

General Terms and Conditions of Soliper

The following General Terms and Conditions (“**GTC**”) apply to all contracts between Soliper GmbH (“**Soliper**”) and the client (“**Client**”). Conflicting or deviating terms and conditions of business, contract and/or purchase shall not be acknowledged unless their validity is agreed in writing.

Insofar as any individual contractual agreements have been made between Soliper and the Client (together: the “**Parties**”) for a specific assignment, these shall take precedence over the provisions of these GTC. These GTC shall then only apply in addition, insofar as and to the extent that nothing or nothing to the contrary is stipulated in the individual contract.

1. Conclusion of contract

- 1.1. A contract between the Client and Soliper shall be concluded when the Client confirms the written offer of Soliper in writing. Soliper is bound by the offer for a period of four weeks. Subsequent amendments and additions to the contract must be made in writing to be effective.
- 1.2. Deviating and/or conflicting conditions of the Client are not applicable, unless Soliper has expressly agreed to them beforehand in writing. This also applies if Soliper carries out services without reservation in the knowledge of the deviating and/or contradictory conditions. These GTC also apply without express inclusion for all future contracts of the Client with Soliper.

2. Services from Soliper

- 2.1. Soliper renders the services (“**services**”) agreed between the Parties and described in the contract, unless otherwise agreed, in one or more project phases; the services to be rendered within the framework of the individual project phases are regulated by contract.
- 2.2. The services of Soliper are exclusively intended for the purposes of the Client stated in the contract. Soliper only owes the provision of services, but not the production of a work product or the achievement of a specific result. A success is only owed by Soliper if and insofar as this is expressly contractually agreed. Soliper is only obligated to check information, documents or data provided by the Client or a third party for completeness and correctness if this is expressly contractually agreed. The Client alone is responsible for economic decisions. Soliper is not obligated without an express order to make economic decisions on the part of the Client (e.g. the definition of material groups for a potential analysis), to assess, modify, confirm or reject such. Soliper and Client further agree that the exclusively service-contractual nature of Soliper’s obligation to perform shall not change even if Soliper undertakes to record the results of its services in writing and to prepare and hand over corresponding

reports, studies and the like. Such written reports, studies and the like - shall only reflect the essential content of the course and result of the services.

- 2.3. An obligation on the part of Soliper to the agreed transfer of presentations, expert opinions, reports or other written statements only exists with regard to the respective final version.
- 2.4. Information and estimates by Soliper regarding the necessary time and material expenditure for the provision of the services are only binding if and insofar as the Parties have expressly agreed to this contractually.
- 2.5. Soliper shall be entitled to use the services of competent third parties as subcontractors for the execution of the order. The contracting Parties further agree that Soliper does not owe or provide any legal advice, tax advice or services belonging to the activities of auditors. Insofar as Soliper provides for the performance of such activities by engaging corresponding professionals, it shall only act as an intermediary without itself becoming a debtor/contractual partner for such activities.
- 2.6. If the factual, legal or economic circumstances on which the performance of the services by Soliper is based at the time of conclusion of the contract change after the termination of the contract, Soliper shall not be obliged to inform the Client of this and of the effects of this change. If the factual, legal or economic circumstances on which the performance of the services by Soliper is based at the time of conclusion of the contract change during the term of the contract, Soliper will inform the Client of this and the Parties will agree on an adjustment of the contract.

3. Obligations of the client to cooperate

- 3.1. The Client must promote the services of Soliper beyond the obligations of the Client specified in the contract by means of appropriate cooperative actions, in particular by the following:
 - 3.1.1. Client must provide Soliper, unsolicited and in good time before the beginning of a project phase, with the information, documents and data required for this, so that these can be used immediately. Insofar as further information, documents and data are required by Soliper in the course of the project, the Client will make these available immediately upon request. If the Client becomes aware that the information, documents and/or data are faulty or incomplete, he must inform Soliper of this immediately.
 - 3.1.2. The Client is obliged to provide a suitable project manager as a contact person for Soliper and to name him upon conclusion of the contract, who in particular assumes the coordination of the project at the Client and who is authorised to make the decisions necessary for the execution of the contract.

- 3.1.3. The Client will grant Soliper and its employees involved in the provision of the services access to its own business premises during its regular business hours, as well as provide the necessary technical facilities (in particular access to the ERP system or corresponding systems to business data of the Client) and working materials (in particular workstations and computers). Soliper must ensure that the business operations of the Client are disturbed as little as possible by its activities on site.
 - 3.1.4. Insofar as the performance of services by Soliper depends on the Client making certain economic decisions or if this is necessary for the performance of the services, the Client will make these binding decisions immediately after corresponding request by Soliper.
 - 3.2. If (cooperative) actions of the Client are required to prove the occurrence of an agreed success (e.g. the independent performance of testing within the framework of purchasing optimisation), it is equivalent to proof of the occurrence of success if the Client does not perform these actions within three months after request by Soliper, insofar as the Client is solely or predominantly responsible for the failure to perform these actions.
 - 3.3. Soliper is not liable for impediments to and delays in performance resulting from a breach of the Client's obligations to cooperate. If the Client does not fulfil its obligations to cooperate and if Soliper is unable to perform contractual services in whole or in part within the agreed period for this reason, the period provided for this purpose will be extended appropriately.
- 4. Remuneration / Reimbursement of expenses**
- 4.1. Soliper is entitled to invoice monthly for its services, unless otherwise contractually agreed.
 - 4.2. Unless otherwise agreed, Soliper is entitled to invoice compensation for activity-related expenses. Activity-related expenses are in particular those for rental cars, the use of the company's own vehicle, parking fees, rail travel, flights, accommodation costs, postal and telecommunications charges and photocopying costs as well as additional expenses for meals. The choice of the suitable means of transport is incumbent on Soliper at its dutiful discretion. The following remuneration rules apply: Rental cars are rented in the compact class and are invoiced including fuel costs. Use of own vehicle is charged at 55 cents/km. In both cases, actual parking costs are reimbursed. Train journeys up to 100 km are reimbursed on the basis of 2nd class tickets and 100 km or more on the basis of 1st class tickets. Flights within Europe will be reimbursed on the basis of economy class if possible, in other cases on the basis of business class. As far as possible, Soliper will limit accommodation costs per person and per night to €150, including breakfast. Additional costs for meals, postal, telecommunication and copying expenses will be settled and reimbursed on the basis of actual costs or on the basis of applicable tax rates.
 - 4.3. All amounts are subject to statutory value added tax.
 - 4.4. For projects with partial or full performance-related remuneration:
 - 4.4.1. Unless otherwise agreed, Soliper has the possibility of reviewing all costs of the Client and, in the case of optimisation potential, also to invoice the corresponding success-dependent fee.
 - 4.4.2. In the case of fully performance-based projects, a retainer payment of €10,000 per consultant and month is made during the project period.
 - 4.4.3. If the actual purchase volume deviates from the purchase volume notified by the Client by more than 10% downwards, Soliper can demand a modified remuneration. The altered remuneration can, at the discretion of Soliper, consist of remuneration according to a daily rate (unless otherwise agreed, the daily rate is 2,500 €) or a calculation on the basis of the originally notified purchase volume minus the waiting period of 10%. If the actual purchase volume deviates from the purchase volume notified by the Client by more than 10% upwards, Soliper is entitled to refuse the continuation of the processing of this part of the project (without this affecting the effectiveness of the remainder of the contract) and to invoice the work performed according to daily rates (unless otherwise agreed, the daily rate is € 2,500).
 - 4.5. Invoices from Soliper are to be paid within 14 days after receipt. If the Client does not make the full payment amount within this period, he will be in default without further reminder. Several clients are jointly and severally liable.
 - 4.6. Notwithstanding further rights, Soliper can discontinue the performance of the contractual services, insofar as the Client is in default with a payment even after receipt of a written reminder from Soliper.
 - 4.7. The Client is only entitled to offset and assert a right of retention on the basis of undisputed or legally established claims.
- 5. Reference designation**
- 5.1. Soliper is entitled to name the Client for 5 years on the homepage, in printed publications, in interviews, towards future Clients and in other ways as a reference. The reference designation also includes the right to use the Client's company logo. Confidentiality shall be maintained, clause 10 remains unaffected. The right to reference is not applicable in the event of a justified extraordinary termination by the Client.

6. Claims for defects

- 6.1. The Client is only entitled to claims due to material defects and defects of title of the services, insofar as Soliper owes success in an individual case as reasonably to be expected under the contract and the Client inspects the services and deliverables immediately after delivery for completeness and obvious defects and has notified Soliper of any defects in writing without delay, but in any case within ten (10) working days after the defect is discovered. Sections 377, paragraphs 2 – 4 of the German Commercial Code (HGB) apply accordingly. The Client must demonstrate that the complaint relates to the contract with Soliper and provide a description to the utmost detail of the shortcoming, so that Soliper is able to respond adequately. Claims for defects shall become statute-barred after the expiry of one year from the start of the statutory limitation period. This does not apply to claims which are based on an intentional or grossly negligent act.

7. Liability

- 7.1. Soliper shall only be liable insofar as Soliper, Soliper's executives, employees or agents have verifiably acted wilfully or with gross negligence in executing their obligations or if physical harm has been done to any person. Soliper's liability pursuant to pertinent product liability statutes for cases that may have been beyond the supplier's control shall not be affected by this provision.
- 7.2. The same shall apply to the infringement of material parts of the contract (cardinal obligation), whereby liability shall be limited to foreseeable damages that would typically occur within the scope of this type of services, with the exception of the implications cited in 7.1., and Soliper's liability is limited to the totalling value of the services performed by Soliper for the Client under the contract in the last three months before the occurrence causing the liability (with the exception of the implications cited in 7.1).
In this context the burden of proof shall not be changed to the detriment of the Client.
- 7.3. Any further liability of Soliper is excluded. In particular, Soliper assumes no liability for risks resulting from incorrect and incomplete information of the Client, insofar as these are not obvious to Soliper. Nor is Soliper liable for indirect or consequential damages (such as but expressly not limited to: loss of profit, loss of business, consequential damages, unrealized savings or other economic losses). This shall apply even where such a loss was reasonably foreseeable or Soliper had been made aware of the possibility of the Client incurring such a loss.
- 7.4. Liability claims of the Client in the case of item 7.1 shall become statute-barred according to the statutory provisions. In the case of Section 7.2, the claims shall become statute-barred after six months from the statutory commencement of the limitation period.

8. Contract period / Termination

- 8.1. If a term is not specified in the contract, the contract is deemed to be concluded for an indefinite period.
- 8.2. Unless otherwise regulated, the contract can be terminated by either party with a notice period of 2 weeks to the end of a project phase. If the services cannot be provided in several project phases in an individual case, the contract can be terminated by either party with 30 days' notice to the end of the month, unless otherwise agreed. The right to extraordinary termination remains unaffected. The notice of termination must be in writing.
In the event that it becomes apparent in the course of the contract that an agreed success cannot be achieved, the Parties shall immediately agree on an adjustment of the contract. If an agreement on an adjustment of the contract cannot be reached in this case, the Client is entitled to terminate the contract without notice for exceptional reasons.
- 8.3. In the case of termination of the contract, Soliper has a claim to remuneration for the services and all expenses that have been rendered up to the effectiveness of the termination.
- 8.4. If Soliper initiates the extraordinary termination of the contract by the Client due to conduct contrary to the contract, or if Soliper terminates the contract without having been induced to do so by conduct contrary to the contract by the Client, Soliper is not entitled to a claim to remuneration according to number 8.3, insofar as the previous services are of no interest to the Client as a result of the termination.
- 8.5. If the termination is caused by the Client's conduct in violation of the contract, the Client is obliged to compensate Soliper for the damages incurred by Soliper due to the termination of the contract.
- 8.6. Unless otherwise agreed, purchasing optimization projects end with a supplier selection recommendation by Soliper.

9. Intended use / Property rights

- 9.1. The Client may only use the services provided by Soliper for purposes covered by the contract.
- 9.2. All intellectual property rights to the products supplied by Services rendered to Soliper within the framework of the contract (in particular copyright, confidential know-how in any project outlines, presentations, drafts, expert opinions, written reports or other written statements) shall remain with Soliper. The same applies to all processes, methods, ideas, concepts, business secrets and other knowledge developed by Soliper, which become known to the Client in the context of the execution of the contract ("**know-how**"). The Client is not entitled to make services or know-how of Soliper the subject of its own applications for property rights. Engineering documentation prepared by Soliper which is supplied to Client in accordance

with this contract shall become the property of Client. Soliper grants Client a non-exclusive license to use the intellectual property rights directly related to the supplied documentation for the purpose the services were rendered only.

10. Confidentiality/Release of documents/Data security

“Confidential information” is all information and documents of a party which are marked as confidential or which are to be regarded as confidential from the circumstances, in particular information about business processes, business secrets, business relations, services and knowhow.

- 10.1. The Parties are obliged to treat confidential information confidentially – also beyond the duration of the contract – and to maintain silence about confidential information towards third parties. The Parties shall ensure in a suitable manner that the (freelance) employees, vicarious agents and subcontractors called in by them in the execution of the contract also observe the above confidentiality. Any disclosure of confidential information to third parties requires the prior written consent of the other party. In the event of a breach of the above obligations, the Client is obliged to compensate Soliper for the damage arising from this.
- 10.2. Such confidential information shall be exempt from this obligation,
 - a) which were demonstrably already known to the party relying on them at the time of conclusion of the contract or subsequently become known to them by a third party, without this infringing a confidentiality agreement, statutory provisions or official orders;
 - b) which are demonstrably publicly known at the time of the conclusion of the contract or are made publicly known thereafter, unless this is due to a breach of this contract;
 - c) which are demonstrably required to be disclosed as a result of legal obligations or by order of a court or an authority.
- 10.3. Soliper must return work and business documents and other work equipment provided to it by the Client immediately after termination of the contract at the discretion of the Client. This does not apply to documents and work equipment in respect of which there is a longer legal obligation to retain them, but only until the end of the respective retention period.
- 10.4. If and insofar as Soliper gives written consent to the disclosure of confidential information to a third party, the Client must pass on the above confidentiality obligations to the third party. Soliper assumes no liability towards the third party. The Client must point this out to the third party. The Client indemnifies Soliper from all claims resulting from this, that the Client has disclosed confidential information to a third party.
- 10.5. Soliper is entitled to conduct all correspondence with the Client by e-mail and to send information to the Client without encryption, unless the Client has expressly

rejected this in writing beforehand or demands the application of an encryption procedure.

11. Non-solicitation agreement

- 11.1. For the duration of the cooperation and for a period of one year after the termination of such activity, the contracting Parties shall refrain from actively, directly or indirectly, that entice away employees of the other contracting party, whom the respective contracting party has employed in connection with the performance of the contracts. The prohibition does not apply if the managing director of the contractual partner of the employee concerned has given prior written consent to the enticement and employment. The attempt to entice away and the approach of an employee for the purpose of enticement shall already be considered a breach of contract. For each case of violation of this agreement, a contractual penalty amounting to € 100,000.00 will become due. If an attempted enticement remains, the contractual penalty shall be reduced to € 50,000.00. Further claims for damages remain unaffected. The contractual penalty shall not be set off against a claim for damages.

12. General conditions

- 12.1. The Client may only transfer rights and obligations from or in connection with this contract to third parties with the prior written consent of Soliper.
- 12.2. The contract is subject to the law of the Federal Republic of Germany. The applicability of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG) as well as the German provisions on private international law is expressly excluded.
- 12.3. If any provision of the contract is held invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of the contract. The Parties will endeavour to find a provision in place of the invalid provision that best meets the legal and economic objectives of the contract. This applies accordingly to any loophole in the contract.
- 12.4. The exclusive place of jurisdiction and place of performance for all services arising from this contract is Essen (Germany), provided that the contracting Parties are merchants, legal entities under public law or special funds under public law. Soliper is entitled to take legal action against the Client at its general place of jurisdiction.

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