

General Terms and Conditions (GTC)

§ 1 Definition of terms

Unless otherwise agreed, the following General Terms and Conditions apply to all contracts for engineering, planning, or consulting services between umwelttechnik & ingenieure GmbH (hereinafter referred to as the "Contractor") and the respective contractual partner (hereinafter referred to as the "Client").

§ 2 Liability insurance and liability cap

- (1) The contractor has professional liability insurance with coverage of €10,000,000 for personal injury and property damage and €10,000,000 for financial losses per insured event.
- (2) The contractor's liability to the client for damages caused by simple negligence is limited to the aforementioned coverage amounts, regardless of the legal basis, unless mandatory statutory provisions dictate otherwise.
- (3) The limitation of liability does not apply in the case of:
 - a) intentional breach of duty
 - b) gross negligence on the part of executive bodies or senior employees
 - c) injury to life, limb, or health.
- (4) Further claims, in particular concerning compensation for indirect damage, loss of profit, loss of production or pure financial loss, are excluded in cases of simple negligence, unless essential contractual obligations have been breached.
- (5) Upon request, the contractor is obliged to provide the client with current proof of insurance.

§ 3 Confidentiality clause

- (1) Both contracting parties undertake to treat all confidential information that becomes known to them in the course of their cooperation, in particular technical, economical, or operational know-how, as confidential and not to make it accessible to third parties. This applies in particular to all information that is marked as confidential or that by its nature qualifies as a business or trade secret.

- (2) The receiving party may use confidential information exclusively for the purposes of performing the respective contract. Use for other purposes and disclosure to third parties is only permitted with the prior written consent of the disclosing party.
- (3) Both parties undertake to oblige their employees and, where applicable, subcontractors to maintain confidentiality in an appropriate manner.
- (4) The obligation to maintain confidentiality shall continue for a period of five years after the termination of the contractual relationship, unless mandatory statutory retention periods prevent this.
- (5) The confidentiality obligation does not apply to information
 - a) that was already demonstrably known to be lawful prior to disclosure
 - b) that becomes publicly available without violating this agreement
 - c) that was lawfully obtained from third parties without being subject to confidentiality obligations
 - d) that must be disclosed due to legal obligations or official orders.
- (6) In the event of a culpable breach of the confidentiality obligation, the breaching party shall be obliged to compensate the other party for the damage incurred as a result.
- (7) If the parties additionally conclude a separate confidentiality agreement (NDA), its provisions shall take precedence in the event of a conflict with this clause.

§ 4 Sales tax

- (1) Unless expressly stated otherwise, all amounts stated in offers, contracts, or invoices are subject to the statutory value-added tax applicable at the time of service provision.
- (2) The client undertakes to provide the contractor with its valid value-added tax identification number (VAT ID number), if available, immediately after placing the order.
- (3) The client also undertakes to notify the contractor immediately of any changes to its sales tax identification number or sales tax status.
- (4) In the event of failure to provide or delayed provision of the VAT ID number, the client shall be liable for all resulting tax disadvantages incurred by the contractor, in particular additional claims by tax authorities.

§ 5 Electronic invoice transmission

- (1) The contractor is entitled to send invoices to the client exclusively in electronic form, in particular as PDF files via email. The client acknowledges this form of invoicing as legally binding.

- (2) The client undertakes to provide the contractor with a valid and accessible email address for receiving invoices and to notify the contractor of any changes immediately.
- (3) The client shall ensure that the specified email address is checked regularly and that incoming emails are not blocked by technical settings (e.g., spam filters).

§ 6 Terms of payment

- (1) The fee for special and additional services shall be due as soon as these have been rendered in accordance with the contract and have been invoiced to the client by the contractor in a verifiable invoice.
- (2) Unless otherwise agreed, the invoice amount is due for payment without deduction within fourteen (14) calendar days of receipt of the invoice. Advance payment invoices are due immediately upon receipt without deduction.
- (3) Unless otherwise agreed, the final invoice is due within thirty (30) calendar days of receipt of the invoice.
- (4) The contractor is entitled to withhold its contractually owed services until full payment of amounts due if the client is in default of payment. Further legal rights, in particular those arising from §§ 273, 320 BGB (German Civil Code), remain unaffected.
- (5) If the client is based abroad or if the invoice is delivered abroad, each party shall bear any processing or bank charges incurred in its own country. The contractor is not obliged to bear the costs of international transfers or conversion costs.
- (6) If the client is in default of payment, the contractor is entitled to charge default interest at a rate of five percentage points above the base rate (§ 288 BGB). In addition, the contractor may claim a flat-rate default fee of forty (40.00) euros net. The right to claim further damages remains reserved.

§ 7 Copyright

- (1) Upon full payment of the remuneration owed, the client shall receive a simple, non-transferable right of use to the planning services provided by the contractor. This right of use is limited exclusively to the purposes expressly described in the contract. Transfer, sublicensing, or use for other projects is only permitted if this has been expressly agreed in the contract.
- (2) Use is limited exclusively to the contractually defined project and the agreed purpose. Use for further planning or implementation by third parties is only permitted with the prior consent of the contractor if the plans are protected by copyright.

- (3) Changes to copyright-protected plans or structures may only be made with the consent of the contractor. Consent may only be refused if this does not conflict with the legitimate interests of the client. The contractor may request to be commissioned to carry out the change, provided this is not unreasonable for the client.
- (4) The contractor is entitled to enter the building even after completion of the project, after prior consultation with the client, in order to take photographs or other recordings for the purposes of project documentation, quality assurance, or self-promotion (e.g., references).
- (5) Photographic recordings shall be made in accordance with the legitimate interests of the client and in compliance with legal regulations, in particular those relating to data protection.
- (6) The client may object to the taking of photographs for important reasons, in particular if the interests of third parties worthy of protection are affected. The taking of photographs may not be unreasonably refused.

§ 8 Price fixing and price adjustments

- (1) The hourly rates specified in the individual offer are deemed to be fixed for a period of twelve (12) months from the date of signing the contract.
- (2) After this price fixing period has expired, the contractor is entitled to unilaterally adjust the remuneration rates annually in line with general cost developments. The benchmark is the average development of the contractor's relevant operating expenses or a suitable price index (e.g., index of collectively agreed hourly earnings without special payments by performance groups in the overall economy for Germany).
- (3) The contractor shall inform the client in writing at least four (4) weeks before the new prices take effect. The new prices shall be deemed agreed if the client does not object to the adjustment in writing within two (2) weeks of receiving the notification.
- (4) An objection to the price change does not automatically entitle the client to terminate the contract. In this case, the parties undertake to seek an amicable solution within a reasonable period of time. If no agreement is reached within six (6) weeks of receipt of the objection, both parties are entitled to terminate the contract with four (4) weeks' notice to the end of the month.

§ 9 Remuneration based on expenditure and surcharges for special times

- (1) For services provided by the contractor on a time and material basis, the hourly rates agreed in the individual offer shall apply, provided that the services are provided during normal business hours (Monday to Friday, 8:00 a.m. to 6:00 p.m., except on public holidays at the place of performance).
- (2) If services are provided outside normal business hours, the following surcharges shall apply to the agreed hourly billing rate:
 - a) Saturday: +25 %
 - b) Sunday: +50 %
 - c) Public holidays: +100 %
- (3) A working day generally comprises eight (8) hours. Any services provided beyond this are considered overtime and are also billed in accordance with the agreed hourly rates or surcharges.
- (4) Surcharges for special hours are only charged if the client expressly requests that the services be performed outside of regular business hours or if this is necessary for project-related reasons.

§ 10 Travel expenses and travel times

- (1) For project-related travel, the contractor shall invoice the client for the following costs:
 - a) Travel expenses (e.g., car mileage allowance, train, flight)
 - b) Additional meal expenses in accordance with the applicable tax allowances
 - c) Accommodation costs
 - d) Proven incidental travel expenses (e.g., parking fees, baggage transport, communication costs including roaming)
- (2) Travel times are considered working hours and are billed according to the individually agreed hourly rates.
- (3) All travel expenses and travel times shall be invoiced to the client on a net basis. The provisions on value added tax pursuant to § 6 of the German Value Added Tax Act shall apply.

§ 11 Travel costs

- (1) Travel expenses incurred in connection with the provision of the contractually agreed services shall be invoiced to the client as follows:
 - a) Costs for public transportation and taxi rides upon presentation of receipts

- (individual receipts),
- b) Costs for first-class rail travel based on individual receipts,
 - c) Costs for business class air travel, if economically or organizationally necessary, based on individual receipts,
 - d) Mileage allowance for the use of a motor vehicle in the amount of EUR 0.80 per kilometer driven. The flat rate takes into account pro-rata costs for vehicle operation, maintenance, and wear and tear and replaces individual billing. The decisive factor is the distance from the client's headquarters in Hanover or the usual place of work or residence of the employee assigned to the project to the project location,
 - e) Car rental costs upon presentation of receipts (individual receipts), provided that their use is appropriate.

(2) All travel costs are net plus the applicable statutory value-added tax.

§ 12 Additional meal expenses

- (1) Regardless of the assumption of other travel or accommodation costs, the client undertakes to reimburse the additional meal expenses for each person deployed on the basis of the applicable flat rates.
- (2) The flat rates published by the Federal Ministry of Finance for additional meal expenses in Germany and, where applicable, abroad shall apply.
- (3) Additional meal expenses shall be invoiced at the applicable flat rates without individual receipts.

§ 13 Accommodation costs

- (1) For each necessary overnight stay in connection with the provision of services, the client will be invoiced for the actual accommodation costs based on single occupancy per person.
- (2) If, in exceptional cases, no individual receipts can be provided, the contractor shall be entitled to charge a flat rate for overnight stays in accordance with the applicable flat rates of the Federal Ministry of Finance (BMF) per person and overnight stay.
- (3) The accommodation costs – flat rate or against proof – are subject to statutory value added tax.

§ 14 External and individual services

- (1) Costs for reproductions and reproduction work carried out by the contractor within the scope of the service provision shall be invoiced separately in accordance with Appendix 1 Cost Table.

- (2) External services, such as printing orders, courier services, translations, external expert opinions, or comparable services incurred in connection with the project, shall be invoiced to the client upon presentation of the relevant invoice documents plus a service and administration fee of 15% of the net invoice amount.
- (3) The parties shall agree separately on the type and scope of foreseeable external services at the start of the project or in the course of order processing.
- (4) Insofar as documents to be provided by the client (e.g. plans, technical documents, calculations, etc.) are required for processing, the client shall provide these to the contractor in digital and editable form. If this is not done, the contractor shall be entitled to prepare the data at the client's expense and to invoice for this separately.

§ 15 Claims for defects and limitation period

- (1) The provisions of German contract law pursuant to §§ 631 ff. BGB (German Civil Code) shall apply to claims for defects and damages, unless otherwise specified below.
- (2) The client shall designate a person authorized to accept delivery no later than before the start of service provision. This person is authorized to accept the work and sign the acceptance report in a legally binding manner. If no explicit designation is made, the person who receives the work or who coordinated the communication for its execution shall be deemed authorized to accept delivery.
- (3) If the contractor is held liable for compensation due to a defect or damage to the building, they shall be entitled to demand that the defect be remedied instead of monetary payment, provided that this is reasonable for the client.
- (4) The client's right to a reduction in price or withdrawal remains unaffected if the rectification has finally failed.
- (5) The contractor shall only be liable for indirect damage, in particular loss of profit, loss of production, or consequential damage, in cases of intent or gross negligence.
- (6) If claims are made against the contractor due to a defect or damage for which a third party is also liable (e.g., subcontractor, upstream supplier, manufacturer), the client is obliged to first make a serious attempt to enforce its claims against this third party out of court before asserting claims against the contractor.
- (7) The limitation period for claims arising from defects is governed by the statutory provisions and begins with acceptance or written approval.

§ 16 Solicitation of employees

- (1) The client undertakes not to actively poach or employ any of the contractor's employees, either directly or through third parties, during the term of this contract and for a period of 12 months after its termination without the contractor's prior written consent.
- (2) For each case of culpable violation, the client undertakes to pay a contractual penalty amounting to six (6) gross monthly salaries of the employee concerned at the time of the change, up to a maximum of 50,000€.

§ 17 Early termination

- (1) Both parties are entitled to terminate the contract for good cause in accordance with § 648a BGB without notice. Good cause shall be deemed to exist in particular if the continuation of the contract is unreasonable for one of the parties or if the client does not pursue the project for economic or organizational reasons.
- (2) The termination must be in writing within the meaning of § 126 BGB in order to be effective.
- (3) In the event of a justified termination for good cause, the contractor retains the right to the contractually agreed fee, less any expenses saved and any other use of his labor (§ 648a (5) BGB).
- (4) If the client terminates the contract prematurely for a reason for which the contractor is not responsible, the client shall be obliged to reimburse, in addition to the remuneration for the services rendered up to that point, all verifiable, non-cancellable external costs (e.g. subcontractors, third-party expert opinions, third-party software), insofar as these were necessary for the performance of the contract and were known to or approved by the client.

§ 18 Extension of construction period and delay in construction

- (1) If the contractually agreed construction period is extended for reasons for which the contractor is not responsible, the additional expenses incurred as a result shall be remunerated separately.
- (2) If the originally agreed construction period is exceeded by more than one month for the reasons specified in paragraph 1, the agreed fee for the additional period shall be increased proportionally according to the following formula:

$$\text{Net fee increase} = (\text{original net fee}) \times (\text{duration of the delay in months}) / (\text{agreed construction period according to the offer in months})$$

- (3) Statutory sales tax shall be levied in addition to the remuneration determined.

(4) Reasons for which the contractor is not responsible include:

- a) Delays due to missing, incomplete, or delayed cooperation on the part of the client.
- b) Delays resulting from official orders or approval processes, provided these are not due to breaches of duty on the part of the contractor.
- c) Weather-related delays or delays in delivery, insofar as these are beyond the contractor's control.

(5) Further contractual or statutory claims of the contractor remain unaffected by this.

§ 19 Data protection clause

- (1) Both contracting parties undertake to comply with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), and any relevant industry-specific provisions that may apply.
- (2) Personal data that is transmitted or made accessible within the framework of the contractual relationship or its initiation (e.g. employee data, contact data, project information) may only be processed for the purpose of executing, processing, or terminating the contract and may only be passed on to third parties if there is a legal basis or a corresponding contractual agreement (e.g., order processing in accordance with Art. 28 GDPR).
- (3) If a contract is not concluded or if the contractual relationship ends, both parties are obliged to delete all transmitted personal data immediately and in accordance with data protection regulations or, if agreed, to return it to the other party, provided that this does not conflict with any statutory retention obligations.
- (4) Both parties undertake to oblige their employees involved in the performance of the contract to maintain confidentiality within the meaning of Art. 28 (3) (b) GDPR and to take appropriate technical and organizational measures to protect personal data.
- (5) Where necessary, the parties shall conclude a separate agreement on order processing in accordance with Art. 28 GDPR.

§ 20 Applicable Law & Jurisdiction

- (1) The law of the Federal Republic of Germany shall apply to all legal relationships between the contracting parties.
- (2) The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be the registered office of the contractor, insofar as this is legally permissible. However, the contractor shall also be entitled to bring legal action at the registered office of the client.
- (3) Court proceedings shall be conducted in German.

§ 21 Contract language

- (1) The contract language is German. Translations into other languages are for informational purposes only. In the event of discrepancies or questions of interpretation, the German version shall be authoritative.
- (2) Should translations become part of the contract, the German version shall take precedence in case of doubt.

§ 22 Written form clause

- (1) Amendments and supplements to the contract as well as ancillary agreements must be made in writing to be effective. Any amendment to this written form clause must also be made in writing. This does not affect the possibility of agreeing on a provision that deviates from this form by individual agreement.
- (2) Transmission by email or in text form (§ 126b BGB) satisfies the written form requirement, unless a handwritten signature or notarization is expressly required by law.

§ 23 Prohibition of assignment

The assignment of claims or rights arising from this contract by the client to third parties is only permitted with the prior written consent of the contractor. This does not apply to monetary claims within the meaning of §354a of the German Commercial Code (HGB).

§ 24 Severability clause

Should individual provisions of this contract or these General Terms and Conditions be wholly or partially invalid or unenforceable, the remainder of the contract remains valid. In this case, the parties undertake to agree on a provision that comes as close as possible to the economic purpose of the invalid provision.

Appendix 1 Cost table

External and individual services	Net amount per item In euros net
CAD-Plots including folding/punching and hole reinforcement if necessary	
DIN A0 (black and white)	3.97 €
DIN A1 (black and white)	2.19 €
DIN A2 (black and white)	1.42 €
DIN A3 (black and white) binding holes only	1.16 €
DIN A4 (black and white) binding holes only	0.10 €
CAD-Plots including folding/punching and hole reinforcement if necessary	
DIN A0 (Color)	8.24 €
DIN A1 (Color)	4.30 €
DIN A2 (Color)	2.42 €
DIN A3 (Color) binding holes only	0.85 €
DIN A4 (Color) binding holes only	0.34 €
Custom-made products in special sizes, including folding/perforation and, if necessary, hole reinforcement	on a time and material basis
separating strip	0.04 €
back label	0.10 €
Folder (plastic) wide	6.11 €
Folder (plastic) narrow	6.11 €
report cover	0.43 €
filing strip	0.05 €
transparent sleeve with sliding bar	1.50 €
shipping box	2.30 €
USB flash drive	3.52 €
shipping	on a time and material basis
spiral binding	on a time and material basis