

**General Terms and Conditions for Services  
of Expleo Germany GmbH  
(hereinafter referred to as "Expleo")  
Effective 1 March 2019**

**I. Validity**

All services to be provided by EXPLEO shall be exclusively governed by the following terms and conditions of business. The Customer's general terms and conditions of business shall not become an integral part of the contract even if EXPLEO does not expressly object to them or if EXPLEO fulfils the contract without having objected to them. Divergent agreements shall be only be effective if EXPLEO has confirmed them in writing.

**II. Provision of Services**

1. EXPLEO shall provide the service using the necessary care and taking into consideration the generally accepted rules of technology and agreed technical framework conditions.
2. Information by EXPLEO on technical specifications or characteristics of the Supplies shall not constitute a guarantee of characteristics ("Beschaffheitsgarantie") or an independant guarantee ("selbständige Garantie") within the meaning of the German Civil Code (BGB).
3. The items pertaining to the services and to be delivered to the Customer („Retained Goods") shall remain the property of EXPLEO until each and every claim EXPLEO has against the Customer on account of the business relationship has been fulfilled. If the combined value of EXPLEO's security interests exceeds the value of 20 %, EXPLEO shall release a corresponding part of the security interest if so requested by the Customer; EXPLEO shall be entitled to choose the security interest it wishes to release.
4. If EXPLEO has been contracted to perform a service with a defined technical scope or a defined time, the Customer may only terminate the order for good objective reason. In the event of such termination the Customer shall reimburse all cost of EXPLEO in connection with the termination. In addition, the Customer shall pay 10% of the price for the terminated portion of the service unless EXPLEO has caused the termination by negligence or intent.

**III. Delivery Schedule**

1. All delivery dates and periods must be agreed in writing.
2. The delivery dates shall be extended for the time period the Customer is in delay with the fulfillment of its required cooperative duties such as furnishing without limitation documents or material, permits, releases, clarification of technical requirements or uncertainties as well as execution of payments (including advance payments).
3. The delivery dates shall be reasonably extended, at least for the duration of the respective hindrance, in cases of force majeure, employment conflicts, IT failures, restrictions in energy supplies as well as any other hindrances outside EXPLEO's sphere of influence, including in particular impairment of performance for which EXPLEO is not responsible and/or defective performance on the part of suppliers, subcontractors or other EXPLEO contractors.
4. If EXPLEO fails to deliver the service on schedule and if an appropriate extension period accompanied by a threat of refusal is not complied with either, the Customer shall in such cases only be entitled to rescind the Contract. The Customer shall only be entitled to assert

more extensive rights or claims, especially concerning compensatory damages, if EXPLEO, its legal representatives or vicarious agents have brought about the delay intentionally or by gross negligence; in such cases, the Customer's claims shall be limited to typical and foreseeable damage, provided that commercial business is involved.

#### **IV. Price and Payment**

1. All prices are stated exclusive of the statutory amount of value added tax. The costs of travel that has to be undertaken by EXPLEO employees in order to fulfil an order shall be charged separately in accordance with the provisions of EXPLEO's respective valid rules and regulations on travel expenses and shall be reimbursed by the Customer.
2. All payments must be effected in cash without any discounts; they shall be made free of charges to EXPLEO's bank account by the agreed dates. If no date for payment has been agreed, all payments must be effected in Euros within 14 days of the invoice date and must be effected without any discounts and free of any charges.
3. The Customer may set off only those claims which are undisputed or non appealable.
4. In the event that the agreed payment deadlines are not met the Customer shall pay interest on the outstanding amount at eight (8) % p.a. above the base rate published by the Deutsche Bundesbank, provided, however, that such interest payment shall be in addition to, and not in lieu of, any other legal remedies available to EXPLEO.
5. EXPLEO is entitled to claim a reasonable price increase as a consequence of additional costs incurred by EXPLEO due to Customer's instructions or changes to the work scope made at Customer's request.

#### **V. Deficiencies in Services**

The following clauses shall apply if the Customer is entitled to rights under statutory provisions because of deficiencies in the service provided by EXPLEO:

1. In the case of deficiencies, EXPLEO shall, at its discretion, either provide subsequent improvement or provide the services again, all within an appropriate extension period. If the subsequent improvement or the provision of a replacement service fails, then without prejudice to any claims for compensatory damages pursuant to Section VI, the Customer may at his discretion either demand a reduction in remuneration or the cancellation of the contract.
2. The warranty period shall be twelve months, calculated from the date on which risk is transferred. This period shall be a statutory period of limitation and shall also apply to claims for compensatory damages or reimbursement of expenses, provided they do not involve claims of tort.
3. EXPLEO shall be notified in writing of obvious deficiencies within 10 calendar days after the handing over of the services, and of non-obvious deficiencies within 10 days subsequent to the discovery of such deficiencies. EXPLEO's receipt of the notification of deficiency is essential in order to safeguard the period. Upon expiration of the period, the Customer loses all rights that it would have otherwise had due to a deficiency.
4. The Customer shall have no claims with respect to expenses incurred in the course of warranty cases, including costs of travel, transport, labor, and material, to the extent that expenses are increased because the subject matter of the services has subsequently been brought to another location than the Customer's branch office, unless doing so complies with normal use of the subject matter of the services.

#### **VI. Liability**

1. The Customer may not assert any claims for compensatory damages or reimbursement of expenses, irrespective of the legal grounds on which such claims are based; this shall in particular include grounds relating to the infringement of obligations under the contractual relationship and tort.
2. The provisions of Paragraph 1 shall not apply in the case of mandatory liability, e.g. pursuant to the Product Liability Act, cases of intent, gross negligence and in the event of death, physical injury or damage to health.
3. If, due to negligence, EXPLEO infringes a major or essential contractual obligation, liability to effect compensation shall be limited to typical and foreseeable damage; this restriction shall not apply in cases of intent or gross negligence or in cases of death, physical injury or damage to health.
4. Where liability on the part of EXPLEO is excluded or limited, this shall also apply analogously to the personal liability of EXPLEO's employees, representatives, or vicarious agents.
5. The provisions in this Section VI shall not be deemed to shift the burdens of proof as stipulated under applicable statute law.
6. To the extent the Customer has a claim for damages, it shall be time-barred upon expiration of the statute of limitations pursuant to Article V. 2. The same shall apply to the Customer's claims in connection with actions undertaken to avoid any damage (e.g. callback). For claims for damages according to the Product Liability Act the statutory time limitation shall apply.

## **VII. Industrial Property Rights and Copyrights**

1. EXPLEO herewith reserves any property rights, intellectual property rights and/or copyrights pertaining to technical depictions and solutions contained in quotations or presentations of EXPLEO and in drawings, models, tools, devices or other documents created by EXPLEO to fulfill the contract (hereinafter referred to as "Documents"). The submittal of the Documents shall not create any right in these on behalf of the Customer. The Documents shall not be made accessible to third parties without EXPLEO's consent.
2. The respective contracting partner whose employees achieved the results shall be entitled to the rights to the results of work under the present Agreement, including in particular copyrights and the right to register industrial property rights. Where employees of both contracting partners played a decisive role in achieving results of work the contracting partners shall be jointly entitled to the rights to such results.
3. Where, under the above provision, EXPLEO is entitled to the rights to the results of work, EXPLEO grants the Customer the non-exclusive and non-transferable right to use the work results limited to the field of application defined in the contract, provided, however, that the remuneration for the services was paid in full to EXPLEO. If EXPLEO has used its own existing know-how when performing the work, EXPLEO shall grant the Customer corresponding rights to use such know-how, as described above.
4. Insofar EXPLEO and Customer have agreed in deviation from the foregoing that Customer is granted exclusive user rights in work results of EXPLEO's employees, the Customer shall indemnify such remunerations which EXPLEO has to pay to its employees for exploitation of such work results pursuant to the German Employee Invention Act.
5. Where EXPLEO develops or designs on the basis of instructions, technical requirements, drawings or other documents of the Customer, EXPLEO shall not assume any liability for any resulting infringement of property rights of third parties.

## **VIII. Reservation of the Right to Cancel the Contract**

EXPLEO shall be entitled to cancel the Contract if, following conclusion of the contract – but before the service is provided by EXPLEO - there is a substantial deterioration in the Customer's financial situation sufficient to jeopardise EXPLEO's claim for payment or if the Customer has provided false information on his creditworthiness prior to conclusion of the contract. The right to cancel the contract shall not exist if the Customer eliminates the risk of endangering EXPLEO's claim for payment by providing securities within a reasonable period of time.

## **IX. Prohibition on Poaching Employees**

The Customer undertakes that he will refrain from any targeted attempts to poach EXPLEO employees. This obligation shall continue to apply until one year after completion of the services. In the event of any infringement of this obligation leading to termination of the poached employee's employment relationship with EXPLEO and the recruitment of the employee by the Customer, the Customer shall be obliged to pay compensation in a one-off amount of 15,000.-- Euro. The Customer shall be entitled to prove that EXPLEO has not suffered any damage or has suffered lesser damage as a result of the employee being poached in this way.

## **X. Final Provisions**

1. If a part of these terms and conditions and/or of the contracts that have been concluded on the basis of the said terms and conditions is or becomes ineffective, this shall not affect the validity of the remaining terms and conditions/contractual agreements. The parties undertake that in such case they shall reach individual agreement on replacing the invalid clause with a valid clause that approximates as closely as possible to the economic meaning and purpose of the invalid clause.
2. Even in cases of a foreign customer or of a customer whose registered office is located abroad, the legal relations between EXPLEO and the Customer shall be governed by substantive law of the Federal Republic of Germany.

The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall not apply.

3. For all disputes arising under the contractual relationship, if the Customer is a registered merchant, a legal entity under public law, or a public special purpose fund, the action shall be filed in the court of law with jurisdiction for the registered office of EXPLEO. This shall not affect EXPLEO's right to bring an action against the Customer at his registered office.