

1. Scope of application

- 1.1 The following General Terms and Conditions of Business apply to the legal relationships between Schlegel und Partner GmbH, Weinheim, hereinafter referred to as Schlegel und Partner, and its clients. All offers and services are subject to our General Terms and Conditions. They shall be deemed accepted by placing an order or accepting a delivery and shall be an integral part of all contracts we conclude with our contractual partners. They also apply to all future business relationships, even if they have not been agreed expressly again.
- 1.2 If clients have their own general terms and conditions of business, these shall not apply insofar as they deviate from or contradict the General Terms and Conditions of Business of Schlegel und Partner. In the event of a conflict between two clauses, the minimum common ground shall apply. This is the case even if the client should demand absolute precedence of their own general terms and conditions of business. Should it prove impossible to determine the minimum common ground, these provisions shall not be part of the contract. In this case, the content of the contract shall be governed by the individual arrangements reached or by the statutory provisions.
- 1.3 As regards any deviating or supplementary agreements upon or after conclusion of the contract, the written consent of Schlegel und Partner is required in all cases. To comply with the written form requirement under this agreement, it is sufficient to transmit the signed declaration by telecommunication, in particular by email.

2. Subject matter of the contract

Schlegel und Partner will perform the orders accepted as advisory services. The scope of a specific advisory or market research order will be agreed upon contractually in the individual case.

The services provided by Schlegel und Partner are intended to support the clients in their decisions. However, it will not itself make these decisions.

The content and scope of the services to be provided by Schlegel und Partner shall be governed exclusively by the relevant individual contract, unless specified otherwise in these GTCs.

Anschrift

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3. Quotation, research proposal

- 3.1 Schlegel und Partner shall on principle submit an offer to prospective clients in the form of a research proposal stating the nature of the issue to be resolved, the services to be rendered in order to solve it, the time needed to complete the order and the fee due.
- 3.2 The prospective client receives the research proposal for the sole purpose of deciding whether to award the contract for the services offered. In the absence of any other agreement, the contents of the proposal, as a whole or in part, may be published or passed on to third parties only by mutual written agreement.
- 3.3 If the client does not accept the offer within three (3) calendar months, the offer, including the cost estimate for fees shown in the offer, becomes invalid, unless an authorized representative of Schlegel und Partner declares in advance in writing that this period is extended. Schlegel und Partner reserves the right to modify or withdraw the offer including the cost estimate for fees in the relevant offer at any time, as long as it has not been accepted effectively by the client.
- 3.4 The offers provided by Schlegel und Partner are subject to change and non-binding unless they are expressly marked as binding or contain a specific acceptance period
- 3.5 Schlegel und Partner cannot guarantee exclusiveness for specific product fields, objects of research or methods of research, unless this has been agreed upon in writing. When exclusiveness is stipulated, its duration and any additional fee that may be incurred must be specified.
- 3.6 Any changes in the order that are made after the conclusion of the contract must be confirmed in writing. Possible effects on the scope of work and the fees will be laid down separately.

4. Fees

- 4.1 The fee stated in the research proposal shall on principle cover all services offered by Schlegel und Partner in connection with performing the order outlined in the research proposal. Should the client request any supplementary services, Schlegel und Partner is entitled to demand additional payment.
- 4.2 Additional costs for which Schlegel und Partner is not responsible and additional costs which were not foreseeable by Schlegel und Partner in spite of the due care upon placing the order can be charged separately by Schlegel und Partner, provided they are based on a factually justified ground as well as clearly recognizable by the client and sufficiently specified. This also applies if the client was not responsible for these costs.
- 4.3 Unless otherwise agreed, travel expenses are not included in the research proposals presented by Schlegel und Partner. Invoicing is based on gross amounts plus applicable value added tax as required.

- 4.4 The fees agreed upon are intended to pay for the cost of executing the study in question. For this reason, one third each of the arranged fee plus VAT shall be payable on commissioning the project, on commencement of project work (i.e. at the end of the relevant preparatory work) and on delivery of the results, provided that the parties have not made any other arrangements.
- 4.5 Fees are payable without any deductions directly on receipt of the invoice. Invoices are due immediately, unless an individual due date has been agreed in writing. In the event of late payment, Schlegel und Partner shall be entitled to charge default interest of nine percentage points above the base rate plus 40,00 EUR flat fee for payment delays. Schlegel und Partner also reserves the right to withhold services if payments are overdue. This shall not limit the right to assert further claims for damages.
- 4.6 In the event of non-payment of interim invoices, Schlegel und Partner is released from its obligation to render further services. This shall not affect the right of Schlegel und Partner to make any other claims resulting from non-payment.
- 4.7 The client shall only be entitled to offset the fee against counterclaims if these counterclaims are undisputed or have already been established by a court.
- 4.8 If the project cannot be executed for reasons under the control of the client or due to justified early termination of the contractual relationship by Schlegel und Partner, the latter remains entitled to claim payment of the entire fee, less expenses saved. If hourly fees were agreed upon, the fee for the number of hours that would have been expected for the entire project agreed upon, less expenses saved, is to be paid.

5. Execution of the order

- 5.1 Schlegel und Partner will provide its advisory and market research services to its best knowledge on the basis of its investigations and experience. All data and information regarding the suitability and use of our services are non-binding, unless confirmed in writing. They shall not release the client from undertaking their own reviews and investigations.
- 5.2 Should it emerge after the project has been commissioned that the study cannot be conducted for methodological reasons which could not have been foreseen by the client or Schlegel und Partner and which were beyond their control (e.g. because it was not possible to contact any persons to be interviewed), Schlegel und Partner shall immediately inform the client. If the two parties to the contract are unable to find a methodological solution to the problem, Schlegel und Partner shall be entitled to terminate the project on the grounds of impracticability.
- 5.3 Cooperation of the client in the study and check-ups by the client on the execution and the results of the study shall require a separate agreement. If this results in additional costs, these are to be borne by the client. In such cases, Schlegel und Partner is – as always – obliged to ensure that the anonymity of respondents is protected at their request.

- 5.4 The client must ensure that Schlegel und Partner – even without its special request – is provided, on a timely basis, with all supporting documents and records required for the performance of the project and is informed of all events and circumstances which may be significant to the performance of the project. This also applies to documents, events and circumstances that become known during the activity of Schlegel und Partner.
- 5.5 The scope of the order shall be contractually agreed. If there is no written agreement, it is determined by the circumstances of the specific case.
- 5.6 Schlegel und Partner shall be entitled to have the relevant tasks performed by third parties in whole or in part. Schlegel und Partner is responsible to make payments to the third party. No contractual relationship of whatsoever type is established between the third party and the client. If subcontracts are awarded, Schlegel und Partner guarantees that the requisite discretion will be maintained and that the rules and methods of market and social research will be observed, along with any other legal requirements such as data protection.
- 5.7 If an order is canceled or postponed, Schlegel und Partner reserves the right to charge the ordered services in full plus travel expenses and accommodation costs or to demand a new price agreement
- 5.8 If the client demands use of a specific subcontractor, Schlegel und Partner shall not be liable for the correctness, completeness or quality of that subcontractor's work, unless Schlegel und Partner is in breach of duty according to Section 8.5.
- 5.9 All delivery and service agreements must be in writing. Partial performances shall be admissible. If the time of performance is extended due to reasons Schlegel und Partner is not responsible for, the customer shall not be entitled to claim damages.

6. Copyright, property rights and accessory duties

- 6.1 The rights vested in Schlegel und Partner by the Copyright Act shall remain with Schlegel und Partner. The client acknowledges that the sole copyright and all proprietary rights in research concepts, proposals, methods, procedures and methodologies, graphical and tabulated presentations that originate with Schlegel und Partner, and in any other know-how represented by the services of Schlegel und Partner are the exclusive property of Schlegel und Partner. The copyright in the documents drawn up by the client shall remain unaffected.
- 6.2 The materials arising in connection with executing the project – all forms of data carriers, questionnaires, additional written documents, etc. – and the data collected shall remain the property of Schlegel und Partner, unless otherwise agreed. The anonymity of the respondents or test participants may not be endangered by such an agreement.
- 6.3 Schlegel und Partner undertakes to store the survey records for a period of one year and data carriers for a period of two years from the time of submitting the research report, unless expressly agreed otherwise.

6.4 Schlegel und Partner and the client undertake to treat all the information supplied to each other for the purposes of carrying out the project with the strictest confidence and to use it exclusively for the purposes of executing the project. Members of the workforce shall be placed under the same obligation. This obligation also extends to the time after completion of the project. It does not extend to such information that the other party can show to have been already known before it was received, or that was available to the general public before being received, or information that became available to the general public after being received, without the receiving party having been responsible for this. The claimant shall bear the full burden of proof for the existence of the exceptions.

7. Use of the research report and the research results

7.1 Research reports and research results are made available to the client for internal use only, unless Schlegel und Partner agrees to their being passed on to third parties or published, in full or in part, or unless Schlegel und Partner releases them for publication due to the nature of the matter or due to copyright issues or property rights (see Section 6). They may also not be duplicated, printed or stored, processed or disseminated in documentation or information systems of any kind for the purpose of passing them on to third parties or publishing them, without the prior consent of Schlegel und Partner. These provisions shall also apply to research reports and research results resulting from syndicated studies. The client has no sole right of use to these. These provisions shall not apply to merely nonessential parts of the research reports or research results.

7.2 Publications in which comparisons with competitors are made and include the name of Schlegel und Partner are only permitted with the express consent of Schlegel und Partner, which must first authorize the concrete text to be published.

7.3 The use of research results and research reports in the preliminary stages of proceedings of a legal nature (e.g. lawsuits, arbitration proceedings, proceedings by the government authorities) is prohibited without the prior written consent of Schlegel und Partner – save when legal/administrative regulations or court regulations have precedence.

7.4 If the client wishes to cite the research report, in part or in whole, these citations must be recognizable as such and Schlegel und Partner must be named as being the author of the research report.

7.5 The client shall indemnify Schlegel und Partner against all claims made against Schlegel und Partner as a result of the client's deliberate or negligent, unlawful use of the properly obtained results, in particular using them to advertise unlawfully and/or incorrectly.

8. Warranty and liability

- 8.1 The liability of Schlegel und Partner and the client's claims for defects shall be based on the statutory provisions, unless otherwise specified below. Schlegel und Partner guarantees the proper performance of the order. Warranty claims for apparent defects only exist if the client has given notice to Schlegel und Partner in writing within two weeks from the receipt of the research report and the research results. In the event of hidden defects, this period applies from knowledge of the defect, but at the latest after three (3) months from disclosure of the legally relevant data. The warranty period commences upon receipt of the legally relevant data and is three (3) months. A claim for rectification of defects shall only exist if Schlegel und Partner is responsible for the defects.
- 8.2 Schlegel und Partner cannot guarantee the factual veracity of the respondents' statements.
- 8.3 Schlegel und Partner does not guarantee that the data collected, processed and analyzed by it in accordance with the rules and methods of market and social research will be able to be used by the client in a specific, commercial way.
- 8.4 Schlegel und Partner is not liable for damage resulting in connection with the interpretation of the data/results supplied on the part of the client, unless Schlegel und Partner is in breach of duty according to Section 8.5.
- 8.5 The client only has damage claims against Schlegel und Partner or its legal representatives or vicarious agents in the event of culpable injury to life, body or health, violation of a material contractual duty or an intentional or grossly negligent breach of duty by Schlegel und Partner, its legal representatives or vicarious agents or malicious silence regarding a defect in the study.
- 8.6 In the event of damage caused by a negligent breach of material contractual duties, Schlegel und Partner shall be liable only for the typical contractual, foreseeable damage. The amount of damages shall be limited to the total amount of the net remuneration for the particular individual project. Compensation for indirect damage and unforeseeable consequential damage shall be excluded.
- 8.7 If the client is held liable due to purported breaches of duty on the part of Schlegel und Partner and if the client wants to take recourse to Schlegel und Partner, the latter shall be informed as early as possible. Schlegel und Partner is entitled to conduct or control the lawsuit. This right of Schlegel und Partner shall not affect the client's rights of defense.

9. Default

9.1 Should the client be in delay in providing the information necessary for carrying out the study or providing the necessary documents, Schlegel und Partner shall not be obliged to meet agreed deadlines for delivery and performance. Should the client fail to meet its duty of collaboration even after Schlegel und Partner has granted an appropriate extension, Schlegel und Partner is entitled to terminate the contract for important cause and to claim damages.

9.2 If binding deadlines are not complied with, the client is entitled to set a reasonable period of grace, which shall cover at least half of the originally agreed period of delivery – except in particularly urgent cases. If delivery is postponed, Schlegel und Partner shall only be liable in cases of default. The client can only claim for damages according to Section 8.

9.3 If agreed delivery dates are not met because of force majeure, riots, strikes, acts of state, lockouts or stoppages beyond Schlegel und Partner's control, also on the part of a subcontractor, the period of performance shall be extended by the corresponding period up until the end of the disruption. Schlegel und Partner shall inform the client of the beginning and end of such disruptions. In the case of long-term stoppages caused by force majeure or stoppages beyond Schlegel und Partner's control, Schlegel und Partner shall be entitled to terminate the contract for good cause, with the exclusion of all claims for compensation.

10. Competitive activities

Without a special agreement, Schlegel und Partner is not precluded from acting for competitors of the client during or following the contract concluded with the client.

11. Partial invalidity

If one of the above provisions is or becomes partially or totally invalid, the validity of the order and the remaining provisions of these GTCs shall not be affected. The invalid provision shall be replaced by a valid provision that comes closest to the commercial purpose of the invalid provision.

12. Final provisions

12.1 The place of performance and jurisdiction shall be the registered office of Schlegel und Partner if the parties are merchants.

12.2 The contractual relationship between Schlegel und Partner and the client shall be governed by the laws of the Federal Republic of Germany.

Weinheim, September 12, 2024