


General Standard Terms and Conditions of Maxpert GmbH		
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1. scope

All deliveries (sales contracts) and services (work, services and training) of Maxpert GmbH are exclusively subject to the following General Terms and Conditions, unless an individual written agreement has been made. The terms and conditions also apply to all future business relations with the customer, even if they have not been expressly agreed again in each case. Other general or special terms and conditions of Maxpert customers are only effective if they have been confirmed in writing by Maxpert. The same applies to changes and additions to these general or special terms and conditions of the customer.

2. conclusion of the contract

The offers of Maxpert are subject to change and non-binding, unless otherwise agreed in writing. A contract is only concluded with the written order confirmation by Maxpert, at the latest, however, with the delivery to the customer (purchase contract) or the commencement of the contractually agreed services (work, service and training services). Verbal promises, side agreements as well as differently worded information in brochures, price lists, advertisements, etc., regardless of whether they were made verbally or via the Internet (e-mail), always require written confirmation by Maxpert to be binding.

3. withdrawal from the contract

Maxpert is entitled to withdraw from the contract in the event of impossibility for which Maxpert is not responsible, force majeure, strike, natural disasters, etc., conduct of the Client in breach of the contract, false information provided by the Client regarding creditworthiness or objective lack of creditworthiness, unforeseeable or necessary and unreasonable expenses, as well as obstacles that cannot be overcome. If Maxpert withdraws from the contract for reasons for which the Client is responsible or if the Client revokes the placed order, Maxpert can demand reimbursement of expenses; in the case of premature termination of a contract for work and services, § 649 BGB (German Civil Code) applies in particular.

4. prices and terms of payment, default of payment, set-off

Unless otherwise agreed in writing, payments are due immediately without any deduction after receipt of invoice. The prices do not include the respectively valid legal value added tax. The prices resulting from the order confirmation of Maxpert are ex Maxpert headquarters Frankfurt/Main. If no price is determined in the offer or the order confirmation, the Maxpert list prices valid at the time of the conclusion of the contract apply. Other legal charges in the country of delivery, as well as packaging, transport costs, transport insurance and handling fees will be charged to the customer according to the respective Maxpert order confirmation. If the payment dates are exceeded, Maxpert is entitled to interest on arrears in the amount of 8% per year above the respective base interest rate of the ECB according to § 1 of the Discount Rate Transition Act (Diskontsatz-Überleitungsgesetz) without further reminder. Maxpert reserves the right to prove a higher damage caused by default. The customer can only set off undisputed or legally established claims against claims of Maxpert. The customer can only exercise a right of retention against counterclaims that are based on the same contractual relationship. In the case of ongoing business relationships, each individual order or each individual service agreement is considered a separate contractual relationship.

5. limitation of liability

Maxpert is liable without limitation for damages caused intentionally or by gross negligence, as well as in cases where liability is mandatory under the Product Liability Act for personal injury or property damage to privately used items: Maxpert is furthermore liable without limitation for damages resulting from injury to life, body or health. With regard to damages caused by Maxpert through slight negligence, the following applies: In the event of a breach of essential contractual obligations that endangers the purpose of the contract, Maxpert's liability is limited to such damages whose occurrence Maxpert could reasonably foresee at the time the contract was concluded.

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The liability for financial losses, e.g. loss of production and loss of profit, is limited by the general principles of good faith, for example in cases of disproportion between the amount of remuneration and the amount of damage. If the liability of Maxpert is excluded or limited, this also applies to the personal liability of the employees, workers, staff, representatives and vicarious agents. In any case, the liability to pay compensation for property damage for which Maxpert is responsible is limited to the coverage amount of Maxpert's business and product liability insurance. Maxpert will inform the customer of the corresponding coverage amount on request in each individual case.

In case of events in rooms and on properties of third parties, Maxpert is not liable towards the participants in case of accidents and loss or damage of their property. The same applies to events held on the premises of Maxpert, unless the damage was caused by Maxpert or its employees intentionally or through gross negligence.

6. subcontractor

Maxpert is entitled to have contractual obligations also partially performed by third parties as vicarious agents.

7. consulting services

Maxpert will provide consulting services within the time frames agreed upon in writing by qualified employees. Insofar as the consulting services are provided at the customer's premises, Maxpert alone is authorized to issue instructions to its employees. Maxpert reserves the right to select the employees who provide the consulting services. Likewise, Maxpert reserves the right to replace an employee at any time by another employee with the necessary qualification.

7.1 Duties to cooperate

The customer supports Maxpert in the consulting services to be provided as agreed. In doing so, the customer creates free of charge all conditions in the area of its business sphere that are necessary for the proper provision of the consulting services. In particular, the customer will:

- a) to the extent necessary, provide working space for Maxpert's employees, including the work equipment required for the fulfillment of the contract, as needed and to a sufficient extent,
- b) name a contact person who is available to the employees of Maxpert for information and questions etc., during the agreed working hours; this contact person is also authorized to make declarations with effect for the customer, which are necessary as an interim decision in the context of the continuation of the order,
- c) Maxpert all information and documents necessary for the fulfillment of the contract. If the client omits or delays a cooperation incumbent on him according to this or due to a separate agreement, Maxpert can nevertheless demand the agreed remuneration for the consulting services not rendered as a result, without being obligated to subsequent performance. If Maxpert decides to provide the consulting services nevertheless, this will only be done after a reasonable adjustment of the schedule.

7.2 Delay

If the client is in default with the acceptance of the consulting services or if he omits a duty to cooperate incumbent upon him, Maxpert is on the one hand entitled to terminate the contract without notice. On the other hand, this does not affect his obligation to pay the agreed remuneration. Furthermore, the claims for compensation of possible additional expenses remain unaffected. If the consulting services cannot be provided for reasons for which Maxpert is not responsible, the agreed consulting period will still be charged. Something else applies if the client can prove that the respective Maxpert consultant has been used elsewhere. This does not apply only if the client cancels an agreed consulting service in time, i.e. at the latest 2 weeks before the agreed date in writing. If Maxpert is in default with the completion of the agreed consulting services, the client is entitled to cancel the respective order after the fruitless expiration of a reasonable grace period granted to Maxpert. Maxpert does not assume any further liability in case of default, unless liability is mandatory in cases of intent or gross negligence.

7.3 Acceptance of work services

Maxpert's work performances have to be accepted by the Customer in writing within 10 working days after Maxpert's notification of readiness for acceptance. If the Customer fails to provide Maxpert with a written declaration of acceptance, the work performance is deemed to have been accepted in accordance with the contract. Likewise, a work performance is considered accepted according to the contract if it is used productively by the customer. The acceptance of the services defined in the service description by the client (AG) takes place immediately after a corresponding notification by Maxpert, usually on the first working day after completion of the commissioning. If the service of Maxpert complies with the agreements according to the service description, the client declares the acceptance in writing immediately after a successful acceptance test. If the client refuses the written acceptance declaration to Maxpert, the work - also partial services - is considered as accepted according to the contract with the commissioning by the client.

If partial acceptances are agreed upon, these are to be carried out after completion of corresponding project phases between the Client and Maxpert. The Client will declare acceptance in writing immediately after successful completion of the acceptance test. If the acceptance cannot take place twice due to services of Maxpert, the CL can demand a compensation for delay for the time of delay of 0.5% per completed week, however, in total not more than 5% of the remuneration of the part of the service that is in delay. At the same time, the Client can withdraw from the contract after the expiration of a reasonable grace period set for Maxpert with the threat of rejection. Further claims are excluded. The acceptance by the client means the provision of the services owed by Maxpert as essentially in accordance with the contract. The client will not refuse the acceptance because of insignificant defects. Defects that do not prevent acceptance are to be recorded during the acceptance process on the acceptance protocol to be signed by both parties and will be remedied immediately by Maxpert within the scope of the warranty obligation.

7.4 Rights to work results

Unless otherwise agreed in individual cases, Maxpert grants the customer a non-exclusive, non-transferable right of use for internal use, which is not limited in time, for work results that are created within the scope of the consulting.

8. training services

The following training conditions apply to all training services and other events with training content. The services of Maxpert are provided within the framework of standardized training courses as

- a) Open training in training centers, or in hotels, or as a live online event,
- b) as an in-house training at the client's premises or as a live online event,
- c) taught and delivered as e-learning using a learning management system (LMS).

These services are provided exclusively on the basis of the General Terms and Conditions. By registering for a training course, these terms and conditions are accepted.

8.1 Scope

All offers published on the company website are directed exclusively to commercial customers.

8.2 Conclusion of the Training Contract

Registration must be submitted to the Education Center in writing or online via the Maxpert homepage. The registration becomes binding for Maxpert with the issuance of a written order confirmation.

8.3 Training prices

The training price for open training courses is per person plus the applicable value added tax. Intermittent participation does not entitle to a reduction of the seminar price. Maxpert reserves the right to change the contents of trainings, training materials, the duration of trainings, the venue as well as the prices. The only temporary participation or an incomplete occupancy of a seminar part does not entitle to a reduction of the agreed price. In-house training courses shall be agreed with the customer on an individual basis and shall be subject to

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the provisions of these General Terms and Conditions of Business unless otherwise agreed in an individual contract. In addition to the applicable value-added tax, travel time, travel and hotel costs will be charged in addition to the agreed prices.

8.4 Terms of payment and participation

The training fees are invoiced when the order is placed and are due immediately. The timely payment of the invoice before the start of the training is a condition for participation in the training. In the event of late payment, the registered participant may be excluded from participation in the training. The customer is not entitled to any claims due to this exclusion.

8.5 E-learning training

The subject of the service is the purchase of electronic training materials.

8.5.1 Access to the e-learning material

After booking the course, the customer receives the license and the access data to the e-learning portal for using the course materials with the order confirmation. Access to the E-Learning Portal is limited in time, depending on the selected product.

8.5.2 License of use and copyright

Licensee agrees that it will not permit or allow others to

- a) All persons other than the named learners for whom the licensee has purchased a license to attend a course or access course materials;
- b) Store, access, use, copy, modify, create derivative works, sublicense or distribute the Course Materials, or in any manner that exceeds or violates these specified restrictions, except as expressly permitted herein;
- c) rent, lease, loan, sell, transfer, assign, or permit any third party to access or use the Course Materials in any manner other than as set forth herein;
- d) Remove, alter or obscure any copyright, trademark or other proprietary rights notices in the course materials;
- e) Remove, alter or obscure any Course Materials or insert any other trademark or copyright in or on the Course Materials;
- f) make any representations, warranties, guarantees, indemnities or other commitments, actual or apparent, on behalf of Maxpert with respect to the Course Materials or any ideas, techniques or methods of Maxpert.

8.6 Registered trademarks

Maxpert does not guarantee that the products, methods and other names listed in the training program are free of third-party rights.

8.7 Cancellation of an e-learning course

Cancellation of an e-learning training course is excluded after the usage data has been sent.


8.8 Cancellation, rebooking or non-participation in open training courses

Written cancellation of participation in a training course up to 14 days before the start of the training course is free of charge. In the event of later cancellation or rebooking of the training, 50% of the training price will be due. No costs will be incurred if a substitute participant is registered. In case of non-participation without cancellation, the full training price will be due. If the cancellation means that the prerequisite for the free provision of products/services such as literature no longer applies, these will be invoiced to the customer retrospectively.

8.9 Cancellation or rebooking by the customer for in-house training courses

Cancellation or rebooking of an in-house training up to 4 weeks before the start of the training is free of charge. In case of a later cancellation or rebooking of the training, 50% of the training price will be due.

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8.10 Cancellation of a training by Maxpert

Maxpert reserves the right to cancel the implementation of a training course for good cause, in particular in the event of illness of the trainer or the occurrence of events that make the provision of the service technically or economically unreasonable for Maxpert. In case of cancellation by Maxpert, the customer will receive a credit in the amount of the already paid training fees. Any further claims, in particular the reimbursement of costs from loss of work or travel expenses, do not exist against Maxpert.

9. warranty

As far as a program, device, system or service developed or delivered by Maxpert is afflicted with errors and this is indicated by the customer in writing, Maxpert will immediately correct errors free of charge (rectification). If an error removal is not possible or only with disproportionate effort, Maxpert will offer an equivalent alternative, as far as economically justifiable. If Maxpert is neither able to eliminate significant errors nor to offer an equivalent alternative within two reasonable grace periods set by the customer in writing, the customer can demand a reasonable reduction of the remuneration (reduction) or declare the cancellation of the contract (rescission). The warranty period begins from acceptance and ends one year thereafter. Warranty rights of the customer do not apply as far as defects are based on services or components of third parties or the customer itself, which have not been performed or delivered by Maxpert. This includes in particular the case that the customer or a third party authorized by him makes or provides a change, addition or other kind of service to the contractual performance of Maxpert.

10. secrecy and data protection

The contracting parties shall treat as strictly confidential any trade and business secrets of the other contracting party that become known to them - or are marked as such or are obviously recognizable - in the course of the business relationship, even after termination of the business relationship. Each of the two parties shall be obligated not to disclose to third parties or otherwise make available to third parties any information and documents of the other party which become accessible to it in connection with the performance of the contract. In addition, the contracting parties shall also adequately secure the contractual services rendered by them against non-contractual use. This shall also apply to work results. Each party shall take the necessary precautions in its sphere of operation to ensure compliance with these obligations.

Please find the declarations on data protection and order data processing here:

<https://www.maxpert.de/de/rechtliches/datenschutz/>

Excluded from the obligation of secrecy is the fact that Maxpert is working for the customer. In this respect, Maxpert may refer to the business relationship or name the customer as a reference customer.

11. industrial property rights and copyrights of third parties

Maxpert assumes no liability for contractual items that violate industrial property rights or copyrights of third parties, unless these are provided or delivered by Maxpert itself. The customer has to inform Maxpert immediately about claims that have been raised against him for the above mentioned reasons.

12. miscellaneous

The customer is only entitled to assign his claims from a contract with Maxpert GmbH if Maxpert has previously agreed to the assignment in writing. Additional agreements require the written form. Place of performance is the respective venue. These general terms and conditions replace all previous ones. These terms and conditions remain valid in their remaining parts even if individual provisions are invalid.

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13 Jurisdiction and Applicable Law

Insofar as the customer of Maxpert GmbH is a fully qualified merchant, a legal entity under public law or a special fund under public law, the following regulation applies with regard to the place of jurisdiction for all disputes arising from the corresponding contract: The place of jurisdiction is the registered office of Maxpert GmbH. Applicable law is the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

Maxpert GmbH, March 2021