

General Terms of Business of brown-iposs GmbH

1. The validity of the General Terms of Business and exceptions thereto
 - a) The following General Terms of Business shall apply to all current and future contracts between the Client and the brown-iposs GmbH.
 - b) Exceptions to these Terms of Business and, in particular, also terms of business laid down by the Client shall only apply if they have been expressly agreed to and confirmed in writing by the brown-iposs GmbH.
2. Offers, subsidiary agreements
 - a) Unless stated otherwise, offers made by the brown-iposs GmbH shall be subject to change with regard to all data stated therein, including the fee.
 - b) If an order confirmation by the brown-iposs GmbH deviates from the order, the deviation shall be deemed to be acceptable to the Client if the Client does not promptly state disagreement in writing.
 - c) Agreements shall generally require written form.
3. The placing of orders
 - a) The nature and scope of the agreed services shall be as specified by the Contract and these General Terms of Business.
 - b) Alterations and additions to the order must be confirmed by the brown-iposs GmbH in writing to become part of the contractual relationship in question.
 - c) The brown-iposs GmbH undertakes to execute the order as placed properly, in conformity with generally accepted engineering standards and in accordance with the principles of economic efficiency.
 - d) In the completion of the Contract, the brown-iposs GmbH can enlist the services of others who possess the necessary competence and place orders with them on behalf of and for the account of the Client. The brown-iposs GmbH shall however be obliged to inform the Client in writing of that intention and to give the Client the possibility of objecting within 10 days to the placing of such an order with a third party.
 - e) In the completion of the Contract, the brown-iposs GmbH can also enlist the services of others who possess the necessary competence as sub-planners and place orders with them on behalf of and for the account of the brown-iposs GmbH.

The brown-iposs GmbH shall however be obliged to inform the Client in writing of its intention to have orders carried out by a sub-planner and to give the Client the possibility of objecting within one week to the placing of such an order with the sub-planner. In the event of objection, the brown-iposs GmbH shall execute the order him/her/itself.
4. Warranties and damages
 - a) Warranty claims can only be lodged after a notification of deficiencies has been made. Such a notification of deficiencies must be made by registered letter within 14 days of the time the work or part of the work is delivered.
 - b) Claims for cancellation of the contract or a reduction in price shall be barred. The brown-iposs GmbH shall satisfy claims for the remedying of defects or the subsequent completion of omitted work within a reasonable period of, in general, one third of the period agreed for the execution of the order. Claims for compensation for damage caused by delay cannot be asserted within that period.
 - c) The brown-iposs GmbH shall render services with the care that can be expected of the brown-iposs GmbH as an expert.

5. Revocation of the Contract

- a) Revocation of the Contract shall only be permitted for grave and weighty reasons.
- b) In the event of a delay in performance on the part of the brown-iposs GmbH, the Client can only revoke the Contract after a reasonable period of grace to be set by registered letter.
- c) In the event of a delay in part performance or agreed co-performance on the part of the Client that makes it impossible for the brown-iposs GmbH to execute the order or significantly hampers the brown-iposs GmbH therein, the brown-iposs GmbH shall be entitled to revoke the Contract.
- d) If the brown-iposs GmbH is entitled to revoke the contract, the brown-iposs GmbH shall remain entitled to the entirety of the agreed fee. That shall also be the case in the event of unjustified revocation by the Client. In the event of justified revocation by the Client, the Client shall pay for services rendered by the brown-iposs GmbH.

6. Fee, Scope of service

- a) Unless otherwise agreed, all fees shall be denominated in Euro.
- b) The specified fees do not contain sales (value added) tax. That shall be paid by the Client as a separate item.
- c) It shall not for any reason whatsoever be permissible to offset the fee against counterclaims.

7. Place of performance

The place of performance with regard to any office services shall be the principal place of business of the brown-iposs GmbH.

8. Maintenance of secrecy

- a) The brown-iposs GmbH shall be obliged to secrecy with regard to any information divulged by the Client.
- b) The brown-iposs GmbH shall also be obliged to secrecy with regard to the brown-iposs GmbH's activities if and for as long as the Client has a legitimate interest in such secrecy. When the order has been executed, the brown-iposs GmbH shall be entitled to publish the work that is the subject matter of the Contract either as a whole or in part for advertising purposes unless it has been contractually otherwise agreed.

9. The protection of plans

brown iposs's plans, brochures, reports, technical documentation and similar material are protected by copyright. Such material may not be published either as a whole or in part without the consent of the brown-iposs GmbH. The same shall apply to the passing on or repeated use of such material by third parties or by the Client. The brown-iposs GmbH shall be entitled to place the Client under an obligation to make known the identity of the brown-iposs GmbH (company, trade name) in the event of publications or announcements about to the project.

10. It shall not be permissible to offset claims with any counterclaims unless they stand in a legal connection to the outstanding fee, have been declared in court or have been allowed by the brown-iposs GmbH.

11. Choice of law and legal venue

- a) German law shall apply exclusively to contracts between the Client and the brown-iposs GmbH.
- b) The court with jurisdiction over the subject matter at the principal place of business of the brown-iposs GmbH - Bonn, Germany - shall be agreed to have competence with regard to all disputes under this Contract.