

Sonic Sales Support GmbH

General Terms and Conditions for Services and Works

1. Scope

- 1.1 These General Terms and Conditions of Business (hereinafter referred to as “**GTC**”) shall apply to all contracts concluded with Sonic Sales Support GmbH, Campus Fichtenhain 46, 47807 Krefeld, Germany (“**Sonic**”) and other activities between Sonic and the Customer, unless expressly agreed otherwise by written agreement between Sonic and the Customer. They shall also apply to all future sales, deliveries, services and offers. The following GTC shall only apply if the Customer is a businessperson (§ 14 BGB), a legal entity under public law or a special fund under public law. A businessperson is any natural or legal person or partnership with legal capacity who acts in exercise of their commercial or independent professional activity when concluding the contract.
- 1.2 The version of the GTC valid at the time of conclusion of the respective contract shall apply.
- 1.3 Deviating or supplementary terms and conditions of the Customer or third parties shall not be recognized by Sonic and thus shall not become part of the contract, even if Sonic does not object to them. Even if Sonic refers to a letter that contains or refers to third-party terms and conditions, this shall not constitute an agreement to the validity of those terms and conditions. Only if Sonic expressly agrees to the validity of other terms and conditions in writing shall such terms and conditions apply.
- 1.4 Assurances, additional agreements or other changes to the contract requested by the Customer shall only apply if expressly confirmed in writing by Sonic.
- 1.5 The contract is concluded in German.

Special provisions for services

2. Place of performance

Sonic is free to choose the place of performance.

3. Performance time

Sonic is free to decide on the performance time.

4. Warranty

Sonic undertakes to perform the work assigned to it with professional and commercial care to the best of its knowledge.

5. Term and termination rights

- 5.1 With regard to services, this contract is concluded for an indefinite period of time, unless the Parties have agreed otherwise.
- 5.2 It may be terminated by either party with one month's notice to the end of the month.
- 5.3 If Sonic terminates the contract for good cause, the Customer shall pay Sonic the costs and fees demonstrably incurred up to the date of termination.

Special provisions for works

6. Delivery

- 6.1 Sonic shall be entitled to make partial deliveries insofar as this is reasonable for the Customer.
- 6.2 Unless otherwise agreed, the delivery time is 14 (fourteen) days.
- 6.3 The following delivery restrictions apply: Unless otherwise agreed by the parties, Sonic shall deliver only to delivery addresses in Germany, Austria or Switzerland.

7. Retention of title

The delivered goods shall remain the property of Sonic until the purchase price has been paid in full.

8. Shipping costs

- 8.1 The shipping costs are specified in the order confirmation and are to be borne by the Customer.
- 8.2 If Sonic fulfills the Customer's order by means of partial delivery pursuant to Section 6.1, the Customer shall only bear the shipping costs for the first partial delivery. If the partial delivery is made at the request of the Customer, shipping costs shall be incurred for each partial delivery and shall be borne by the Customer.

9. Warranty

- 9.1 Sonic shall be liable for material defects and defects of title in accordance with the provisions of the German Civil Code (BGB) for contracts for work and services, but the Customer must first assert the rights to supplementary performance. If the supplementary performance fails, the Customer shall be entitled to the further defect rights (self-execution, withdrawal, reduction, compensation).
- 9.2 A guarantee only exists if this has been expressly stated in the order confirmation.

Common provisions for works and services

10. Cooperation duties of the Customer

- 10.1 The Customer shall support Sonic's services by reasonable cooperation. In particular, the Customer shall provide Sonic with the necessary data, templates, product and other information (the "**Customer Information**") and allow Sonic's employees access to their business premises during their business hours to the extent necessary. In addition, the Customer shall provide the necessary working materials, in particular workstations and computers, on its business premises to a reasonable extent.
- 10.2 Insofar as the Customer provides Sonic with Customer Information for use in the performance of advertising measures, the Customer warrants that they are authorized to provide and use such Customer Information.
- 10.3 The Customer shall appoint a contact person and a deputy as permanent reference persons for all matters relating to the project or the order. They shall be enabled to either make all decisions concerning the project or the order themselves or to bring them about in a timely manner. In addition, the Customer shall provide those employees whose special knowledge is necessary for the realization of the project or the order.
- 10.4 If the Customer fails to comply with his duties to cooperate and if Sonic is unable to complete its consulting services in whole or in part within the agreed time for this reason, the time period agreed for this purpose shall be extended accordingly.

11. Prices and payment methods

- 11.1 All prices are subject to the applicable statutory sales tax.
- 11.2 The Customer can make the payment by bank transfer.
- 11.3 Remuneration and reimbursement of expenses shall each be due for payment fourteen (14) days after receipt of an invoice.
- 11.4 In the event of default in payment, Sonic shall be entitled to demand default interest at the statutory rate. If Sonic can prove that it has incurred higher damages due to default, Sonic shall be entitled to assert such damages.

12. Offsetting and right of retention

- 12.1 The Customer may only offset claims of Sonic with legally established or undisputed claims.
- 12.2 The Customer may exercise a right of retention under § 273 BGB only with legally established or undisputed claims.

13. Liability

- 13.1 The liability of Sonic is excluded. Excluded from this are claims for damages by the Customer arising from injury to life, body or health, or from the breach of essential contractual obligations (so-called cardinal obligations), as well as liability for other damages based on an intentional or grossly negligent breach of duty by Sonic, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is essential to the proper performance of the contract and on whose fulfillment the Customer may regularly rely.

- 13.2 In the event of a breach of essential contractual obligations, Sonic shall only be liable for the foreseeable damage typical for the contract, if such damage was caused by slight negligence, unless the Customer's claims for damages are based on injury to life, body or health.
- 13.3 The provisions in Sections 13.1 and 1.1 shall also apply in favor of Sonic's legal representatives, employees, executive bodies and vicarious agents.
- 13.4 The limitations of liability resulting from Sections 13.1 and 1.1 shall not apply insofar as Sonic has fraudulently concealed the defect or has made a guarantee for the quality of the item.
- 13.5 The provisions of product liability law shall remain unaffected.

14. Rights of use

- 14.1 Upon settlement of all invoices relating to the order, Sonic shall transfer to the Customer all rights of use required for the use of its work and services to the extent agreed upon for the order. In case of doubt, Sonic shall fulfill its obligation by granting non-exclusive rights of use in the territory of the Federal Republic of Germany for a limited period of time for the duration of the use of the advertising material or other service. Any use beyond this, in particular editing and modification, shall require the prior written consent of Sonic.
- 14.2 Rights of use to work that has not been fully paid for at the end of the contract shall remain with Sonic, subject to agreements otherwise made.
- 14.3 The transfer of the rights of use from the Customer to third parties requires the prior written consent of Sonic.

15. Subcontractor

Sonic shall be entitled to engage subcontractors for the performance of the services.

16. Confidentiality

- 16.1 "**Confidential Information**" shall mean all information and documents of the respective other party which are marked as confidential or which are to be regarded as confidential due to the circumstances, including, but not limited to, concepts, information on operational processes, business relations and know-how, as well as – for Sonic – all work results.
- 16.2 The parties agree to maintain confidentiality about Confidential Information. This obligation shall continue indefinitely after termination of the contract.
- 16.3 Such Confidential Information is exempt from this obligation,
- a) which was demonstrably already known to the recipient at the time the contract was concluded or subsequently became known to the recipient from a third party, without this violating a confidentiality agreement, statutory regulations or official orders;

- b) which is public knowledge at the time of the conclusion of the contract or is made public thereafter, insofar as this is not based on a breach of this contract;
- c) which must be disclosed due to legal obligations or by order of a court or a state authority. To the extent permissible and possible, the recipient obligated to disclose shall inform the other party in advance and give it the opportunity to object to the disclosure.

16.4 The parties shall only grant access to Confidential Information to consultants who are subject to professional secrecy obligations or upon who obligations corresponding to the confidentiality obligations of this contract have been imposed beforehand. Furthermore, the parties shall disclose the Confidential Information only to those employees who need to know it for the performance of this contract and shall also oblige such employees to maintain confidentiality to the extent permitted by employment law for the period after their departure.

17. Final provisions

17.1 The Customer requires the prior written consent of Sonic in order to transfer its rights under this contract onto someone else. § 354a HGB remains unaffected.

17.2 The place of performance for all obligations arising from this contract is Krefeld.

17.3 Contracts between Sonic and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

17.4 The exclusive place of jurisdiction for all disputes arising from contractual relationships between Sonic and the Customer shall be Krefeld.

17.5 Amendments and supplements to this contract must be made in writing. This also applies to the amendment or cancellation of this clause.

17.6 Should one or more provisions of this contract be or become invalid or void or contain a loophole, the validity of the rest of this contract shall remain unaffected. In the event that dispositive law is not available or the application of dispositive law would lead to an unacceptable result, the invalid or void provision shall be replaced by a valid provision whose effects come as close as possible to the economic objective pursued by the contracting parties with the invalid or void provision. Insofar as one or more provisions of this contract contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of this contract and the purpose of this contract if they had been aware of the loophole.