this shall not affect point 1 para. 1 of these General Terms and Conditions of Contract.

4. Changes to the service

genua reserves the right to make changes to the content of the service at any time; any deviations, to the extent they are reasonable for the customer, must be accepted accordingly.

5. Remuneration

5.1. The remuneration stated in the order confirmation shall be decisive.

5.2. Where invoicing according to hourly rates occurs, hours of service that have commenced will be billed to the nearest half hour.

5.3. genua reserves the right to change prices accordingly if cost increases or cost reductions occur after the contract has been concluded, in particular due to collective bargaining agreements or material price increases. The cost changes will be demonstrated to the customer upon request.

5.4. Actual expenses are to be paid. If circumstances arise with the customer during the provision of service that were not taken into account at the time the contract was concluded, which result in an increase in the actual expense compared to the calculated expense by more than 20 percent, genua reserves the right to adjust the expense set out in the offer to the actual circumstances. genua shall inform the customer of the price adjustment. At the customer's request, genua will provide information about the reasons on which the adjustment is based.

5.5. If the customer is responsible for not meeting deadlines that are agreed to be binding, genua shall be entitled to compensation.

- If the cancellation is made by the customer one to three working days before the confirmed appointment, compensation in the amount of 0.5 service days, less saved expenses, shall be due.
- If the cancellation is made by the customer less than 24 hours before the confirmed appointment, the first scheduled service day must be compensated in full, less saved expenses.

If additional service days have been agreed upon, compensation in the amount of 0.5 service days, less saved expenses, shall be due for the second and third days agreed.

The customer may prove that no or lesser damage was incurred.

In this context, genua reserves the right to charge cancellation fees for booked trips.

5.6. Expenses necessary to provide services, in particular travel and accommodation costs, shall be reimbursed separately by the customer upon proof.

5.7. All prices exclude the statutory VAT.

5.8. Deducting a discount shall only be permissible if this is agreed to specifically and in writing.

5.9. genua's claim to payment of the remuneration becomes statute-barred after five years.

6. Payment

- 6.1. Invoices shall be payable fourteen days after the invoice date without deduction. genua shall be entitled to offset payments against the customer's older debts first, despite any provisions of the customer to the contrary. The customer will be informed immediately of any offsetting made.
- 6.2. Payments shall not be deemed to have been made until genua can dispose of the amount. In the event of acceptance of checks or bills of exchange, payment shall be deemed to have been made only upon their redemption.
- 6.3. If genua becomes aware of circumstances that call into question the creditworthiness of the customer, in particular if a check of the customer is not honored or if the customer stops making payments, genua shall be entitled to declare the entire remaining debt due and payable, even if checks have been accepted. In this case, genua shall also be entitled to demand advance payments or the provision of security. If such a requested advance payment or security deposit is not provided, genua shall be entitled to withdraw from the contract.

7. Time of performance

- 7.1. Dates or deadlines concerning the provision of services, which may be agreed to be binding or non-binding, must be in writing.
- 7.2. The start of the performance period specified by us shall be subject to the clarification of all technical questions as well as the provision of any documents, approvals, and releases to be procured by the customer.
- 7.3. genua shall not be responsible for any performance delays due to force majeure and due to events that make it significantly more difficult or impossible for genua to perform—including, in particular, strikes, lockouts, official orders, etc., even if they occur at suppliers of genua or its subcontractors—even if binding deadlines and dates have been agreed; this shall also apply if such hindrances arise during an ongoing delay. The aforementioned circumstances shall entitle genua to postpone performance for the duration of the hindrance plus a reasonable start-up phase or to withdraw from the contract in whole or in part due to the unfulfilled part.
- 7.4. If the hindrance lasts longer than three months, the customer shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part that has not yet been fulfilled. If the performance period is extended or genua released from its obligation, the customer cannot derive any claims for damages therefrom. genua may only invoke the aforementioned circumstances if it notifies the customer immediately.
- 7.5. If genua is responsible for non-compliance with bindingly agreed deadlines and dates or is in default, the customer shall be entitled to compensation for default in the amount of half a percent for each full week of default, but in total not more than five percent of the invoice value of the service(s) affected by the default. Any further claims shall be excluded unless the default is due to intent or gross negligence on the part of genua.
- 7.6. genua shall be entitled to provide partial services and to issue partial invoices at any time.
- 7.7. Compliance with genua's performance obligations requires the timely and proper fulfillment of the customer's obligations. If the customer does not fulfill its obligations to cooperate specified in the

order confirmation or elsewhere, or does not do so in a timely manner, the performance deadlines shall be extended accordingly.

8. Warranty for work contract services

8.1. Insofar as genua does not provide pure services (Dienstleistungen) in the legal sense, but work performances (Werkleistungen), the following provisions of point 8 shall apply.

8.2. The agreed quality shall stem from the order confirmation.

8.3. Insignificant reductions in value or suitability shall not be taken into account when assessing whether a defect exists.

8.4. The warranty shall not cover any defects that are due to external circumstances beyond genua's control.

In particular, genua shall not be liable for defects that are due to the conduct of the customer, its representatives, and vicarious agents or third parties.

8.5. genua shall initially be liable for defects in performance, at its option, either by rectifying the defect or by producing a new product.

8.6. In the event that the defect is remedied, genua may, at its option, require that, at its expense

a) the defect be remedied by means of remote data transmission; for this purpose, the customer shall grant access to its system in coordination with genua and shall support genua in analyzing and remedying the defect in accordance with instructions given by telephone or fax; the customer's security and confidentiality interests shall be taken into account; or

b) a service employee from genua be sent to the customer to correct the defect.

If the customer requests that warranty work be performed at a location specified by the customer, genua may comply with this request, whereby parts and components covered by the warranty shall not be invoiced, while working time and travel expenses must be reimbursed at genua's standard rates. In the case of warranty work abroad, the customer shall always bear the necessary travel expenses. For work to rectify defects, the customer shall grant genua access without delay and without unreasonable restrictions, including by means of remote data transmission upon request. The security and confidentiality interests of the customer must be taken into account.

genua shall be entitled to assign the rectification of defects to a technically competent subcontractor.

8.7. If genua refuses performance, seriously and finally, if it refuses to remedy the defect and subsequent performance due to disproportionate costs, if the subsequent performance fails, or if it is unreasonable for the customer, the customer may, at its option, only demand a reduction of the payment (abatement) or rescission of the contract (withdrawal) and damages instead of performance within the scope of the limitation of liability set forth in point 9.

However, in the event of a minor breach of contract, in particular where only minor defects are concerned, the customer shall have no right of withdrawal.

- 8.8. If genua is not responsible for the breach of duty due to a defect, the customer shall not be entitled to withdraw from the contract.
- 8.9. Unless otherwise expressly agreed in writing, the customer's rights due to defects in the work shall become statute-barred one year after acceptance of the work.
The short limitation period does not apply if genua is guilty of gross negligence.
- 8.10. For fraudulent concealment of defects or the assumption of a guarantee for the quality, further claims remain unaffected.
- 8.11. The customer shall receive no guarantees from us in the legal sense. Anything to the contrary shall only apply if genua expressly assumes a guarantee in writing.

9. Limitation of liability, statute of limitations

- 9.1. In the case of slightly negligent breaches of duty, our liability shall be limited to the foreseeable, contract-typical, direct average damage according to the type of goods. genua's liability for a slightly negligent breach of duty and initial impossibility shall be limited to five times the net remuneration.
This shall also apply to slightly negligent breaches of duty by genua's legal representatives or vicarious agents.
- 9.2. genua shall not be liable for slightly negligent breach of duty of insignificant contract duties. Otherwise, genua shall only be liable without limitation for intent and gross negligence.
- 9.3. Liability for loss of data shall be limited to the typical recovery costs that would have been incurred had back-up copies been made regularly and in accordance with the risks involved; unless the loss was caused intentionally or by gross negligence.
- 9.4. The above provisions shall also apply in favor of genua's employees.
- 9.5. Liability as defined under the German Product Liability Act remains unaffected (Section 14 ProdHaftG).
- 9.6. Claims for damages by the customer due to a defect become statute-barred after one year from delivery of the item. This does not apply if genua can be accused of malice.

10. Rights and confidentiality

- 10.1. genua reserves all property rights and copyrights to all brochures, catalogs, illustrations, drawings, calculations, price lists, and other documents. The same applies to references obtained from third parties named by genua to the customer.
- 10.2. The parties undertake to treat as confidential all correspondence within the scope of executing this contract as well as all knowledge of the partner's manufacturing or business secrets obtained within the scope of the contractual relationship. This shall apply in particular to such documents and materials marked "confidential"; the express written consent of the designating party shall be required prior to their disclosure.

10.3. The aforementioned obligations shall be deemed contractual primary obligations of the customer. In the event of a culpable breach, genua may terminate the contractual relationship without notice. Any claims for damages by genua shall remain unaffected.

The parties' aforementioned confidentiality obligations shall not apply where a mandatory legal obligation to submit the documents to a public authority exists. In the event that such an obligation exists, the submitting party shall immediately inform the partner of the disclosure to the third party.

11. Assignment, offsetting, and right of retention

11.1. Any assignment of the customer's rights under this contract requires genua's written consent.

11.2. The customer shall only be entitled to offset the purchase price claim against counterclaims that have been acknowledged or have become res judicata.

11.3. The customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

12. Written form

All agreements containing a modification, amendment, or specification of these General Terms and Conditions of Contract, as well as specific assurances and arrangements, must be documented in writing. If they are declared by representatives or auxiliary persons of genua, they shall only be binding if genua gives its written consent thereto.

13. Notice and acknowledgment

The customer is aware of genua's use of these General Terms and Conditions. It had the opportunity, in a reasonable manner, to take note of their contents.

14. Arbitration clause

14.1. The parties agree that in the event of any disagreement arising out of or in connection with this contract, extensions or amendments to this contract that they are unable to settle among themselves, they will call on

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to settle the conflict in whole or in part, provisionally or finally, in accordance with its Rules of Conciliation and Arbitration valid at the time the arbitration proceedings were instituted.

14.2. To enable the arbitration, the parties mutually waive the objection of statute of limitations for all claims arising from the disputed circumstances until one month after the end of the arbitration proceedings. The waiver thereof shall effect a suspension of the statutes of limitation.

15. Choice of law and place of jurisdiction

15.1. With regard to all legal relationships from this contractual relationship, the parties agree to the application of the law of the Federal Republic of Germany and the exclusion of all substantive or procedural rules of law that refer to the legal system of other states.

15.2. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly precluded.

15.3. If the customer is a merchant as defined in the German Commercial Code (HGB), a legal entity under public law, or a public fund, Munich (Munich I District Court) is the agreed place of jurisdiction for all disputes that arise as part of the execution of the contractual relationship.

As of 07/28/2021