

General Standard Terms and Conditions ("GTC") of 1cc GmbH



- hereinafter referred to as "Contractor"

Status: October 2024

Section 1 - General

1.1 The Contractor is 1cc GmbH, registered in the Commercial Register of the Stuttgart Local Court under number HRB 246263. 1cc is a company of 4Square Return GmbH, which has its registered office in 71088 Holzgerlingen, Germany.

1.2 These GTC shall apply to all business relations between the Contractor and the Customer. This also applies to future business relations, even if no express reference is made to them in the Contractor's offer ("Offer"). The GTC shall only apply if the Customer is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) BGB ("Eligible Customer").

1.3 The Contractor hereby expressly objects to any deviating or additional general terms and conditions of the Customer, which shall not become part of the agreement under any circumstances.

1.4 Individual agreements entered into with the Customer (including collateral agreements, supplements and amendments) shall take precedence over these GTC.

1.5 The Contractor and the Customer mutually agree to review their data in accordance with the respective sanctions lists based on the Regulations (EC) No. 2580/2001 and (EC) No. 881/2002 as well as Regulation (EU) No. 753/2011 (anti-terrorism regulations) and other applicable national, European and international embargo and foreign trade control regulations. In doing so, they will comply with all data protection regulations, in particular with regard to data minimization and data security.

The Customer declares that its company and its employees are not listed on any of the aforementioned sanctions lists. In case of being listed, the customer immediately reports to the contractor.

1.6 The Customer further acknowledges the following DPA (Data Processing Agreement) and accepts the conditions related to it: [1cc DPA \(Data Processing Agreement\)](#).

Section 2 - Scope

The Contractor shall provide comprehensive consulting and services in the areas of extended producer responsibility, product-related environmental legislation, eco-design and copyright levies on the basis of these GTC and the respective individual written agreement with the Customer.

Section 3 - Formation of the contract and subject matter of the contract

3.1 Offers are valid for three weeks from the date mentioned in the individual Offer, unless otherwise stated therein.

3.2 Agreements between the Contractor and the Customer shall be concluded if the Customer accepts an offer of the Contractor within the validity period of this offer by clear consent of a person authorized to represent the Customer by means of an unambiguous e-mail or transmission of an order, at the latest, however, with the provision of the Services by the Contractor.

3.3 The Customer shall carefully review the Offer documents before placing the order. Subsequent changes need to be expressly agreed in writing and may be subject to separate remuneration.

3.4 The scope of Contractor's contractual obligations exclusively comprises Services listed in the Offer or otherwise confirmed by Contractor in writing.

3.5 Unless the achieving of a success has been expressly agreed separately in writing, Contractor's Services will be considered as the provision of services (Dienstleistung). Unless expressly agreed separately in writing, the Contractor does not assume any responsibility for a specific result or a specific success in connection with the provision of the Services. Under no circumstances shall the Contractor be responsible for obtaining a license, certificate or registration for the Customer.

3.6 The Contractor shall provide the Services in accordance with the Offer either in English or German. Unless expressly agreed separately in writing, translation services shall not be owed by Contractor.

Section 4 - Execution of Services

4.1 The Contractor shall provide the Services with due care and diligence.

4.2 No guarantee is given for the correctness and completeness of information included in the Services from publicly available sources, data, archives and contacts.

4.3 Contractor shall not be responsible for actions / omissions of third party service providers (such as, but not limited to the pre-selected local compliance organization).

4.4 The Services, in particular research results and analyses, do not constitute legal advice nor do they in the individual case replace such advice.

4.5 The Contractor shall decide at its own discretion which employees it uses to provide the Services and reserves the right to replace employees at any time.

4.6 The Contractor shall be entitled to provide partial performances insofar as these are agreed in the individual case or the Customer can be reasonably expected to accept them.

Section 5 - Subcontractor

The Contractor may use subcontractors for the performance of the services at its own discretion, whereby it shall always remain directly obligated to the Customer itself. The Contractor shall not be obligated to inform Customer of any use of a subcontractor.

Section 6 - Duties of the Customer to cooperate

6.1 The Customer shall be obliged to provide two main contacts for purposes of smooth communication throughout the entire duration of the agreement.

6.2 The Customer shall be obliged to procure correct and complete data and/or information required by Contractor to provide the Services as per the deadlines individually

agreed, or, if no deadline was agreed without undue delay upon written request by the Contractor.

6.3 Actions of cooperation by the Customer which are agreed or required shall always be performed by the Customer at its own expense.

6.4 Customer shall at all times be solely responsible for the Compliance at its enterprise. Contractor solely provides Services to support and consult in view of Compliance obligations of Customer.

Section 7 - Dates and deadlines

7.1 Dates or deadlines for the provision of the Services shall generally be considered as non-binding, if not expressly agreed otherwise.

7.2 If the Contractor cannot meet a binding date or deadline for reasons beyond its control (in particular in cases of force majeure based on an unforeseeable, unavoidable event for which the Contractor is not responsible) the date or deadline for the provision of the Services the Contractor shall be extended accordingly. The Contractor shall inform the Customer immediately and at the same time inform the Customer of the expected new date or deadline for the provision of the Services.

7.3 If the Contractor should culpably be unable to meet a binding date and/or deadline, the Customer shall be obliged to grant one reasonable additional time period for the Contractor to provide the Services.

7.4 The occurrence of a delay in performance by the Contractor shall be determined in accordance with the statutory provisions but shall always be subject to a prior reminder (Mahnung) by the Customer.

7.5 If the Customer's cooperation is required for the Contractor's performance or agreed upon in accordance with the respective project contract and if the Customer does not provide its cooperation, does not provide it completely, does not provide it correctly or does not provide it within the agreed deadlines, any dates or deadlines agreed upon between the contracting parties shall be extended for the Contractor by the time the Customer does not comply with its duty to cooperate.

Section 8 - Remuneration

8.1 All contractually agreed prices are net prices. Legally owed value-added tax (VAT) valid at the time of the performance of the Services shall be charged additionally. This shall be shown separately by the Contractor on the invoice. Where the parties have agreed a net price, but the tax office comes to the conclusion upon examination of the VAT declaration that the service is subject to VAT, the Contractor shall be entitled to correct the invoice by means of a written declaration to the Customer and request additional payment of the VAT determined by the tax office from the Customer.

8.2 Advance payments (also in form of payment schedules) may be demanded by the Contractor. If the Contractor is entitled to partial performance, partial payments may be demanded. No cash discount shall be granted.

8.3 To the extent Services are provided outside the Contractor's location at the Customer's request, the Contractor may claim reimbursement of travel expenses (Business Class (plane) / First Class (train) and appropriate lodging expenses against provision of proof. Out-of-pocket-expenses and meals shall be reimbursed in accordance with the maximum tax rates. Travel time will be charged at 50% of the applicable hourly rate.

8.4 Unless otherwise agreed in individual contracts, payments shall be due and payable within 30 days from the date of invoice without deductions.

8.5 Upon expiry of the aforementioned payment period, the Customer shall be in default. In case of late payment Contractor is entitled to charge bank interest, at least however interest in the amount of 9 percentage points above the base interest rate in accordance with § 247 BGB. Contractor reserves the right to claim further damages caused by delay. § 355 HGB shall remain unaffected vis-à-vis merchants. In addition to the default interest, the Contractor shall be entitled to claim reminder fees as follows: (i) the first payment reminder is free of charge, (ii) for the subsequent first letter of demand, the reminder fee amounts to EUR 20 per invoice, (iii) for the 2nd letter of demand, the reminder fee amounts to EUR 40 per invoice. The Contractor is entitled to prove higher damages, the proof of lower damages or no damages at all by the Customer remains possible.

8.6 Contractor reserves the right of ownership of all delivered materials of its performance including the resulting property rights until complete payment of the contractually agreed remuneration and all claims from the business relationship with the Customer.

8.7 Payment services which the Contractor performs on behalf of the Customer in order to fulfil the Customer's statutory obligations (so-called "Third Party Payment") shall be regulated separately in individual contracts.

8.8 The Customer shall only be entitled to set-off and recoupment rights against the Contractor's claims for remuneration to the extent that its counterclaims have been legally established, are undisputed or have been recognized by the Contractor.

Section 9 - Liability and compensation

9.1 Contractor shall have unlimited liability for damages resulting from the breach of a guarantee or from in-jury to life, body or health. The same applies to intent and gross negligence or if Contractor has assumed a procurement risk. Contractor shall only be liable for slight negligence if essential obligations are violated which result from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In case of breach of such obligations, Contractor's liability is limited to such damages which are typically to be expected within the scope of this contract. The mandatory legal liability as per the Product Liability Act remains unaffected.

9.2 Insofar as the liability of Contractor is excluded or limited, this shall also apply to the personal liability of Contractor's employees, representatives and vicarious agents.

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6.3 The Contractor shall not be liable for damages incurred by the Customer due to the fact that a timely and/or correct and/or complete transmission of data and/or information on the part of the Contractor to third parties for the performance of the service agreed in the contract could not be made or could not be made correctly or in a timely manner due to a breach by the Customer of its duties to cooperate pursuant to 6.1 and/or 6.2. Any additional expenses incurred by the Contractor as a result thereof shall be invoiced to the Customer and compensated by the Customer.

§ 10 Limitation

10.1 Claims against the Contractor, its employees or vicarious agents shall become statute-barred within one year from the statutory commencement of the limitation period.

10.2 Exempted from 10.1 are claims for damages in cases of unlimited liability as per Section 9

§ 11 Rights of use and exploitation

Subject to complete payment of the contractually agreed remuneration and all claims from the business relationship with the Customer, the Customer shall receive a non-exclusive, non-transferable right of use to the contractual services of the Contractor. The Customer may only use the results of the services provided by the Contractor under the contract for its own internal business purposes and may not pass them on to third parties or publish them without the prior written consent of the Contractor. All further rights of use and exploitation shall remain with the Contractor.

§ 12 Confidentiality

12.1 The contracting parties mutually undertake to treat as confidential all knowledge of confidential information and trade secrets of the respective other contracting party obtained in the course of the performance of the contract and on the occasion of the cooperation and not to exploit or use such information (outside the respective contractual obligations and rights) and or make it available to third parties for the duration of and after the termination of the contract without the prior written consent of the party concerned.

12.2 The duty of confidentiality shall not apply to confidential information and trade secrets, which can be proven to have been

- (a) already apparent at the time of disclosure or become publicly known thereafter, without any failure to comply with the foregoing provisions being a contributory cause thereof,
- (b) expressly disclosed by a party on a non-confidential basis,
- (c) already in the lawful possession of the other party prior to disclosure, or
- (d) subsequently disclosed to it by a third party without breach of any duty of confidentiality.

12.3 The contracting parties shall oblige their employees and vicarious agents accordingly.

12.4 The obligations described above shall continue to apply to both contracting parties for a further two (2) years after termination of the agreement.

12.5 Confidential information shall remain the property of the respective contracting party disclosing it. The contracting parties undertake, upon termination of the agreement, to return the confidential information received, including any copies made, immediately upon request by the disclosing contracting party.

§ 13 Term and termination of contract

13.1 The contract shall be concluded for the fixed term agreed in the respective individual contract. If no term is agreed, the contract shall be concluded for an indefinite period.

13.2 Agreements concluded for an indefinite period of time may be terminated for convenience by either party by giving three months' notice to the end of a quarter.

13.3 Fixed-term contracts cannot be terminated for convenience; the right to terminate for good cause (wichtiger Grund) shall remain unaffected. Good cause shall be deemed to exist in particular if (i) a contractual party fails to fulfil its respective material contractual obligations even after expiration of a reasonable grace period or (ii) a significant deterioration or considerable threat to the financial situation of the contractual partner occurs and the claims of the Contractor are jeopardized thereby at the same time.

13.4 Notice of termination shall be given in writing to the project manager designated in the individual contract. If no project manager has been designated, the notice of termination shall be addressed to the respective management of the contractual party.

13.5 If the contractual relationship is terminated prematurely and a flat fee has been agreed, the services already provided by the Contractor up to the time of termination shall be remunerated by the Client on an hourly basis. The amount to be remunerated may not exceed the originally agreed flat fee.

§ 14 Amendment of the GTC

14.1 Amendments and/or supplements to these GTC must be made in writing in order to be effective, unless they are based on an express and individual contractual agreement.

14.2 The Contractor reserves the right to amend and/or supplement these GTC at any time and without giving reasons. Contractor will, however, only make such changes the Customer must reasonably accept after weighing up the interests of both contractual parties. This applies, for example, to cases of equivalence disruption, but also to loopholes and

changes in the legal situation. The amended GTC will be sent to Customers by e-mail at least six weeks before they come into force. If a customer does not object to the validity of the new GTC within six weeks of receiving the e-mail, the amended GTC use are deemed to have been accepted. Contractor will inform Customers separately of the significance of this six-week period in the e-mail containing the new GTC.

§ 15 Final provisions

15.1 The respective individual agreement and these GTC contain the complete agreements on the subject matter of the contract between the contractual parties. Verbal collateral agreements do not exist.

15.2 The Contractor shall not recognize any conflicting GTC unless this is done in writing. This shall also apply if the Customer only includes its GTC by accepting the Contractor's offer.

15.3 These GTC as well as the respective individual contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of international private law.

15.4 The exclusive place of jurisdiction for all disputes arising under these GTC and/or the respective individual contract shall be Stuttgart.