

General Conditions of Contract – issued on: September 01, 2023

1. Applicability

- 1.1. These General Conditions of Contract will govern all business relations between Purchasing Services Martin Pelz GmbH (hereinafter referred to as “PS”) and its clients; any Terms and Conditions of clients will not apply.

2. Scope and execution of the order

- 2.1. The scope and aim of the services to be provided by PS are determined exclusively according to the contract concluded in writing between the client and PS. Unless otherwise agreed in writing, PS is responsible only for providing the services agreed under the contract and does not guarantee any benefit beyond that.
- 2.2. PS is entitled to use subcontractors for meeting its service obligations, unless the parties have agreed to the contrary in writing.

3. Obligations of the client to provide information and cooperate

- 3.1. The client recognizes that PS relies on the client’s cooperation for the successful and timely execution of the agreed services. Irrespective therefore of the client’s individual cooperation obligations agreed by the parties, the client will be obliged to support PS as much as possible for the provision of the agreed services.
- 3.2. The client will ensure that PS is provided with all necessary documents for executing the order in a timely manner and that PS is kept informed of all processes and circumstances relevant to the execution of the order.
- 3.3. The client will be responsible for any delays caused by the client’s failure to comply with its obligations to provide information and cooperate in a timely and comprehensive manner. In this case, the agreed completion and delivery deadlines will be extended accordingly. Any additional costs resulting from such delays will be borne by the client.

4. Reporting, verbal information

- 4.1. If PS has to present the results of its activity in writing, only the written presentation will be deemed authoritative.

5. Confidentiality

- 5.1. Both the client and PS are obliged to treat as confidential all information about the other party that is marked as confidential, or should be considered confidential under the circumstances.
- 5.2. The confidentiality obligation under this point 5 will remain in effect after the cancellation or termination of the respective contract.
- 5.3. Notwithstanding the preceding provisions of this point 5, PS will be entitled to use the fact that it is in a contractual relationship with the client as a reference.
- 5.4. PS may use contract data in its internal information and communication media in compliance with the relevant data protection regulations.
- 5.5. The client may use PS’s name and/or logo only after obtaining PS’s prior written consent.

6. Liability for damages and the reimbursement of expenses

- 6.1. As far as claims for damage compensation or the reimbursement of needless expenses are concerned, PS is only liable for the resulting damage – regardless of whether such damage was caused by a violation of the contract or unauthorized actions – according to the following paragraphs:
- 6.2. In the event of intent, as well as for losses resulting from death, physical injury and damage to health, PS will be liable according to the statutory regulations.
- 6.3. In the event of gross negligence, PS’s liability will be limited to reimbursement of the typical, foreseeable damage. In the event of slight negligence, PS will be liable only if an essential contractual obligation has been violated. In this case, the liability is limited to the typical, foreseeable damage.

7. Other claims due to material and legal defects

- 7.1. The following applies to any other claims due to material and legal defects (defects) that do not pursue compensation for damages or the reimbursement of expenses:
- 7.2. PS’s warranty obligation does not cover defects that are directly or indirectly attributable to services performed by companies other than PS’s subcontractors, to wrong information, or to incorrect, non-punctual or missing cooperation by the client or third parties commissioned by the client. In particular, PS will not be held liable for damage or defects resulting from the contractual relationship between the client and suppliers or service providers of the client.

8. Remuneration

- 8.1. Unless otherwise agreed in the contract, PS has the right to demand reimbursement of its actual expenses in addition to the agreed remuneration. The reimbursement of expenses amounts to 5% of the remuneration. Sales tax is charged separately. PS has the right to demand reasonable advance payment for its remuneration and the reimbursement of expenses; in addition, PS has the right to make the provision of its services contingent on full compliance with such demands. If there are several clients in a project or in a contractual relationship with PS, they will be generally and severally liable.
- 8.2. If the client delays payment of the agreed remuneration, PS will have the right to demand default interest of 8 (eight) percentage points over the base annual interest rate. In this case, PS also has the right to suspend the provision of services until the remuneration is paid in full, without incurring any consequences for delayed delivery; in this case, the agreed completion times or delivery deadlines will be extended by the duration of the period for which payment is late.
- 8.3. The following rates apply to services beyond the contractually agreed provisions, e.g. for budgeting, unscheduled extensions of goods transfers, or project period changes:
Daily rate: EUR 2,250.00 net plus the currently applicable sales tax.
Monthly flat rate: 10% of the project fee plus the currently applicable sales tax.

9. Obligation for the return of documents

- 9.1. The documents provided by the client to PS must be returned to the client upon request, at the latest at the time of completion of the agreed services by PS, unless the client is obliged to leave the documents in question with PS in the scope of its cooperation obligations. PS must also return the documents upon request by the client if the contract is cancelled and in the event of legal disputes. PS deletes all digital accesses and documents after 24 months at the latest, unless otherwise agreed.
- 9.2. However, PS is entitled to put copies and digital copies of the documents in its files in order to document the progress of the project and the project results. PS is entitled to prepare and keep duplicates, photocopies and digital copies of the documents provided to it by the client for this purpose.

10. Limitation period

- 10.1. All claims based on the unintentional breach of duty on the part of PS in connection with the provision of services under this contract will expire two years after the claim arises.
- 10.2. The provision above does not apply to claims based on fraudulent conduct on the part of PS.

11. General provisions

- 11.1. These General Conditions of Contract are governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980. The place of jurisdiction for all disputes arising from the contractual relationship between the client and PS is Berlin.
- 11.2. Any agreements made by the parties before the conclusion of this contract that deviate from these General Conditions of Contract must be put in writing to become legally effective. This written form requirement itself may be waived only by a separate agreement in writing.
- 11.3. If any provision of these General Terms of Contract is invalid or unenforceable, the remaining provisions will remain hereby unaffected.
- 11.4. If any provisions of these General Conditions of Contract conflict with provisions of the individual contracts concluded between the parties, the provisions of the individual contracts will take precedence.
- 11.5. In the event of differences of opinion regarding rights or obligations arising from service contracts, it is agreed to seek an amicable solution by way of mediation before initiating legal proceedings.