

## General Terms and Conditions (GTC) of Rhein S.Q.M. GmbH

We strive towards a fair and cooperative work environment with our clients. The following terms and conditions form the basis for agreements and contracts to regulate this very specific and unique form of service we provide.

### Contract matters

The conclusion of contracts between the partners – the Client and Rhein S.Q.M. GmbH – on services to be rendered reciprocally, as well as changes and/or amendments require the written form. Verbal agreements shall only be valid if the terms of such agreements are accepted and confirmed in writing by the respective partner. The Terms & Conditions provided here take precedence over any general terms and conditions of the client.

### Our services within the scope of company-specific project work

Rhein S.Q.M. GmbH performs services on its own through its employees or freelancers. The scope, form, content, and objective of our services are defined in detail in the respective tender, contract or other documents and/or correspondence between the Client and Rhein S.Q.M. GmbH. Within the scope of the company-specific measures, Rhein S.Q.M. GmbH shall provide its services, which are to be implemented respectively jointly with the Client or third parties and which are agreed upon concretely in each case. All invoiced services represent individually performed partial services, unless agreed otherwise in writing.

### Date changes or cancellations on the part of the client

In the case of a **rescheduling**, Rhein S.Q.M. GmbH can offer a postponement of firmly scheduled project days within a timeframe of 2 months before the start of the event or service and without cancellation costs, which however shall be determined upon cooperative and flexible coordination with Rhein S.Q.M. GmbH. In the case of a repeated postponement or in case less than 2 months of time remains before the start of the event or service, the total fee shall become due.

In the case of the **cancellation** of a confirmed agreement, the client shall be liable for the entire cost for the event or service – minus the travel and incidental costs actually saved by us – as follows:

- Cancellation up to six weeks prior to the commencement of the event/service provision: 50% of the price for the event or service
- Cancellation up to three weeks prior to the commencement of the event/service provision: 75% of the price for the event or service
- Cancellation until one week or less before the date (start): 100% of the price for the event or service

### **Cancellation on the part of Rhein S.Q.M. GmbH**

Rhein S.Q.M. GmbH is entitled to cancel an agreed date for important reason, in particular in the case of illness or prevention due to an accident of internal/external staff without such establishing any claims of recourse.

### **Payment**

Payment terms are 14 days net – unless otherwise agreed in writing. The client shall be liable for any travel costs, accommodation and actual additional costs incurred for services provided for the participants/ service recipients (e.g. postage, print materials, etc.). The latter are payable without deduction upon receipt submission. Any additional expense, which is caused by work that is in fact scheduled but not yet completed on time by the customer, shall be calculated on an hourly basis by actual expense according to the respectively valid price list.

### **Liability of Rhein S.Q.M. GmbH**

Liability of Rhein S.Q.M. GmbH is limited to the contract value. Any liability for consequential damages, in particular business interruption or additional expense, interest, etc. shall be expressly excluded to the legally permissible extent. Warranty of Rhein S.Q.M. GmbH, which shall start at the latest upon commencement of the use of the agreed services, shall be determined for the rest according to the legal regulations. Rhein S.Q.M. GmbH does not provide legal advice. All contents of discussion, correspondence, and documentation within the scope of the cooperation with the Client or third parties, which might have legal bases according to their nature, are non-binding. Rhein S.Q.M. GmbH shall not be liable for any decisions of the client based thereon.

### **Service protection**

The client recognises Rhein S.Q.M. GmbH [concept & design, documentation, preparation and summary documentation, protocols, manuals, process descriptions/ work instructions, forms, etc.]. Any copying or dissemination of such work shall require the approval of Rhein S.Q.M. GmbH in writing. The client guarantees that any documents etc. provided for the measure are not impeded by any copyrights and/ or rights of third parties. The client shall inform Rhein S.Q.M. GmbH prior to and during the provision of the agreed measure regarding any and all conditions and circumstances relevant to the fulfilment of the order. Rhein S.Q.M. GmbH undertakes to maintain confidentiality of all facts with relevance to business, which have been disclosed in the course of cooperation with the client.

### **General provisions**

Should individual regulations of these Terms & Conditions be or become invalid, the validity of the remaining regulations will remain inviolate. These Terms & Conditions and their implementation are governed exclusively by German law. The place of jurisdiction for any claims regarding the contractual agreement associated with these Terms & Conditions to the extent legally permitted shall be the company headquarters of Rhein S.Q.M. GmbH in Ludwigshafen am Rhein.

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