

Terms and Conditions

1. Provisions of application The following Terms and Conditions apply to all offers and market research orders which the Client requests and/or commissions from ADVISE RESEARCH GMBH.

Where the Terms and Conditions of the Client contradict or contain deviations from those of ADVISE RESEARCH GMBH, they shall not apply automatically. This shall also apply if the webpages of the Client explicitly demand application of the latter's Terms and Conditions. In the event of deviations and contradictions, however, all congruent and non-contradictory rules shall apply.

Additional agreements require the written form and acceptance of both contract parties without exception. The legal provisions furthermore apply.

2. Offers ADVISE RESEARCH GMBH shall submit to the Client suggestions of research, specifying the task, research method, time required, and remuneration. The Client receives this suggestion of research solely as a basis for reaching a decision on award of contract to ADVISE RESEARCH GMBH. The content may only be transmitted to a third party, in part or in whole, subject to a written agreement between the Client and ADVISE RESEARCH GMBH.

The Client shall accept the offer in writing, including via email as is customary for business.

The offer shall remain valid for 30 days without amendment. During this time, however, ADVISE RESEARCH GMBH has the right to withdraw or amend the offer, provided the Client has not yet accepted such with binding effect.

The exclusivity for certain product areas, research subjects, or research methods can only be guaranteed by ADVISE RESEARCH GMBH by a separate, written agreement which asserts the duration and additionally the fee to be charged where applicable.

3. Remuneration The remuneration stated in the suggestion of research shall in principle include all performances to be rendered for execution of the order. The Client shall also be informed in the suggestion of research of other costs that shall be incurred additionally and which are not part of the agreed remuneration - such as for test materials, travel, or additional analyses. These shall be invoiced following conclusion of the research.

ADVISE RESEARCH GMBH shall issue the offer based on the information provided by the Client. Additional costs required which arise due to missing or incorrect information may be invoiced to the Client, insofar as such is due to a materially justified reason and are defined for the Client in a comprehensible and sufficient manner. It is irrelevant in such cases whether the Client is liable for these additional costs.

The remuneration in the offers is in principle given in EUROS as net excl. VAT. Should the Client explicitly desire a different currency for the remuneration, this is subject to fluctuations in exchange rates. The average exchange rate of the month, in which the offers is submitted, shall be taken as a reference rate. Should ADVISE RESEARCH GMBH incur additional costs as a result of exchange rate fluctuations, these may be passed on to the Client following written disclosure.

Unless a rule to the contrary has been agreed, 100% of the fee shall be paid to ADVISE RESEARCH GMBH upon completion of the order (delivery of the report). If an order includes multiple phases, in which preliminary results are to be provided, settlement shall be performed for each phase. In the event of default on payment, ADVISE RESEARCH GMBH is entitled to demand interest on default to the amount of eight percentage points above the base interest rate. ADVISE RESEARCH GMBH reserves the right to withhold services in case of delayed payments.

4. Execution of order ADVISE RESEARCH GMBH is entitled to have partial services rendered by third parties in support of the rendering of services, insofar as such are adequately qualified, and work according to recognized principles and the rules of market and social research.

Should it transpire after award of contract that the research cannot be conducted for unforeseeable reasons - both for the Client and for ADVISE RESEARCH GMBH - the Client shall be informed immediately. Should no methodological solution to the problem be found, ADVISE RESEARCH GMBH is entitled to withdraw the order due to inability to perform.

5. Property rights, copyright and accessory obligations ADVISE RESEARCH GMBH holds all rights which are due to it according to the Urheberrechtsgesetz [German Copyright Act]. The Client acknowledges in particular that ADVISE RESEARCH GMBH has the sole copyright and all industrial property rights to suggestions of research, methods, concepts, processes, and procedural techniques, as well as to publications, presentations, and graphics produced by ADVISE RESEARCH GMBH. The copyright of the Client to documents which he has prepared remains unaffected.

All documents, materials, and data resulting from fulfillment of the order shall remain the property of ADVISE RESEARCH GMBH. This is also to protect the anonymity of the respondents and/or test subjects. The Client is entitled to view these documents at the premises within the legal retention periods. Requests of the Client deviating from such must be mutually asserted in writing upon award of contract.

The Client and ADVISE RESEARCH GMBH undertake to observe the strictest confidentiality regarding the information exchanged during execution of the order. This applies equally to persons and companies who are commissioned by ADVISE RESEARCH GMBH to conduct sub-services within the order, including after termination of the order. This does not affect information which was demonstrably known and/or accessible to the public before award of contract.

6. Research results and research report Research results and the research report are provided to the Client for internal use. Forwarding to third parties or publication - including in material parts - requires the prior written consent of ADVISE RESEARCH GMBH. An exception to this is information which belongs to the Client on the basis of copyright or property rights.

Insofar as the Client cites research results or content from the research report, these shall be clearly indicated as such, and ADVISE RESEARCH GMBH cited as the author. ADVISE RESEARCH GMBH is not liable for damages which occur as a result of improper or negligent use of the research results by the Client.

7. Guarantee and liability The liability of ADVISE RESEARCH GMBH and claims for defects by the Client are in line with the legal regulations unless otherwise agreed.

ADVISE RESEARCH GMBH guarantees orderly performance of the research according to scientific principles and evaluation methods pursuant to Sec. 4. Guarantee claims of the Client based on clear and obvious defects must be enforced in writing no later than 2 weeks after receipt of the research results. In the event of defects that are not clear and obvious, this period shall begin upon the defect becoming known, though no later than 3 months from disclosure of the most recent legally relevant data. The guarantee period begins upon receipt of the most recent legally relevant results (data) and lasts for one year.

ADVISE RESEARCH GMBH is not liable for damages which occur as a result of decisions or recommendations of the Client which he has made in relation to the research results. The Client acknowledges that he alone shall be responsible for all measures and decisions unless there exists a serious breach of obligations with willful intent or serious negligent behavior on the part of ADVISE

RESEARCH GMBH, its legal representatives, or its agents. This includes above all culpable damage to health, injury, or loss of life, as well as fraudulent concealment of defects in the research.

In the event of damages caused by negligent breach of material contract obligations, ADVISE RESEARCH GMBH shall only be liable to the extent of foreseeable damages typical for a contract. The amount of the damage compensation in this regard shall be limited to the net remuneration of the respective order. The compensation of indirect damages and unforeseeable follow-up damages is excluded.

Insofar as claims are made against the Client due to alleged breaches of obligation on the part of ADVISE RESEARCH GMBH, and the Client therefore wishes to recover such from ADVISE RESEARCH GMBH, ADVISE RESEARCH GMBH shall be informed as early as possible. ADVISE RESEARCH GMBH is entitled to conduct or oversee the legal dispute. This right does not affect the rights to defense of the Client.

8. Delay, damages or loss

All materials handed over by the Client, in particular test products, shall be treated with the utmost care by ADVISE RESEARCH GMBH. Delivery shall be performed at the expense and risk of the Client.

In this regard, ADVISE RESEARCH GMBH is liable for the loss and/or damage of such, or for delivery deadlines being exceeded and for delays and subsequent costs caused by such only insofar as such were caused by ADVISE RESEARCH GMBH as a result of gross negligence. ADVISE RESEARCH GMBH is equally exempt from liability if the aforementioned damages are caused by third parties or circumstances (in particular force majeure, civil unrest, industrial action, sovereign measures, lockouts) which ADVISE RESEARCH GMBH could not predict, influence, or prevent.

If the Client delays in providing the information or materials necessary for the research, ADVISE RESEARCH GMBH is entitled to demand extension of the delivery and performance deadlines accordingly.

9. Product tests If the performance covers the testing or use of products, samples, or test materials (including prototypes) of the Client, the Client shall ensure without restriction that all content, packaging, and labels are in accordance with all laws applicable in the respective countries. Moreover, the Client is responsible for producing exemption clauses/waivers from respondents, or - if such are to be produced by ADVISE RESEARCH GMBH - for approving such in writing insofar as such are stipulated for the affected products, samples, or test materials.

The Client bears the responsibility that all necessary chemical, medical, pharmaceutical, or other tests/investigations/analyses have been performed on the test product before the contract is awarded to ADVISE RESEARCH GMBH. He bears the responsibility that

the product is suitable for the test, and that there are no indications that the product can cause any sort of damages.

The Client must compensate ADVISE RESEARCH GMBH for all losses, damages, and claims of third parties which occur as a result of the products, samples, or test materials used in the research. The Client undertakes to procure an appropriate product liability insurance policy for this purpose.

ADVISE RESEARCH GMBH is not liable for the use, loss, or damage of these products, samples, or test materials once they have been handed over to the respondents.

The provisions of the Produkthaftungsgesetz [German Product Liability Act] apply otherwise.

10. Final provisions Place of performance for all deliveries and performances is the headquarters of ADVISE RESEARCH GMBH. Place of jurisdiction for all disputes from and relating to the order is Ulm. The law of the Federal Republic of Germany applies exclusively.

The ineffectiveness of parts of this contract shall not affect the validity of the rest of the contract. An ineffective contract clause shall be replaced by an effective clause which most closely reflects the economic aim and interests of the two contract parties.

Amendments and addenda to the contract always require the written form - including email or fax - to be effective.