

# General Terms and Conditions

## ZweiPunkt GmbH for the Creation of Websites and Online Shops

### § 1 Validity

(1) All deliveries, services and offers from ZweiPunkt GmbH (hereinafter referred to as „Contractor“) are based exclusively on these General Terms and Conditions. These are an integral part of all contracts concluded by the Contractor with its contractual partners (hereinafter referred to as „customers“) for the deliveries or services offered by it. They will also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed upon again.

(2) If the Contractor provides services for making content accessible via the Internet, in particular by providing storage space for the Customer's Internet presence (hosting), its special terms and conditions for hosting will also apply. In the event of contradictions between these general terms and conditions and the special terms and conditions for hosting, the special terms and conditions for hosting will take precedence over the general terms and conditions.

(3) Terms and conditions of the Customer or third parties will not apply, even if the Contractor does not separately object to their application in individual cases. Even if the Contractor refers to a letter that contains or refers to the terms and conditions of the Customer or a third party, this will not constitute an agreement to the validity of those terms and conditions.

### § 2 Subject Matter of Contract

(1) The subject matter of the specific contract and the Contractor's remuneration derive from the underlying Quote from the Contractor or the contract concluded in writing by the contracting parties. Furthermore, during the course of the project, the Contractor will, based on the Customer's specifications, prepare a rough concept in which the content and scope of the services to be provided by the Contractor are defined as well as a project plan which, among other things, defines all deadlines. These also become subject matter of the contract upon approval by the customer.

(2) Unless otherwise agreed upon in an individual contract, the Customer will be responsible for setting up the website and / or online store on the World Wide Web and for making the website accessible via the Internet. The Contractor is neither obliged to host nor to procure an Internet domain. The provision of access to the Internet (access providing) is also not part of the service obligations of the Contractor.

### § 3 Project Phases

The successful implementation of the project by the Contractor requires intensive cooperation between the contracting parties, which takes place in various phases to ensure a structured project process. The number, the sequence of the individual phases and, if applicable, their order require an individual written agreement between the contracting parties.

### § 4 Project Management Performance Deadlines and Delays

(1) Immediately after conclusion of the contract, the parties will each appoint a project manager and a deputy. The project manager and their deputy will be the exclusive contact persons for the other contracting party for all questions concerning the project. The parties assure that the project manager they appoint as well as the deputy project manager are fully authorized to make all decisions concerning the project.

(2) The parties are permitted to replace the project manager and deputy appointed by them with other persons. The contracting party will be informed of any changes in text form (§126 b BGB) without delay. When making changes, both parties will ensure that no disruptions occur in the course of the project and that newly appointed persons have all the necessary information and expertise required for the smooth completion of the project.

(3) Binding dates and deadlines for the provision of services must be expressly agreed upon in writing. In the case of non-binding or approximate dates and deadlines (approx., about, etc.) ZweiPunkt will endeavor to comply with them to the best of its ability.

(4) A drop-dead date for is only deemed to exist if ZweiPunkt has expressly confirmed such a transaction in writing or if the legal prerequisites for delivery by a finite date are met.

(5) If ZweiPunkt is in delay of delivery, the Customer must first set ZweiPunkt a reasonable grace period of at least - unless unreasonable in the individual case - 14 days for completion. In no case will the Customer be entitled to claim damages, insofar as this is permitted by law. Any deviating provisions must be agreed upon in writing.

### § 5 Service Obligations of the Contractor

With regard to the Contractor's main contractual obligations ( §2 para. of these Terms and Conditions), ongoing consulting services for the Customer will be performed in accordance with §6 as follows, design services in accordance with §7 as follows, software programming in accordance with §8 as follows and the maintenance services in accordance with the §9 as follows.

### § 6 Consulting Services for the Client

((1) The Contractor undertakes to provide the Client with comprehensive advice on both the design options and the possible functionalities for the creation of its web presence and/or online shop. The same will apply to online marketing measures, depending on the specific subject matter of the contract. During the consultation, the Contractor will take into account which target groups are to be addressed by the web presence and which purposes the Client is pursuing with the web presence as a whole. The Contractor will inform the Client about the advantages and disadvantages of individual design and functional features, as well as about general knowledge which the Contractor has about the habits and needs of Internet users - e.g. with regard to load times and

the balance of texts and graphic elements or user compatibility. Creation of a design as the basis for web development is not automatically included in a contract for creation of a web presence and / or online shop and requires a separate offer and acceptance if the service is to be used.

(2) The Contractor is not required to have industry-specific knowledge. In particular, the Contractor is not obligated to obtain specific information about the habits and user behavior of the target groups of the web presence or the Client through surveys, studies or other means of market research.

### § 7 Service Changes by the Client

(1) If the Client wishes to change the contractually defined scope of the services to be provided by the Contractor, it will request this change from the Contractor in writing. The subsequent process will be governed by the following provisions. For requests for changes that can be assessed quickly and can probably be implemented in max. 8 working hours, the Contractor may dispense with the process defined in paragraphs 2 to 5.

(2) The Contractor will evaluate what effects the desired change will have, in particular regarding remuneration, additional work and deadlines. If the Contractor determines that that desired services cannot be performed or can only be performed with delays, they will inform the Client of this fact and that the full evaluation of the requested change(s) will lead to a initially indefinite delay to work in areas affected by the change(s). If the Client agrees to this postponement, the Contractor will carry out the evaluation of the requested change(s). The Client will be entitled to withdraw its request for change(s) at any time; the changes process will then be terminated.

(3) After reviewing the requested change(s) , the Contractor will explain to the Client the effects the requested change(s) will have on the agreements that have already been made. The explanation will contain either a detailed quote for the implementation of the requested change(s) or information about why the change(s) cannot be implemented.

(4) The contracting parties will immediately consult about the details in the quote for implementing the changes and as soon as they are in agreement add the details to the original contract as an amendment.

(5) If no agreement is reached or if the amendment procedure ends for any other reason, the original scope of services will remain unchanged. The same will apply in the event that the Client does not agree to a postponement of the services for the further performance of the test pursuant to Paragraph 2.

(6) The deadlines affected by implementing the change(s) will be postponed as necessary, taking into account the duration of the evaluation(s), the duration of the consulting process for implementation of the change(s) and, if applicable, the duration to implement the requested change(s) plus a reasonable date to begin. The Contractor will notify the Client of the new deadlines.

(7) The Client will bear the expenses incurred by the requested change(s). This includes in particular the evaluation of the requested change(s), preparation of a quote for the changes and any downtimes. In the event that the parties have agreed on daily rates, the expenses will be calculated on the basis of these rates, otherwise on the basis of the Contractor's usual remuneration rates.

### § 8 Design Services

(1) If requested by the client, the Contractor will incorporate design aspects based on the Client's corporate design into the web presence etc.. Creation of a design as the basis for web development is not automatically included in a contract for creation of a web presence and / or online shop and requires a separate offer and acceptance if the service is required.

(2) The Contractor will ensure that the design of the web presence etc. is high quality and - within the scope of the Client's specifications - will take current findings on habits, trends and developments in web design and marketing design into account.

### § 9 Software Programming

(1) The Contractor will ensure that the software programming implements both the functionalities agreed upon in the individual contracts and the graphic design agreed upon with the Client. The Contractor will use programming languages that are state of the art.

(2) The Contractor will agree with the Customer upon the screen resolution and the Internet browsers for which the web presence and/or online shop is to be optimized, as well as details regarding mobile display on smartphones or tablet devices.

### § 10 Maintenance

((1) If contractually agreed upon, the Contractor's obligations for the ongoing maintenance of the web presence / online shop include both the obligation to update the web presence in accordance with paragraph 2 below as well as the obligation to eliminate errors / malfunctions in accordance with paragraph 3 below.

(2) The Contractor will update the Internet presence according to the Client's specifications. An update will be deemed to be, in particular, adding new texts and graphics to the web presence or the replacement of content on the web presence with new content as well as changes to the graphic design, the basic structure and the functionality of the web presence.

(3) The Contractor will monitor the functionality of the website at reasonable intervals and rem-

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edy dysfunctions. Dysfunctions will be deemed to include, in particular, dysfunctional functions such as, for example, broken hyperlinks or the functionality of the so-called check-out process in online shops.

(4) An automated function test of online shops (shopping cart, check-out process, filter functions, etc.) can be ordered by the Client, but is not automatically included in a contract for creation of an online shop.

### § 11 Scope of Services / Exclusions

(1) The scope of services for the creation of a web presence or online shop stem from the order confirmation. Unless otherwise agreed upon in writing, the following tasks are not in the scope of services:

- Provision and connection of so-called API interfaces to suppliers and / or Clients
- Maintenance of legal texts such as general terms and conditions, privacy policy, etc.
- Maintenance of so-called content pages
- Maintenance and design of forms such as order confirmation, invoice document, credit note documents, as well as the design and content of email templates for emails used during the order process.
- Procurement of plug-ins for shop customization (unless there is a written order and agreement to assumption of costs on the part of the Client).

### § 12 Client's Obligation to Cooperation

(1) Unless otherwise agreed upon in an individual contract, the Client will provide the Contractor with the content to be used in the web presence. The Client alone is responsible for producing this content. The Contractor will not be obliged to check whether the content provided by the Client is suitable for the purposes of the web presence. The Contractor is only obliged to notify the Client in the case of obvious errors.

(2) During the course of the project the Contractor and the Client will agree upon when and in what form the content should be delivered to the Contractor. It will be agreed upon whether the content will be delivered in digital, printed or any other form. If it is agreed that the content should be delivered in digital form, the file form in each case must also be agreed upon.

(3) Should the acquisition of additional image rights via third parties be necessary, the Contractor will inform the Client and submit a quote, which the Client must then accept in written form.

(4) The Client is obliged to cooperate in reasonable measure in the development, creation and maintenance of the contractual web presence or other agreed measures. In particular, the Client is obliged to provide the information required for the development, creation and maintenance of the web presence/online shop, etc.

(5) If test runs, acceptance tests, presentations or other meetings become necessary or expedient, Client will assign experienced employees to attend the meetings who are authorized to make all necessary or expedient decisions.

(6) If the Contractor provides the Client with proposals, drafts, test versions or similar, the Client will carry out a quick and careful examination within a reasonable time period, maximum however within 72 hours. The Client will notify the Contractor immediately and in writing about any objections or requests for changes.

### § 13 Completion Time, Review & Approval

(1) Production times and interim deadlines will be set in the project plan ( 2 para. 1 of these Terms and Conditions). These will be extended in each case if the Client's cooperation or the approval of concepts or drafts is delayed or refused or if subsequent requests for changes by the Client result in additional work time.

(2) If partial approval or interim approval is stipulated in an individual contract, e.g. in the rough concept (2 para. 1 of these Terms and Conditions), the Client will approve the respective service after completion by means of a declaration in text form (126 b BGB), provided that it meets the requirements on which the contract is based and, taking into account the interests of both parties, no reasonable objections are raised.

### § 14 Right of Offset and Retention

(1) The Client only has right of retention or right of offset for counterclaims that are not disputed or legally established.

(2) Right of retention may only be exercised by the Client if its counterclaim is based on the same contractual relationship.

### § 15 Notice of Defect, Warranty, Breach of Duty

(1) The Client must give notice of any noticeable defects in ZweiPunkt's services without delay, but no later than 7 days after performance of the service. Notices of defects must include a detailed description of the defect. Failure to give notice of defects in due time will exclude any claim of the Client for breach of duty due to poor performance.

(2) Latent defects must be reported immediately after they become apparent, at the latest within the statutory limitation period. Complaints must include a detailed description of the defect. Failure to give notice of defects in due time will also exclude any claim of the Client for breach of

duty due to poor performance.

(3) Notices of defects must be made in writing. Failure to give notice of defects in writing will also exclude any claim of the Client for breach of duty due to poor performance.

(4) ZweiPunkt will provide warranty for verifiable defects for a period of one year, calculated from the date of the statutory commencement of the liability period. This does not apply if ZweiPunkt is guilty of malice, gross negligence or intent.

(5) The above limited liability period will also apply to competing claims in tort and to any claims arising from the consequences of defects.

(6) Further claims of the Client due to or in connection with defects or consequential damages caused by a defect, irrespective of the reason, are only valid in accordance with the provisions in § 10.

### § 16 Liability, Limitation of Liability

(1) ZweiPunkt GmbH is liable only for its own willful intent and gross negligence and willful intent and gross negligence by its legal representatives and agents. Liability by ZweiPunkt and its legal representatives and agents is therefore excluded, unless it concerns

(a) breach of essential contractual obligations, i.e. those whose fulfillment are inherent to the contract and on which the Client may rely,

(b) breach of obligations according to § 241 para. 2 BGB, if the Client can no longer be reasonably expected to accept the services of ZWEIPUNKT GMBH,

(c) injury to life, body and health,

(d) a guarantee for the quality of a service or for the successful completion of a service,

(e) fraud or other cases of mandatory legal liability.

(2) Unless ZweiPunkt can be accused of an intentional breach of duty or in the event of injury to life, limb or health or other cases of mandatory statutory liability, ZweiPunkt GmbH will only be liable for typical and foreseeable damage.

(3) ZweiPunkt's liability is, with the exception of the cases pursuant to § 10 para. 1 (a) to (e) above, limited to a maximum liability of EUR 25,000 for each individual contract.

(4) Any further liability for damages other than those provided for in the above clauses will be excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, other breaches of duty or claims in tort for compensation for material damage pursuant to § 823 BGB.

(5) The exclusions and limitations of liability pursuant to § 10 (1) - (4) above will apply to the same extent to executive and non-executive employees and other agents as well as sub-contractors.

(6) Claims by the Client for damages arising from this contractual relationship may only be asserted within a deadline of one year from the start of the statutory limitation period. This does not apply if ZweiPunkt is guilty of malice, intent or gross negligence or in the case of a claim based on a tortious act.

(7) A reversal of the burden of proof is not associated with the above provisions.

### § 17 Privacy, Data Protection

(1) The Parties commit themselves to maintain the confidentiality of facts, documents and information which come to their knowledge in the course of carrying out the contractual agreement and contain technical, financial, business-related or market-related information about the other Party's company, provided that the respective information is designated as confidential or there is an obvious interest in keeping it confidential (hereinafter referred to as Confidential Information).

(2) Both Parties commit to using the Confidential Information exclusively for the purpose of the implementation and execution of the contractual relationship and its individual contracts.

(3) The obligation to maintain secrecy pursuant to § 12 (1) above will not apply if the respective confidential information was already generally accessible at the time it was obtained or becomes generally accessible later or was already known to the respective party or had to be disclosed due to a mandatory legal obligation, court decision or order of an authority or a supervisory body.

(4) ZweiPunkt will collect, process and use all information containing personal data that it receives for carrying out the contractual agreement within the framework of the German Federal Data Protection Act (BDSG) in its currently valid version;

### § 18 Termination / Duration

(1) Contracts for which no notice period has been agreed upon and contracts concluded for an indefinite period may be terminated with one month's notice to the end of the month. In all other cases Duration as per ZweiPunkt's offer will apply.

(2) The right to terminate the contract without notice for good cause remains in effect for both Parties. In particular, ZweiPunkt is entitled to terminate the contract without notice for good cause if the Client is in default of payment for the services already invoiced, in whole or in part, and the total amount due is more than 10% of the agreed total remuneration.

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(3) Any termination must be in writing.

### § 19 Written Form

All agreements, ancillary agreements, assurances and amendments to the contract must be in writing. This also applies to the waiver of the written form agreement itself. Verbal amendments or additions to the contract will be null and void. The priority of an individual agreement (§ 305 b BGB) remains unaffected.

### § 20 Final Provisions

- (1) The place of performance for this contract is ZweiPunkt GmbH's registered office.
- (2) The exclusive place of jurisdiction for all disputes arising between the Parties is ZweiPunkt's registered office. ZweiPunkt GmbH is, however, also entitled to sue the Client at their general place of jurisdiction.
- (3) German law will apply exclusively, under the exclusion of the CISG (UN Convention on Contracts for the International Sale of Goods).
- (4) The transfer of rights and obligations of the Client arising from the contractual agreement with ZweiPunkt requires the written consent of ZweiPunkt.

As of: January 2021