

## Conditions for Contracts Concerning the Carrying out of services for third parties

### 1. Remuneration

- 1.1 The remuneration (including the legal taxes, VAT) shall be paid by the client without deduction into the designated bank account of the "Kasse der Technischen Universität Berlin" within 30 days after the date of the relevant invoice, citing the payment reference as indicated in the invoice. 50% of the remuneration is payable at the beginning of the R&D work, the remaining sum is due after its completion.
- 2.2 In the event of any arrears in payment, the university is entitled according to § 288 I 1 of the German Civil Code (BGB) to charge penalty interest on such arrears, as well as to demand compensation from the client for any other provable damage caused. The legal penalty interest rate is 5% beyond the basis interest rate of the European Central Bank.

### 2. Acceptance

The final inspection of the generated services shall be made and documented by the client for the university within 14 days after delivery/transfer of the generated services.

### 3. Warranty, liability

- 3.1 The university shall carry out the services agreed upon with the care customary to it and to the best of its ability, on the basis the most recent state of science and technology.
- 3.2 Up to six months after the presentation of the services results the university shall remedy any defects, if reasonable, within the scope of the means available to the university from its basic funding. There is no right of cancellation of contract.
- 3.3 In the case of negligence, possible liability resulting from defaults in performance shall be limited to the amount of the remuneration to be paid to the university, in the case of violation of collateral duties laid down in the contract, the university shall be liable for up to three times the remuneration to be paid to the university, or to a maximum of € 250,000 if three times the remuneration exceeds this amount.
- 3.4 Except in cases of intent, there is no liability for loss of production or interruption of operation, lost profits or other consequential damages.

### 4. Sundries

- 4.1 Conditions of delivery and payment or terms of business of the client are part of the contract only if they have been explicitly agreed upon by written and certified conform by a legally entitled per-son of the university. Disclaimer of the written form, as well as disclaimer of this 4.1, Sentence 2, is only valid if agreed in writing.
- 4.2 The execution of the services is governed by the laws of the Federal Republic of Germany.
- 4.3 The Courts of Berlin shall have exclusive jurisdiction.