

KARL KRONER KG

(hereinafter referred to as "the contractor")

GENERAL TERMS AND CONDITIONS

(Release: 2021-01-01)

01. Scope of Application

01.1 These regulations of KARL KRONER KG (hereinafter referred to as Contractor) are General Terms and Conditions of Business (GTC) pursuant to §305 para. 1 BGB (German Civil Code).

01.2 These GTC are preformulated contractual conditions for all fee contracts, service contracts and work contracts which the contractor (user) submits to the customer (hereinafter referred to as client) upon conclusion of a contract.

01.3 These General Terms and Conditions shall apply to the provision of freely agreed services (expert activities, expert advice, systemic advice, benchmarks, strategic advice and / or training and/or events) by the Contractor with respect to:

● MANAGEMENT CONSULTING

- strategy excellence,
- organizational development,
- corporate development,
- corporate governance

● CATASTER OF STANDARDS

● LEGAL CATASTER

● INTEREST REPRESENTATION

01.4 The basis of the cooperation are contracts (fee contracts, service contracts and/or work contracts) between the client and the contractor. The type of contract as well as the contents shall be determined by the contracting parties by mutual agreement depending on the service to be rendered.

01.5 Subject to deviating agreements in individual cases, the client expressly acknowledges the terms and conditions of the contractor valid at the time the order is placed (see "Price list for consulting services"; as of 2020. December. 01).

- 01.6 These General Terms and Conditions shall only become part of a contract (fee contracts, service contracts and/or work contracts) if the contractor (user) has expressly pointed out the effectiveness of these General Terms and Conditions to the client upon conclusion of the contract.
- 01.7 Conflicting or deviating General Terms and Conditions of the Customer shall only be binding if they have been expressly acknowledged by the Contractor in writing.

2. Order Execution

- 02.1 The nature and scope of the Contractor's consulting services (expert opinions, expertises, systemic consulting and/or training and/or events shall be specified in writing when the contract is awarded; partial services shall be possible.
- 02.2 The consulting services of the contractor shall be provided independently, neutrally and objectively.
- 02.3 Within the scope of the contractor's consulting services, the compliance of the solutions or recommendations with the rules, standards and legal requirements shall be checked.
- 02.4 Insofar as the Contractor discovers non-conformities in the course of his performance, the Contractor shall inform the Customer thereof.
- 02.5 The results of the services shall be documented in writing; written documents shall be of a scientific nature, i.e.:
- The facts to be investigated must be outlined so precisely in the documentation that they can also be recognized by third parties.
 - In the documentation, statements must be made about the facts which have not yet been said, or it must contain statements which have already been said, but which illuminate a new perspective.
 - The documented results of the investigation must be understandable and useful to others.
 - The documentation must contain all information on the outcome of the investigation of the facts that is necessary to answer the client's question exhaustively.

- 02.6 Unless otherwise agreed, services of the Contractor shall be performed at the place of performance. The contractor reserves the right, in consultation with the client - for justified reasons and insofar as possible - to perform agreed services at other locations.
- 02.7 If changes and/or extensions to the defined scope of the order arise during the proper execution of the order, these must also be agreed in advance in writing between the contracting parties.
- 02.8 If the Contractor cannot reasonably be expected to adhere to what has been agreed with regard to the changes or extensions, the Contractor shall have the right to withdraw from the contract. The Customer shall, however, pay the agreed remuneration or, in the absence of an agreement, an appropriate remuneration.

3. Deadlines and Dates

- 03.1 The Contractor and the Customer shall agree on dates as long as possible upon conclusion of the contract or during performance of the service. Deadlines shall be confirmed in writing and recorded in a schedule.
- 03.2 If, at the Customer's instigation, a confirmed deadline cannot be met, the Contractor may invoice the actual expenses incurred in preparations for the deadline.
- 03.3 In the event of cancellations by the Customer less than eight weeks prior to the commencement of performance, the Contractor shall charge 50 percent of the order amount plus travel expenses incurred.
- 03.4 In the event of cancellations by the Customer less than seven calendar days prior to the commencement of performance, the Contractor shall charge 75 per cent of the order sum plus travel expenses incurred.

4. Customer Obligations

- 04.1 The client must provide the necessary information and documents for the execution of the order conscientiously, completely and in good time.

- 04.2 The Client shall on its own initiative draw attention to all processes and circumstances which could be of significance for the execution of the order.
- 04.3 The execution of the order without fulfilment of the above points 04.1 and 04.2 shall be at the sole risk of the client, unless the contractor is at fault.

5. Terms of Remuneration and Payment

- 05.1 For the calculation of the services, the respectively valid "prices for consulting prices" of the contractor shall apply, unless a fixed price or another assessment basis has been expressly agreed.
- 05.2 Orders shall be invoiced section by section after performance of the service.
- 05.3 Invoices are payable net within 15 days of the invoice date without deduction.
- 05.4 In the event of default in payment, the Contractor shall be entitled to charge the usual bank interest plus expenses.
- 05.5 The Contractor shall review its prices at regular intervals. Should it become necessary to adjust the prices due to increased overhead or procurement costs, this will be notified at least 4 months before the prices come into effect.
- 05.6 Increases in fees from third party providers and other fees are excluded from notification in advance (invoicing according to actual expenditure).
- 05.7 For services already ordered in writing, the prices ordered shall continue to apply.

6. Confidentiality, Copyright, Data Protection

- 06.1 The Contractor shall observe confidentiality.
- 06.2 The contractor shall take precautions to ensure that neither expert opinions nor other facts or documents which become known during the provision of the consulting service and which relate to the client and the object of the order are disclosed, exploited or passed on without authorisation.
- 06.3 The contractor may make copies of written documents which have been made available to him for inspection or handed over for the execution of the order.

- 06.4 Insofar as expert opinions, evaluation results and the like are produced in the course of the order and are subject to copyright protection, the contractor shall grant the client the non-exclusive, non-transferable right to use them, insofar as this is required in accordance with the contractually stipulated purpose. Further rights shall not be transferred, in particular the client shall not be entitled to change expert opinions, evaluation results and similar.
- 06.5 The contractor also processes and uses personal data exclusively for his own purposes within the contractor's company. It shall also use automatic data processing equipment for this purpose.
- 06.6 In order to meet the data backup requirements of the annex to § 9 BDSG, the contractor has taken technical and organizational measures to ensure the security of the data stock and the data processing procedures.
- 06.7 The Contractor's employees involved in the processing of information are obliged to comply with the German Federal Data Protection Act (BDSG) and are required to strictly observe all data protection regulations on an ongoing basis.

7. Duration and Termination

- 07.1 The contract (fee contract, service contract or contract for work and services) shall be concluded for a fixed or indefinite period when the order is placed.
- 07.2 The contract (fee contract, service contract or work contract) can be terminated in writing by the client without giving special reasons with a notice period of six weeks to the end of each quarter.
- a.) In the event of termination by the Client, the Contractor reserves the right to charge for services already rendered.
 - b.) In the event of termination by the Customer less than eight weeks prior to the commencement of performance, the Contractor shall charge 50 percent of the order amount plus travel expenses incurred.
 - c.) In the event of cancellations by the Customer less than seven calendar days prior to the commencement of performance, the Contractor shall charge 75 percent of the contract sum plus travel expenses incurred.
- 07.3 The contractor may only terminate the contract for good cause.
- 07.4 All confidentiality obligations, copyrights and data protection provisions (see Chapter 6 of these General Terms and Conditions) shall remain valid even after termination of a contract.

07.5 The contractor reserves the right to properly destroy and dispose of all documents and results of a contractual cooperation after a retention period of 10 years.

8. Warranty

08.1 The contractor's warranty expressly covers only the consulting services specified in the order.

08.2 Insofar as the Contractor renders his contractually stipulated consulting services, the parties agree that the Contractor shall not owe any specific success but only services and that it is solely within the decision-making and risk area of the Customer to make decisions arising from the services rendered.

9. Liability

09.1 The Contractor shall only be liable for damages - irrespective of the legal basis - if the Contractor, the legal representative or their vicarious agents have caused these damages intentionally or through gross negligence or if the Contractor, the legal representative or their vicarious agents have negligently breached an essential contractual obligation ("cardinal obligation").

09.2 In the event of a breach of material contractual obligations, the Contractor shall only be liable for foreseeable damage typical for the contract at the time of conclusion of the contract.

09.3 Liability for indirect consequential damages including contract-typical consequential damages is excluded.

10. Final Provisions

10.1 All previous General Terms and Conditions of the Contractor (KARLKRONER KG) shall hereby be cancelled as of 2020 December 01 (Current contracts are excluded from this).

10.2 The Contractor's General Terms and Conditions shall have exclusive validity.

10.3 Should individual provisions of these (GTC) be invalid in whole or in part

the validity of the remaining provisions shall not be affected thereby. In this case, the entire or partial provision shall be replaced by a provision that comes as close as possible to the economic consequences of the invalid provision.

10.4 Supplements and amendments to these GTC must be made in writing.

10.5 The place of jurisdiction for all legal disputes shall be the domicile of the defendant in each case.

10.6 The law of the Federal Republic of Germany shall apply exclusively.

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If you have any further questions, please call us or send us an email. We will contact you immediately.

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