

General Terms and Conditions of 2W Technische Informations GmbH & Co. KG

1. Validity of the General Terms and Conditions

1) All orders with 2W are made based exclusively on these General Terms and Conditions.

Conflicting General Terms and Conditions of the clients are hereby rejected. These will not be an integral part of the contract.

The same also applies to all future business relations, even if the validity of these terms and conditions is yet to be expressly mentioned or agreed upon.

At the very latest when 2W is unquestioningly performing the delivery or service, the client agrees to the validity of these General Terms and Conditions.

2) Deviations from these General Terms and Conditions in the current contract relationship only become effective if 2W confirms them in writing.

2. Delivery dates/times/deadlines

Unless expressly labelled as binding, the delivery dates, times and deadlines specified in the purchase order are non-binding.

3. Subcontractors

The client agrees that 2W will involve subcontractors to deliver certain service instalments (e.g. translations, creation of illustrations, multimedia production, print production).

2W's obligations from the contracts with its customers remain unaffected by this.

4. Invoicing, payment and assignation

Invoices from 2W are due for payment, without deduction, upon receipt. The payment is due within 14 days and is strictly net.

2W is entitled to assign the claims from their business relations.

5. Warranty limitation

The warranty period is limited to 1 year.

In the event of any defects, 2W will have either the right to make subsequent improvements, or to deliver a replacement, as 2W chooses.

Warranty claims due to defects will be ruled out if the damage can be attributed to the client being in breach of servicing, maintenance and installation regulations, or to inappropriate or incorrect use, improper or negligent handling, or incorrect treatment or further processing.

2W will only be liable for damages due to defects and consequential harm caused by defects if it has acted with intent or in gross negligence. This does not apply in relation to life, limb or health, nor does it apply in the event of guaranteed quality.

All liability resulting from the Product Liability Act (*Produkthaftungsgesetz*) remains unaffected, including in relation to the statute of limitations.

6. Liability limitations

6.1. for ancillary contractual claims

2W will only be liable for breaches of accessory contractual obligations to disclose information, provide advice, and other miscellaneous obligations, if it has acted with intent or in gross negligence. This does not apply in relation to life, limb or health, nor does it apply in the event of guaranteed quality.

6.2. for pre- and non-contractual claims

2W will only be liable for fault at the end of the contract and for tortious actions if it has acted with intent or in gross negligence. This does not apply in relation to life, limb or health.

6.3. for any other claims

2W will only be liable for damages for other reasons, irrespective of the legal nature of the claim, if it has acted with intent or in gross negligence. This does not apply in relation to life, limb or health.

7. Ownership of production and advertising means, etc., protective rights for products

1) All documents, advertising and miscellaneous products released to the client as part of this contract, in addition to the subject matter of the contract, or created/procured by 2W to process orders, remain or become the property of 2W when they come into being.

Models, matrices, templates, patterns, tools and any other means of production, including any confidential matter, may only be used for deliveries to third parties with the prior written consent of 2W.

2) The client shall be liable to 2W for taking due care of this property and will prevent third parties from accessing it, and, where necessary, is to provide 2W with immediate information about when any third-party infringements took place, and by whom.

3) At the request of 2W, the client will store the items on their premises, free of charge. Unless otherwise agreed, returns will be made no later than two years after project completion.

8. Confidentiality

1) In relation to and going beyond the work done in collaboration, the client undertakes to keep confidential the trade (business and operations) secrets and sensitive confidential information about 2W and its clients that were disclosed to them in connection with this contract or that were disclosed during previous contractual relationships, and to ensure that this confidential information is not disclosed to third parties and is not used incorrectly.

2) Sensitive confidential information is any information which would adversely affect the competitive situation of the client or its customers if it were made public. This relates in particular to all information, data and documents concerning products, services, advertising and sales promotion concepts.

3) The client undertakes, within the realms of legal possibility, to get all staff (including freelancers) and other third parties employed to fulfil the terms of the contract to pledge in writing that they will also comply with these provisions and, furthermore, will not accept any form of payment from suppliers either.

4) Rights to claim compensation for damages and assert injunctive relief remain reserved.

5) The client must gain the prior written consent of 2W before using their 2W business connections for advertising purposes.

9. References

The client agrees that 2W will include the name and/or company of the client in their list of references once the order has been completed.

10. Doing business for the competition

2W is permitted to do business for companies which have/may have a competitive relationship with the client.

11. Rescission (insolvency, force majeure, and similar)

2W is allowed to withdraw from the contract if composition or insolvency proceedings have been instigated against the assets of the client in court, or said instigation was refused for lack of assets to cover the procedural costs, or the client is insolvent. The client must inform 2W about these events immediately.

If force majeure, including mobilisation, war, unrest, natural disasters, strikes and lock-outs in particular, makes it temporarily impossible for the terms of the contract to be fulfilled from 2W's side, the deadlines agreed in the contract will be extended until said obstructions have been removed. If the deadline extension becomes unreasonable, the client may withdraw from the contract. In both cases, payment will be made from 2W's side for service instalments already completed as part of the overall performance.

12. Place of performance, place of jurisdiction, applicable law

- 1) The place of performance for suppliers is the registered office of 2W.
- 2) The place of jurisdiction is the registered office of 2W.
- 3) The law of the Federal Republic of Germany applies exclusively.

13. Severability clause

Should one provision of these terms and conditions or any other agreements entered into be void or become void, the validity of the remainder of the contract is not affected by this. Should a gap emerge in the provisions of the agreement in this particular case, the applicable legal provisions shall apply.