

General Terms and Conditions of Chemiebüro®, Revised July 2023

Section 1 Scope and general remarks

- (1) Subject to individual agreements and written agreements which take precedence over these GTC, the following General Terms and Conditions shall apply to the business relations between the service company Chemiebüro®, hereinafter referred to as the contractor, and its contractual partners, hereinafter referred to as the client.
- (2) Unless otherwise agreed, the inclusion of the client's own terms and conditions shall be objected to.

Section 2 Definitions

- (1) Elaborations shall be documents and their digitalized representation which the contractor also provides or delivers in written form.
- (2) Product data comprise the complete chemical composition of a product including its identification data. The client shall supply this data to the contractor free of charge in such a comprehensive form that the contractor is able to prepare elaborations in accordance with the current regulatory situation.
- (3) Product data whose formulations contain reactants shall be deemed incomplete.
- (4) The data supplier is a person designated by the client, who is responsible for the content of the product data. Even if the client is not the owner of the product data, he remains responsible for the completeness of the product data.

Section 3 Copyright

- (1) The elaborations are protected by copyright.
- (2) Because the contractor is responsible for the content of his elaborations, any change to his elaborations is prohibited.

Section 4 Terms of delivery

- (1) The contractor shall prepare his elaborations from the registered office of his company in accordance with current regulations and using the supplied product data.
- (2) The contractor shall not be responsible for damages as they have arisen or could arise due to incomplete or inaccurate product data.
- (3) If, instead of a comprehensive and complete chemical composition of a product, a safety data sheet is supplied to the contractor, it shall be deemed agreed between the client and the contractor that the required product data are deemed to be fulfilled with this safety data sheet. The contractor shall check the topicality and plausibility of such safety data sheet.
- (4) If the contractor is commissioned to procure data, a fee agreement shall be made in advance for this purpose.
- (5) The contractor shall be bound by its offers for a maximum period of three weeks.
- (6) Any consulting services, advice, suggestions or opinions given shall not include legal advice within the meaning of the Legal Services Act.

Section 5 Delivery periods

- (1) The delivery period stated by the contractor shall commence with the proper and complete delivery of the product data by the data supplier named by the client.
- (2) In the case of agreed deadlines and dates, the contractor shall not be responsible for delays in delivery and performance due to force majeure or due to events that make delivery significantly more difficult or impossible for the contractor. The contractor shall then be entitled to postpone the performance or delivery by the duration of the hindrance plus a reasonable start-up period. In addition, the contractor shall retain the right to the fee for the part of the service not yet performed.

Section 6 Duty of confidentiality/ data protection

- (1) The contractor shall be obliged to maintain secrecy. He shall not disclose to any third party any business secrets of which he, his company or his employees have become aware, in particular recipes, purchasing and sales information, without the prior written consent of the client. The duty of confidentiality shall apply beyond the termination of the business relationship.
- (2) The duty of confidentiality under §6 (1) shall not apply if the contractor is commissioned by the client to supply product data to third parties.
- (3) The client undertakes to disclose all information concerning the pre-contractual and contractual correspondence confidentially during the entire cooperation and also after its termination.
- (4) Statutory data protection shall be observed by both contractual parties. Personal data shall only be used for scheduling, documentation and invoicing purposes. Both parties consent to the aforementioned use in accordance with §51 BDSG and may object to this at any time.

Section 7 Contractor's liability

- (1) The contractor shall be liable without limitation for intent and gross negligence.
- (2) The contractor shall only be liable for simple negligence - except in the case of injury to life, body or health - if essential contractual obligations (cardinal obligations) are violated.
- (3) Liability for indirect and unforeseeable damage, loss of production and use, loss of profit, loss of savings and financial losses due to claims by third parties shall be excluded in the case of simple negligence - except in the case of injury to life, limb or health.
- (4) Any further liability is excluded - regardless of the legal nature of the asserted claim. The foregoing limitations or exclusions of liability shall not apply, however, to strict liability prescribed by law (e.g. under the Product Liability Act) or to liability under a strict warranty.
- (5) Insofar as liability is excluded or limited in accordance with Sections 2 and 3, this shall also apply to the personal liability of the client's employees, representatives, organs, vicarious agents and any subcontractors/subcontractors.
- (6) The contractor shall not be liable for failures in the availability of data provided by the internet, he cannot be held liable.

Section 8 Usage rights and obligations of the client

- (1) The client shall be granted the simple right of use to use the documents supplied in direct connection with the sale of its products for the purpose of passing them on to its clients free of charge, to make copies of the elaborations and to publish and distribute them on its website on the Internet free of charge. Further rights do not exist.
- (2) The client is not permitted to distribute, reproduce and/or publish the elaboration to third parties for a fee.
- (3) If the elaboration is distributed and/or passed on to third parties, these must be informed about the copyrights of §3.
- (4) These rights and obligations of use shall apply beyond the termination of the business relationship.

Section 9 Contractor's right of termination

- (1) The contractor has an extraordinary right of termination if it becomes apparent that the data situation is so critical or incomplete that responsible work is not possible. The pro rata claim to an agreed fee remains unaffected in this case

Section 10 Contractor's retention of title

- (1) The delivered elaborations, in particular the safety data sheets, data delivered on data carriers or data transmitted online, shall remain the property of the contractor until payment has been made in full.
- (2) As long as the property has not been transferred to the client, the client is prohibited from using, copying or transferring the elaborations to third parties.
- (3) The regulations for the preparation of safety data sheets require a 10-year archiving of the data basis. For this reason, the contractor reserves the right to copy the required data.

Section 11 Payment terms

- (1) Agreed prices are exclusive of the applicable value added tax.
- (2) The invoice amount is due and payable without deduction upon invoicing. Payment shall be deemed to have been made when the contractor can dispose of the amount stated in the invoice.

- (3) If the client is in default of payment, the statutory provisions shall apply. In particular, the contractor shall be entitled to demand interest on arrears at the statutory rate and to claim further damages, including the costs of reminders sent after default has occurred and higher interest charges.
- (4) In case of non-compliance with the terms of payment or in case of the occurrence of circumstances which call into question the solvency of the client, the contractor shall be entitled to stop further work on all orders of the client. At the request of the contractor, the client shall be obliged to demand immediate settlement of outstanding invoices for deliveries made or the provision of agreed advance payments by the client.
- (5) If the client fails to perform despite a reasonable grace period, it shall be obligated, at the contractor's request and without prejudice to all other rights, to return all delivered elaborations free of charge and to destroy any copies made, including those provided to third parties. Upon request, the client shall provide suitable evidence of the destruction.
- (6) Changes to the invoice recipient or other invoice details after the invoice has already been issued by the contractor can generally only be accepted in written form (post, fax or mail). In case of a subsequent change of the invoice recipient, a written cost acceptance confirmation of the new invoice recipient is additionally required. A processing fee of € 24 will be charged for the required cancellation invoice and reissue.

Section 12 Events

- (1) The events listed on the contractor's website (training courses, webinars and the like) are subject to a fee. If a client makes a booking online, he agrees that:
 - a. he is responsible for reading the complete entry for the event before making a binding booking;
 - b. he enters into a legally binding contract to book an event, when he completes the booking process.
- (2) The contractor reserves the right to change stated prices for events at any time (provided that only the amount is charged to which the client has agreed to prior to the price change) and to correct any unintentional pricing errors with effect for the future.
- (3) When participating in a webinar, the client is obliged to meet the minimum requirements (Internet connection, current browser version, if necessary, the download of a program of the webinar platform, loudspeaker or headset) and to test them before the webinar.
- (4) A failure of the technical requirements for which the client is responsible shall not release the client from the contractual payment obligation.
- (5) The contractor reserves the right to cancel the events up to 4 working days before the scheduled date if the minimum number of participants is not reached. If the event is cancelled for this reason or due to the cancellation of the speaker, force majeure or other unforeseeable events, there is no claim to implementation. The client will be informed immediately in writing or by e-mail. Fees already paid will either be credited for participation in other events or refunded. Further claims of the client against the contractor do not exist.
- (6) In case of cancellation of the speaker, the contractor as organizer reserves the right to provide a substitute speaker of equal value. In this case there is no right to reimbursement of the participation fees.
- (7) The content of all events and all materials (webinar documents, recordings provided, etc.) are the intellectual property of the contractor or the respective speakers and are protected by copyright. They may only be used by the client to whom they were provided. In particular, it is not permitted to publish, reproduce, pass on or edit them, even in part, or to record an event in audio or video or by means of screenshots. Any misuse may be legally prosecuted.
- (8) Cancellation of a booked seminar/webinar is possible in writing (e.g. by fax or e-mail) up to 8 working days before the start of the event against payment of an administration fee of 25% of the participation fee. In case of a later cancellation, no participation fees will be refunded. The date of receipt of the notification by the contractor is decisive in each case.
- (9) When participating in the contractor's events, the client shall comply with all applicable laws.

Section 13 Warranties and notifications of defects

- (1) Claims for defects shall become time-barred 12 months after delivery. Notices of defects according to §474 HGB are subject to the written form.
- (2) Should the delivered elaborations show a defect, the contractor shall rectify the elaborations, subject to timely notification of defects. The contractor shall always be given the opportunity to remedy the defect within a reasonable period of time. At least 3 full working weeks shall be deemed reasonable.

- (3) There shall be no obligation to correct the work and to settle any claims if it turns out that the product data for the preparation of elaborations were incomplete.

Section 14 Miscellaneous

- (1) These General Terms and Conditions and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Place of performance and exclusive place of jurisdiction for all disputes is Regensburg. Verbal subsidiary agreements shall only become part of the contract if they have been agreed in writing. This also applies to the cancellation of this written form clause itself.

Should individual provisions be invalid or contain a loophole, this shall not affect the remaining provisions. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills this gap.

This statement shall apply even after the business relationship is terminated.