

## General terms and conditions for projects and consultancy services

of Know How! Aktiengesellschaft (public limited company), Magellanstraße 1,  
D - 70771 Leinfelden-Echterdingen

### 1. Validity

Delivery and performance of Know How! AG are to be carried out exclusively on the basis of these general terms and conditions, unless a project contract has been concluded. In the event of the conclusion of a project contract, the General Terms and Conditions shall apply in addition.

If the performance of Know How! AG include training services events or other events such as kick-off events, train-the-trainer events, onboarding events or other personal qualification measures, the general terms and conditions for company seminars, online-seminars and Events apply additionally. If the projects respectively the performance of Know How! AG include delivery of licence products, the general terms and conditions for delivery of licence products of Know How! AG apply additionally. Those two terms and conditions are to be found on the website of Know How! AG provided for downloading. Divergent arrangements shall apply only by written confirmation of Know How! AG. These terms are deemed accepted not later than on acceptance of wares or performance. Conflicting terms and conditions of the customer are only accepted if they are expressly confirmed in writing by Know How! AG. Supplements to the agreement as well as amendments to the contract are void insofar as they are not confirmed in writing by Know How! AG.

### 2. Offer and conclusion of contract

The offers of Know How! AG are subject to change without notice and non-binding. A contract is only effective if Know How! AG confirms an order from the buyer in writing or by telex. Same applies to amendments, modifications or supplements to the agreement. Know How! AG reserves the right to confirm the conclusion of a contract through invoicing.

### 3. Products and performance

The scope and nature of the services by Know How! AG are described as detailed as possible in the offer or in the contract. On this basis the services of Know How! AG are further developed. Know How! AG is - subject to a presetting in the contract or offer – free to define design and implementation of their performance. As far as Know How! AG uses external services, in particular tools, standard software or media from third party suppliers, Know How! AG is authorised to procure these in the name in and at the expend of the customer in accordance with the conditions of the third party supplier. The customer shall observe all relevant conditions of the third-party supplier and independently carry out any necessary contract or license renewal. If a customer engages in other service providers, these are used as a fulfillment aid by the customer.

The Know How! AG is entitled to engage subcontractors or freelancers.

## 4. Remuneration

Unless otherwise indicated, all prices are understood plus statutory value-added tax and plus packaging and dispatch costs in the respective currency stated on the invoice. The prices quoted in the offers are non-binding. The prices stated in the order confirmation are decisive. Additional services such as dispatch and insurance are charged for separately. Unforeseeable changes of customs duties, import and export duties, foreign exchange control, authorise Know How! AG to respectively adjust the compensation rate.

Unless otherwise agreed, the services of Know How! AG on a time-honored basis based on the actual workload at the standard hourly rates of Know How! AG, the accounting interval is every half an hour. If daily rates are agreed, they comprise a working time of eight hours at the usual business hours of Know How! AG. As far as Know How! AG is acting at other than the usual business hours at the customer's request, the hourly or daily rates increase by 50%.

Insofar as fixed prices are agreed, Know How! AG is entitled to adjust this, if the scope of services changes during the term of the contract at the customer's request. The Know How! AG may demand advance payments. If a billing is agreed upon on a time basis, Know How! AG is entitled to charge monthly.

## 6. Travel costs an accommodation

All travel costs and travel time as well as necessary accommodation costs are generally charged additionally.

Accommodation costs including breakfast, taxi, rail- and air travel will be charged further after the effort incurred.

For rail an air travel:

- For rail journey: generally 2nd class
- Flights within a country or continent: Economy class
- Intercontinental flights, flights over 7 hours of flight or night flights : Business Class

Per kilometre driven by car will be charged 0.50 EUR.

Travel times are charged at 50 % of the day rate of the respective employee. If no working time charges are agreed, travel times will be charged at 55.00 EUR per hour. In the case of delays by the client the customer bears the non-cancelable travel expenses and any cancellation costs incurred. Additional applications for the staff of the Know How! AG due to work-related travel activities, the Know how! AG has to pay tax-free to its employees, are to be compensated.

## 6. Delivery and payment

Invoices of Know How! AG are to be paid within 14 days. All invoice amounts are to be transferred into the account mentioned on the invoice, net without deductions, bonuses or other discounts and at no charge for Know How! AG. Offsetting payables, credits and claims is expressly forbidden. Differing regulations only apply by written confirmation of Know How! AG.

## 7. Performance and delivery periods

All deadlines must be agreed in writing. All deadlines specified by Know How! AG shall apply with the proviso that incoming supplies are delivered on time. Partial delivery and partial performance are acceptable. Deliveries shall not be deemed delayed in the event of force majeure and other events which make delivery for Know How! AG significantly harder or impossible. This especially includes breakdowns, force majeure, strikes, etc.; regardless of whether they arise in the our own company or in a supplier's or sub-contractor's company. In this case the buyer has no right to compensation for delay or damages due to non-performance. If the delay is within the customer's area of responsibility (for example, not timely provision of co-operation), then Know How! AG is entitled to postpone the service concerned by the duration of the hindrance plus an appropriate period of performance.

## **8. Obligations of the customer / Obligation to cooperate / not keeping and cancellation of appointments by the customer**

The customer supports Know How! AG in the service without being asked to do so in a reasonable manner. The customer will provide all necessary information, materials and documents to Know How! AG. If services are to be provided by the customer or in their technical environment, the latter also provides the necessary equipment for this purpose. The customer specifies a competent contact person to Know How! AG, who is not to be exchanged for the duration of the respective project and is authorized to issue or accept binding declarations for the customer. In the event that the customer violates his obligations to cooperate and Know How! AG is thereby incurred an additional expense or damage, then the customer is obliged to compensate Know How! AG for this extra effort or to replace the damage. If the customer fails to meet agreed deadline, or if such appointments are made within 5 working days prior to the respective date, the customer shall bear the costs for employees and freelancers who can not be used elsewhere. Know How! AG will endeavor to use employees and freelancers freed up by the cancellation or non-compliance of appointments somewhere else. If this does not succeed, the customer bears the burden of proof for the other possibilities of employment of the employees or freelancers. For training, seminars, other training measures and events, the cancellation conditions from the general terms and conditions for seminars, on-line seminars, events and events apply.

## **9. Reservation of proprietary rights/rights of use**

For all supplies and services of Know How! AG, the extended retention of title until the full payment of all claims arising or arising from the business relationship against the buyer, regardless of the nature and for which legal grounds.

The granting of rights is always subject to the suspensive condition of the complete payment of the services of Know How! AG. Until full payment, the customer is entitled to use the deliveries of Know How! AG only in the course of the actions to be performed by him (for example carrying out tests). This right of use expires if the customer is in default with the payment of the remuneration or part of the remuneration.

Subject to deviating agreements, the customer shall only be granted a simple, non-exclusive and non-transferable right of use.

## **10. Warranty**

The works of Know How! AG must be accepted. The acceptance - also of subprojects - is to be explained in writing by the customer at request. After written request by the Know How! AG, the customer shall declare the acceptance within 14 calendar days. After expiry of this period, the service offered for acceptance shall be deemed accepted. The period of warranty for all products and services of Know How! AG is 6 months.

In the case of defects of the services qualities, Know How! AG is at its own discretion entitled to subsequent improvement of the deficient licenced product or to replacement delivery. The customer is entitled to withdraw from the contract or to demand a price reduction if the subsequent improvement or replacement delivery have failed. Supplementary performance has failed if there have been several failed attempts and further attempts would be unreasonable to the customer.

Product descriptions of any kind are not considered as assured characteristics.

The customer is obligated to give notice in writing about any defects, as soon as they have noticed it. The obligation to inspect and give notice of defects applicable to merchants under Art. 377 German Commercial Code (HGB) remain unaffected.

Provided that the customer is a merchant in the sense of the German Commercial Code (HGB) the commercial obligation to examine and report defects shall apply.

## **11. Liability**

Unless otherwise stated below, liability of Know How! AG for indirect and direct damages, insofar as the liability is not based on intent or gross negligence or the culpable injury to life, body and health, is excluded. The exclusion of liability applies to all direct

and indirect damages, such as consequential harm caused by a defect, loss of success, loss of profit, damage to other persons and property, loss of data, additional personnel costs, useless expenses and failures. The Liability for infringement of a non-contractual obligation is excluded.

In case of liability of Know How! AG, liability is limited to a maximum of 5% of the agreed total remuneration without VAT. This does not apply to liability on grounds of intent. Claims for damages by the customer shall become statute-barred after one year from the date on which the customer is aware of the damage and the circumstances under which his claim entitlement arises. Exceptions to this rule are damages for intent or gross negligence.

## **12. Confidentiality, prohibition of employment, data protection**

The contracting parties undertake to keep each other information of the other contracting party which is accessible to them in the context of a project, which is marked as confidential or, in other circumstances, recognizable as business or business secrets of the contracting party, for an indefinite period and, of the object of the contract, neither to record, to exploit or to pass on. This does not apply to information which is already known to the contracting partner or is known without connection with the contractual relationship.

Without the consent of the respective other contracting party, the contracting parties will neither be able to recruit or hire employees who have been involved in the cooperation for a period of at least one year from the last participation in the cooperation.

The contracting parties will observe the statutory provisions on data protection, in particular the provisions of the Federal Data Protection Act (BDSG), and shall obligate their employees accordingly.

## **13. Court of jurisdiction/applicable law**

The place of contractual fulfilment and exclusive court of jurisdiction, unless otherwise required by law, is for both parties Leinfelden-Echterdingen. The contractual relationship is subject to German law.

## **14. Further provisions**

Should individual terms of this general terms and conditions be or become ineffective or invalid, this shall not affect the validity of the rest of the contract. The parties shall by common consent replace the invalid provision with a legally effective provision that comes closest to the economic purpose of the invalid provision.

## **General terms and condition of November 4, 2016**