



## GEOS Germany GmbH

### General Terms and Conditions

#### 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.

All legal transactions are rendered by GEOS Germany GmbH based on its General Terms and Fee Conditions.

#### 2. Scope of performance

Offers by GEOS Germany GmbH are subject to change if they are not expressly labelled as binding or contain a certain deadline for acceptance.

The more detailed description of the services to be rendered emanate from the confirmation of order, the annexes pursuant thereto and any performance specifications of GEOS Germany GmbH.

The consultancy service provided by GEOS Germany GmbH consists of – if nothing to the contrary is agreed upon in individual cases – independent consultancy free of any instructions of the customer as service.

If GEOS Germany GmbH acts within the framework of the preparation of expert reports, analyses and similar works for the customer, these services shall be rendered as works by way of deviation from the previous section.

#### 3. Fee

If no agreement to the contrary is concluded, the prices on the current fee list shall apply to the service offered.

#### 4. Travel and incidental expenses

Travel and incidental expenses shall be invoiced to the customer in accordance with the stipulations of the respectively applicable list of expenses.

#### 5. Third-party services

Services required by third parties to render the services hired shall not be deemed to be part of the scope of the fee and shall be invoiced in connection with the incidental expenses. If there is a need to call up third-party services, this shall be mutually agreed upon in advance with the customer. The third-party services shall be commissioned and coordinated by GEOS Germany GmbH and proof thereof submitted to the customer. The costs demonstrated in this manner shall be invoiced in the full amount plus a handling charge of 5% of the fee total charged by the third-party service provider.

#### 6. Terms and conditions of payment, period of payment

Invoices shall be due for payment within a period of 14 days net. If nothing to the contrary is agreed upon, 30% of the fee costs shall be due upon the award of the contract. Additional partial payments may be agreed upon in accordance with project progress.

#### 7. Value-added tax

Value-added tax shall be charged in the respectively applicable statutory amount on all expenses and fees.

#### 8. Obligations and responsibilities of the customer

- a) The customer shall be obligated to pay the fees, travel and incidental expenses, lump-sum compensation for expenses and costs of third-party services in accordance with the aforementioned arrangements in due time to GEOS Germany GmbH.
- b) The customer shall be obligated to provide GEOS Germany GmbH all the information it needs to properly render its consultancy services in due time. Such information shall be in line with that which is needed and be without omission. Internal decisions that are needed shall be made and other support shall be provided that is necessary or expeditious for the proper fulfilment of the consultancy contract.
- c) The customer shall provide proof of its legitimate interests when awarding investigation and forensic contracts is so requested by GEOS Germany GmbH.
- d) If the order cannot be continued due to data and information not being provided in time and outside the sphere of influence of GEOS Germany GmbH, or if there are no indications that concrete further data and information can be expected for further processing, the order shall be defined as canceled by GEOS Germany GmbH 6 months after the last correspondence movement and closed in the accounting department. GEOS Germany GmbH shall be entitled to all expenses incurred up to that point, as well as to payment of remuneration corresponding to the actual cost of services.
- e) The resumption or continuation of an order that has already been concluded is possible in the form of a new contractual agreement



## 9. Termination, setting off amounts, retention

- a) If the customer falls into arrears on the payment of an invoice or violates its obligations to cooperate as set out in number 8 b) and if a grace period of 10 calendar days set by GEOS Germany GmbH expires, GEOS Germany GmbH shall be entitled to discontinue work on the contract or to terminate such without notice. Services rendered until such point shall be settled in accordance with these General Terms and Conditions. This shall not affect the right of both parties to the Agreement to terminate the agreement for an important reason.
- b) The customer shall only be entitled to set off claims against GEOS Germany GmbH if these claims have been recognised in writing or by a court of law or government authority. The same shall apply to the exercise of any rights of retention if the customer is not a consumer.

## 10. Liability

- a) The acceptance of a consultancy contract shall merely obligate GEOS Germany GmbH to act in accordance with the contract. No certain success is owed. GEOS Germany GmbH shall not assume any responsibility for a consultancy or investigation result sought by the customer actually being achieved.
- b) In the event of a pre-contractual, contractual or non-contractual violation of an obligation, GEOS Germany GmbH shall only be liable for damages and compensation for expenses – subject to the proviso of additional contractual or statutory prerequisites for liability – in the event of wilful intent, gross negligence or in the case of negligent violation of an important contractual obligation.
- c) Important contractual obligations shall be deemed to mean those obligations whose fulfilment are essential to the agreement and which the customer can have trust and confidence in. The liability of GEOS Germany GmbH is – in the case of negligently caused damage moreover limited in terms of the amount to average direct damage that that is typical of such agreements and which was foreseeable at the time of the conclusion of the agreement.
- d) The aforementioned limits on liability shall not apply in the event of harm to life and limb or health impairment or in the event of mandatory statutory liability.
- e) There shall be no liability for services or work performed by third parties.

## 11. Warranty

GEOS Germany GmbH shall be entitled to subsequently improve a deficient performance or to render new performance (referred to collectively as “subsequent improvement”) if and to the extent that work performances are rendered by way of exception. A reasonable deadline set by the customer is required. If and only when subsequent fulfilment is permanently and with all seriousness rejected or is not undertaken in due time or fails, the customer shall be entitled to demand a reduction of the price or withdraw from the agreement under statutory provisions as it sees fit. The customer shall notify GEOS Germany GmbH as to any complaints in writing after discovering such. The warranty period shall end one year after the commencement of the statute of limitations unless GEOS Germany GmbH has maliciously concealed the defect.

## 12. Non-disclosure, data protection

- a) It shall only be allowed to pass on documents, in particular the results of investigations, to third parties with the written consent of GEOS Germany GmbH.
- b) The parties to the agreement shall be expressly obligated to maintain the confidentiality of all business translations as well as any other business secrets of the other party to the agreement that a party becomes aware of, including beyond the end of the business relationship, and to refrain from using this information for itself or directly or indirectly for third parties. The previously mentioned non-disclosure obligation shall not apply if information becomes known without any culpability on the part of the contractual partner or disclosure of information is necessary for performance of the tasks assigned to GEOS Germany GmbH. This shall apply in particular, but not solely, to passing on information to government authorities, to additional external consultants and additional enterprises in connection with the performance of tasks assigned to GEOS Germany GmbH.
- c) If GEOS Germany GmbH processes personal data of the customer within the framework of services owed, the parties shall be obligated to adhere to applicable data-privacy provisions. The privacy policy of GEOS Germany can be viewed at the website.



### 13. Usage rights

GEOS Germany GmbH grants the customer a non-exclusive usage right to reproduction without any time limits to documents that are created.

The customer shall not be entitled to concede sub-licenses to documentation to third parties without the prior written consent of GEOS Germany GmbH.

### 14. Defence clause, writing requirements

The general terms and conditions of contractual partners that contradict these General Terms and Conditions or which amend these General Terms and Conditions shall not apply. General terms and conditions of contractual partners shall only apply if these are expressly approved in writing by GEOS Germany GmbH.

Any changes or amendments to these General Terms and Conditions must be in writing. Any subsidiary verbal agreements must be confirmed in writing to be valid. This shall also apply to the waiver of this writing requirement.

### 15. Non-disclosure clause, applicable law, legal venue

- a) If one or more of the stipulations in these General Terms and Fee Conditions are or become invalid, this shall not affect the validity of the remaining provisions. Any invalid stipulation shall be replaced by a stipulation that comes as close as possible to the invalid stipulation in a legally admissible manner and that corresponds to the economic intent of the invalid provision. In the event of any gaps, an arrangement shall be deemed to have been agreed upon which the parties to the agreement would have agreed upon if they had been aware of the gap.
- b) Solely the law of the Federal Republic of Germany shall apply to these General Terms and Conditions and the entire legal relations between GEOS Germany GmbH and the customer. The sole legal venue for all disputes emanating from the contractual relationship shall be Bonn if the prerequisites of § 38 of the Civil Procedure Code have been met.

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