

General Terms and Conditions of Contract (GTC)

PROMAAD GmbH (hereinafter referred to as "PROMAAD") is a globally active service provider for the automotive industry, its suppliers as well as machine and plant construction. The close integration of development and consulting services along the entire value chain characterizes the work of PROMAAD.

1. Scope of Application

These general terms and conditions of PROMAAD (GTC) apply solely; PROMAAD does not recognize any conflicting, supplementary or deviating terms and conditions of the customer unless PROMAAD has expressly agreed to their validity in writing. The GTC of PROMAAD shall also apply if PROMAAD unconditionally provides contractual service in full knowledge of any conflicting, supplementary or deviating GTC of the customer. Within the framework of an ongoing business relationship, the GTC of PROMAAD shall also apply to all future transactions with the customer concerned.

2. Offer - Offer Documents

Offers made by PROMAAD are binding unless the offer is designated in whole or in part as "non-binding" or "subject to confirmation".

Upon customer request, PROMAAD shall prepare a binding offer free of charge, specifying an acceptance period. Upon receipt of PROMAAD's written offer, the customer shall conclude the contract with the timely delivery of his written order when his order and PROMAAD's offer completely correspond in content.

PROMAAD reserves ownership rights and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to such written documents that are designated as "confidential". The customer requires the express written consent of PROMAAD before passing them on to third parties.

3. Range of Services

The type and range of the service to be provided by PROMAAD is defined in PROMAAD's offer. The offer shall be prepared by PROMAAD on the basis of a functional and performance description of the product/order prepared by the customer, which must be complete and correct.

If PROMAAD, with the consent of the customer, accepts work results of third parties as the basis or component of its service, PROMAAD may base its further provision of service on these results without verification, unless the customer expressly commissions PROMAAD in writing to also verify these accepted work results.

PROMAAD shall render its services on the basis of the generally accepted rules of technology applicable to the respective implementation as well as in compliance with the diligence customary in the industry. However, according to the condition of the technology it is generally not possible to determine all faults or deviations in products or systems under all application conditions. Taking this fact into account, PROMAAD guarantees the proper handling and documentation of the service agreed with the customer without guaranteeing that PROMAAD can thereby determine all product or system errors or deviations. If product or system error or deviations become known to the customer during the service period, PROMAAD shall be notified thereof in writing without delay.

Should additional service requirements or requests for changes by the customer lead to a change in the scope of services, these must be confirmed in writing by PROMAAD, stating the expected additional costs, and will be invoiced separately.

PROMAAD is entitled to involve third parties in the processing of orders.

4. Obligation of the Customer to Cooperate

The scope and quality of PROMAAD's services are decisively dependent on the scope and quality of the cooperation of the customer and, if applicable, the product manufacturer and/or user. The customer shall therefore provide all necessary cooperative acts on its part or on the part of its vicarious agents in a timely manner and free of charge for PROMAAD.

PROMAAD shall not provide any compensation whatsoever for damages or expenses caused by defective or incomplete preliminary services or incomplete cooperative acts of the customer and, if applicable, the product manufacturer and/or user. To the extent that such preliminary services or cooperative acts are not provided on time, the agreed deadlines shall be extended accordingly.

The customer is obliged to notify PROMAAD immediately of any damage or loss for which PROMAAD is responsible and to have it recorded by PROMAAD itself or by a third party designated by PROMAAD at its request.

5. Prices - Terms of Payment - Advance Payments

The statutory value added tax is not included in the prices quoted by PROMAAD; it shall be shown separately in the invoice at the statutory rate.

The deduction of discounts requires a special written agreement.

Unless otherwise agreed in writing, the net price (without deduction) is due for payment within 14 days of receipt of the invoice. Payment deadlines shall be deemed to have been met if PROMAAD can freely dispose of the amount within the deadline. The statutory regulations concerning the consequences of default in payment shall apply.

6. Approval

If the contract is based on the manufacture of a product, the acceptance of the contractual service must take place in writing after PROMAAD has handed over the result to the customer.

7. Copyright - Ownership

PROMAAD retains all copyrights, joint copyrights and ownership rights to processes, documentation, programs, calculations, other representations and the like developed by PROMAAD.

8. Termination

If the customer does not provide the necessary cooperation, if he does not ensure the necessary cooperation of the product manufacturer and/or user. If the information or details provided by the customer, product manufacturer and/or user are incomplete, unsuitable or insufficient. If the requests for changes require additional work which has not been included in the calculation and the additional costs of which are not borne by the customer, PROMAAD shall be entitled to terminate the contract without notice after a reasonable period of time has elapsed for the creation of suitable prerequisites or for the assumption of the additional costs by the customer.

The customer shall reimburse the costs incurred by PROMAAD as a result of the termination without notice. Contractually agreed partial services can be provided until the termination of the contractual relationship and must be accepted and paid for by the customer.

9 Confidentiality

The contracting parties and their subcontractors shall undertake to ensure the confidential treatment of the conclusion, content and execution of the services offered as well as all information and documents received from the other contractual party and undertake to use the information and documents only for their own operational purposes. Furthermore, the customer is obliged to impose this requirement of confidentiality on any other project partner who cooperates in an advisory or other manner in connection with the performance of the services or who provides the facilities or components required for the performance of the services. If PROMAAD uses subcontractors, it will also obligate them to maintain confidentiality accordingly. The obligation shall continue to apply even after delivery or acceptance for a period of 3 years from this date.

The confidentiality obligation shall not apply to information that was demonstrably already previously known, that was or becomes lawfully disclosed or made accessible by third parties, or becomes generally known or accessible through no fault of the respective other contracting party, that is demonstrably developed within the scope of its own independent developments or that must be disclosed due to statutory regulations or official decrees.

PROMAAD is entitled, for reference purposes, to state the fact of the service provision on which the respective order is based.

10. Compliance

PROMAAD places high demands on itself and its contractual partners with regard to compliance with applicable laws and guidelines. However, PROMAAD does not only demand compliance with laws and guidelines from itself and its employees, PROMAAD also expects its contractual partners to act accordingly. In this respect, PROMAAD expects the contractual partners to comply with all laws and regulations concerning themselves and the contractual relationship with PROMAAD and not to permit or refrain from any actions that have or could have criminal relevance.

11. Jurisdiction, Place of Performance

The exclusive jurisdiction for all disputes arising from or in connection with this legal relationship shall be Stuttgart for both contracting parties.

The law of the Federal Republic of Germany shall apply.

Unless otherwise stated in our offer or order confirmation, our place of business shall be the place of service.