



## GEOS Germany GmbH

### General Terms and Conditions of purchase (GTCP)

#### 1. Scope

GEOS Germany GmbH is a consulting company that deals with all issues and questions involving safety, security and crisis management of companies and private persons.

The following GTCP apply to all third-party services (third-party service providers) that GEOS Germany GmbH subcontracts for the provision of its commissioned services.

Services within the meaning of these GTCP are all types of services, regardless of whether they are to be classified as a work, a service or a business provision.

The GTCP shall also apply to future services, even if they are not separately agreed upon again.

Legally relevant declarations and announcements to be made by the third-party service provider to GEOS Germany GmbH after the conclusion of the contract (e.g. deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form) e.g. letter, e-mail, fax).

#### 2. Scope of performance

The detailed description of the services to be provided by the third-party service provider results from the order confirmation, the attachments thereto and any service descriptions of GEOS Germany GmbH.

GEOS Germany GmbH is entitled to change the service description at any time by written notification, in particular the time, place and nature. The additional costs resulting from the change, which are proven and reasonable, shall be reimbursed to the third-party service provider.

The third-party service provider provides its services independently and is responsible for the payment of taxes and contributions in its own company. An employment relationship shall not be established between the parties.

#### 3. Fee

The items listed in the order confirmation prices are binding.

In absence of a different written agreement, the price includes all expenses, travel and ancillary costs of the external service provider.

Estimated prices for time- and material-based services by the external service provider in particular, cost estimates, are binding and are to be understood as the maximum expenditure for the described service. The quantitative estimates on which an estimate is based shall be based on a properly carried out assessment of the scope of services.

The value added tax is invoiced at the applicable statutory value added tax rate in force at the location at the time of provision of the service.

GEOS Germany is entitled to set-off and retention rights to the extent permitted by law.

#### 4. Terms of payment and due date

Unless otherwise agreed, payments shall be made after termination of the service and invoicing with a period of 30 days net.

In the event of late payment, we owe default interest of five percent above the base interest rate according to §247 BGB German law.

#### 5. Obligations and responsibilities of the parties

The third-party service provider must observe the recognised technical rules, the respective valid legal and official regulations and rules as well as the operational rules of GEOS Germany GmbH. Unless otherwise agreed, he shall obtain all authorisations from the authorities.

The third-party service provider is obliged to provide GEOS Germany GmbH with information on the current processing status at any time upon request.

Agreed dates or schedules for the provision of services are binding. A change requires prior written consent of GEOS Germany GmbH.

The third-party service provider provides the necessary machinery, technical and other work equipment and the correspondingly qualified and instructed staff. The commissioning of vicarious agents or subcontractors beyond the scope agreed upon in the order requires prior written consent of GEOS Germany GmbH.

The parties will provide each other with all necessary information in a timely, accurate and complete manner to perform the services, make internal decisions and provide other support that is necessary or conducive to the proper performance of the service



## 6. Termination, setting off amounts, retention

If the third-party service provider is in default with its services or if it violates its essential contractual or duty obligations and expires an appropriate period of grace set by GEOS Germany GmbH unsuccessfully, GEOS Germany GmbH shall be entitled to terminate the contract without notice. Services rendered up to that date and proven costs will be invoiced in accordance with these GTCP.

## 7. Liability

In the event of a pre-contractual, contractual or non-contractual breach of duty, the third-party service provider is liable for damages and expense compensation – subject to further contractual or statutory liability conditions – for all direct and indirect damages within the scope of the respective order in accordance with the statutory provisions.

However, any claims for replacement are subject to a different limitation period of 36 months, unless the statutory provisions provide for longer expiration periods.

## 8. Warranty

Insofar as warranty claims exist according to the respective contract type, the statutory provisions shall apply.

However, the warranty period is, by way of exception, 36 months.

## 9. Non-disclosure, data protection

The disclosure of documents, in particular the results of investigations, to third parties is only permitted with the written consent of GEOS Germany GmbH.

The contractual partners expressly undertake to keep silent about all business transactions and about any business secrets of the other contractual partner that have become known, even beyond the termination of the business relationship, and to use this knowledge for themselves either directly or indirectly for third parties. The above obligation of secrecy does not apply if information has already become known without the responsibility of the contractual partner or if disclosure of the information is necessary for the performance of assigned tasks. This applies in particular, but not exclusively, to the passing on of information to authorities, to other external consultants and to other companies, which are connected with the performance of the assigned tasks and were involved in the order or for which GEOS Germany GmbH has given its written consent. To the same extent as for the third-party service provider, the obligation of secrecy also applies to its employees, vicarious agents and subcontractors whom it employs in connection with the fulfilment of its contractual obligations.

The third-party service provider must ensure that these are also subject to confidentiality.

Insofar as the parties process personal data of the client within the scope of the services owed, the parties undertake to comply with the relevant data protection regulations. The data protection declaration of GEOS Germany GmbH can be found on the homepage.

## 10. Usage rights

Insofar as according to the contract the granting of rights of use to the work results of the third-party service provider is agreed, the third-party service provider grants GEOS Germany GmbH all transferable rights at the time of their formations, at the latest of their acquisition. The transfer includes the right to submit to third parties. No fee is due for this.

The third-party service provider guarantees that the rights of third parties, in particular its agents and subcontractors used, do not preclude the granting of rights pursuant to the preceding paragraph and shall indemnify GEOS Germany from any claims in this respect.

## 11. Anti-Corruption/Compliance

Integrity and compliance are of particular importance to GEOS Germany GmbH. Once this has been sent out, the third-party service provider undertakes to comply with all applicable laws, regulations and rules in the current version, in particular those relating to the fight against corruption and money laundering, the fight against terrorism, the protection of the rights of the workers and child labour, competition and the protection of the rights of workers and the protection of competition and environmental law, as well as data security and data protection. The third-party service provider shall not commit any prohibited acts, either directly or indirectly, in connection with the services covered by the contract.

In the event of a suspected breach of the obligations arising from this section 11, the third-party service provider must immediately clarify possible breaches and inform GEOS Germany GmbH of the clarification measures taken. If the suspicion proves to be justified, the third-party service provider must inform GEOS Germany GmbH in writing within a reasonable period of time, which internal measures it has taken to prevent future infringements.

GEOS Germany GmbH reserves the right to check the compliance of the third-party service provider with the laws, regulations and rules on a random basis, insofar as they affect the execution of the contract.



GEOS Germany GmbH is entitled to a right of termination without notice for important reasons if the third-party service provider is in breach of the above regulations and if the third-party service provider has seriously violated the law.

In addition, the third-party service provider is liable for damages and exemption from all claims, claims for damages or fines as well as legal proceedings or defence costs incurred by third parties against GEOS Germany GmbH. The third-party service provider is obliged to declare to GEOS Germany GmbH in writing the indefinite waiver of the raising of any limitation or similar objections against the aforementioned claims of GEOS Germany GmbH.

The third-party service provider is aware of the Corporate Code of Conduct of GEOS Germany GmbH on social responsibility, and this is an expression of the common value base. The Code of conduct of GEOS Germany GmbH can be found on the homepage.

The third-party service provider shall oblige its employees, vicarious agents and subcontractors employed in connection with the performance of its contractual obligations to comply with the regulations set out in this section 11.

## 12. Storage

The third-party service provider shall retain all documents for a period of five years, unless longer retention periods apply by law, and subsequently hand them over to GEOS Germany GmbH upon request.

GEOS Germany GmbH shall be entitled to demand the return of all documents relating to the order at any time, even before the expiry of this period.

All documents of any kind made available by GEOS Germany GmbH shall remain the property of GEOS Germany GmbH. They must be carefully stored by the third-party service provider, protected against damage of any kind and only used for the purpose of fulfilling the contract. GEOS Germany GmbH may demand their return at any time without stating reasons.

## 13. Defence clause, writing requirements

General terms and conditions of third-party service providers that contradict or supplement these GTCP shall not apply. General terms and conditions of third-party service providers shall only apply if GEOS Germany GmbH has expressly agreed to them in writing.

Amendments or supplements to these GTCP must be made in writing. Oral ancillary agreements must be confirmed in writing in order to be valid. This also applies to the cancellation of this written form requirement.

## 14. Severability clause, applicable law, Place of jurisdiction, contractual language

If one or more provisions of these GPC are or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes as close as possible to the invalid provision in a legally permissible manner and corresponds to the economically intended purpose. In the event of any loopholes, the provision which the contracting parties would have agreed if they had been aware of the loophole shall be deemed to have been agreed.

These Terms and Conditions and the entire legal relationship between GEOS Germany GmbH and the third-party service provider shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of law provisions. The exclusive place of jurisdiction for all disputes arising from contractual relationships shall be Bonn, insofar as the requirements of § 38 ZPO are met.

The contract language is either German or English.

Status August 2018