

GTC

General Terms and Conditions of FlexBio Technologie GmbH

GTC for business with enterprises and legal entities under public law

1. Scope of application

- 1.1 The following General Terms and Conditions apply to all contracts for the supply of plants, partial components, plant accessories, spare parts, software, planning, installation, commissioning, maintenance, service and other services between FlexBio Technologie GmbH, Otto-Hahn-Straße 7a, 37574 Einbeck (hereinafter "FlexBio") and the business and contractual partner (hereinafter "customer"). They apply exclusively vis-à-vis entrepreneurs within the meaning of Section 14 BGB, legal entities under public law and special funds under public law.
- 1.2 These terms and conditions also apply to all future legal transactions with the customer, even if they are not expressly agreed again. Conflicting, supplementary or additional terms and conditions of the customer shall not become part of the contract unless FlexBio expressly consents to their application in writing. This also applies where FlexBio renders services without reservation in the knowledge of such terms.
- 1.3 Individual written agreements between FlexBio and the customer, in particular the contract, the quotation and the order confirmation, shall take precedence over these General Terms and Conditions. Verbal collateral agreements, amendments and supplements require written confirmation by FlexBio in order to be effective. Statutorily prevailing individual agreements remain unaffected.
- 1.4 These terms and conditions shall be deemed accepted at the latest upon receipt of the delivery items or services, provided that the customer was made aware of their application in a reasonable manner before or upon conclusion of the contract and had the opportunity to take note of their content.

2. Offer and order

- 2.1 Quotations from FlexBio are subject to change and non-binding unless expressly designated in writing as binding. Unless the order provides otherwise, FlexBio is entitled to accept a contractual offer in writing within four weeks of its receipt by FlexBio, in particular by way of order confirmation.
- 2.2 By placing the order, the customer confirms that the data, facts and information submitted by it and underlying the quotation are complete and accurate. This applies in particular to wastewater, process, operating, site, interface, media, permit, energy, construction and infrastructure information.
- 2.3 FlexBio reserves ownership, copyright and other intellectual-property rights in drawings, illustrations, yield estimates, technical specifications, cost estimates, samples, concepts, calculations, plans, software documentation and other documents or information of a tangible or intangible nature, including in electronic form. They may not be made accessible to third parties without prior written consent of FlexBio and may be used by the customer only for the agreed contractual purpose.

- 2.4 Technical specifications, illustrations and figures for dimensions, weight, performance, yield, consumption and efficiency are only approximate guide values unless expressly designated by FlexBio in writing as binding or guaranteed. Guarantees require an express written declaration of guarantee by FlexBio.
- 2.5 Unless otherwise specified, FlexBio shall be bound by the prices contained in the quotation for seven days from the date of the quotation. The prices stated by FlexBio in the order confirmation, plus the applicable statutory value-added tax, shall be decisive. Additional deliveries and services shall be charged separately.

3. Scope of deliveries and services

- 3.1 Only FlexBio's written order confirmation shall be decisive for the scope of supply and services. Insofar as services, components, interfaces, permit documents, expert reports, installation work, commissioning, planning, documentation, software services or other ancillary services are not expressly listed in the quotation or in the order confirmation, they are not owed and shall be remunerated separately if commissioned.
- 3.2 Delivery deadlines and delivery dates are non-binding unless expressly guaranteed in writing as binding. Deadlines shall only commence once all technical, commercial and permit-related details have been clarified, the customer has fulfilled its duties to cooperate, and the agreed advance payments have been received in full.
- 3.3 Insofar as expert reports, statements or evidence from third parties are required for permit applications, execution or project progress — in particular structural-stability proofs, ground investigations, odour, noise, nature-conservation, fire-protection, explosion-protection or major-accident reports, water-authority documents, drainage applications or landscape-conservation expert contributions — these shall form part of FlexBio's scope of services only if expressly listed in the specification of services.
- 3.4 The customer shall provide the necessary expert reports, permits, existing-conditions documentation, interface information and other project bases free of charge and in good time. Alternatively, the parties may agree that FlexBio shall commission such services in the name and on the account of the customer.
- 3.5 Changes to the design, form, software, execution, conception or technical processes remain reserved to FlexBio, provided that the delivery item is not materially altered, the agreed function is materially retained, and the change is reasonable for the customer.
- 3.6 Installation, set-up, commissioning, trial operation, training, maintenance, service, repeated site visits, extended documentation, special inspections and test runs shall form part of the scope of the order only if expressly agreed. If FlexBio undertakes such services, the customer undertakes to cooperate comprehensively, in good time and free of charge in accordance with these terms and conditions.
- 3.7 By way of the order confirmation, the customer confirms that the delivery item shall be used exclusively in accordance with the agreed purpose of use and shall not be misused. Additional services that go beyond the agreed scope of supply and services shall be charged separately.

4. Prices, price adjustments, payment and additional expenses

- 4.1 FlexBio's prices apply, unless otherwise agreed, ex the manufacturer's warehouse or ex works, plus packaging, transport, insurance, installation, commissioning, travel, accommodation and incidental costs and the applicable statutory value-added tax.
- 4.2 Price adjustment based on index development. Insofar as the indices listed below change between the month preceding submission of the quotation as the base period and the comparison period decisive for invoicing, prices shall change in accordance with this Section 4.2. Remuneration expressly agreed in writing as a fixed price without price escalation shall remain unaffected.
- 4.3 The price for goods produced and delivered shall change in line with the percentage change in the "Index of wholesale selling prices, Germany, overall index" published by the Federal

- Statistical Office (Destatis). The relevant source is GENESIS-Online, Statistics 61281, supplemented by the respective Statistical Report "Index of wholesale selling prices".
- 4.4 The separately stated transport costs shall change in line with the percentage change in the import price index for "Petroleum and oils obtained from bituminous minerals, crude" published by the Federal Statistical Office (Destatis). The relevant source is GENESIS-Online, subject area 61411, supplemented by the respective Statistical Report "Index of import prices".
- 4.5 The relevant comparison period is, in each case, the last published monthly value before the month of delivery of the goods. Price changes operate to the benefit and to the detriment of both contracting parties. If the percentage change in the respective index compared with the base value falls below 0.5%, it shall be disregarded. The adjustment shall be shown separately in the invoice as a surcharge or discount.
- 4.6 In the event of rebasing, methodological change or discontinuation of a stated index series, the official successor series of the Federal Statistical Office shall take its place. Insofar as direct continuation is not possible, the economically most comparable official index shall be used.
- 4.7 Payment terms. Unless expressly different payment terms are agreed in the quotation, in the contract or in the order confirmation, the following payment terms shall apply to orders, deliveries and services with an order value or invoice amount of EUR 1,000.00 net or more: 50% of the order sum is due upon conclusion of the contract or upon receipt of the order confirmation, a further 40% upon notification of readiness for dispatch or provision of the essential delivery items, and the final payment of 10% plus any additional services upon completion, delivery or notification of readiness for commissioning, whichever event occurs first. This rule shall also apply where the above payment terms are not expressly repeated in the quotation or in the order confirmation, provided that no different individual agreement has been made.
- 4.8 For orders, deliveries and services with an order value or invoice amount of less than EUR 1,000.00 net, the invoice amount is, unless otherwise agreed, due for payment without deduction within seven days of receipt of the invoice.
- 4.9 The customer shall be entitled to set-off only where its counterclaims have been finally and bindingly established, are undisputed or have been recognised by FlexBio. The customer shall be entitled to exercise a right of retention only insofar as its counterclaim is based on the same contractual relationship.
- 4.10 If the customer is in default with a payment, all outstanding instalments arising from the same order shall fall due immediately. The customer shall be in default even without a reminder if it fails to pay within ten days of the due date and of receipt of the invoice. FlexBio is entitled to demand default interest at the statutory rate; the assertion of further damage caused by default remains reserved.
- 4.11 If the customer fails to meet its payment obligations, or if there are concrete indications of a material deterioration in its financial circumstances, FlexBio is entitled to make further services dependent on advance payment or the provision of appropriate security and, to the extent legally permissible, to call due the entire remaining claim.
- 4.12 Payments with discharging effect may be made only directly to FlexBio or to a person expressly authorised by FlexBio in writing.
- 4.13 Additional, supplementary and time-and-materials services. Additional services, supplementary services, time-and-materials services, waiting times, fault analyses, service deployments, and additional installation, commissioning, inspection, testing, documentation, software, planning or adaptation services not expressly included in the agreed scope of supply and services shall be charged separately on the basis of actual expenditure, unless expressly otherwise agreed in writing. Material, third-party services, licences, consumables, special test equipment and other project-related expenses shall be charged in addition.
- Hourly rates for additional, supplementary and time-and-materials work, unless otherwise agreed:

Electrician — hourly rate	95,00 EUR
Fitter — hourly rate	90,00 EUR

Technician — hourly rate	105,00 EUR
Project engineer — hourly rate	115,00 EUR

- 4.14 Normal working hours are Monday to Friday between 07:00 and 17:00. The first hour of deployment shall be billed in full irrespective of its actual duration. Each further hour of deployment shall be billed per employee in 15-minute increments.

- 4.15 Travel times, travel costs and overnight stays shall be charged additionally at the following flat rates, unless otherwise agreed:

Travel time per employee per commenced hour	75,00 EUR
Travel costs per vehicle per kilometre driven	1,55 EUR
Flat overnight allowance per night per employee	135,00 EUR

- 4.16 For personnel deployments outside normal working hours, the following surcharges per employee per hour shall apply in addition to the respective hourly rates:

Monday to Friday, 17:00–20:00	25 %
Monday to Friday, 20:00–07:00	50 %
Saturday, 00:00–24:00	50 %
Sunday, 00:00–24:00	75 %
Public holiday at the place of performance, 00:00–24:00	125 %

5. Inspection, maintenance and servicing

- 5.1 If FlexBio is commissioned with inspection, maintenance, service or servicing work, remuneration shall be based on actual expenditure plus travel costs, travel times, accommodation and incidental costs in accordance with Section 4 and the rates agreed or applicable from time to time.
- 5.2 If servicing work cannot be properly carried out without prior inspection, fault analysis or examination of the plant, FlexBio shall be entitled to perform the work required for this purpose, unless the customer decides otherwise. FlexBio shall subsequently submit to the customer, where necessary, a quotation for further servicing measures.
- 5.3 The customer shall accept or reject quotations for necessary servicing, repair or replacement measures without undue delay. Delays, downtimes, additional journeys, waiting times and other additional expenses caused by delayed customer decisions shall be charged separately.

6. Completion, delivery deadlines and force majeure

- 6.1 Dates and deadlines stated by FlexBio are non-binding unless expressly agreed in writing as binding. Compliance with binding deadlines presupposes that the customer fulfils all duties to cooperate, payment obligations, releases and provisions in good time.
- 6.2 Unforeseen events outside FlexBio's reasonable sphere of influence, in particular force majeure, natural events, war, sabotage, strikes, lockouts, operational disruptions, shortages of energy or raw materials, supply-chain disruptions, official measures, pandemics, travel restrictions, unusual rates of illness, transport obstacles or delays at upstream suppliers, shall extend delivery and performance deadlines by a reasonable period.
- 6.3 The same shall apply if required permits, expert opinions, releases, documents, data, advance payments, on-site services or other customer cooperation are not available in good time, or if changes subsequently result by mutual agreement or due to technical, legal or factual requirements.

- 6.4 FlexBio shall, where possible, notify the customer promptly of any foreseeable delays. If a delay in delivery is based on a culpable breach of material contractual obligations for which FlexBio is responsible, FlexBio shall be liable in accordance with Section 10.
- 6.5 FlexBio shall be entitled to render partial performance and to make partial deliveries to a reasonable extent, provided that this does not cause unreasonable disadvantages to the customer.

7. Passing of risk, readiness for dispatch and acceptance

- 7.1 In the case of deliveries, the risk of accidental loss and accidental deterioration shall pass to the customer upon handover; in the case of dispatch, upon delivery to the forwarding agent, carrier or other third party designated to carry out the shipment. Handover is deemed to have taken place if the customer is in default of acceptance.
- 7.2 Insurance against transport damage shall be taken out only on express instruction and at the customer's expense. If the customer or its representative accepts goods from a forwarding agent or other third party, the customer shall inspect them for recognisable transport damage prior to acceptance and notify any damage to the carrier and to FlexBio in writing without undue delay.
- 7.3 Delivered items shall be accepted even where they have non-material defects, without prejudice to the customer's statutory and contractual rights regarding defects.
- 7.4 For works performance, technical installations or machines subject to acceptance, acceptance shall take place upon completion or upon the first successful commissioning, insofar as commissioning is owed. An acceptance protocol may be drawn up. A refused or delayed signature shall not preclude acceptance if the requirements of this Section are met.
- 7.5 Minor defects, outstanding work or deviations that do not materially impair the safe and intended operation of the installation shall not entitle the customer to refuse acceptance. In the event of refusal of acceptance, the customer shall specify at least one material defect concretely.
- 7.6 If acceptance, delivery, installation or commissioning is delayed after notification of readiness for dispatch or completion for reasons not attributable to FlexBio, the delivery item, including the services rendered up to that point, shall be deemed accepted upon expiry of 30 days from notification of readiness for dispatch or completion, provided that FlexBio has informed the customer of this consequence and the customer does not refuse acceptance within this period by specifying at least one material defect.
- 7.7 In the case of pure deliveries without works performance subject to acceptance, the contractual delivery obligations shall be deemed fulfilled upon delivery or handover to the dispatch service provider. An additional written confirmation by the customer is not required for this.

8. Installation and commissioning

- 8.1 Installation, set-up and commissioning services shall only be performed by FlexBio if expressly agreed in writing. If a lump-sum price is agreed, it shall cover only the services and prerequisites expressly described in the quotation.
- 8.2 If set-up, installation, commissioning, acceptance or handover is delayed through no fault of FlexBio, the customer shall bear all additional costs incurred as a result, in particular costs for waiting times, additional journeys to and from the site, travel times, rescheduling, organisation, catering, accommodation, renewed site set-up and additional expenses of the installation or service personnel.
- 8.3 The customer shall confirm the working time and work performance of FlexBio's employees on the form provided upon completion of the work, and at least weekly for longer assignments. Discrepancies must be noted without undue delay. The absence of a signature shall not preclude billing based on the records of FlexBio's personnel, provided that the customer does not raise substantiated objections without undue delay.
- 8.4 The auxiliary personnel and lifting, scaffolding and transport equipment, electricity, water, storage areas, work areas, media, operating and auxiliary materials and other on-site

prerequisites required for installation and commissioning shall be made available by the customer in good time and free of charge, unless otherwise agreed in the quotation.

- 8.5 For the storage of plant components, materials and tools, sufficiently large, dry, protected and lockable rooms or areas shall be made available. The risk for parts lost or damaged on the construction site shall be borne by the customer, insofar as the loss or damage is not attributable to FlexBio.
- 8.6 The customer is obliged to inform itself, before FlexBio's employees leave the construction site, of the status of the work and any apparent damage. Damage for which FlexBio is to be held responsible shall be notified to FlexBio in writing without undue delay and, where possible, before FlexBio's personnel leave the construction site.
- 8.7 Changes, additional work or additional costs that become necessary due to official requirements, changed site conditions, inaccurate customer data or on-site circumstances shall be borne by the customer and shall be charged separately.

9. Claims for defects and warranty

- 9.1 The customer shall inspect deliveries and services without undue delay upon receipt, delivery, installation or acceptance for completeness, transport damage, obvious defects, condition and function. Obvious defects shall be notified to FlexBio in writing without undue delay, at the latest within one calendar week. For merchants, Section 377 of the German Commercial Code (HGB) shall additionally apply.
- 9.2 After discovery of a defect, the delivery item shall be kept available for examination by FlexBio in the condition in which the defect manifested itself, insofar as this is reasonable for the customer. Modifications, further processing, mixing, unauthorised repairs or interventions may only be carried out if they are strictly necessary to mitigate damage or if FlexBio has previously consented.
- 9.3 Non-material or marginal deviations in execution, dimensions, weight, colour, shape, technical design or performance shall not constitute a defect, provided that the agreed function and intended use are not materially impaired.
- 9.4 In the case of a justified notice of defect, FlexBio shall be entitled, at its option, to render subsequent performance by way of rectification or replacement delivery. The customer shall grant FlexBio a reasonable period for subsequent performance for each defect. During the subsequent-performance period, rescission and price reduction shall be excluded, unless mandatory statutory provisions provide otherwise.
- 9.5 The customer may remedy a defect itself or have it remedied by third parties only in urgent cases involving a risk to operational safety, to avert disproportionately large damage, or if FlexBio is in default with rectification. FlexBio shall be notified thereof without undue delay.
- 9.6 Warranty is excluded for defects or damage based on improper use, misuse, overstressing, faulty installation by the customer or third parties, inadequate maintenance, failure to observe technical specifications, failure to observe manufacturer instructions, unsuitable operating materials, natural wear and tear, use of force, customer-side interventions, modifications or repairs without prior written consent of FlexBio.
- 9.7 Wear parts and parts subject to natural use or operational wear are excluded from warranty, unless there is a material or manufacturing defect already present at the time of passing of risk.
- 9.8 The warranty period shall be, to the extent legally permissible and unless otherwise agreed in writing, twelve months from delivery, or, for services subject to acceptance, from acceptance. For combined heat and power plants (CHP), an additional limit of a maximum of 8,000 operating hours shall apply on a priority basis; the earlier point in time shall be decisive.
- 9.9 If delivery, acceptance or commissioning is delayed for reasons not attributable to FlexBio, the warranty period shall end at the latest 14 months after written notification of readiness for dispatch, to the extent legally permissible.
- 9.10 No warranty is assumed for used goods, unless FlexBio has expressly granted a warranty or guarantee in writing.

- 9.11 Warranty for on-site installations, plant components, components, advance services, media, interfaces and operating conditions is excluded, even if FlexBio personnel were involved in their installation, connection, inspection or commissioning, insofar as the defect is not attributable to FlexBio.

10. Liability

- 10.1 FlexBio shall be liable without limitation for damage arising from injury to life, body or health, for damage caused intentionally or by gross negligence, for claims under the Product Liability Act, and within the scope of an expressly assumed guarantee.
- 10.2 In the case of simple negligence, FlexBio shall only be liable for the breach of material contractual obligations, the performance of which is essential to the proper performance of the contract in the first place and on whose observance the customer may regularly rely. In this case, liability shall be limited to the typical, foreseeable damage.
- 10.3 To the extent legally permissible, liability is excluded for indirect damages, consequential damages, lost profits, lost savings, production losses, loss of use, business interruptions, environmental damage to waters, and damage arising from customer-side interventions in plant technology, technical processes, software, controls or incorrect installation.
- 10.4 For planning, calculations, forecasts, yield estimates, profitability calculations, savings assumptions, and gas, energy, wastewater or emission values, FlexBio shall only be liable for the professional processing of the data and assumptions provided by the customer or third parties. No liability is assumed if the planning bases change or subsequently prove to be inaccurate, incomplete or unrepresentative.
- 10.5 Insofar as FlexBio's liability is excluded or limited, this shall also apply to the personal liability of FlexBio's legal representatives, employees, staff, vicarious agents and other persons engaged by it.

11. Retention of title

- 11.1 FlexBio retains title to delivery items until full receipt of all payments under the respective contract. This also applies to delivery items that are installed as partial components into existing or newly constructed plants, insofar as legally permissible.
- 11.2 The customer shall notify FlexBio in writing without undue delay of any third-party access, in particular enforcement measures, attachments and other impairments of title. The customer shall reimburse FlexBio for all damages and costs arising from a culpable breach of this obligation.
- 11.3 If the customer fails to meet its payment obligation despite a reminder, FlexBio may demand the return of the delivery items still owned by FlexBio in accordance with statutory provisions. The customer shall bear transport, dismantling, storage and realisation costs. In the case of realisation, the proceeds, less reasonable realisation costs, shall be credited against FlexBio's claims.

12. Software, usage rights, updates and customer-specific adaptations

- 12.1 Insofar as the scope of delivery includes software, control programs, PLC programs, visualisations, data structures, interfaces, parameterisations, user interfaces, scripts, evaluations or other digital components, the customer shall receive a simple, non-exclusive, non-transferable right of use for the intended use on the delivery item designated for that purpose. All further rights remain with FlexBio or the respective rights holder.
- 12.2 The customer may reproduce, edit, translate or modify software only to the extent legally permissible. Manufacturer information, copyright notices, intellectual-property notices, version notes and technical protective measures may not be removed or altered without prior written consent of FlexBio. Sub-licensing, transfer to third parties and use on other plants or systems are not permitted, unless expressly agreed in writing.
- 12.3 FlexBio is not obliged to provide updates, upgrades, patches, new versions, functional changes, security updates or other further developments for programs developed or adapted

by FlexBio, unless expressly agreed in writing or unless mandatory statutory rights regarding defects require otherwise.

- 12.4 Software updates, upgrades, patches, adaptations, extensions and implementations are subject to charges. This also applies to updates or adaptations that, in FlexBio's view, are necessary or expedient for the safe, proper, efficient or long-term continued operation of the plant, insofar as the cause does not lie in a defect attributable to FlexBio that was already present at the time of passing of risk or acceptance.
- 12.5 Customer-specific software adaptations, customer-specific parameterisations, interface adaptations, extensions, changes to visualisations and updates or adaptations thereto are always subject to separate charges, unless expressly included in the agreed scope of supply and services.
- 12.6 The price for software updates, customer-specific adaptations and related services consists in particular of development, engineering, parameterisation, implementation, documentation, travel, commissioning, test and inspection costs. Required test runs, repeat checks and on-site assignments are charged separately on a time-and-materials basis.
- 12.7 FlexBio does not warrant that software will operate free of defects under all conceivable operating, system, network, interface, IT security or combined conditions. The customer is responsible for suitable data back-up, IT security, access protection, system environment, network quality, power supply and compliance with the technical specifications.
- 12.8 Changes to the customer's environment, external interfaces, operating systems, network architecture, IT security requirements, statutory or technical framework conditions, and changes by third parties may give rise to adaptation requirements. Such adaptations shall be remunerated separately, insofar as FlexBio is not responsible for their cause.

13. Responsibilities, duties to cooperate and on-site services of the customer

- 13.1 The customer is responsible for ensuring that ordered equipment, components, plants and software can be installed or integrated into its plant, infrastructure, operational processes, IT environment and permit situation. The customer remains obliged to accept and pay for ordered services if installation or operation fails or is delayed for reasons not attributable to FlexBio.
- 13.2 The customer is responsible for grid quality, grid security, media quality, operating materials, auxiliary materials, on-site interfaces, accessibility, site conditions, permits and the accuracy of the data it provides. In particular, the customer shall specify the operating current it makes available, what electricity or gas feed-in is possible, and what technical particularities exist regarding its energy supplier, grid operator or site.
- 13.3 The following on-site services are not included in the scope of delivery unless expressly listed in writing: earthworks, masonry, foundation, roofing, chiselling, core-drilling, plastering, sealing and painting work, fire-protection measures, internal and external lightning protection, official acceptance inspections, permits and all other services not expressly listed.
- 13.4 Dimensions, weights and performance specifications may change due to technical developments, optimisations, design adaptations or changed project bases, provided that the contractually agreed function is materially retained and the change is reasonable for the customer.
- 13.5 Access routes to the site of operation and the standing area for the crane shall be prepared on site such that they withstand the standard traffic loads for heavy-load vehicles in accordance with DIN 1072 (SLW 60). FlexBio assumes no liability for damage to access routes or crane standing areas, insofar as FlexBio is not responsible for the damage.
- 13.6 In the case of on-site installation interruptions, lack of accessibility, incomplete preceding work, missing permits, missing media, unsuitable operating materials, insufficient storage areas or other delays attributable to the customer, the additional costs incurred by FlexBio for travel to and from the site, catering, accommodation, waiting times, scheduling, organisation, remobilisation and additional expenses shall be charged separately.
- 13.7 For smooth installation, the customer shall provide in good time and free of charge: electricity 400 VAC 32 A and 230 VAC 16 A, water, sufficient covered storage and installation space, the

required scaffolding, scaffold walkways, work platforms, forklift trucks, paved access to and around the installation site, generally good accessibility of the construction site, and use of sanitary facilities and changing rooms by the installation personnel.

- 13.8 The customer shall make available on site and in suitable quality all operating and auxiliary materials required for commissioning, trial operation and ongoing operation, in particular antifreeze mixture, oil and all other media, in accordance with FlexBio's specifications and the specifications of the respective manufacturers. This also applies to the initial commissioning.
- 13.9 Preparatory work, in particular earthworks, foundation, construction, scaffolding, media, electrical, piping and access-route works, must be completed in good time. Foundations must be fully dry and cured. The customer shall bear the costs and delays caused by missing or defective preparatory work.

14. Planning and engineering services

- 14.1 Planning and engineering services are provided exclusively in accordance with the scope of supply and services defined in the quotation. Services beyond this require a separate written agreement and shall be remunerated additionally.
- 14.2 The planning and engineering services offered are valid for a maximum period of twelve months from the date of the order and receipt of the full agreed advance payment. After expiry of this period, FlexBio is entitled to suspend the work and/or to demand an adjustment of the schedule and remuneration.
- 14.3 The customer shall provide all required information, decisions, permits, data, existing-conditions documentation, interface specifications, releases and other documents in good time, in full and accurately. If the customer delays the provision of necessary information, the review or release of documents, or other steps relevant to the progress of the project, FlexBio is entitled to adjust deadlines and to invoice additional costs for waiting times, additional work, replanning or remobilisation.
- 14.4 In the event of delays of more than 30 days caused by the customer or by third parties engaged by it, FlexBio may temporarily suspend the services. Resumption of the work requires written coordination and may give rise to additional costs.
- 14.5 Changes to the project scope, interfaces, local conditions, the data basis or to statutory or technical requirements that are not part of the original quotation shall be treated as a change order and may affect price, deadlines and scope of services.
- 14.6 All plans, drawings, models, calculations and technical statements are based on the assumptions, data and framework conditions available at the time of preparation. If these bases change, an update may become necessary, which shall be remunerated separately.
- 14.7 The offered price for planning presupposes continuous project progress. In the case of customer-related interruptions or delays that exceed the agreed schedule, FlexBio reserves the right to demand a contract or price adjustment, to charge stand-by or remobilisation costs, or to submit an updated quotation for the remaining work.
- 14.8 FlexBio is not obliged to maintain planning capacities indefinitely. If the planning phase cannot be completed within the twelve-month period due to customer delays, FlexBio is entitled to terminate the planning services for good cause and to invoice the services rendered up to that point.

15. Limitation period

- 15.1 Unless otherwise provided in these terms and conditions and to the extent legally permissible, claims against FlexBio shall become time-barred within one year from the statutory commencement of the limitation period.
- 15.2 This does not apply to claims for injury to life, body or health, to claims based on intentional or grossly negligent conduct, to claims under the Product Liability Act, to fraudulently concealed defects, or to claims for which mandatory statutory longer limitation periods apply, in particular where Section 438(1) No. 2 BGB or Section 634a(1) No. 2 BGB applies on a mandatory basis.

16. Place of jurisdiction

- 16.1 The place of jurisdiction shall, to the extent permissible, be Göttingen. FlexBio is, however, also entitled to sue the customer at its general place of jurisdiction.

17. Final provision, applicable law and severability clause

- 17.1 The contractual relationships between the parties are governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 17.2 The customer is not entitled to assign claims arising from the contract without the prior written consent of FlexBio, unless otherwise mandated by law.
- 17.3 Should any provision of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. The statutory provisions shall apply in place of the invalid or unenforceable provision. The parties shall, where necessary, agree on an effective provision that comes as close as possible to the economic purpose of the invalid provision.
- 17.4 Amendments and supplements to the contract require written form, unless a stricter form is required by law. This also applies to any amendment of this written-form requirement. Prevailing individual agreements remain unaffected.