

GENERAL TERMS AND CONDITIONS OF SWISS CLIMATE ECOSERV GMBH

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions ("GTC") apply to all business relationships between Swiss Climate EcoServ GmbH ("Swiss Climate") and its clients ("Client"). The GTC apply only if the Client is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law.
- 1.2 Unless otherwise agreed, the GTC shall apply in the version valid at the time the order is placed by the Client or, in any case, in the last version communicated to the Client in text form (§ 126b BGB).
- 1.3 The GTC of Swiss Climate shall apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Client shall only become part of the contract if and to the extent that Swiss Climate has expressly agreed to their validity. This requirement of consent applies in all cases, for example, even if the Client refers to their own GTC when placing an order and Swiss Climate does not expressly object. "Contract" within the meaning of these GTC refers to the legal relationship between Swiss Climate and the Client, established by acceptance of an offer by Swiss Climate, as defined in Section 2.2, including these GTC.
- 1.4 Swiss Climate shall coordinate the content and scope of individual services from the offer with the Client.
- 1.5 Legally significant declarations and notifications of the Client in relation to the contract (e.g. setting of deadlines, notice of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTC includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further evidence, especially in case of doubts about the legitimacy of the declarant, remain unaffected.
- 1.6 Swiss Climate is free to work for other parties as well.

2. VALIDITY AND ACCEPTANCE OF OFFERS BY SWISS CLIMATE; REMUNERATION

- 2.1 Oral or telephone information regarding offers by Swiss Climate is non-binding unless confirmed in writing by Swiss Climate.
- 2.2 Offers sent in writing by Swiss Climate to a potential Client are valid for two (2) months ("binding period"), unless otherwise agreed in writing.
- 2.3 Offers from Swiss Climate are considered accepted by the Client if accepted in writing within the binding period. The decisive factor for meeting the deadline is the receipt of the declaration of acceptance (§ 130 para. 1 sentence 1 BGB) by Swiss Climate.
- 2.4 The offer expires after the binding period.

- 2.5 Swiss Climate will invoice the Client for services in accordance with the offer.
- 2.6 Each invoice will be accompanied by proof of the services rendered.
- 2.7 The remuneration shall be in accordance with the terms of the offer. The Client agrees to transfer the remuneration to the account specified in the invoice upon receipt of a proper invoice.

3. PLACE AND TIME OF CONSULTING SERVICES; USE THIRD PARTIES

- 3.1 Swiss Climate shall independently determine the place, time, and manner of its activity at its reasonable discretion, unless otherwise required by the specific task. Agreed deadlines must be met. If personal presence at the Client's premises is required, Swiss Climate will make itself available, and appointments will be coordinated.
- 3.2 Swiss Climate and its employees are not subject to the Client's instructions regarding the performance method and shall carry out tasks independently.
- 3.3 Swiss Climate may use third parties to fulfill contractual obligations. Unless otherwise agreed, Swiss Climate remains responsible for proper performance. The involvement of third parties must be communicated in writing including their identity and type of involvement. The Client must agree beforehand. These third parties shall only be in a contractual relationship with Swiss Climate unless otherwise agreed. Swiss Climate commits to imposing a confidentiality obligation equivalent to Section 7 on any third party involved.

4. GENERAL PERFORMANCE PRINCIPLES

- 4.1 Swiss Climate shall perform the services using its own work resources.
- 4.2 The Client undertakes to support Swiss Climate to the best of its ability in carrying out the consulting activities and, in particular, to create all conditions necessary for the proper execution of the consulting. In particular, the Client shall provide Swiss Climate with all information and documents available to it that Swiss Climate considers necessary for the execution of the consulting and shall ensure that affiliated companies pursuant to § 15 of the German Stock Corporation Act (AktG) also comply with this.
- 4.3 Swiss Climate is not obliged to verify the accuracy of the information provided in accordance with Clause 4.2. In particular, Swiss Climate assumes no liability towards the Client for damages resulting from incorrect or incomplete information provided. The Client shall ensure that any information it or third parties provide to Swiss Climate under this contract is accurate, complete, and not misleading. The Client shall immediately notify of any inaccuracies in the information that become known to it, particularly regarding significant changes.

5. LIABILITY

- 5.1 Unless essential contractual obligations are breached, Swiss Climate shall only be liable for damages caused by grossly negligent or intentional breach of duty by Swiss Climate or its vicarious agents. Essential contractual obligations are those obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the other party regularly relies..
- 5.2 Swiss Climate is not liable for the Client achieving any specific economic or other success based on Swiss Climate's consulting services and recommendations.

6. COPYRIGHTS

- 6.1 To the extent legally permissible, ownership rights to any work result that is protected by copyright or any other protection right, and that is created by Swiss Climate alone or jointly with another person in connection with its activities for the Client, shall remain with Swiss Climate. In particular, Swiss Climate is entitled to use and exploit work results for its own purposes.
- 6.2 The Client is entitled to use and exploit the work results from the contractual relationship with Swiss Climate for its own operations. However, the Client may only pass on the work results to third parties with prior written consent from Swiss Climate.

7. CONFIDENTIALITY

- 7.1 Swiss Climate undertakes to maintain strict confidentiality regarding all business and trade secrets as well as information designated as confidential or that should be treated as confidential due to other circumstances, whether of the Client or of companies affiliated with the Client pursuant to §§ 15 et seq. AktG, even after the end of this contract, and not to use such information for purposes not in the interest of the Client. The Client shall release Swiss Climate from the confidentiality obligation if and to the extent Swiss Climate is legally obligated to disclose such information.
- 7.2 Swiss Climate shall carefully store the business documents provided to it, protect them from third-party access, return them at the end of this contract, and delete any electronically stored information. The assertion of a right of retention is excluded. Upon request, Swiss Climate shall confirm in writing that it no longer possesses any documents of any kind that are the property of the Client or were provided by the Client in connection with this contract, or that such documents have been deleted.
- 7.3 Swiss Climate may name the Client as a reference customer with logo and project description on its website or in other media unless the Client objects to this in writing..

8. TERM AND TERMINATION

- 8.1 The contract shall be concluded upon acceptance of the offer in accordance with Clause 2.3. The term shall be governed by the provisions of the offer.
- 8.2 The notice periods for termination of the contract shall be governed by the provisions of the offer.
- 8.3 The right to extraordinary termination for good cause remains unaffected.
- 8.4 Termination of the contract must be in writing.

9. FINAL PROVISIONS

- 9.1 Amendments to this contract must be made in writing or, if a stricter form is mandatory, in that form. This also applies to changes to this clause.
- 9.2 Swiss Climate and the Client (together the "Parties") undertake to keep the contents of the contract confidential from third parties unless the information is subject to a professional confidentiality obligation, is publicly known, or must be disclosed by law. In such cases, the parties are obliged to inform each other in advance and to limit any public disclosure to what is legally or officially required. Any public announcement of the parties' involvement in this contract must be coordinated jointly beforehand.
- 9.3 The contractual relationships between the parties are subject to German law. The provisions of the UN Sales Convention (CISG) are excluded.
- 9.4 All legal disputes between the parties arising from or in connection with a contract or these General Terms and Conditions shall be decided by the ordinary German courts. The exclusive place of jurisdiction, as far as legally permissible, is Hamburg.
- 9.5 Should any provision of these General Terms and Conditions be wholly or partially invalid, ineffective, or unenforceable, or should a necessary provision be missing, the validity and enforceability of the remaining provisions shall not be affected. In place of the invalid, ineffective, or unenforceable provision, or to fill the gap, the parties shall agree on a legally permissible provision that comes as close as possible to what the parties would have agreed upon in terms of meaning and purpose if they had recognized the invalidity or the gap. The intention of the parties is that this severability clause does not merely shift the burden of proof, but that § 139 BGB is entirely waived.

Hamburg, 13.07.2023

