

General Terms and Conditions for the services of RecycleMe GmbH (Germany)

I. Definitions of terms, scope of application

1. These terms and conditions shall apply to all contractual relationships between the Client and RecycleMe GmbH, Austraße 34, 35745 Herborn, Germany, ("Supplier"), including any future contractual relationships and even if no express reference is made to them in supplementary contracts.
2. "Order" refers to the contractual relationship without regard to the respective type of contract, i.e. regardless of whether it is a contract to produce a work, a service contract or any other contract.
3. These General Terms and Conditions ("GTC") shall only apply if the Supplier is an entrepreneur (§ 14 of the German Civil Code), a legal entity under public law or a special fund under public law.
4. These GTC shall apply exclusively. Any differing, conflicting or supplementary terms and conditions of the Client shall only become part of the contract if and to the extent to which the Supplier has expressly agreed to their validity in writing.
5. If any individual written agreements exist between the parties (including additional agreements, supplements, amendments or additions) which differ from or contradict the provisions of these General Terms and Conditions, those individual provisions shall take precedence.
6. Any declarations and notifications by the Supplier with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) that are legally relevant shall be made in writing. Within the meaning of these GTC, this shall include declarations and notifications made in writing or text form (e.g. letters, e-mails, faxes). Statutory formal requirements and further evidence, in particular in case of doubt regarding the legitimation of the person making the declaration, shall remain unaffected.

II. Object of the contract, scope of services and performance, subcontractors

1. The contracting parties agree to cooperate in accordance with the specific and individual contractual agreements.
2. The Supplier shall perform the services incumbent upon them on their sole responsibility and shall be free in their choice of working hours and location as well as in the selection and allocation of personnel. No employment relationship has been or shall be established between the Client and the Supplier.
3. The Supplier shall be entitled to commission third parties ("Subcontractors") to wholly or in part perform the tasks and service obligations incumbent upon the Supplier. Subcontractors shall be paid exclusively by the Supplier. No direct contractual relationship whatsoever shall be established between any Subcontractors and the Client. In this regard, any references contained in these GTC to the Supplier shall also apply to Subcontractors.
4. If the Client does not pay the remuneration in full as set forth in V.1, the Supplier shall be entitled to provide the contractually agreed services owed to the Client only to the extent paid for by the Client.
5. The Supplier shall be free to also work for other clients and to perform or provide other services.
6. If and when the Supplier offers seminars, webinars, video conferences or other events on the subject matter or subject areas covered by the contract or similar subjects, these pursue the sole purpose of providing information or a general overview of certain issues and subjects. Any content presented and considerations made in the context of the aforementioned events, in particular regarding legal aspects, are made without any guarantee whatsoever that the contents are correct, up-to-date and/or complete. In particular, they do not constitute legal advice or legal services for topics with legal relevance, nor can they and are they intended to replace such advice or services for reasons of professional ethics. All legal counselling must be provided on an individual basis by a lawyer, taking into account the circumstances of each particular case.

III. Offer/Conclusion of the Contract

1. Unless expressly marked as binding, any offer made by the Supplier shall remain subject to change and non-binding.
2. The object of the contract or an exact description of the services shall be outlined in the individual contractual agreement.
3. The scope of the services to be performed by the Supplier shall be specified in writing within the framework of the individual contractual agreement once the order is placed. Any change or addition to the scope of services must be made in writing in order to be legally binding (see I.6).
4. Provided that the commissioning of the Supplier's services by the Client can be qualified as an offer in accordance with § 145 of the German Civil Code, the Supplier has two weeks to accept the offer.

IV. Contract term, post-contractual obligations upon termination of the contract

1. The contract shall begin and end on the individually agreed dates.
2. All contractual obligations shall be fulfilled until the end of the contract term; this shall also apply if the contract is terminated for good cause; post-contractual obligations shall be fulfilled beyond the aforementioned date during all of the calendar year in which the contract ends.

V. Invoicing, prices, payment, packaging, set-off

1. All prices and remuneration for the Supplier's services result from the individual agreement between the parties and shall in each case be paid in euros subject to the applicable value-added tax.
2. Unless a different payment term has been agreed, all invoices shall be paid no later than 14 days after receipt and stating the invoice number.
3. The Supplier shall be entitled to send the Client invoices in electronic form. The Client expressly agrees to receiving the Supplier's invoices in electronic form.
4. The Client's right of retention shall be limited to counter-claims that have been legally established, are ready to be adjudicated upon or are undisputed.

VI. Intellectual property

1. All property rights and copyrights to the works created by the Supplier and their employees or commissioned third parties (in particular: offers, reports, analyses, expert opinions, organisational plans, programmes, performance specifications, drafts, calculations, drawings, data carriers etc.) shall remain with the Supplier. Unless otherwise agreed, the Client may use them solely for the purposes within the scope of the contract during the contractual relationship and after its termination. The Client shall not be entitled to reproduce, distribute and/or make the work(s) publicly available to third parties without the Supplier's express consent. Under no circumstances shall an unauthorised reproduction/distribution of the work(s) give rise to any liability whatsoever on the Supplier's part towards third parties – in particular with regard to the accuracy of the work(s).
2. The Client shall not be granted any licences and other rights or titles – of any kind whatsoever – by means of the contractual relationship; this shall in particular include rights to names, patents, utility models and/or trademarks as well as other industrial property rights, which shall not be granted by means of the contractual relationship, nor shall a corresponding obligation to grant the Client such rights result from it.

VII. Cession

1. The Client shall not be entitled to wholly or in part cede the rights and obligations arising from the contract or parts thereof to third parties without the Supplier's prior written consent.
2. The Supplier shall be entitled to transfer their rights and obligations from the contractual relationship to third parties, in particular to companies affiliated with them as set forth in AktG § 15 (*Aktiengesetz*/German Stock Corporation Act).

VIII. Confidentiality

1. The Supplier and the Client shall both maintain full confidentiality and shall only disclose to third parties any information, data and documents made available to them both before and after the termination of the present contract in order to perform said contract to the extent necessary to (i) perform this contract, (ii) take out an insurance policy, (iii) assert any claims under this contract or (iv) for legal reasons. Companies affiliated with the parties to the contract as set forth in AktG § 15 (*Aktiengesetz*/Stock Corporation Act) shall not be considered third parties within the meaning of this contract.
3. Prior to using specific work results of the contractual services for advertising purposes, whether wholly or in part, the Client shall obtain the Supplier's written consent. This shall also apply to the use of industrial property rights such as the Supplier's trademarks or logos. Consent shall be obtained in writing for each individual use.

IX. Reports and newsletters

1. Where the provision of services by the Supplier consists in preparing a report or sending out newsletters, they shall be prepared with due diligence and to the best of the Supplier's knowledge of the laws and regulations applicable at the time of publication. The statements expressed shall be in line with the Supplier's current state of knowledge, based on up-to-date market developments. The information contained is subject to change at any time and merely reflects the situation at the time.
2. Newsletters shall be for general information purposes only and shall not constitute legal advice.
3. Each report shall be created for a specific purpose and a specific addressee. Reports shall not constitute legal advice.
4. The Supplier shall not be obliged to update reports or newsletters.

X. Disclaimer

1. The Supplier shall not be liable for negligent breach of duty, except where damage inflicted upon life, body or health, guarantees or claims under the Product Liability Act (*Produkthaftungsgesetz*) are concerned. Moreover, liability for gross negligence and intent as well as for the breach of obligations whose fulfilment is a prerequisite for the correct performance of the contract and upon whose observance the Client may as a general rule rely shall remain unaffected. The same shall apply to any breaches of duty by the Supplier's vicarious agents. Furthermore, the Supplier shall not be liable for the Client achieving a certain economic success due to the consulting services.
2. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the present contract, the Supplier's liability shall be limited to the amount of damage foreseeable and typical for the nature of the transaction in question.
3. There shall be no further liability on the Supplier's part.
4. The above limitation of liability shall also apply to the personal liability of the Supplier's employees, representatives and bodies.

XI. Concluding provisions

1. If any provision of these General Terms and Conditions is or becomes wholly or partially void, infeasible, invalid or unenforceable, this shall not affect the validity of the remainder of the provisions or of these General Terms and Conditions.
2. In case of any discrepancies between the different language versions of these General Terms and Conditions, the German version shall prevail at all times. The same shall apply to the interpretation of these General Terms and Conditions.
3. Cologne shall be the sole – and international – place of jurisdiction for all disputes arising between the Client and the Supplier, insofar as permitted by applicable law.
4. These General Terms and Conditions shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.