

General terms and conditions

Scope of services and execution of the work

The scope and objective of the services require written agreement between ENA GmbH and the client and are usually described in a written offer from ENA GmbH.

ENA GmbH shall carry out the work assigned to it with care and in accordance with the recognised rules of technology.

The start and end of the work will be determined by ENA GmbH together with the client. If the envisaged time schedule is exceeded, ENA GmbH will submit change proposals for an extension of the processing period in consultation with the client, stating the cause.

Remuneration and method of payment

When the order is placed, the amount of remuneration and, if applicable, a payment schedule shall be determined in writing. Either fixed prices or prices on a settlement basis with a fixed cost limit are agreed.

If it is foreseeable, particularly in the case of research and development projects, that the objective of the work cannot be achieved under the agreed conditions, ENA GmbH will notify the client immediately and submit proposals on how to proceed.

Unless expressly stated, the remuneration is always exclusive of value added tax at the respective statutory rate.

Terms of payment:

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- 15 % of the offer sum payable upon order confirmation
- 25 % after the design and planning phase (release for production)
- 50 % after preliminary acceptance
- 10 % after readiness for dispatch

Payments shall be made free of deductions and charges to the account of ENA GmbH designated in the invoice within 14 days after invoicing or according to the payment schedule (offer). In the event of late payment, interest shall be paid in the amount of the respective bank rates for overdraft facilities.

Offsetting against any counterclaims of the Client is only permissible if the counterclaim is undisputed and has been legally established.

Delivery conditions

The General Terms of Delivery for Products and Services of the Electrical Industry, the Terms of Delivery for Electrical Industrial Furnaces and the Terms of Business of ENA GmbH shall apply.

Rights of ownership and use

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The client acquires ownership and usage rights to the results of the order only after full payment of the agreed price.

If the client uses industrial property rights or know-how of ENA GmbH, he will pay ENA GmbH an appropriate remuneration.

In the event of legal or out-of-court disputes, such as the enforcement of recourse claims against third parties or for advertising purposes, the client may not use the results received from ENA GmbH as evidence or as advertising material without the latter's written consent.

Secrecy and publication

All information declared confidential by the client, in particular the results of the work carried out, will not be made accessible to third parties by ENA GmbH either during or after completion of the investigations, unless the client releases ENA GmbH in writing from the confidential treatment of certain information or this information has become generally known through the client or third parties. This obligation also applies accordingly for the client towards ENA GmbH.

Unless otherwise agreed, ENA GmbH may publish scientific findings of a fundamental nature in the form of an activity report, in the form of publications in scientific journals, etc. The client shall be informed of this. The client must be informed of this.

The publication of concrete results, which may affect the client's protection interests, may only be carried out by ENA GmbH in consultation with the client and with the client's written consent.

Contract termination

Both partners may terminate the concluded contract with one month's notice to the end of each quarter if no substantial progress has been made six months after the start of the work.

If the termination becomes effective, ENA GmbH will hand over the results developed up to the termination date to the client within six weeks. In this case, the client will pay the costs proven by ENA GmbH, which, taking into account the time required, may not exceed the sum specified in the payment plan.

Warranty and liability

The warranty of ENA GmbH is limited to the performance of the services agreed upon in writing as well as basically to 12 months after delivery of the results or 12 months from trial operation.

The place of warranty refers to a radius of action of 300 km around Magdeburg. In the case of warranty locations beyond this, the additional expenditure is to be borne by the client with

EUR 0.65 per kilometre driven.

Inadequate services will be rectified at the expense of ENA GmbH. If the rectification fails, the client can claim an appropriate reduction of the remuneration.

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Unless otherwise agreed in writing, further claims for damages due to non-fulfilment of part or all of the order, in particular due to damages from breach of contract by ENA GmbH, due to errors in the conclusion and execution of the contract, are excluded, unless these damages were caused with intent or gross negligence. Furthermore, liability for negligent damage in which no persons are injured is excluded.

Should liability for the aforementioned and similar damages be assumed by ENA GmbH, it will take out appropriate insurance at the expense of the client.

Notwithstanding any regulations to the contrary, ENA GmbH shall not be liable for indirect or consequential damages.

Copyright

All copyrights, in particular patents and inventions, which may be held by the Contractor in connection with the subject matter of the contract shall be governed as follows:

The research and development result shall be made available to the Client after completion of the project. The Client shall receive a non-exclusive right of use to the inventions created and to the industrial property rights applied for by the Contractor or granted to him in accordance with the terms of reference. If the Client uses this non-exclusive right of use, the Client shall reimburse the Contractor for a share of the costs for registration, maintenance and defence of the property rights to be agreed upon as well as the statutory employee compensation (max. 30 % of the proven costs).

Upon request, the Client shall receive, instead of the right pursuant to § 15 paragraph 2, an exclusive right of use, against payment, for the purpose of application on which his order is based, to the inventions created and to the industrial property rights applied for and granted by the Contractor in connection with the project. The request shall be made in writing to the Contractor no later than 3 months after notification of the invention. Exclusive rights of use shall be remunerated according to the value of the invention. The Contractor shall retain an unlimited non-exclusive right of use for his own purposes.

General

Amendments and supplements to these terms and conditions as well as ancillary agreements must be made in writing. A waiver of this formal requirement must also be in writing.

Should one of the terms and conditions be ineffective, the remaining points shall not be affected by this. The ineffective condition shall be replaced by a new one which comes as close as possible to the content and economic meaning of this condition. The same shall apply in the event that gaps exist or provisions require interpretation.

The respective legally valid contractual provisions drawn up in writing shall override any provisions of the General Terms and Conditions to the contrary.

Applicable law

All contractual relations shall be governed exclusively by the law of the Federal Republic of Germany.

The place of performance and jurisdiction is Magdeburg.