



Contractual conditions for the provision of services by Helmholtz-Zentrum hereon GmbH (Hereon)

I. - Scope of application and disclaimer

These terms and conditions shall apply to the provision of all services of Hereon rendered to the contractual partner (Principal), unless explicitly agreed otherwise. They shall in particular apply to the undertaking of research and development work, and do in particular consider the uncertainties in regard to the technical and economic feasibility that is naturally associated with them. These contractual conditions shall apply exclusively.

II. - Scope and aim of services

1. The Parties shall exclusively define the principal and ancillary services to be provided by Hereon in writing. Any ambiguities in interpreting the scope of services shall be to the detriment of the Principal. Unless anything to the contrary has explicitly been agreed, the scope of services shall be limited to preparing, documenting and handing over the agreed services (work results). Hereon shall owe accuracy in line with the state of the art of science and technology as at the date of execution of the mandate - beyond that, however, no general or specific usability of its work results or any research or development success. Solely the Principal shall decide on the usability and use, at its own risk.

2. Should the development or editing of software be the subject of the mandate, Hereon shall not owe any support, updates, maintenance or other support services.

III. - Remuneration: due date for payment, offsetting and retention, as well as a claim to adjustment

1. Hereon's remuneration is to be paid to the Hereon account specified at the latest within 30 days of invoicing,

without any deduction. The Principal may only offset a claim to payment on the part of Hereon if its counterclaims are undisputed or have been established with legal finality. Any right of retention needs to be based on the same contractual relationship.

2. Should Hereon, contrary to expectation, recognise that the agreed remuneration is in particular insufficient to achieve an intended performance target and cover costs due to considerable changes in the market prices or the occurrence of natural disasters, possibly also only in regard to individual items contained in the calculation (full cost calculation), Hereon shall immediately present the Principal with an adjusted calculation, as an offer for the continuation of the work. Unless anything to the contrary has been agreed, the Principal shall be free to accept or reject the offer within two weeks. In the event of the offer being turned down, Hereon shall be exempt from any further obligation to perform, may, however, require compensation for the expenditure invested up to that date - see Sec. 670 German Civil Code (BGB). The contract shall, moreover, end for both parties.

IV. - Reservation of rights and ownership

Until such time as its services have been remunerated in full, Hereon alone shall have sole entitlement to all services and work results, and be the owner of all documentation and items handed over.

V. - Liability

In the event of wilful intent or gross negligence, and in the case of culpable injury to life, the body or the health, Hereon shall have unlimited liability. Hereon's liability in cases of slight

negligence shall be limited to the infringement of so-called “cardinal obligations” (obligations, the fulfilment of which makes it possible to duly execute the contract in the first place, or the infringement of which jeopardises the achievement of the contractual purpose, and adherence to which the other party may usually trust), as well as - in regard to the scope - typical and foreseeable loss items.

In regard to damage caused by delay that is to be compensated under Sec. 286 German Civil Code (BGB), Hereon shall be liable up to an amount of 5% of the agreed remuneration.

VI. – Risk assessment in case of the Principal’s co-operation

Should the Principal co-operate in the provision of services by Hereon, in so doing it assumes full responsibility for its own actions, and in particular remains obliged to undertake any statutorily required risk assessments (for instance under Sec. 3 German Industrial Safety Regulation (BetrSichV) or Sec. 6 German Ordinance on Hazardous Substances (GefStoffV)) itself and act in accordance with their respective results, i.e. to assess all relevant risks to which the parties involved in carrying out the mandate could be exposed, ascertain them in accordance with the statutorily applicable requirements, and, if necessary, notify them immediately and set up the execution of the mandate accordingly. It shall be up to the Principal to request any clarification required from Hereon for its own risk assessment, in writing or in text form.

VII. - Licences

The Principal shall be given an ordinary, non-exclusive, non-transferrable right of use in all work results, irrespective of whether they are

protectable or not. The Principal shall, if necessary, be obliged to co-operate in defending any rights in the work results at its own expense, or without any cost reimbursement.

VIII. - Data privacy and confidentiality

The statutory provisions on data privacy shall apply. In addition, Hereon and the Principal shall also be obliged to keep confidentiality in regard to such matters and data made accessible to them within the context of the contract which, as information that is marked confidential, is to be treated confidentially, beyond the contractual period. The data and documents of either contracting party are, upon request, to be handed over or deleted once the respective mandate has come to an end, unless they form part of the work results.

IX. - Statute of limitations

Any warranty claims on the part of the Principal shall become time-barred one year after the contractually agreed work results have been handed over.

X. - Miscellaneous provisions

The law of the Federal Republic of Germany shall apply. The place of performance shall be Geesthacht. Any amendments, additions and subsidiary agreements to the contract shall require to be laid down in writing, in their entirety, in order to be valid, and need to be designated as such. The same shall also apply to waiving the requirement for the written form or to any amendments to the requirement for the written form. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.