

General Terms and Conditions of Paderborn University for the Provision of Scientific Services (Application of Established Knowledge)

§ 1 Area of Application

1. The following conditions apply to all scientific services (application of established knowledge) of Paderborn University. Deviating, conflicting or additional conditions of the Client do not form part of the contract unless Paderborn University agrees to their validity in writing.
2. Unless regulated otherwise in the following conditions, all scientific services are subject to the regulations of service contract law (§§ 611 ff. BGB [German Civil Code]).

§ 2 Contract Formation

1. The contract is formed when the offer is accepted in writing.
2. Due to the economic and technical relevance of contracts for deliveries and services of Paderborn University, all subsequent changes and additions also require the written form in a format that ensures all changes and additions are respectively recorded as an addendum and consecutively numbered as such.

§ 3 Scope of the Service

1. Relevant for the scope of the service is the most recent version of the offer provided by Paderborn University, or the written order confirmation by Paderborn University indicating changes to the offer.
2. Any change of the scope of the services is only legally effective if it has been recognised by Paderborn University in writing in accordance with § 2 section 2.

§ 4 Compensation

1. The compensation is agreed as a fixed price. Deviating from this, the Contractual Partners can agree on a compensation according to expenditure and, where applicable, with an upper cost limit. The value added tax is in each case added to the compensation.
2. Paderborn University will immediately inform the Client if it becomes evident that the intended result cannot be achieved with the agreed compensation. At the same time, Paderborn University will suggest an

adjustment of the compensation to the Client. If this adjustment becomes necessary for reasons that were not foreseeable by Paderborn University at the time the order was placed and that are not Paderborn University's fault and if no other agreement with the Client can be reached, the Client, within 2 weeks of receiving the notification, has the right to either continue with the contract under the conditions suggested or to terminate the contract in accordance with the regulations of § 12. If the Client fails to exercise its selection right within the time period, Paderborn University has the right to terminate the contract in accordance with the regulations of § 12.

§ 5 Payments

1. Payments are due in accordance with the agreed finance plan. Where there is no finance plan, payments are to be transferred within 30 days from the invoice date to the account of Paderborn University with reference to the purpose indicated on the invoice.
2. The Client is only entitled to offset or hold back payments due to Paderborn University if the counter-claim is based on the same contractual relationship and moreover is undisputed, has been found legally binding or has been recognized by Paderborn University.

§ 6 Warranty / Liability

1. Paderborn University will conduct the agreed research with the standard of care it usually applies, based on its knowledge of the state-of-the-art of science and technology. Paderborn University does not provide any further warranty. In particular, it does not warrant that the research results are commercially viable and are free of third-party rights. However, if and insofar Paderborn University becomes aware of conflicting third-party rights, it will immediately inform the Client.
2. In case of breach of essential contractual duties or obligations, i.e. duties or obligations, the fulfillment of which allows for the due performance of this contract, the breach of which would endanger the purpose of this contract and the compliance with which the Client may constantly trust in Paderborn University is liable for any case of intent and

any kind of negligence. In cases of slight negligence, this liability shall be limited to the typical and foreseeable loss.

3. In all remaining cases, Paderborn University's liability towards the Client is limited to intent and gross negligence. In case of gross negligence, the liability shall be limited to the typical and foreseeable loss.
4. In case of gross negligence, the liability according to section 3. above shall be excluded for consequential losses (e.g. loss of profit or other financial losses).
5. The exclusions and limitations of liability mentioned above in sections 2. to 4. do not apply in the event of death, injury or damage to health, in case of special guarantees as well as for claims under the German Product Liability Act.
6. The above exclusions and limitations of liability also apply to the employees, legal representatives and agents of Paderborn University.

§ 7 Confidentiality

1. If and insofar the Contractual Partners use documents, documentation or information belonging to the respective other Contractual Partner that are marked as confidential or are recognisably secret, they will ensure that these are handled in a confidential manner. This confidentiality obligation ends after a period of five years from the end of the project.
2. The Contractual Partners ensure that the confidentiality described above is maintained by employees, agents and other persons involved in the implementation of this project.
3. The confidentiality obligation in accordance with § 7 section 1 does not apply to information that is commonly known or becomes commonly known through no fault of the recipient, or was legally obtained from a third party, or was already available to the recipient, or is being developed independently of the services in accordance with § 3, or must be disclosed due to administrative, statutory or court order.

§ 8 Publications

With consideration to its statutory obligations Paderborn University is entitled to publish, in scientifically common form, research and development results that arise from the project, while complying with the confidentiality

obligation of § 7. In doing so, it will consider the Client's justified concerns.

§ 9 Right to Retention, Retention of Title

1. Paderborn University retains ownership of any objects provided, including the drawings and technical documentation enclosed with the offer, until the compensation has been paid in full.
2. The Client acquires the rights of use to the result only with the full payment of the agreed compensation. The Client is neither entitled to dispose of the objects that are the property of Paderborn University nor to utilise the rights of use and/or the technical knowledge of Paderborn University prior to full payment.
3. If the Client fails to comply with its contractual obligations, particularly if it fails to pay instalments of the compensation, Paderborn University is entitled to withhold its services.
4. If Paderborn University loses its ownership of any provided objects due to combination, amalgamation or processing, it is hereby agreed that the ownership of the newly created object passes to Paderborn University pro rata (invoice value) until the agreed compensation has been paid in full.

§ 10 Rights to Results

1. On payment of the agreed compensation, the Client acquires a non-exclusive, transferable, unlimited right of use with respect to the results obtained through the implementation of the agreed services.
2. Paderborn University is exclusively entitled to any other results, in particular patentable inventions that only arise on the occasion of the agreed services.

§ 11 Special Regulation for Services based on the Production and Sale of objects

1. Where Paderborn University owes the production or delivery of a state-of-the-art object on the basis of an express commitment and defects arise, the applicable regulations of the German Civil Code (BGB) apply pursuant to the following sections.
2. If the result achieved by Paderborn University is deemed to be insufficient, Paderborn University is initially given the opportunity to remove the defect either through subsequent correction or delivery at the University's discretion; depending on the type of result, type

of defect and other circumstances this may be attempted multiple times.

3. If Paderborn University rejects subsequent correction or delivery or it fails or is unacceptable for the Client, the Client may choose to either withdraw from the contract or to demand a reduction of the compensation owed (price reduction) or demand loss compensation. The right to withdraw from the contract can only be exercised in the event of a serious defect. The right lapses if the Client fails to declare its withdrawal no later than 14 days following receipt of the notification regarding the rejection or failure of the subsequent correction or delivery, or if it fails to declare it no later than 14 days after it becomes evident that the subsequent correction or delivery is unacceptable. Paderborn University is only liable for loss compensation under the additional prerequisites of § 6 section 2.
4. The Client must immediately inspect the result supplied by Paderborn University and raise complaints about defects. Claims for recognisable defects are only valid if Paderborn University has been notified of these within a period of 14 days from the delivery date.

§ 12 Termination

1. Termination of this contract is only possible for an important reason. Such an important reason exists if circumstances arise or become known that make a continuation of the contract unreasonable, in particular due to technical or economic reasons.
2. In the case of termination Paderborn University will not conduct any further research and will make the documentation existing at this point in time available to the Client. The Client will pay the agreed compensation, including a corresponding profit, to Paderborn University pro rata in accordance with the work rendered up to the date of termination. Expenses still to be incurred by Paderborn University after this date as a result of binding legal obligations (in particular personnel costs) will be reimbursed by the Client up to the earliest possible date of terminating these obligations. The expenses, however, may not exceed the total funds intended for the project.

§ 13 Miscellaneous

1. The contract formed on the basis of these terms and conditions constitutes the entire agreement. Earlier agreements pertaining to the subject matter of the contract cease to be valid when this contract comes into effect,

unless their continuation has been expressly agreed upon in writing.

2. All changes or additions to the contract require a written agreement between the Contractual Partners to be effective. This also applies to waiving the written form requirement.
3. Should one or more of the regulations of the terms and conditions be or become ineffective in whole or in part, the remaining regulations are not affected. In such an event the Contractual Partners undertake to agree upon an alternative regulation that is as close to their original intent as possible. The same applies to any omissions in the contract.
4. The law of the Federal Republic of Germany applies under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of fulfilment and place of jurisdiction is Paderborn.