

General Terms and Conditions for Technical Articles and Coaching Provided by ZESTRON Academy

1. Scope

- 1.1. These General Terms and Conditions apply to the preparation of technical articles and the performance of individual coaching by ZESTRON Academy (hereinafter referred to as "Contractor").
- 1.2. Unless agreed otherwise in individual cases, contracts between the Contractor and the Client shall be concluded in accordance with these General Terms and Conditions only. These General Terms and Conditions shall form the basis of every offer, acceptance and order confirmation of the Contractor. If an order is placed, these General Terms and Conditions and their entire content shall become part of the contract.
- 1.3. The Contractor shall not accept any conflicting or deviating conditions of the Client unless the Contractor has expressed approval of the validity of such conditions in writing. The following conditions set by the Contractor shall also apply if the Contractor provides his/her services without reservations aware of conflicting or deviating conditions set by the Client.

2. Offers, Contracts

- 2.1. The Contractor's offers are subject to change and non-binding unless notified otherwise in writing. This shall also apply to the prices quoted.
- 2.2. The Contractor reserves the ownership of and all copyrights to the offer documents. The Client shall not make the offer documents accessible to third parties without the express prior consent of the Contractor.
- 2.3. A contract with the Contractor shall only be deemed concluded if the Client unconditionally accepts an offer submitted by the Contractor, if the Client receives a written order confirmation from the Contractor or if the Contractor commences to provide his/her service.
- 2.4. Unless expressly agreed otherwise, a written order confirmation shall be decisive for the content and scope of the contract if issued by the Contractor.

3. Scope of Services

- 3.1. Unless agreed otherwise in writing, the subject of the order shall, in general, be the assignment or other service agreed upon, and not a success.
- 3.2. A declaration of agreement made by both parties shall be decisive for the scope of services. If no such declaration has been made, the written order confirmation of the Contractor shall be decisive. Furthermore, the Contractor is entitled to determine the method and type of testing at his/her own and equitable discretion unless agreed otherwise in writing or unless mandatory regulations require a specific procedure.
- 3.3. The orders accepted by the Contractor shall be executed and/or the technical articles shall be prepared in accordance with the generally recognised codes of practice, in compliance with the statutory and official regulations in force at the time of acceptance of the order and in the Contractor's customary manner.
- 3.4. The objects to be tested shall not be processed or modified by the Contractor at any time. Unless expressly agreed otherwise in individual cases, any processing or modification necessary shall be made by the Client at his/her own cost and risk. Liability of the Contractor for negligent damage to or deterioration of a test object shall be excluded.
- 3.5. Unless expressly excluded by means of a prior written agreement with the Client, the Contractor is entitled to assign the execution of an order, in whole or in part, to subcontractors or other vicarious agents.
- 3.6. All agreements entered into by the Client and the Contractor, including these General Terms and Conditions, are set down in full and in writing in the contract. There are no verbal ancillary agreements.

4. Cooperation Obligation

- 4.1. The Client is obliged to cooperate to the extent that this is required for the Contractor's proper provision of services. All acts of cooperation, test objects, information, design documents, auxiliary supplies, assistants etc. necessary for the provision of services shall be made available to the Contractor free of charge. Furthermore, the Client's acts of cooperation shall comply with the legal regulations, standards, safety regulations and accident prevention regulations from time to time in force.
- 4.2. Unless expressly included in the order, the Contractor is not obliged to check the data, information or other services made available by the Client for their correctness and accuracy if there is no reason to do so taking the circumstances of each individual case into account. The Contractor assumes no liability for the accuracy of safety rules, regulations and programmes which form the basis of his/her testing unless these rules, regulations or programmes were provided by the Contractor or are subject of the testing order.
- 4.3. The Client shall notify the Contractor of special official safety regulations or other special conditions which apply at the place of performance and may affect the execution of testing in good time prior to

the start of testing. Furthermore, the Client is responsible for ensuring that the specific local area in which the Contractor is to execute testing complies with the general and, if applicable, special safety regulations.

- 4.4. The Client shall bear any additional costs if the Contractor is forced to redo assignments or if the Contractor's assignments are delayed due to tardy, incorrect or incomplete information or due to improper co-operation. Even if a fixed or maximum price has been agreed upon, the Contractor is entitled to invoice any such additional costs.

5. Deadlines and Dates, Delays in Performance

- 5.1. The duration of performance is determined regularly on the basis of a common workflow and is, therefore, only approximate unless the Contractor has expressly stipulated in writing that the duration is binding. The start, duration and termination of performance may be postponed due to unforeseeable events circumstances beyond the control of the Contractor.
- 5.2. Deadlines and/or dates agreed upon in a binding manner shall only apply if all obligations under Section 4.1 have been fulfilled in good time.
- 5.3. In the event of force majeure, fire, flooding, natural disasters, conflict-related violence, terrorism, industrial actions, interference by public authority as well as other circumstances beyond the control of the Contractor such as operational disruptions or difficulties in the procurement of material and equipment through no fault of the Contractor, he/she is entitled to postpone the date of completion of a technical article by the duration of the hindrance and a reasonable period of relief or to withdraw from the contract in whole or in part. A withdrawal under such circumstances shall not entitle the Client to claim damages.
- 5.4. The Contractor shall only be deemed in default if the Client reminds him/her in writing after the due date. If the Contractor is in default, the Client is entitled to set a reasonable grace period. If the Contractor fails to provide his/her service within such grace period, the Client is entitled to withdraw from the contract.
- 5.5. Apart from this, the Contractor shall be liable for damages for delays in performance or impossibility for which he/she is responsible in accordance with Section 8 only.
- 5.6. The Client shall bear any costs incurred by the Contractor as a result of delays for which the Client is responsible.

6. Terms of Payment

- 6.1. All invoice amounts are due within 14 days from the date of invoice with a 2 % discount or within 30 days from the date of invoice without deductions.
- 6.2. The Client shall assert any complaints about the Contractor's invoices within two weeks after receipt of an invoice.
- 6.3. The Contractor is entitled to demand a reasonable advance on costs.
- 6.4. Claims of the Contractor may only be offset against legally established or undisputed claims or claims which have been accepted by the Contractor in writing. This limitation shall not apply to claims of the Client for defects resulting from the same contractual relationship as the Contractor's payment claim.
- 6.5. If the contract is based on a cost estimate and if it becomes apparent during the execution of the order that the costs will substantially exceed the amount originally estimated, the Contractor shall notify the Client of this in writing. In such case, the Client is entitled to cancel the contract in writing within two weeks after receipt of the notification. In the event of cancellation, the Contractor may demand a portion of the remuneration corresponding to the services already provided. Furthermore, the Contractor may demand reimbursement of expenses not covered by the remuneration but incurred in connection with the provision of his/her services.

7. Copyrights

- 7.1. The work results achieved by the Contractor while performing the contract (e.g. technical articles, test results, calculations, graphical representations, coaching material etc.) may only be used within the scope of the contractually agreed purpose. Therefore, unless agreed otherwise in individual cases, the Contractor shall grant the Client a non-exclusive and non-transferable right of use for his/her copyrightable work results which is limited in time and space to the purpose of the contract. No further rights are granted; in particular, the Client is not entitled to process or modify the Contractor's work results or use only extracts of the Contractor's work results.
- 7.2. Any use deviating from the conditions under Section 7.1 requires the prior written consent of the Contractor in each individual case.
- 7.3. In the event of a breach of the conditions above committed by the Client, the Contractor is entitled at any time to prohibit the Client from continuing to use the specific work results achieved by the Contractor.
- 7.4. The contents of the coaching are compiled to the best of the Contractor's professional knowledge and belief. The Contractor shall, however, be liable for the content of the session and the coaching material in accordance with Section 8 only.

8. Liability

- 8.1. Dr. O.K. Wack Chemie GmbH as the sponsor of ZESTRON Academy (Contractor) shall only be liable for damages within the scope of statutory regulations and in accordance with the following conditions.
- 8.2. The Contractor shall be liable for damage caused by loss of life or injury to body and health, for damage caused by intent or gross negligence by the Contractor, his/her legal representatives or his/her vicarious agents, for damage caused by the breach of a warranty given by the Contractor, and for damage caused by fraudulently concealed defects.
- 8.3. The Contractor shall be liable for damage caused by a slightly negligent breach of material contractual obligations committed by the Contractor, his/her legal representatives or his/her vicarious agents up to the amount of the foreseeable damage typical for the contract. Material contractual obligations shall mean obligations whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the Client may consistently rely.
- 8.4. Further claims for damages by the Client than those regulated in Sections 8.1 to 8.3 shall be excluded.
- 8.5. The restrictions stipulated in the conditions above shall also apply in favour of the Contractor's legal representatives and vicarious agents if any claims are asserted directly against them.

9. Confidentiality and Retention Obligations

- 9.1. The parties to the contract may have access to information, including know-how and process technologies, of the other party ("Confidential Information") within the scope of the execution of the order. Both the Contractor and the Client as well as their employees and other vicarious agents are obliged to maintain secrecy about Confidential Information of the other party during the execution of the order. This obligation shall continue to apply for a period of two years after termination of the contract. The following shall be excluded from this obligation:
 - a) information which is verifiably already known to the recipient when concluding the contract or which subsequently becomes known to the recipient through a third party without any non-disclosure agreement, statutory regulation or official order being breached;
 - b) information which is publicly known when concluding the contract or which is subsequently made public unless this information becomes known as a result of a breach of said contract;
 - c) information which must be disclosed due to legal obligations or pursuant to the order of a court or an authority; to the extent permissible and possible, the recipient obliged to disclose such information shall notify the other party in advance and give the other party the opportunity to take action against the disclosure; and
 - d) information of which the recipient gains knowledge independently or with the help of third parties unaware of said information's constituting Confidential Information.
- 9.2. The parties to the contract are only entitled to pass on Confidential Information to third parties with the prior written consent of the other party. However, the Contractor is entitled to use the Client's business name as a reference for the acquisition of further Clients, if required.
- 9.3. The Contractor is entitled to make photocopies of documents made available by the Client within the scope of the execution of the order for his/her own files.
- 9.4. The Contractor shall retain contract-related documents if there is a legal or official obligation to do so. In addition, the Contractor is entitled to retention for documentation purposes; any statutory or contractual claims of the Client for return shall remain unaffected.

10. Closing Conditions, Place of Fulfilment, Jurisdiction

- 10.1. Addenda, amendments or alterations to contracts as well as ancillary agreements or commitments shall not be valid unless made in writing. This shall also apply to a possible waiver of the written-form requirement.
- 10.2. The contracts and these General Terms and Conditions are executed in the German language. If the contract and/or these General Terms and Conditions are translated into another language, the respective German versions shall in any event prevail.
- 10.3. The legal relationships between the parties to the contract are exclusively governed by the substantive law of the Federal Republic of Germany, to the exclusion of German international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 10.4. The Contractor's registered office in Ingolstadt (Germany) shall be the place of fulfilment of all obligations under the contract.
- 10.5. The Contractor's registered office in Ingolstadt (Germany) shall be the exclusive jurisdiction for the assertion of any claims under the contract by both parties thereto. This shall apply in the event that both parties are merchants or legal entities or separate funds under public law. This shall also apply if the Client – even if he/she is not a merchant – has no place of general jurisdiction in Germany. However, the Contractor is entitled to bring an action against the Client at his/her place of general jurisdiction.