

## Terms and Conditions of SCI Verkehr GmbH

### 1. General information

- 1.1. The Terms and Conditions of SCI Verkehr are an integral part of every contract concluded with its contractual partners.
- 1.2. The content of the consultancy services, as well as the timeframe, shall be formulated by SCI Verkehr in a written offer upon which the client's assignment shall be based.
- 1.3. Any Terms and Conditions of the customer deviating from or adding to these Terms and Conditions shall require the prior written consent of SCI Verkehr in order to be binding.

### 2. Offers and prices

- 2.1. An offer is valid from the day upon which it is sent and for 60 days thereafter.
- 2.2. Prices in the offer are shown as a lump-sum amount or as a fixed hourly rate with the budget total and are subject to VAT.

### 3. Payment terms

Payments are due net within 14 days of the invoice date.

### 4. Termination

SCI Verkehr and the customer shall be entitled to terminate the Agreement with good cause in the event of serious breaches of contract at any time. In the event that the Agreement is terminated, the customer shall pay SCI Verkehr the agreed remuneration for the part of the services rendered. The termination must be given in writing and must include the reason for termination.

### 5. Liability

- 5.1. SCI Verkehr shall have unlimited liability for damages attributable to intent or gross negligence. Irrespective of the degree of fault, SCI shall also have unlimited liability for damages resulting from injury to, or loss of, life or limb or harm to health and also irrespective of the degree of fault, for damages resulting from the granting of a guarantee. If SCI Verkehr should grant a guarantee for certain specifications of the contractual performance, such guarantee shall only be binding on SCI Verkehr if it was given in writing by SCI Verkehr.
- 5.2. For damages caused through slight negligence, SCI Verkehr shall only be liable in case of violation for so-called cardinal obligation. SCI Verkehr's liability shall be limited to such damages which are assumed to be typical for such an agreement and foreseeable. Liability for all other damages shall be excluded.
- 5.3. For all damages arising from the contractual relationship, SCI Verkehr's liability shall be limited to the value of the Agreement.
- 5.4. The disclaimer and limitation of hereabove is not applicable to claims under the Product Liability Act (Produkthaftungsgesetz).

- 5.5. To the extent that liability is limited or excluded under these Terms and Conditions, this exclusion or limitation shall also apply to any personal liability of the executive bodies of SCI Verkehr, the employees, associates, other members of staff, representatives and subcontractors.
- 5.6. All contractual claims for damages shall be subject to a limitation period of one year from the commencement of the statutory limitation.

## **6. Confidentiality**

SCI Verkehr and the customer shall undertake to treat all transactions, regardless of nature, of which it becomes aware in connection with executing the Agreement, as confidential and not to pass these on to third parties. This obligation stretches to all employees of our company, as well as persons working on our behalf. This may be undertaken and confirmed upon request of the client and in cooperation with him.

## **7. Rights to the results of the work**

The services rendered by SCI Verkehr are protected by copyright law. SCI Verkehr shall grant the customer for an indefinite period of time a non-exclusive, non-transferable and non-sublicensable right to use these services only for the contractual purposes. All other rights shall remain with SCI Verkehr.

## **8. Invalid provisions, loopholes in the Agreement and clause regarding the written form**

- 8.1. If any clause of this Agreement becomes invalid or if a loophole in the Agreement becomes evident, the validity of the remaining clauses shall not be affected. Such invalid clauses shall be substituted, and a loophole be filled, by a valid clause, which comes closest to what the parties may have intended according to the spirit and purpose of this Agreement had they been aware of such invalidity or loophole.
- 8.2. Amendments and changes to the Agreement may only be made in writing. This shall also apply to any contractual waiver of this requirement regarding the written form.

## **9. Applicable law, court of jurisdiction**

- 9.1. This Agreement is governed by and shall be construed in accordance with German law. The United Nations Conventions of Contracts for the International Sale of Goods incorporated into German law shall be excluded to the extent that it would be applicable in relation to foreign customers.
- 9.2. Hamburg shall be the place of jurisdiction for all disputes arising from or in connection with this Agreement.