

## **General Terms and Conditions (GTC) for Communication and Project Marketing**

### **Preamble**

1. ANNÉ SCHWARZKOPF COMMUNICATIONS KG is a communication consulting firm engaged in the areas of communication and project marketing.
2. These general terms and conditions complement the individual contractual arrangements between ANNÉ SCHWARZKOPF COMMUNICATIONS KG and the contractual partner (subsequently called "partner").

### **§ 1 Miscellaneous, Scope of Application**

1. Our general terms and conditions apply to all current and future business relations in the areas named in the preamble. Commissions are applicable for brokerage and agency transactions. Additional details are contained in the respective contracts.
2. We will not accept differing or conflicting conditions from our partners or conditions that deviate from our general terms and conditions. This does not apply if we expressly consent to the validity of these differing conditions in writing. Our general terms and conditions also apply if we provide our services unconditionally in awareness of conflicting conditions of the partner or conditions that differ from our general terms and conditions.
3. All agreements made between ANNÉ SCHWARZKOPF COMMUNICATIONS KG and the partner regarding the execution of this contract have been recorded in this contract in writing.
4. Our GTC apply only to companies in the sense of § 310 section 1 BGB [Bürgerliches Gesetzbuch, German Civil Code].

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## **§ 2 Offer, Offer Documentation**

1. The offers of ANNÉ SCHWARZKOPF COMMUNICATIONS KG are non-binding. ANNÉ SCHWARZKOPF COMMUNICATIONS KG reserves the right to make changes and errors.
2. ANNÉ SCHWARZKOPF COMMUNICATIONS KG shall retain the property rights and copyrights for concept ideas, designs (including images, drawings and the like), calculations and other documents. This also applies to written documents that are designated as "confidential." Prior to the disclosure of such documents to third parties, the partner must have the express written permission of ANNÉ SCHWARZKOPF COMMUNICATIONS KG.
3. ANNÉ SCHWARZKOPF COMMUNICATIONS KG is not liable for any specific results for services that may be provided for communication and project marketing. It is the responsibility of the partner to achieve the desired goals with the services that are provided by ANNÉ SCHWARZKOPF COMMUNICATIONS KG.

## **§ 3 Contractual Content, Contractual Obligations**

1. The offers prepared by ANNÉ SCHWARZKOPF COMMUNICATIONS KG are based on the ideas stated by partner. If the partner considers the range of services to be insufficient or incomplete, he shall notify ANNÉ SCHWARZKOPF COMMUNICATIONS KG of this immediately. This applies in particular to the planned timeline of the action. Press releases that are designed by ANNÉ SCHWARZKOPF COMMUNICATIONS KG on behalf of the partner must be approved by the partner in writing (electronically if preferable) prior to their publication. ANNÉ SCHWARZKOPF COMMUNICATIONS KG bears no responsibility for the accuracy of content of editorial publications. In all other respects, all statements are made according to the best of our knowledge.
2. The partner shall provide ANNÉ SCHWARZKOPF COMMUNICATIONS KG with any support that is necessary for the fulfilment of the contract. This not only applies to information,

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but also to making the partner's employees available if needed. The partner shall render such cooperative services to ANNÉ SCHWARZKOPF COMMUNICATIONS KG without charge.

3. ANNÉ SCHWARZKOPF COMMUNICATIONS KG reserves the right to commission the help of third parties to fulfil contractual services. Commissioning of this nature shall occur in the name and to the account of ANNÉ SCHWARZKOPF COMMUNICATIONS KG. In this case, ANNÉ SCHWARZKOPF COMMUNICATIONS KG does not directly act on behalf of the partner and there shall be no obligation to provide an account of the services provided to ANNÉ SCHWARZKOPF COMMUNICATIONS KG by third parties or to present invoices from third parties commissioned by ANNÉ SCHWARZKOPF COMMUNICATIONS KG. This shall not apply if ANNÉ SCHWARZKOPF COMMUNICATIONS KG agreed otherwise with the partner.

#### **§ 4 Remuneration, Due Date**

1. The remuneration terms agreed upon in the individual contract shall apply. Sales tax in the amount of the currently applicable rate shall be added to each of the remuneration amounts.
2. Invoices shall be due immediately upon receipt providing no other agreements are made, in the case of photographs they shall be due after the images were received, in the case of DTP masters they shall be due after acceptance.
3. ANNÉ SCHWARZKOPF COMMUNICATIONS KG shall be allowed to request appropriate advance payments from the partner.
4. Rights of off-set shall be granted to the partner only if his counterclaims have been legally determined, are uncontested or have been acknowledged by ANNÉ SCHWARZKOPF COMMUNICATIONS KG. Furthermore, the partner shall have the right to exercise his right to retention only to the extent that his counterclaim is based on the same contractual relationship.

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## **§ 5 Acceptance, Transfer of Risk**

1. Decorations, printed matter, concepts, conceptual designs of exhibition booths, specific PR measures, author contributions, photographs, layouts, press releases and the like shall be presented to the partner in writing (also in electronic form) by ANNÉ SCHWARZKOPF COMMUNICATIONS KG for agreement and approval. They shall be considered to be approved if the partner does not disagree within the stated timeframe or, in case no timeframe has been set, does not submit a written objection within a reasonable amount of time. Changes to the original concept do not obligate ANNÉ SCHWARZKOPF COMMUNICATIONS KG to re-work or further work without additional remuneration.
2. If the partner delays acceptance of the service offered by ANNÉ SCHWARZKOPF COMMUNICATIONS KG or if providing the service becomes impossible for ANNÉ SCHWARZKOPF COMMUNICATIONS KG due to circumstances attributable to the partner, ANNÉ SCHWARZKOPF COMMUNICATIONS KG shall retain the right to the agreed remuneration nonetheless. However, ANNÉ SCHWARZKOPF COMMUNICATIONS KG must deduct any costs which were saved as a result of being released from the contract or of not rendering the service. Any costs which have been incurred through alternative use, or which have been incurred by willfully refraining from saving or alternative use, are also to be deducted.
3. For document shipments, liability for accidental loss, destruction or accidental deterioration shall pass to the contractual partner upon delivery. In other cases, upon delivery to a shipping company, transport carrier or any other person or company designated to complete the shipping process. The partner shall bear liability for the cancellation of planned events.

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## **§ 6 Guarantee**

1. In case of justified material defects, ANNÉ SCHWARZKOPF COMMUNICATIONS KG is obligated to choose either to rework the material or to provide a replacement delivery. If reworking the material is not successful, the partner shall have the right to choose to request either a release from the contract or a reduction to the remuneration terms.
2. Claims for defects by the partner require that this alleged defect is reported in writing within 2 weeks from receipt of the service; otherwise, the assertion of a warranty claim shall be excluded. Timely dispatch of the notification of defects is sufficient to comply with the warranty conditions. The full burden of proof for all claims lies with the partner, specifically with regard to the defect itself, the time of discovery of the defect and the timeliness of the notice of defect.
3. ANNÉ SCHWARZKOPF COMMUNICATIONS KG is liable in accordance with legal provisions if the partner claims damages that are based on intent or gross negligence, including intent or gross negligence by employees or subcontractors. To the extent that ANNÉ SCHWARZKOPF COMMUNICATIONS KG is not charged with wilful breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damages.
4. Unless otherwise agreed in advance, liability is excluded.
5. The period of limitations for claims for defects is one year from delivery of goods or performance of service.

## **§ 7 Liability**

1. Liability for damages in excess of the provisions in § 6 - irrespective of the legal nature of the asserted claim - is excluded. This applies in particular to claims for damage compensation arising from culpa in contrahendo, other breach of duty or tortious claims for damage compensation in accordance with § 823 BGB [German Civil Code].

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The limitation according to the above-mentioned paragraph also applies if the partner requests reimbursement of wasted expenses in place of performance as compensation for damages.

2. To the extent that the liability for damage compensation against ANNÉ SCHWARZKOPF COMMUNICATIONS KG is excluded or limited, this shall also apply with regard to the personal liability for damage compensation by employees, agents and subcontractors.
3. Liability for culpable injury to life, body or health will remain unaffected; this also applies to mandatory liability according to the product liability law.
4. ANNÉ SCHWARZKOPF COMMUNICATIONS KG declares no warranties in the legal sense toward the partner. Manufacturer warranties remain unaffected.

## **§ 8 Usage Rights, Data Protection**

1. All created concept designs, drafts, documents, ideas and resulting industrial property rights to be provided in the context of services by ANNÉ SCHWARZKOPF COMMUNICATIONS KG shall remain the property of ANNÉ SCHWARZKOPF COMMUNICATIONS KG. ANNÉ SCHWARZKOPF COMMUNICATIONS KG shall have the right to use them for other assignments free of charge.
2. The contractual partners agree to maintain confidentiality regarding information or documents that are designated as confidential or can be recognised as such based on obvious circumstances. ANNÉ SCHWARZKOPF COMMUNICATIONS KG will use and process personal data that are covered by the provisions of the Bundesdatenschutzgesetz (BDSG) [German Federal Data Protection Act] only for the purposes agreed upon in the contract.
3. The partner agrees that ANNÉ SCHWARZKOPF COMMUNICATIONS KG names him publicly as a reference customer.

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## **§ 9 Retention of Title**

1. ANNÉ SCHWARZKOPF COMMUNICATIONS KG reserves its ownership of the delivered goods until all outstanding accounts from the current business relationship have been settled.
2. The partner shall have the right to resell the goods within the normal course of business. All receivables that are accrued through resale to third parties are assigned hereby to ANNÉ SCHWARZKOPF COMMUNICATIONS KG in the amount of the invoice total. ANNÉ SCHWARZKOPF COMMUNICATIONS KG accepts the assignment. After the assignment the partner shall be authorised to collect the receivables. ANNÉ SCHWARZKOPF COMMUNICATIONS KG reserves the right to collect the receivables as soon as the partner does not meet his payment obligations in due course and is in default.

## **§ 10 Final Provisions**

1. The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. Exclusive place of jurisdiction for all disputes arising from this contract is the place of business of ANNÉ SCHWARZKOPF COMMUNICATIONS KG in Cologne. The same applies if the partner has no place of general jurisdiction in Germany or the dwelling or usual place of residence are unknown at the time that legal proceedings are instituted.
3. If individual provisions of this contract with the partner, including these GTC, should be or become invalid as a whole or in part, the validity of the remaining provisions will remain intact. The wholly or partially invalid provision shall be replaced with a provision whose economic purpose comes as close as possible to that of the invalid provision.

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