

General Terms and Conditions

1. Scope

Any quotations, deliveries and services provided by IKM are exclusively based on the following General Terms and Conditions, which form an integral part of the order. Any contradicting or deviating provisions of the Principal shall be disowned by IKM unless explicitly approved of by IKM in writing. These Terms and Conditions shall also apply in cases where IKM renders services for the Principal without reservations upon full knowledge of contradicting or deviating provisions of the Principal. The present General Terms and Conditions shall also apply to all future business activities with the Principal.

2. Scope and Execution of Orders

As for content and scope of contractual obligations the written order shall prevail. Any deviating or supplementing agreements shall only be binding upon written confirmation by IKM.

3. Contribution of the Principal

- (1) The Principal undertakes to contribute to the extent necessary to the due execution of the order, especially the timely and complete submission of product samples and transmission of all required information.
- (2) In case the Principal fails to fulfill his obligations pursuant to paragraph 1 above or is otherwise in default of acceptance, IKM shall be entitled to request damages for any loss or additional expenditure incurred. After a futile expiry of an appropriate grace period under threat of termination, IKM is entitled to terminate the Agreement. Any other claims shall be reserved.

4. Termination

- (1) The Principal is entitled to terminate the Agreement anytime without stipulation of causes. In case a sufficient number of respondents as required by the Principal cannot be identified or recruited for interviews within a reasonable period of time and despite reasonable effort, each Party shall be entitled to terminate the Agreement.
- (2) In case of termination pursuant to paragraph 1 sentence 1 above, IKM shall be entitled to require payment of the following share of the agreed remuneration as well as compensation for any expenses incurred subject to the length of period between receipt of the termination notice and the first agreed interview appointment:
More than 15 business days: 25%
11 to 15 business days: 50%
6 to 10 business days: 75%
5 business days or less: 100%.
- (3) In case of termination pursuant to paragraph 1 sentence 2 above, IKM shall be entitled to half of the agreed compensation as well as reimbursement of any expenses incurred by the time of termination. Any other claims of the Parties shall be excluded.

5. Compensation

- (1) The agreed compensation is exclusive of statutory VAT as applicable on the day of invoicing. Travel expenses (flight: Business Class, Railroad: 1st Class), VAT and any other expenditure and expenses shall be payable in addition.
- (2) Half of the agreed compensation is due for payment upon placing of the order; the remainder is due for payment within 15 days upon the invoice date.
- (3) In case the payment period is exceeded interest as common in bank practice shall be charged irrespective of any other claims at least amounting to 8 percentage points above the applicable base lending rate.
- (4) The Principal shall only be entitled to withhold payments or offset them with counterclaims to the extent that these counterclaims are undisputed or final and binding. The Principal shall only be entitled to execute his right to withhold payments to the extent that his counterclaim results from the same contractual relationship as the claim for payment on the part of IKM.

6. Warranties

- (1) IKM shall execute the research as stipulated in the order with all due diligence and analyze the data collected. IKM shall not assume any liability for the achievement or marketability of research results or targets.

- (2) In case of any defect IKM shall be entitled to employ improvement. In case improvement fails, the Principal shall be entitled to withdraw or to require a reduction in compensation. Any other claims shall be excluded with the exception of provisions pursuant to Section 7 paragraph 1.

7. Liabilities

- (1) IKM shall be liable for loss or damage irrespective of its legal cause including breach of duties of employees, representatives or agents only in case of intent, gross negligence, culpable violation of life, limb, health or contractual duties, and in case of fraudulently undisclosed defects, whose absence had been guaranteed. In case of damage or loss arising from culpable breach of contractual obligations IKM shall only be liable for the foreseeable loss or damage usually occurring not to exceed the total amount of the agreed remuneration. Otherwise, liability for loss or damage irrespective of kind, including direct and indirect consequential damages shall be excluded unless otherwise stipulated in the present provisions. The above sentences 1 and 2 shall apply accordingly in case of any claims lodged by the Principal for reimbursement of expenses incurred.
- (2) The Principal may only withdraw from the Agreement under the statutory provisions if IKM is responsible for the breach of obligation causing the withdrawal, unless otherwise stipulated in the present provisions.

8. Participation of Third Parties

IKM is entitled to commission competent staff members and third parties in execution of orders.

9. Limitation

Warranty claims of the Principal that are due to defective execution of an order as well as any claims resulting from legal causes become statute-barred after 12 months upon commencement of the statutory limitation period. In case of any claims resulting from intentional or fraudulent behavior, violation of life, limb and health the statutory limitation periods shall apply.

10. Confidentiality, Privacy

- (1) IKM undertakes to keep any information disclosed to IKM in relation to the placing and execution of an order confidential towards any third party, unless the disclosure of information is necessary for the execution of such order, or to protect the interests of IKM, or the Principal dispenses IKM from this obligation. Statutory rights to demand information shall remain unaffected.
- (2) The reproduction, proliferation, change, presentation in public or public granting of access to audio, visual and film material, other information or outcome of business activities generated by IKM within the scope of the order shall only be permissible with the prior written consent of IKM. The same shall apply to any disposal going beyond the mere analysis of the above material and information. In case IKM is taken recourse to due to any infringement of personal rights or other third-party property rights, the Principal shall exempt IKM from any cost incurred, provided an infringement of obligations as stipulated in sentence 1 has been a concurrent cause in the recourse to IKM.

11. Legal Venue, Applicable Law

- (1) Any business transactions between the Principal and IKM shall be governed by the laws of the Federal Republic of Germany, especially the German Data Protection Act.
- (2) Legal venue for any current and future claims relative to business relations shall be Munich/Germany. The same shall apply in cases where the Principal has no common legal venue in Germany, moves his place of residence (seat) or customary place of abode abroad after the contract is closed or in cases where his residence (seat) or customary place of abode is not known at the time legal action is taken.
- (3) In case of any discrepancies between this English translation and the original German version of the present General Terms and Conditions the German text shall prevail.