

General Terms and Conditions

of oezpa GmbH

§ 1 General provisions/Scope

1. The following Terms and Conditions regulate the relationship between oezpa GmbH (hereinafter: oezpa) and the Client. These Terms and Conditions are exclusive; unless their validity has explicitly been agreed to by oezpa in writing, opposite conditions or conditions deviating from the Terms and Conditions of oezpa shall not be accepted by oezpa.
2. As provided by § 310 paragraph 1 BGB (German Civil Code) oezpa's Terms and Conditions are only valid in relation to companies.

§ 2 Subject Matter of the Agreement

1. The agreement shall become valid with the written confirmation of the assignment by the Customer.
2. Subject of the assignment is the service agreed upon, not a specific economic success. The assignment shall be executed according to the principles of proper exercise of a profession. oezpa shall be entitled to call in a third party for the execution of the assignment.

§ 3 Remuneration and Terms of Payment

1. Unless agreed otherwise in writing, travelling costs and other expenses, if appropriate and necessary to the execution of the assignment, shall be added to the fees stipulated in the agreement. Travelling expenses shall be invoiced on the basis of actuals. Air fare shall be invoiced in Europe on the basis of the economy class, for Overseas Business class, rail travel shall be reimbursed at the first class fare rate and car expenses at the rate of EUR 0, 50 per kilometre. Compensation for a travelling time of 1 hour for a single distance shall be included in the fee. Further travel time has to be considered separately.
2. If not stipulated, the agreed fee does not include the current legal VAT.
3. Unless agreed otherwise in writing, 50% percent of the fee agreed upon shall be due and payable within 14 days after placing the order; the remaining amount of 50 % shall immediately be due and payable upon receipt of invoice after termination of the assignment, unless otherwise agreed in individual cases.
4. Customers shall only be entitled to the right of set-off, if their counterclaims are legally binding, beyond controversy or accepted by oezpa. Moreover, Customers shall only be authorized to exercise their right of retention to the extent that their counterclaim has the same contractual basis.

§ 4 Cancellation/Termination of the Agreement

1. In accordance with § 2 item 1, the Customer enters a legally binding agreement when placing an order.
2. The Customer shall retain the right to cancel the agreement before execution of the performances agreed upon. Cancellation has to be executed in writing. The right to cancellation shall be valid provided that the obligation of the Customer to pay the following remuneration to oezpa shall be maintained. Receipt of the cancellation by oezpa shall be determining.
 - Up to 30 days before - 0 %
 - Up to 21 days before - 50 %
 - Up to 14 days before - 100 %

of the agreed fees. The Customer shall retain the right to prove that the adequate compensation is significantly lower than the flat rate amount. In addition to the above mentioned compensation, oezpa shall be entitled to the reimbursement of costs and expenses actually incurred.

3. In case the Customer should terminate the agreement after execution of the assignment has been started, oezpa shall be entitled to the agreed compensation of 100 % as well as to the reimbursement of the expenses actually incurred. Should the reasons for a premature termination of the agreement lie within the sphere of oezpa, the Customer shall give oezpa, prior to cancellation of the agreement, ample opportunity to fulfil the agreement or to perform the agreement at a later date and grant oezpa an adequate time limit to this purpose. Should oezpa not comply or not adequately comply with this request, the Customer shall be entitled to terminate the agreement prematurely and extraordinarily after reasonable notice.

§ 5 Confidentiality

1. Unless the Customer has explicitly relieved oezpa of their obligation in an individual case, oezpa shall maintain strict confidentiality about all information, which may come to their knowledge, especially corporate and business secrets, even after termination of the contract.
2. oezpa shall pledge their employees to secrecy.
3. oezpa shall be allowed to include the name of the Customer in a reference list.

§ 6 Liability

1. oezpa shall be liable for damages for which they are responsible within the scope of the insurance, especially of a business liability insurance, which they have taken out.
2. The liability amount shall be limited per case to EUR 2 millions for damages to persons and property and property loss.
3. Pursuant to the legal requirements, oezpa shall be liable insofar as the Customer makes a claim for damages, which are based on premeditation or gross negligence, including premeditation or negligence on the part of oezpa's representatives or subcontractors. As far as oezpa can not be accused of deliberate breach of contract, the liability for damages shall be restricted to a predictable, typical damage. Pursuant to the legal requirements, oezpa shall be liable insofar as oezpa is guilty of violating an essential contractual obligation; in which case liability for damages shall be restricted to the predictable, typical damage occurred. Damages because of non-accidental harm to life, body or health shall remain unaffected; this stipulation shall equally be valid in case of mandatory liability pursuant to other legal provisions.
4. If not stipulated otherwise, oezpa's liability shall be precluded.
5. Customer liability claims against oezpa have to be notified to oezpa in writing within two months after termination of the assignment. In case the Customer does not comply with this obligation, he shall not be entitled to damages on the grounds of non-performance.

§ 7 Customer's Obligation to Cooperate

1. The Customer undertakes to provide oezpa free of charge with every support necessary, especially to provide in time all information necessary for the performance of the agreement and to create within the scope of their company all conditions necessary for a proper execution of the agreement.
2. Furthermore, on oezpa's request, the Customer undertakes to provide for adequate working conditions at the location; without explicit request, he shall provide oezpa with information on all documents, procedures and circumstances, which may be of importance for the execution of the agreement.

§ 8 Final Provisions

1. Secondary conditions have not been stipulated. Amendments and supplements to the agreement including to the General Terms and Conditions shall be executed in writing. This shall also apply to modifying the obligation of execution in writing.
2. In case the Customer is a business man, the place of jurisdiction shall be the current business location of oezpa, which is Ertstadt at present.
3. Should any of the provisions hereunder be entirely or partly void, this shall not affect the validity of the remaining part of the agreement. In this case, and in case the agreement should not provide for a specific regulation, the parties shall replace the ineffective conditions or existing omissions thereof by adequate regulations, which will be the closest to those required by the parties.