

**General contractual terms  
for consulting, training work, and programming activities  
by valantic Supply Chain Excellence GmbH –  
hereafter referred to as valantic SCE  
(As of 04/29/2021)**

**§ 1 Scope**

1. The following terms apply to the client and valantic SCE for (a) all orders for consulting, training, and programming activities, as well as similar services and (b) contracts for work, if nothing further has been agreed upon in writing. Agreements that deviate from these terms, in particular the client's terms and conditions, are only applicable if valantic SCE has expressly agreed to them in writing.
2. The terms are only applicable to natural or legal persons or partnerships having legal capacity with whom a business relationship exists, who practice a commercial or independent commercial activity and are therefore businesspeople as defined by Section 14 of the German Civil Code (BGB).

**§ 2 Subject**

The subject is the activity agreed upon in the service contract, which is performed according to the principles of proper execution of work by qualified valantic SCE employees within the agreed time period. valantic SCE is free to choose the employees who will perform the service.

**§ 3 Scope of services**

The scope of work, approach, and type of services to be provided are stipulated in the service contract or contract for work. Changes, additions or extensions to the scope of work, approach, and type of results require specific written agreement (change request). valantic SCE is free to select the location where the services are performed.

**§ 4 Change request**

Additional requirements or changes to existing requirements during the term of the project that are not included in the description of services are to be treated as a legally separate process (change request). Change requests are made on the basis of a description of the modified or new scope of services in a simplified procedure by agreement by both contracting parties. These changes have no influence on the payment of services stipulated in the previously agreed contract.

**§ 5 Special obligations of valantic SCE**

valantic SCE is obliged to handle information about the client's operational and business secrets confidentially and on request from the client's employees, to sign a corresponding confidentiality agreement. When valantic SCE works with the client's IT systems, the industry standard security guidelines are to be used.

**§ 6 Client's duty to cooperate**

1. The client supports valantic SCE in the activities required to provide the service. In particular, the client will provide all the requirements in his area of work that are essential for carrying out the scope of work properly free of charge. These requirements include that the client
  - will provide the valantic SCE employees with all information required to carry out their tasks.
  - will provide access at all times to all the information that valantic SCE employees require for their work and will provide all the essential documentation;
  - will appoint a contact person who is available to the valantic SCE employees during the agreed period of work. The contact person is authorized to provide declarations that are required as intermediate decisions to continue the contract;
  - will provide adequate workspace for the valantic SCE employees and all the resources that they require for their work. The workspace must include the provision of a permanent network or WLAN connection and the availability of the Internet;
  - will ensure the availability of employees who have a good understanding of current processes and have the competence to take decisions on and implement new processes, in particular for the scope of project work;
  - will provide the required systems and administration in line with the valantic SCE hardware and software requirements;
  - will cooperate with the solution features to the extent stipulated by valantic SCE;
  - will adhere to the project milestones agreed in the project plan.
2. The full copyrights with all authorizations of all the programs, documents, methods, work results, concepts and other items produced by valantic SCE (hereafter referred to as services in Numbers 2 and 3) are assigned exclusively to valantic SCE, even if and to the extent to which these results have been produced with the cooperation and

specifications of the client. The authorization for use by the client is only for the client's own purposes, even after payment has been made. The client is given a non-transferable, non-exclusive right to use the services.

3. Other agreements on transferring the program and the right to use the services must be in written form. All infringements of valantic SCE's intellectual property rights will be subject to claims for damages.

**§ 7 Guarantee**

1. valantic SCE's service is considered to be complete when the documents (e.g. documentation, specifications and schedule etc.) produced as agreed are handed over and the special consulting services (workshops, training sessions, presentations, software installations etc.) are completed. For programmed software, this applies upon its handover. For cloud-based software, a jointly defined go-live date will be agreed upon, which counts as the time of service provision; with the go-live, the software counts as accepted.
2. The client must inform valantic SCE of defects in writing and request that they are resolved.
3. valantic SCE does not guarantee that the specific consulting results will occur in the client's organizational processes.
4. valantic SCE provides programmed software without defects that cancel out or significantly reduce its value or suitable for use according to the contract. valantic SCE provides the programmed software free of the rights of third parties, which cancel out or significantly reduce its use in accordance with the contract.
5. valantic SCE is obliged, for the duration of 12 months, to eliminate defects that occur as per Number 4 insofar as these are communicated immediately in writing. The notice period begins with delivery. Furthermore, valantic SCE always provides no guarantee if the client or third party changes the programmed software or parts of it without the permission of valantic SCE.
6. valantic SCE is obliged to begin to eliminate defects pointed out by the client according to Number 4 in the programmed software within a period of three weeks after receipt of a defect notice and to complete them in a reasonable time. The elimination of the errors is done at the option of valantic SCE and depending on the significance of the defect either by delivering an improved version of the software, by changing the software or through instructions to eliminate or work around the effects of the error, insofar as any possible impairments of use are slight.

**§ 8 Liability**

1. valantic SCE excludes liability for slightly negligent infringements of obligations as long as these do not relate to key contractual obligations, damages from injury to life, limb or health or guarantees, or relate to claims arising from the German Product Liability Act.
2. If valantic SCE is liable as per Number 1 for the infringement of a key contractual obligation without gross negligence or deliberate acts, the liability is limited to the damages that valantic SCE could reasonably expect in the circumstances known at the time the contract was signed.
3. The liability restriction as per Number 2 also applies to damages caused by gross negligence or deliberate acts by employees or agents of valantic SCE or those instructed by them, who are not directors or senior managers.
4. In cases of Numbers 2 and 3, valantic SCE is not liable for indirect damages, consequential damages resulting from a defect, or lost profits.
5. With regard to the operational effects on the client, the typical expected damages will not under any circumstances exceed a total of €100,000.
6. The liability restrictions as per Numbers 1 to 5 apply as appropriate to, and even benefit, the employees of valantic SCE and those instructed by them.
7. Claims for damages by the client resulting from a defect lapse one year after the service has been provided. This does not apply if valantic SCE is accused of bad faith.

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**§ 9 Acts of God**

Acts of God that make the services by valantic SCE more difficult or impossible enable valantic SCE to delay fulfilling their obligations for the duration of the hindrance and appropriate start-up period. Strikes, lock-outs, and similar circumstances, as long as they are unpredictable, serious and through no fault of one's own, are equal to acts of God. valantic SCE will inform the client without delay if such an event occurs.

**§ 10 Contractual term and termination**

1. The contract ceases at the end of the agreed term.
2. However, either party may terminate the contract in writing in advance with a notice period of two weeks. This also applies if no specific term is specified in the contract.
3. If the client exercises his right to terminate the contract in line with Number 2, valantic SCE's remuneration will be as follows:
  - 3.1 For a contract with no fixed term, the services provided up to the date when the normal termination comes into effect are to be paid for in line with the agreed rates.
  - 3.2 For contracts with a stipulated term where ordinary termination occurs, the services provided until termination are to be paid for at the agreed rates. For services that are no longer to be provided after the termination, a charge of 20% of the outstanding remuneration will be made unless valantic SCE can provide specific evidence of higher damages.

**§ 11 Engagement of the contractual partner's employees**

1. The client and associated companies and valantic SCE (the contractual partner) will not engage employees or former employees of the respective other contractual partner who are or have been active in connection with the execution of the tasks specified in the contract before a period of 12 months after completion of the collaboration – neither as an employee nor as a freelancer, directly or indirectly.
2. If one of the contractual partners engages employees or former employees of the other contractual partner as an employee or freelancer, directly or indirectly anyway, then he will pay the respective other contractual partner 50% of the gross payments and benefits that the engaged employee has received in the last 12 months of his or her engagement at the respective other contractual partner.

**§ 12 Payment terms**

There are two options for paying for the services that are clearly defined in valantic SCE service contracts:

1. For remuneration of expenses as incurred: valantic SCE will invoice its services on the basis of the number of effective project hours provided. The basis for this is the agreed-upon consulting rate, which is based on 8 hours/day. The consulting charges are invoiced monthly as incurred, if nothing further has been agreed.
2. For fixed-price remuneration of expenses: The scope of services defined in the contract is provided by valantic SCE at the fixed price stipulated in the contract, no matter the number of consulting days required. The invoicing for separate partial amounts is done by agreement and for completed work packages defined in advance.

The service agreement controls the extent to which subsidiary costs are included in the fixed price.

Remuneration for the work contract in question will be agreed upon separately. Insofar as it does not include a regulation, valantic SCE will invoice as incurred.

**§ 13 Subsidiary costs**

1. Travel time  
Travel time is charged per hour in proportion to 50% of the consultant's daily rate (basis: 8 hours/day).
2. Daily expenses and back office charges  
Daily expenses are charged at €50 for work in Germany and €80 for work in other countries. This sum includes an allowance for back office costs.
3. Travel expenses  
Journeys with rental cars, planes, trains or taxis are charged as incurred. Car journeys are charged at €0.60/km. The choice of airline, booking class and travel method is decided by valantic SCE. Travel

expenses are invoiced on the basis of the actual place of departure and arrival of the employee concerned.

4. Overnight expenses  
Overnight expenses (including breakfast) are charged as incurred or in line with the top tax rates. valantic SCE is free to choose the type of hotel and category.
5. Other expenses  
Other travel expenses and travel subsidiary costs are charged as incurred
6. Weekend, holiday, and night surcharges  
For activities on Saturdays, an additional 50% surcharge will be charged (100% on Sundays and public holidays). On all days in the time between 9:00 PM and 6:00 AM, there will be a 50% surcharge on the daily, if necessary increased, rate in question.
7. Subsidiary costs for non-chargeable days  
If individual days are provided without charge, Numbers 2, 3, 4 and 5 still apply. For flat-rate subsidiary costs the daily rate applicable in Section 12 is used as the basis for invoicing.
8. Costs for bridging days  
For employees who are working on a project abroad and who cannot work on this project due to an event for which valantic SCE is not responsible (e.g. software updates), Numbers 2 and 4 also apply for these days. For flat-rate subsidiary costs the daily rate applicable in Section 12 is used as the basis for invoicing. The days are also invoiced at 50% of the agreed-upon daily rate.
9. Last-minute cancellation of project days  
If project days (e.g. workshop days) are canceled by the client within five working days, the project days lost are invoiced at the full daily rate plus travel costs that cannot be canceled and cancellation costs for the planned employees.
10. Costs for project management software  
The client assumes the costs for project management software such as Jira and Confluence, which is required to perform and coordinate the services, or provides sufficient access to client-side project management software to valantic SCE.

**§ 14 Validity**

Remuneration is increased once a year according to the real and nominal wage index of the German Federal Statistics Office J62 (average gross monthly earnings of full-time employee in Germany for the industry provision of information technology services).

**§ 15 Due date**

All invoices are due within 30 days of the invoice date. No cash discounts are granted. After 30 days have passed, valantic SCE invoices interest of 5% above the discount rate of the German Central Bank in case of non-payment.

**§ 16 Value Added Tax**

Remuneration, subsidiary costs and all other invoiced sums (e.g. travel expenses, other expenses etc.) are stated in net terms. The statutory applicable value added tax must be paid.

**§ 17 Final provisions**

1. The law of the Federal Republic of Germany applies exclusively. The provisions of UN purchasing law (CISG) are not applicable.
2. If individual provisions in the General Contract Terms are or become invalid in part or in full, this does not affect the validity of the other provisions. The parties are obliged to replace the provisions that are invalid in full or in part with regulations whose economic result comes as close as possible to the invalid ones.
3. Changes and additions to the contract must be in written form and must be expressly marked as such.
4. If the client is a businessman, the court of jurisdiction for both parties is the one responsible for the headquarters of valantic SCE. In this case, valantic SCE is also entitled to start proceedings at the location of the client's branch or headquarters. -End of the General Contractual Terms-