

General Terms and Conditions and General Regulations for Consulting Services

of

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(in the following only called MS-Ing.)

1 Scope of the General Terms and Conditions and General Regulations

1.1 The provisions shall apply to all consulting offers of MS-Ing. and to all contracts of MS-Ing. with its customers irrespective of the content and legal nature of the consulting services offered or contractually assumed by MS-Ing.

1.2 Insofar as consulting contracts or offers of MS-Ing. contain provisions which deviate from the following general regulations, the individually offered or agreed contractual rules shall take precedence over these general regulations.

2 Subject Matter of the Contract

2.1 The contracting parties agree to cooperate in accordance with the specific, individual contractual agreement.

3 Formation of the contract

3.1 A contract with MS-Ing. shall be concluded by sending the signed order confirmation or the order offer by mail, fax or e-mail.

3.2 The subject of the contract or the exact scope of services is described in the service offer of MS-Ing.

4 Duration of Contract, Remuneration and Payments

4.1 The contract shall begin and end on the agreed dates.

4.2 All payments shall be due 14 days after invoicing without any deductions.

4.3 If the Principal is in default with the settlement of due invoices, MS-Ing. shall be entitled to stop its work on the project.

4.4 Extraordinary costs incurred by MS-Ing. at the express request of the client shall be charged at cost price.

4.5 All services provided by the service provider shall be subject to the statutory value added tax at the current rate of 19 % (as of 2023).

4.6 Company vehicle shall be provided by the Client during the term of the contract and all costs in this regard shall be borne by the Client.

5. Early Termination and Remuneration

5.1 Termination prior to the commencement of the contract is not foreseen. Any amendments or additions to this contract must be made in writing. This also applies to any waiver of the written form requirement itself. Ordinary termination after the commencement of the contract is only possible with a notice period of 14 days to the end of a calendar month. In the event of early termination, the client is obliged to remunerate MS-Ing. for all services rendered up to that point, as well as any expenses incurred.

6. Scope of Services

6.1 The services to be provided by MS-Ing. generally include the tasks specified in detail in the MS-Ing. offer and the order placed by the client.

6.2 Travel Expenses (for external consultancy)

Travel expenses (transportation, accommodation, meals) will be reimbursed in accordance with the current German Federal Travel Expenses Act, unless otherwise agreed.

6.3 Both parties shall endeavor, to the best of their knowledge and belief, to support the other party in fulfilling their respective obligations by providing information, advice, or experience in order to ensure a smooth and efficient workflow for both sides.

6.4 Completion of Services

Upon completion of the consultancy services, MS-Ing. shall issue a final invoice. The client is obliged to

review the delivered services without undue delay and to raise any objections within 10 working days. If no feedback is provided within this period, the services shall be deemed accepted

7. cooperation obligations of the customer

7.1 In order to enable MS-Ing. to perform the desired professional work, the customer shall inform MS-Ing. as comprehensively as possible about the business, organizational, technical and competitive situation of his company. In particular, the Customer shall cooperate personally and, if necessary, also through its employees in the project as follows:

7.2 All questions of the MS-Ing. consultants about the factual and legal circumstances within the customer's company and/or customer group shall be answered as completely, accurately and promptly as possible; likewise questions of the MS-Ing. consultants about the factual and legal circumstances between the customer and its business partners and competitors, insofar as these circumstances are known to the customer and/or its executives. The MS-Ing. consultants shall only ask such questions, the answers to which are of importance for the project.

7.3 MS-Ing. shall also be informed, without being asked and as early as possible, about new circumstances which could be of importance for the project.

8 Impediments to Performance, Delay, Impossibility of Performance

8.1 MS-Ing. shall only be in default with its services if specific completion dates have been agreed as fixed dates and MS-Ing. is responsible for the delay. MS-Ing. shall not be responsible, for example, for an unforeseeable absence of the consultant of MS-Ing. intended for the project, force majeure and other events which were not foreseeable at the time of the conclusion of the contract and which make the agreed performance at least temporarily impossible or unreasonably difficult. Force majeure shall include strikes, lockouts and similar circumstances affecting MS-Ing. directly or indirectly, unless these measures are unlawful and caused by MS-Ing.

8.2 If the impediments to performance are of a temporary nature, MS-Ing. shall be entitled to postpone the performance of its obligation by the duration of the impediment and by a reasonable start-up period. If, on the other hand, the performance of MS-Ing. becomes permanently impossible due to hindrances within the meaning of Section 8.1, MS-Ing. shall be released from its contractual obligations.

9 Confidentiality, Duty of Secrecy

9.1 MS-Ing. and its partners shall treat all information received from their client in the course of the cooperation concerning the client's company as strictly confidential, unless such information is generally known. The same shall apply to knowledge about internal processes of their clients which MS-Ing. obtains on the occasion of the cooperation. The duty of confidentiality shall continue to exist after termination of the contract.

9.2 MS-Ing. warrants that it has imposed confidentiality and secrecy obligations on its employees and partners which correspond to the provisions of the above section.

10. copyright and property rights

All documents and computer software used are protected by copyright and may not be reproduced or passed on to third parties, not even in part, without the prior consent of the copyright holder. Insofar as the contractual partners make provisions in confidentiality or other agreements with regard to property rights arising from the cooperation, these provisions shall be given priority.

11 Warranty, Liability

11.1 As warranty, the customer may initially only demand rectification of defects free of charge. If the defect is not remedied within a reasonable period of time or if the remedy fails, the Customer may demand a reduction in price or rescission of those parts of the contract that are affected by the defect.

11.2 MS-Ing. shall be liable in cases of intent or gross negligence in accordance with the statutory provisions.

11.3 If and to the extent that any consulting errors and/or any defects of a Work produced by MS-Ing. SH Progress are based on the fact that the Customer has not fulfilled, not completely fulfilled or not fulfilled in due time any obligations to cooperate, the liability of MS-Ing. shall be excluded. In the event of a

dispute, the Client shall provide evidence of the complete and timely fulfillment of all cooperation obligations.

11.4 In the event of simple negligence on the part of its executive bodies or employees, MS-Ing. shall only be liable for damages incurred by the Customer if and to the extent that the damages are based on the violation of such obligations, the fulfillment of which is absolutely necessary to achieve the purpose of the contract. Apart from that, MS-Ing. shall only be liable for damages resulting from delay, impossibility of performance, positive violation of claims, culpa in contrahendo or tort if and to the extent they were caused by MS-Ing. intentionally or by gross negligence.

11.5 The liability of MS-Ing. shall be limited to such damages which MS-Ing. must reasonably expect. The liability shall be limited to a maximum of EUR 5,000 per damage event. MS-Ing. shall only be liable for damages in case of intentional or grossly negligent causation.

13 General Terms and Conditions of the Principal

13.1 General terms and conditions of the Customer shall have no effect vis-à-vis MS-Ing. even if MS-Ing. does not expressly object to their inclusion.

13.2 Should individual provisions of this contract or of MS-Ing. General Agreements be or become invalid or unenforceable, this shall not affect the remainder of the contract. In place of the invalid or unenforceable clause, a provision shall be deemed to have been agreed which, when viewed objectively, comes as close as possible to the economic purpose of the invalid or unenforceable provision. Any loopholes in the contract shall be closed in a corresponding manner.

14 Jurisdiction, Choice of Law

14.1 The business relationship between the parties shall be governed exclusively by German law.

14.2 The agreement on the place of jurisdiction shall apply equally to domestic and foreign customers.

14.3 Place of performance and place of jurisdiction for all services and disputes shall be exclusively the registered office of MS-Ing.

15 Severability clause

Should one or more of the above provisions be invalid, the validity of the remaining provisions shall not be affected. This shall also apply if within one provision one part is invalid but another part is valid. The respective invalid provision shall be replaced by the parties by a provision which comes closest to the economic interests of the contracting parties and which does not conflict with the remaining contractual agreements.

16. Data Protection

MS-Ing. undertakes to comply with all applicable data protection laws, in particular the General Data Protection Regulation (GDPR). Personal data of the client will only be processed to the extent necessary for the fulfillment of the contract. Disclosure to third parties will only take place with the client's express consent or if legally required.