

General terms and conditions

§ 1 Scope of application

These General Terms and Conditions apply to all services provided by brewgreen-engineering GmbH, hereinafter referred to as BGE. The customer's terms and conditions shall only apply if this has been expressly agreed with the customer in writing.

§ 2 Subject matter of the contract, scope of services

BGE shall perform its services with the utmost care in compliance with general quality standards and taking into account the needs of its customers. The subject of the contract is the service agreed in the respective order and its concrete service specification. BGE shall perform the contractually agreed services on its own responsibility by technically and methodically qualified employees. If the service specification contains gaps, errors, scope for interpretation, ambiguities or lacks details, BGE shall be entitled to perform the service at its own discretion.

§ 3 Changes to the contract

Either party may request changes to the agreed scope of services from the other party in writing during the term of the contract. Upon receipt of a change request, the Recipient shall review the change to determine whether and under what conditions the change is feasible (e.g., impact on deadlines and/or compensation), and shall notify the requestor in writing of approval or disapproval, or submit a change offer, and provide reasons for such approval or disapproval, if applicable.

If a change request by the customer requires extensive review, this shall be agreed separately. The review effort for this may be charged to the customer by BGE. The contractual adjustments to the agreed conditions and the services required for a review and/or an amendment shall be specified in writing in an amendment agreement.

Delivery times and service obligations shall be extended by the calendar days during which BGE reviews change requests, prepares change offers, conducts negotiations with the Customer on change offers or interrupts project realization at the Customer's request as a result of the change request, plus a reasonable restart period.

If no agreement is reached on a change offer within a period of one month or if, for technical, organizational or economic reasons, an offer corresponding to the

Customer's change request cannot be submitted, BGE shall continue the execution of the contract under the originally agreed conditions.

To the extent that the circumstances underlying the contractual relationship undergo a significant change not taken into account by the provisions of the contract, both parties shall be entitled to request an adjustment of the contract to the changed circumstances.

If it becomes apparent during the performance of the contract that the order can only be carried out at high additional costs, which were not foreseeable at the beginning of the work and for which neither BGE nor the Customer is responsible, BGE shall notify the Customer immediately. The Customer may request the immediate termination of the work and terminate the contract. If the Customer wishes to continue, he shall notify BGE thereof in writing. The Customer agrees to any resulting increase in remuneration and a corresponding postponement of the completion date.

§ 4 Confidentiality, Data Protection

The parties shall treat essential and not generally known matters of the respective other party with the confidentiality customary in business life. Any further protection of particularly confidential information may be agreed separately at the request of one of the parties. The parties shall process or use personal data of the respective other party only for contractually agreed purposes.

§ 5 Rights of Use

BGE grants its Customer the irrevocable, non-exclusive right of use, unlimited in time and place, for any use within the Customer's company, to all work results created within the scope of the work for the Customer.

All concepts, architectures, designs or software programs used by BGE within the scope of the Service, as well as the skills, abilities and methods contributed by BGE shall remain with BGE together with the associated rights. BGE shall grant its customer a non-exclusive right of use thereto to the extent necessary for the use of the work results of the engineering service.

A right of use granted by BGE is transferable to third parties only with the prior written consent of BGE. The granting of sublicenses, the transfer of the work results to third parties for a limited period of time or making them accessible in any other way also requires the prior written consent of BGE.

§ 6 Remuneration, Terms of Payment, Offsetting

The remuneration for BGE shall be based on the written offers. It shall be calculated according to the time spent on the activity (remuneration according to time spent) or agreed upon in writing as a fixed price. Unless otherwise agreed,

BGE shall be entitled to reimbursement of travel costs and other expenses in addition to the remuneration. The remuneration shall be understood to be exclusive of the statutory value added tax applicable at the time.

All claims are due after expiration of the payment term stated on the invoice and are payable without deductions. The customer shall be in default after expiry of the term of payment without a separate request for payment.

§ 7 Obligations of the customer to cooperate

The provision of the agreed services by BGE requires the cooperation of the Customer. The content and scope of the duties to cooperate are specified in the offer.

The Customer shall cooperate with BGE and grant BGE secure access to its business premises and computer systems at the agreed times, possibly remote access, as well as access to other facilities, supplies, information or documents that BGE may reasonably request in order to fulfill its contractual obligations. Customer agrees that its employees shall be available to BGE for support to a reasonable extent and that BGE shall have reasonable access to decision-makers in the Project and other employees of Customer to enable BGE to perform the Services.

If the Customer fails to fulfill one of its cooperation obligations properly or without delay, the contractually agreed execution deadlines shall be extended. BGE may charge additional expenses caused by this, in particular for the extended provision of personnel or material resources. BGE is entitled to set the Customer a reasonable period of time to make up for the action. If the action is not made up by the expiry of the deadline, BGE shall be entitled to terminate the contract.

§ 8 Acceptance

In the case of work performances, acceptance shall take place after inspection of the performance rendered. BGE may demand partial acceptance for definable parts of the performance. In this case, the entire project performance shall be deemed accepted with the last partial acceptance. Partial acceptances already carried out shall remain unaffected by the success of the final acceptance.

After acceptance has been completed, an acceptance report shall be drawn up which compares the services with what has been contractually agreed and shows any deviations. In the event of deviations, it shall be agreed in the acceptance report how and within what period of time these deviations are to be remedied by BGE.

If the acceptance cannot take place for reasons for which BGE is not responsible, the part of the subject matter of the contract shall be deemed accepted one week after the declaration of readiness for acceptance.

§ 9 Warranty

For work performances, BGE guarantees that the work corresponds to the agreed performance description. Should this not be the case due to a defect, the customer is entitled to a rectification or a replacement. The Customer may only demand a reduction in price or a withdrawal from the contract if he has unsuccessfully set a deadline for performance or subsequent performance of at least three weeks or if an attempt by BGE to remedy the defect or provide a replacement has failed at least three times. In the case of withdrawal, the customer must combine the aforementioned deadline with a threat of refusal. Further claims for damages can only be asserted within the limits of § 10 (Liability) of these GTC. Insignificant defects do not entitle the customer to withdraw from the contract.

The rights of the customer to a warranty expire within 24 months from handover or acceptance. In the case of intent or gross negligence or injury to life, body or health, no relief of the limitation period shall apply.

Claims for defects shall not apply if a service is modified by the customer or a third party, improperly installed, maintained, repaired or used in conjunction with third-party products, unless the customer proves that these circumstances are not the cause of the defect.

If the examination of a notice of defect shows that there is no defect, the costs of the examination or repair shall be charged to the customer.

§ 10 Liability

Except in cases of injury to life, body, health and according to the Product Liability Act as well as due to other mandatory liability regulations, BGE as contractor shall only be liable in case of intentional or grossly negligent causation of the damage.

Liability for slight negligence shall only exist in case of violation of essential contractual obligations. In this case, liability for damages not typical for the contract is excluded. Liability for such breach shall be limited to the amount of damage typically foreseeable at the time of conclusion of the contract. If this is higher than the maximum amount of insurance agreed upon by BGE as contractor within the scope of its liability insurance, BGE shall also be liable in this case only up to the maximum amount of its liability insurance. In other cases of simple negligence, BGE shall only be liable within the scope of its liability insurance. The customer as principal shall indemnify BGE as contractor against any claims exceeding this insured sum. Any liability is excluded to the extent that a defect or damage is based on an instruction or a special request of the Customer within the scope of the superintendence to which he is entitled.

In all other respects, claims for damages against BGE, for whatever reason, are excluded to the extent permitted by law; this applies in particular to indirect and consequential damages, e.g. interruption of operations, loss of profit or loss of

production.

The customer assumes as an essential contractual obligation to back up data at regular intervals appropriate to the application, at least once a day, and thus to ensure that these can be restored with reasonable effort. In the event of a loss of data for which BGE is responsible, BGE shall be liable for the restoration only to the extent of the expenses incurred if Customer had performed the above data backups.

§ 11 Termination

Unless otherwise agreed, the Customer has the right to terminate the contract at any time until completion of the work (§ 649 BGB). If the Customer terminates the contract, BGE shall be entitled to the claims regulated in § 649 p. 2 BGB. Without proof of the concrete amount of the claim, BGE shall be entitled to demand a lump sum amounting to 15% of the agreed remuneration attributable to the part of the Work not yet performed. The proof of higher claims remains unaffected. The customer shall be entitled to prove that no or significantly lower claims have arisen.

The right to terminate the contract for good cause shall remain unaffected.

§ 12 Miscellaneous

The exclusive place of jurisdiction for all claims arising from or in connection with this contract shall be Karlsruhe, unless another place has been agreed in the offer. The law of the Federal Republic of Germany shall apply.

Should individual provisions be or become invalid in whole or in part, or should a loophole be found, this shall not affect the validity of the remaining provisions. In such a case, BGE and the Customer shall be obliged to effectively replace an invalid provision with one that comes closest to the economic purpose of the invalid provision.

Amendments and additions to contractual provisions must be made in writing in order to be effective and must each be signed by an authorized representative of the parties. This also applies to all amendments or the waiver of the written form requirement.

Karlsruhe, 07.01.2021

brewgreen-engineering GmbH