

General Terms and Conditions of INOSIM Consulting GmbH

1. General, scope and order of precedence
 - 1.1 These General Terms and Conditions (hereinafter "GTC") and the applicable service price list apply to all process engineering services of INOSIM Consulting GmbH, Joseph-von-Fraunhofer-Str. 20, 44227 Dortmund, in relation to business clients who are merchants, entrepreneurs (§ 14 BGB), bodies under public law or legal persons under public law.
 - 1.2 In the following, INOSIM Consulting GmbH is referred to as "INOSIM", the client of process engineering services is referred to as "Customer" and both together as "the parties".
 - 1.3 "Services" within the meaning of point 1. 1 of these Conditions include in particular:
 - i. Process analysis in the areas of production, supply chain & logistics, and research & development;
 - ii. Plant design and optimization;
 - iii. Process development and further development of process engineering production;
 - iv. Analysis of maintenance management;
 - v. Analyses and developments in the field of energy and resource management;
 - vi. Consulting as support services;
 - vii. Training courses on products of INOSIM Software GmbH .
 - 1.4 Unless otherwise agreed, these Terms and Conditions apply exclusively. Conflicting and/or supplementary terms and conditions – in particular the General Terms and Conditions of the Customer – are hereby expressly rejected. These do not apply, even if the customer has pointed them out and INOSIM has not explicitly objected to such conditions at a later date.
2. Offers, conclusion of contracts and intellectual property rights
 - 2.1 The offers of INOSIM are non-binding, unless the parties agree otherwise in writing. Drawings, illustrations, descriptions or other performance specifications or data are only binding if INOSIM refers to the binding nature or if the parties expressly agree to such a binding nature.
 - 2.2 INOSIM may accept an offer from the customer within four weeks. Service or order orders received by INOSIM shall be regarded as an offer of the customer for the conclusion of the contract. A contract is only concluded when INOSIM confirms such an order from the customer or begins to perform the services. In order to be effective, ancillary agreements, assurances and other arrangements made before or at the time of the award of the contract must be in writing.
 - 2.3 Insofar as INOSIM prepares and/or makes available drawings, concepts, plans, reports, setups, calculations, suggestions, test programs, presentations, models, illustrations, texts, slides,

videos, sketches, trademarks, graphics, layouts, illustrations and other designs (collectively referred to as "Materials") for the Customer in connection with the initiation of the contract, these shall remain the intellectual property of INOSIM. The customer receives only a simple right of use limited in time to the duration of the contract or the purpose of the contract. Any duplication, use, publication, editing, forwarding or other use of these materials is only permitted with the express written consent (prior consent) of INOSIM. If a contract is not concluded, the customer is obliged to return these materials and to permanently destroy any duplications thereof. The services of INOSIM in the context of precontractual obligations also take place under these GTC.

3. Scope and performance of the contract

- 3.1 Unless otherwise agreed in writing, INOSIM renders services exclusively on the basis of the respective offer or contract in connection with these General Terms and Conditions. This also applies to precontractual obligations. If the contract is concluded, the customer commissions INOSIM for a fee in accordance with these GTC. The regulations of the concluded contracts take precedence over these GTC. In case of doubt, INOSIM's offer and/or order confirmation are decisive for the content of the contract
- 3.2 Unless the parties have agreed otherwise, INOSIM shall provide the agreed services on working days Monday to Friday from 9 a. m. to 5 p. m. Exceptions are public holidays in the state of North Rhine-Westphalia, Germany, and 24 and 31 December. INOSIM will always perform the commissioned services while safeguarding the interests of the customer, with the care required in traffic and in accordance with the individual order-related instructions of the customer.
- 3.3 Performance dates and deadlines are only binding if the parties have agreed them in writing as binding.
- 3.4 INOSIM personnel are not integrated into the customer's business. INOSIM personnel shall be subject exclusively to the authority of INOSIM to receive instructions under labour law. INOSIM is free to choose and allocate its own staff and their hours, scope and sequence of activities as well as holiday periods. There is no binding on the customer's working hours. INOSIM may replace its own personnel employed for the provision of services by suitable other personnel at any time, insofar as this does not result in fundamental changes and the purpose of the contract is not impaired significantly. The customer may communicate order-related specifications to the respective project management or a superior of INOSIM. In the case of on-site activities at the customer's locations, INOSIM will take into account office and factory opening hours and will coordinate appointments with the customer.
- 3.5 INOSIM is entitled, at its own discretion, to carry out the activities also online via video communication or via a remote access. In such a case, the parties shall agree and establish secure access by mutual agreement.
- 3.6 INOSIM may use subcontractors to perform services of its own choice. The transfer of services to subcontractors is notified to the customer in advance. The customer may object to the use of a subcontractor within a reasonable period of time. The customer will only exercise such an objection if there is an important reason. If there is no objection, the consent to the use is deemed to have been given.

- 3.7 The customer's right to perform the contracted service is nontransferable.
- 4. Obligations of the Customer
 - 4.1 The customer is obliged to notify INOSIM of all order-related instructions in writing with a reasonable time in advance. INOSIM will only deviate from such instructions if they violate INOSIM's legitimate interests or if INOSIM is entitled to assume under the circumstances that the customer would approve the deviation with knowledge of the facts.
 - 4.2 The customer will support INOSIM in the implementation of the services. These cooperation obligations are essential contractual obligations of the customer for the purpose of the contract. The customer shall fulfil the obligations of cooperation specified in the offer and/or contract or during the cooperation free of charge, on time and in accordance with the agreement.
 - 4.3 The customer provides INOSIM with the working environment required for the provision of services and specified by INOSIM. The working environment may include resources, information and documentation as well as appropriate infrastructure including office space, data and telecommunications facilities, and remote access to software and IT systems.
 - 4.4 The customer appoints INOSIM at least one person (with a representative) who coordinates the cooperation and has decision-making authority. The client will release its own employees from other activities for jointly planned consultations, analyses, or training. Required approvals, decisions, tests, data takeovers, etc. will be provided by the customer on time.
 - 4.5 The customer shall grant INOSIM the rights of use required for the execution of the order in good time in advance. The customer may only transfer to INOSIM such materials or software for the purpose of performance of services to which he himself has the necessary rights. Unless the parties have agreed otherwise, the customer shall in principle procure third-party products (in particular hardware and software) necessary for the proper provision of services by INOSIM itself.
 - 4.6 INOSIM is only obliged to comply with a bindingly agreed performance period if the customer has fulfilled the agreed obligations of cooperation for the performance of the service. If the customer breaches its obligations to cooperate, the parties will agree on new service dates taking into account INOSIM's resource planning. If the customer is responsible for the violation of obligations of cooperation, he is obliged to INOSIM to compensate for the resulting disadvantages and additional costs. INOSIM shall request the customer in writing and by setting a reasonable deadline to make up or improve the obligation to cooperate. If this deadline expires unsuccessfully, INOSIM is entitled to terminate the contract exceptionally without observing a deadline. The assertion of further rights to which INOSIM is entitled remains unaffected by INOSIM.
 - 4.7 Data backup is the sole responsibility of the customer.
- 5. Change management / Change requests
 - 5.1 During the term of an order and/or contract, the parties may propose in writing amendments or additions to the contractually agreed services, dates and methods (hereinafter referred to as "change requests").

- 5.2 INOSIM checks a change request of the customer within 10 days of receipt for feasibility, time effects, and costs. The customer shall accept or reject the result of the change request check in writing within five working days. The change request of the customer extends the service time to an appropriate extent. The customer shall pay for the review of a change request submitted by the customer due to the currently valid service price list according to the time spent.
- 5.3 If INOSIM requests a change request, the customer shall inform us in writing within 10 days whether he agrees to it. INOSIM may change the design, structure and form of the agreed services without a change request, insofar as this does not result in fundamental changes and the purpose of the contract is only impaired to a minor extent.
- 5.4 Pending agreement on a change request, INOSIM is entitled and obliged to provide the services according to the existing order and/or contract.
6. Remuneration and reimbursement of expenses
- 6.1 INOSIM receives for each commissioned service or other commissioned activities the remuneration previously agreed between the parties. The agreed remuneration shall only be regarded as a fixed or flatrate fee if it is expressly stated as such in writing. Unless otherwise agreed, the remuneration for INOSIM's services is based on the current service price list. The service price list will be sent to the customer upon request. The remuneration always applies in addition to the applicable statutory VAT and any other applicable taxes or duties
- 6.2 Payment for agreed support services is made in monthly lump sums, which are due for payment every calendar quarter in advance without deduction.
- 6.3 If the parties have agreed that INOSIM will provide the services later than four months after the conclusion of the contract, the customer bears the risk of any interim price increases and/or increases in the statutory VAT. The same applies if the service is provided later than four months after the conclusion of the contract for reasons for which the customer is responsible.
- 6.3 Any additional costs or costs for travel, travel times, overnight stays, expenses, room and other rental costs, food, and/or other expenses shall always be paid separately to INOSIM according to the actual expenses incurred. Travel times are service times. In the case of rail or air travel, the customer shall reimburse the actual cost of the ticket or flight upon proof. For journeys by car, the customer pays EUR 0.75 per kilometre driven. The calculation of distance and travel time is carried out from the headquarters of INOSIM
- 6.4 Invoices are due for payment after invoicing and must be paid without deduction within fourteen (14) days after invoice date or as agreed.
- 6.5 In the case of cross-border deliveries or services, the handling of import or export is the sole responsibility of the customer, unless the parties have agreed otherwise. The customer shall bear any duties, fees, and other charges.
- 6.6 A setoff or retention against claims of INOSIM is only permissible with due counterclaims, which are not opposed by an objection. The customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

7. Reservation of title / reservation of license
 - 7.1 If INOSIM delivers products (e. g., software) to the customer on the basis of a contractual agreement, the products remain the property of INOSIM until full payment of the due remuneration.
 - 7.2 The right to use a software only arises upon full payment of the underlying license fees by the customer (license reservation). In the event of a delay in payment by the customer, the granted right of use shall cease.
 - 7.3 In the event of a seizure, confiscation, or other disposition of third parties, the customer is obliged to point out the ownership of INOSIM without delay. Furthermore, the customer is obliged to inform INOSIM immediately in writing of the seizure or access.
8. Transfer and delivery of services
 - 8.1 The risk of accidental loss passes to the customer upon delivery to personnel commissioned by the customer.
 - 8.2 The statutory provisions apply to all services available for acceptance. Training, consulting, support, service, and support are not eligible for acceptance. They are deemed to have been completed.
 - 8.4 The customer has to examine services, materials, and/or documents without delay and to report any defects in writing without delay. § 377 HGB (Germany) applies accordingly.
9. Property rights
 - 9.1 If INOSIM's services result in inventions, materials, software, or other intellectual property rights, INOSIM shall retain the exclusive rights of use and exploitation thereof, unless the parties have agreed otherwise. In this case, the customer receives a simple right of use limited to the purpose of the order. The same applies to protected services that INOSIM makes available to the customer for the execution of the order.
 - 9.2 Should a third party assert rights against one of the parties in relation to performance results, materials, software, or other protected works, the parties shall inform each other thereof and/or disclose to each other all information available to them regarding the transaction.
 - 9.3 INOSIM is not liable for the infringement of industrial property rights if such infringement is due to changes in the performance results, materials, or documents for which INOSIM is not responsible. The same applies to infringements of intellectual property rights that result from a non-contractual use.
10. Data protection and confidentiality
 - 10.1 The parties shall comply with the relevant data protection regulations. To the extent necessary, the parties will conclude an appropriate data protection agreement and agree to comply with certain technical and organisational measures for data security. INOSIM will always protect the integrity and confidentiality of the personal data entrusted by the customer to INOSIM for the execution of the order.

- 10.2 In order to carry out the contract, the parties shall exchange business secrets. The parties undertake to treat in strict confidence all business secrets which come to their knowledge orally, in writing or in any other way in connection with their activities. They shall not use, acquire or pass on to third parties or disclose or make public these without the prior written consent of the respective disclosing party. This obligation shall apply irrespectively of whether the business secrets are marked as confidential or not. The obligation implies that the receiving party maintains the strictest confidentiality vis-à-vis third parties as well as authorities.
- 10.3 As for INOSIM, the above obligation of secrecy relates to the following inventoried business secrets, which INOSIM classifies as top secret: Concepts incl. the hardware and software used, user identifiers, customer and supplier data (name, address, communication data, etc.), know-how (especially on simulation, analysis, manufacturing or production processes), inventions, copyrighted works, scientific findings, information on strategies, specifications, samples, designs or design drawings, technical arrangements (e. g., of components or machines), type-specific devices, tools, measuring instruments, measuring devices, recipes, chemical formulas, documentation on technical processes, models, test protocols, operation of plant, sales or sales data, sales plans, offers, discounts, prices and price lists, purchase prices, sales prices, calculations, information on liquidity, information on order status or orders.
- 10.4 In order to guarantee the confidentiality of the above-mentioned business secrets, INOSIM uses appropriate technical and organisational measures according to the state of the art to prevent unauthorized or unlawful use or disclosure, accidental loss, accidental destruction, or damage (confidentiality).
- 10.5 The parties are prohibited from observing, investigating, dismantling, or testing the trade secrets specified in each case (reverse-engineering). In particular, they shall refrain from taking such actions in order to obtain or derive information about the trade secrets of the other party or to produce or cause to be produced similar or identical products or services.
- 10.6 The parties shall use the business secrets disclosed in each case exclusively for the execution of the agreed order and shall disclose within their company only to the management and such persons who:
- i. are responsible as staff for carrying out the agreed activities and are obliged to secrecy by contract of employment or other contractual obligations,
 - ii. are under a professional obligation of secrecy (e. g., lawyers, tax consultants, auditors, corporate data protection officers) or
 - iii. are involved as subcontractors in the execution of the contract and are obliged to maintain confidentiality in writing to the same extent.
- 10.7 The parties shall use the disclosed business secrets exclusively for the performance of the contract and not for other purposes, in particular for competition purposes.
- 10.8 Confidentiality shall be limited to business secrets which are
- i. already publicly known or which become publicly known in the course of the contract without the receiving party being responsible for doing so;

- ii. already known to the receiving party or which become known without violating the non-disclosure agreement, legal regulations or official orders.
- 10.9 The obligations under this section shall continue until the expiration of five (5) years after the termination of the contract.
11. Liability
- 11.1 INOSIM is always liable in full for personal injury (injury to life, body, and health) as well as for damage caused intentionally or with gross negligence and in case of liability according to the Product Liability Act. This also includes unlimited liability for fraudulently concealed defects or the absence of a quality for which INOSIM has assumed a guarantee.
- 11.2 In all other cases of slightly negligent breach of an essential contractual obligation, INOSIM's liability is always limited to the foreseeable, typically occurring damage. Essential contractual obligations are obligations the fulfilment of which only enables the proper execution of the contract and the observance of which the customer may regularly rely. There is no further liability.
- 11.3 Otherwise, liability for simple negligence is excluded. This applies in particular to liability for consequential and indirect damages such as lost profits, damages due to business interruption, or lack of savings.
- 11.4 If INOSIM is obliged by a separate agreement to pay the customer a contractual penalty or similar lump sum damages, these payment obligations shall be set off against any damages.
- 11.5 INOSIM is only liable for data loss or damage caused by malicious programs (viruses, worms, Trojans, etc.) insofar as INOSIM has not complied with reasonable industry-standard precautions. Moreover, liability is in any case limited to the recovery effort that would have occurred if the customer had taken proper data backup measures.
- 11.7 The customer is obliged to report and complain immediately in writing about damages, losses, and defects.
- 11.8 Except in the cases referred to in Section 11. 1 above (Section 309 No. 7 BGB, Germany), claims for defects or for damages, regardless of the legal grounds, expire one (1) year after the commencement of the statutory limitation period.
- 11.9 The above liability regulations also apply to employees, legal representatives, bodies, or vicarious agents of INOSIM.
- 11.10 Neither party shall be liable for any failure to perform or delay in performance caused by: acts of war or hostility, sabotage, natural disasters; pandemics and pandemic-related consequences or restrictions; unreasonable power, telecommunications and Internet failures; governmental or official restrictions (including refusal or revocation of export or other permits) or other events related to the withdraw from the party obliged to perform. The same shall apply if such circumstances occur with INOSIM's vicarious agent. In such a case, the period of service shall be extended to an appropriate extent. Both sides will endeavour to minimise the impact of such events and to take appropriate countermeasures.

12. Severability clause and reference permission
 - 12.1 Should any provision of the concluded order, contract or these General Terms and Conditions be or become invalid or contain a gap, the legal validity of the remaining provisions shall remain unaffected. In such a case, the parties undertake to adopt a legally effective provision which is as close as possible to the economic intent.
 - 12.2 INOSIM is entitled to publicly mention the activities of the Customer and the name and trademarks of the Customer in business transactions as a reference, in particular for advertising purposes, to publicly report on them, e. g., in press releases, flyers, newsletters, lectures, platforms, social media and pages on the Internet (e. g., home page, blog, etc.).
13. Written form, applicable law and place of jurisdiction
 - 13.1 Additional agreements, assurances, and other agreements made before or at the time of placing an order, as well as subsequent amendments, additions, or the cancellation of a concluded order or contract, must be in writing in order to be effective. This also applies to a cancellation or amendment of this written form clause. This written form requirement does not apply to agreements which are made orally between the parties immediately after the conclusion of the contract. The parties will confirm oral agreements in writing without delay.
 - 13.2 An order concluded between INOSIM and the customer as well as the agreements concluded between INOSIM and the customer are subject to the law of the Federal Republic of Germany. The United Nations Sales Law (CISG – United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) is expressly excluded.
 - 13.3 The contract language is German. In the case of contractual documents (e. g., appointment, order) or other correspondence, the German language version shall always prevail.
 - 13.4 The place of performance for all services and the exclusive place of jurisdiction for all legal disputes arising out of or in connection with a contractual relationship between the parties is the registered office of INOSIM, unless the law stipulates otherwise.