

To
All contractual partners
and interested parties of the
ANALYZE HSE GmbH

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General Terms and Conditions (GTC) of ANALYZE HSE GmbH

§ 1 Scope of application

The following general terms and conditions apply to all legal transactions of ANALYZE HSE GmbH, in particular the offer of ANALYZE HSE GmbH (hereinafter referred to as "contractor") to its contractual partner (hereinafter referred to as "customer").

Insofar as individual contractual provisions exist which deviate from or contradict the provisions of these GTC, the individual contractual provisions shall take precedence.

§ 2 Subject matter of the contract

1. The contracting parties agree to work together in accordance with the specific individual contractual agreement. An employment contract is not intended by the parties and is not established.
2. The contractor himself shall be responsible for social security contributions or tax matters and shall indemnify the customer against any obligations.
3. The contractor is free to work for other customers as well.

§ 3 Offers and conclusion of contract

1. Offers contained in brochures, advertisements, etc. are - also with regard to price quotations - subject to change and non-binding. The contractor shall be bound by specially prepared offers for as long as stated on the offer ("valid until").
2. Subsidiary agreements, amendments, supplements and/or other deviations from these GTC shall only be valid if the contractor has declared its consent in this respect. Such agreements must be made in writing.
3. Statements in offers and/or order confirmations of the contractor that are based on an obvious error, namely a spelling or calculation error, do not oblige the contractor. Rather, the obviously intended declaration shall apply.

§ 4 Term of contract and termination

1. The contract begins and ends on the individually agreed date.
2. The contract may be terminated with notice. In this respect, a notice period of four weeks to the end of the month is agreed.
3. Termination without notice for good cause is possible. An important reason exists, for example, if the customer is in arrears with two due, consecutive payments and does not make them after the expiry of a reasonable grace period, or if the customer suffers a financial collapse after the conclusion of the contract (insolvency, insolvency), unless an application for the opening of insolvency proceedings has already been filed.

§ 5 Scope of services, obligations of the contractual partners

1. The services to be rendered by the contractor usually comprise the tasks listed in detail, in accordance with the order placed by the customer. The object of the contractor's activity is always the agreed service and not the achievement of a specific economic success.
2. The contractor shall periodically inform the customer about the result of its activities. The contracting parties may agree in the contract on a schedule for the provision of services and a planned end date for the completion of services. Any interim results delivered shall be checked by the customer for correctness and completeness without delay.
3. If the contractor is actually unable to perform an order as owed under the contract, it shall inform the customer thereof without delay.
4. The contractor shall provide the equipment and personnel required for the performance of the service, unless the customer has the appropriate equipment or premises, unless otherwise agreed in the individual contract.
5. The parties shall endeavour to support the other party in the performance of the respective obligation to the best of their knowledge and belief by providing information, information or experience in order to ensure a smooth and efficient workflow for both Parties.
6. Each of the contracting parties may request changes to the agreed scope of services from the other contracting party in writing. Upon receipt of a request for change, the Recipient shall examine whether and on what terms the change is feasible and shall immediately notify the Applicant in writing of the approval or rejection and, if necessary, give reasons. If a change request from the customer requires an extensive review, the review effort for this can be charged by the contractor with prior notice if the customer nevertheless insists on the review of the change request. If necessary, the contractual adjustments to the agreed conditions and services required for a review and/or an amendment shall be set out in writing in an amendment agreement and shall be concluded in accordance with these GTC.

§ 6 Prices and terms of payment

1. Services shall be due and invoiced at the fixed price specified in the individual contract on completion or, if remuneration is agreed on a time basis, on a monthly basis, unless a different invoicing method is agreed in the contract.
2. Quoted estimated prices for services on a time basis, in particular in cost estimates, are non-binding. The time requirements underlying an estimate are based on an assessment of the scope of services carried out to the best of our knowledge.
3. VAT shall be invoiced at the VAT rate applicable at the time of performance.
4. Invoices are payable on receipt without deduction.
5. If the customer is in default of payment, the contractor shall be entitled to charge interest on arrears in the amount of 9% above the respective base interest rate p.a. and a lump sum for

costs of € 40.00. The contractor reserves the right to assert further damage caused by default. The contractor reserves the right to claim further damage caused by default. In the aforementioned cases, the customer shall be at liberty to prove that the damage is lower, which shall then be decisive.

§ 7 Liability

1. The contractor shall be liable in cases of intent or gross negligence in accordance with the statutory provisions. The liability for guarantees is independent of fault. In the event of slight negligence, the contractor shall be liable exclusively in accordance with the provisions of the Product Liability Act, for injury to life, limb or health or for breach of essential contractual obligations. However, the claim for damages for the slightly negligent breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, unless liability is assumed for injury to life, limb or health. The contractor shall be liable to the same extent for the fault of vicarious agents and representatives.
2. The provision of the preceding paragraph extends to damages in addition to performance, damages in lieu of performance and claims for compensation due to futile expenses, irrespective of the legal grounds, including liability due to defects, delay or impossibility.

§ 8 Jurisdiction

1. The business relationship between the parties shall be governed exclusively by German law.
2. If the customer does not have a general place of jurisdiction in Germany or in another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the contractor.