

# General Terms and Conditions of Lach & Bruns Partnerschaft

## 1. Scope

1-1 All present and future offers, formations of a contract, deliveries and services of Lach & Bruns Partnerschaft shall be subject to the following general terms and conditions (hereinafter referred to as "GTC"). If the client places an order with Lach & Bruns Partnerschaft, the GTC are accepted and shall apply in the business relation to the client. The GTC shall also apply to all future business relations with Lach & Bruns Partnerschaft, even though the applicability of the GTC may not even be explicitly mentioned.

1-2 Any dissenting or additional agreement, including but not limited to general terms and conditions of a client, shall only apply, if Lach & Bruns Partnerschaft acknowledges and accepts it/them in writing. A possible silence of Lach & Bruns Partnerschaft with respect to the general terms and conditions of a client shall not be considered as the approval thereof. Any counter-confirmations of a client with dissenting terms are already and hereby refused by Lach & Bruns Partnerschaft.

1-3 Any amendment of the GTC becomes also part of the current contracts as of its validity, unless the client objects in writing within a month after the notification of such amendment and despite of a special notice to the client about his right to object thereto.

## 2. Content and execution of services

2-1 The agreed services are determined by the written service confirmation of Lach & Bruns Partnerschaft. Lach & Bruns Partnerschaft may also provide for a service confirmation by way of verbal or conclusive action. Any agreement including supplements, amendments or side letters shall be in written form. Supplements, amendments or side letters to a written order may only be agreed without the written form requirement, if Lach & Bruns Partnerschaft gives its express consent.

2-2 Any compliance with contractual obligations of Lach & Bruns Partnerschaft is subject to the client's fulfilment of obligations in due time and form. In particular, the client shall ensure that he/she provides Lach & Bruns Partnerschaft with all information, documents and/or other measures required for the provision of services in due time.

2-3 Any date and deadline for deliveries and services shall only be binding upon explicit written confirmation by Lach & Bruns Partnerschaft.

2-4 Any objection to the content of the services provided by Lach & Bruns Partnerschaft shall be raised and specified in writing

immediately, but no later than four weeks after the receipt of the respective service. If no objection is raised within this four-week period, the services as provided shall be deemed to be approved. In case of a commercial transaction for both parties the client shall be subject to the requirement of inspection and notification pursuant to § 377 of the German Commercial Code (*Handelsgesetzbuch, HGB*) for all work and services provided by Lach & Bruns Partnerschaft.

2-5 Events of force majeure, strikes, lockouts, official orders, energy and other supply difficulties, disruptions at public transport companies and operational disruptions at Lach & Bruns Partnerschaft as well as the consequences of such events shall suspend Lach & Bruns Partnerschaft from its obligation to provide services for the duration of such disruption and to the extent of its effect(s), insofar as the respective event and its consequences do not fall within the responsibility of Lach & Bruns Partnerschaft. Such event and its consequences allow(s) Lach & Bruns Partnerschaft to suspend or terminate its contractual services while any liability for damages arising from such suspension or termination is excluded. In such cases Lach & Bruns Partnerschaft shall inform the client immediately about this event and will immediately refund (pro rata) any consideration exceeding the value of the services already provided.

2-6 Lach & Bruns Partnerschaft does not assume any guarantee or warranty of any kind for the permanent and uninterrupted availability of Lach & Bruns Partnerschaft.

## 3. Price / Terms of payment/ Retention of title

3-1 The current prices of the valid price list of Lach & Bruns Partnerschaft at the time of the conclusion of the contract shall apply. Any price quotation in an offer are based on a fair estimate of the required services and taking into account the information provided by the client. Any of such price quotations in an offer are non-binding, save for flat or fixed price agreements.

3-2 Invoices are due upon receipt and payable without deduction within a period of 14 days after receipt of the service. In the event of late payment, the statutory provisions shall apply.

3-3 The client shall only be entitled to the right of set-off and the right of retention, if and to the extent the respective counterclaims are undisputed or legally binding.

3-4 Lach & Bruns Partnerschaft reserves the legal ownership of all services provided to the client until the full compliance with all payment claims against the client that have already arisen at the time of delivery.

#### **4. Subsequent performance in case of performance defects**

4-1 Lach & Bruns Partnerschaft will provide its work and services in accordance with the good practice applicable at the time of order and the care customary within its industry. Lach & Bruns Partnerschaft shall be liable in the event of a defect - if technically possible - by eliminating the existing defect of the work or service free of charge.

4-2 The client shall only be entitled to a reduction in price or to the withdrawal from the contract, if such subsequent performance/correction pursuant to clause 4-1 fails or is impossible for other reasons.

4-3 The client shall immediately notify his/her claim for subsequent performance/correction to Lach & Bruns Partnerschaft in writing once the defect has been ascertained. Such claim is excluded after 4 weeks as of the performance of the rejected service provided by Lach & Bruns Partnerschaft,

4-4 The reversal of the burden of proof, namely the obligation of Lach & Bruns Partnerschaft to prove its innocence with respect of the defect, is excluded.

#### **5. Liability and compensation**

5-1 Lach & Bruns Partnerschaft may be liable for intentional and gross negligent breaches of duty and for violations in connection with an injury of life, body or health in accordance with the statutory provisions. Apart from that Lach & Bruns Partnerschaft may – in case of the client being a company (within the meaning of the German Commercial Code) - be liable in the case of

1. slightly negligent breaches of duty by its simple vicarious agents, only if a substantial contractual obligation has been breached, and/or
2. negligent breaches of duty which do not fall under sentence 1, limited to the amount of damages which are typical for the respective contract and can be reasonably expected.

5-2 The provisions of 5-1 shall apply to all claims for damages, irrespective of their legal grounds.

5-3 Any personal liability of the vicarious agents of the Lach & Bruns Partnerschaft towards the client, based on whatever legal grounds, is limited to intentional and gross negligent actions.

5-4 In the event of a self-inflicted delay, Lach & Bruns Partnerschaft may only be liable for the damages caused by such delay up to the amount of the agreed fees for the service with which Lach & Bruns Partnerschaft is actually in default.

5-5 Lach & Bruns Partnerschaft does not assume any liability for economic damages or consequential damages in connection with the performed service. In case of consulting contracts, it is likely that data on the company and the market as well as other data is analysed and that this may result in a proposal of actions to be taken by the client at his/her own discretion. The client takes the exclusive responsibility for the implementation of these actions as well as their effects.

5-6 The liability for obligations of the partnership is subject to the provisions of § 8 of the Partnership Companies Act (*Partnerschaftsgesellschaftsgesetz, PartGG*).

5-7 Any claims of third parties, including but not limited to claims of warranty, damages or enrichment claims, against Lach & Bruns Partnerschaft are excluded, if and to the extent permitted by law.

#### **6. Limitation period**

Any claim for defects arising from deliveries and services of Lach & Bruns Partnerschaft to other companies are subject to a limitation period of one year as of the delivery of the goods/service. This does not apply for claims for defects of consumers as well as damage claims resulting from an injury to life, body or health and/or damage claims resulting from gross negligent or intentional conduct. Apart from that the statutory provisions on limitation periods shall apply.

#### **7. Protection of work results / Publications**

7-1 Lach & Bruns Partnerschaft reserves the copyright for all services provided to the client, insofar as such services are suitable for a copyright. The client may use an expert opinion (that was prepared for fulfilling the client's order) with all tables, calculations and other details without the written consent of Lach & Bruns Partnerschaft only for the purpose which is mutually agreed.

7-2 The publication and the duplication of expert opinions, certificates and other service marks of Lach & Bruns Partnerschaft for marketing or other business purposes, including but not limited to a partial use thereof, are subject to the prior written consent of Lach & Bruns Partnerschaft. The same applies to the marketing of the name/company of Lach & Bruns Partnerschaft in public and/or vis-a-vis third parties in connection with the preparation of an expert opinion.

## **8. Processing of client data**

Lach & Bruns Partnerschaft is entitled to store and process personal and economic data of the client, irrespective whether such data originates from the client or a third party, in accordance with the Federal Data Protection Act (*Bundesdatenschutzgesetzes, BDSG*) and the General Data Protection Regulation (GDPR). The current version of the data privacy statement/disclaimer pursuant to Art 13 of the GDPR is published on the website of Lach & Bruns Partnerschaft at <http://www.lach-bruns.de/>.

## **9. Final provisions**

9-1 Any transfer of rights and obligations of the client arising from the respective contract with Lach & Bruns Partnerschaft is subject to the prior consent of Lach & Bruns Partnerschaft.

9-2 Unless agreed otherwise between the parties or in case of a statutory duty to disclose, each party shall keep confidential information which is disclosed by the other party.

9-3 Unless the parties expressly agree otherwise in writing, the place of performance for both parties shall be the head office of Lach & Bruns Partnerschaft in Hamburg, Germany. The exclusive place of jurisdiction for both parties shall be Hamburg, Germany, if the client is a registered merchant, a corporate body under public law or a special asset under public law.

9-4 The legal relations between Lach & Bruns Partnerschaft and the client are exclusively subject to the laws of the Federal Republic of Germany.

9-5 If any provision of the GTC is invalid in whole or in part, the remaining provisions shall remain valid. The invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the contract and to a fair consideration of both parties' interests.