leogistics^R

General Terms and Conditions
for Professional Services

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1 Scope and conclusion of these General Terms and Conditions

1.1 These General Terms and Conditions (hereinafter: "GTC") shall apply to any performance of work and/or services by leogistics GmbH (hereinafter: "leogistics") for the Client. They also apply to any future work and services performed by leogistics for the Client insofar as nothing has been expressly agreed to the contrary in writing. Conflicting terms and conditions of the Client shall not apply even if leogistics does not expressly reject them. Any agreements or side letters deviating from these terms shall not be effective unless approved by leogistics in writing. Approved deviations shall only apply to a certain individual case and shall have no effect for any future transactions. Furthermore, the provisions of these GTC shall apply to the pre-contractual obligation.

1.2 In the case of work performances, leogistics shall be responsible for the control and monitoring of the service provision and the achieved results. Services provided by leogistics serve to support and advise the Client; the Client however shall be responsible for the obtained or achieved results.

1.3 If, in addition to signing a contract, the Client's internal organizational guidelines require that the Client additionally generates its own purchase order with which it orders the deliveries and services from leogistics, the Client shall ensure that the content of the purchase order does not deviate from the signed contract.

2 Subject matter of these General Terms and Conditions

2.1 Content and scope of the contractual performance is based exclusively on the specific agreements contained in the individual contract with the Client, in particular leogistics' Statement of Work (hereinafter: "SoW"). If necessary, the SoW will also determine the input provided by the Client and leogistics as well as the Client's obligation to cooperate. Unless otherwise agreed in the SoW, the Client bears the responsibility for the project and the overall result.

2.2 Any services, which are not included in a specific SoW or contract, are not part of the SoW or contract. In particular, installation, introduction and maintenance costs will only be part of the contract if they were expressly agreed upon in writing.

2.3 Both parties are entitled to suggest subsequent changes and additions to the agreed performance stated in the SoW or contract ("Change Request"). leogistics will evaluate Change Requests from the Client within a reasonable time and submit a written offer for the change in performance, its remuneration and, where applicable, any necessary adjustment to the timetable or other agreements. leogistics is entitled to reject a requested change in performance if it is technically impossible or involves an unreasonable amount of work. leogistics may invoice the Client for the costs of assessing any Change Requests at the agreed hourly rates, alternatively at leogistics' usual hourly rates. Until consent is given by the Client, leogistics shall continue with the performance of the services and/or work in accordance with the existing contract and/or SoW.

2.4   In all other respects, price lists and any advertising documents of leogistics shall be non-binding and be always subject to change. Any further services will be provided either by timely acceptance of a written proposal by leogistics or otherwise with order confirmation by leogistics. The order confirmation must correspond to the submitted proposal and then determines the scope of the obligations assumed by leogistics.

3   Rights of use in relation to work results

3.1   With respect to the work results obtained for the Client and transferred to the Client in accordance with the contract and/or SoW, the Client shall, in the absence of a contractual provision to the contrary, have the irrevocable and non-exclusive right, which is unrestricted in terms of time and geographic area to use the work results in order to achieve the economic purposes pursued in the underlying contract.

3.2   Insofar as the Client obtains, on the basis of an express contractual agreement, an exclusive right of use for work results, leogistics shall always be entitled to use its own knowledge or that of its employees used for the purposes of producing the specific work results, as well as tools and procedures, which are intended or suitable for re-use in the context of other contractual relationships or for the purposes of leogistics' own business operations. This shall not apply to knowledge which is regarded as the Client's trade or business secret. Even where the Client is granted exclusive rights of use, leogistics shall always remain entitled to keep and use a copy of the software (source code) and documentation for the purpose of supplementary performance within the framework of its warranty for material defects and/or defects in title.

3.3   The precondition for the granting of rights in accordance with Clauses 3.1 or 3.2 is the complete payment of the agreed remuneration and, in the case of work performance, the acceptance of the work results to be performed.

3.4   The Client shall be entitled to request the source code for the computer programs which have been individually created for the Client, and to which the Client has been granted an exclusive right of use by leogistics, if and insofar as this source code is in the possession and under the control of leogistics and always provided leogistics has the legal right to dispose of the source code. The Client is obliged to use this source code only in accordance with the rights of use which have been granted to the Client. The Client may only disclose the source code to third parties, or otherwise make it available, insofar as this is necessary, according to the circumstances of the individual case, always provided that this is necessary to safeguard the legal rights of the Client, e.g. in order to secure the future use of the respective computer programs for the aforementioned purposes, by way of maintenance, development or other processing, independently of leogistics. Otherwise, the Client is obliged to treat the source code as confidential and must impose the same duties of confidentiality upon third parties to whom it intends to disclose the source code.

4   Work results of third parties

4.1   The Client can - as far as provided for in the scope of services - hand over work results of third parties to leogistics for processing or other redesigns.

4.2   The Client shall ensure that the terms of use for work results of third parties do not conflict with the processing or redesign as well as the utilization or publication of the processing by leogistics or its vicarious agents.

4.3   The Client shall indemnify leogistics and its vicarious agents against any liability for claims by third parties arising from an unauthorized transfer for processing or transformation, unless leogistics or its vicarious agents have acted with intent or gross negligence.

5   Freeware, Shareware and Open Source Software

5.1   If the work results contain freeware, shareware or open source software (hereinafter re-ferred to as "OSS"), leogistics shall not charge the Client any remuneration or license fee for the use of this OSS. leogistics shall only be liable for defects of the OSS in case of fraudulent concealment. Any further liability is limited to intent and gross negligence, except for dam-ages resulting from injury to life, body or health. In these cases, leogistics shall also be liable in the event of a simple negligent breach of duty. In cases of product liability, leogistics shall be liable in accordance with the Product Liability Act. With regard to the OSS, the specific terms of use apply, which are either part of the documentation or are handed over to the Client by leogistics. Upon request of the Client, leogistics will hand over to the Client a copy of the source code of the Open Source Software. If and to the extent that the provisions in this contract and the OSS conditions contradict each other, the OSS conditions shall take precedence over all other contractual conditions with regard to the OSS.

6   Remuneration

6.1   Price details for work which is remunerated on a time and materials basis, are estimates. The quantities forming the basis of an estimate are derived from an evaluation of the extent of the work, carried out in good faith, at the time of conclusion of the contract. They may change as a result of the actual circumstances. Where leogistics discovers, in the course of perfor-mance, that the estimate will be exceeded, it shall notify the Client of this without delay.

6.2   If not otherwise agreed, work and services shall be invoiced on a time and materials basis at the hourly rates submitted, alternatively at leogistics' usual hourly rates, plus the charges and expenses required for the provision of the services, in particular travel costs (travelling time, travel expenses, accommodation etc.) and expenses. The same applies to work and/or services outside the agreed scope of performance and additional expenditure resulting from incorrect/ incomplete information provided by the Client or unjustified notices of defects, improper use of the system or breaches of duty by the Client.

6.3   When invoicing on a time and materials basis, leogistics charges the hours worked and the travelling time, costs and expenses incurred, at the applicable hourly or daily rates at the end of each month. The travel expenses are submitted on the basis of actuals and receipts with a brief description of the activity in form of an activity report (as an attachment to the

invoice). Where the period of work is shorter, Client receives the invoice at the end of the period. If leogistics does not receive a written objection to a properly executed activity report from the Client within 5 working days, the activity report is considered accepted by the Client. Every half-hour or part thereof will be charged. The Client is not entitled to call off quotas of less than 4 man-hours per day unless this has been expressly agreed in writing or contractual performance requires lower daily quotas. A "man-day" means 8 working hours.

6.4 If the Client's order cannot be completely or partly executed for reasons, for which the Client is responsible, the Client will remain committed to the payment of the contract price after deduction of the effectively saved expenses.

6.5 In the case of an agreed fixed price, leogistics shall invoice for the remuneration pursuant to the payment plan contained in the contract. In the case of remuneration on a time and materials basis, invoicing shall take place at the beginning of the month following performance or, in the case of a shorter performance period, following completion of performance, provided nothing has been agreed to the contrary. Invoices are due for payment, without deductions, within 14 days after the date of invoice. The Client is only entitled to exercise a right of set-off or retention against leogistics where the Client's claim is undisputed or has been upheld by way of a final court judgment or if it is a counter-claim from the same contractual relationship.

6.6 The value added tax as well as any other legal dues will be separately displayed on the invoice according to the appropriate legal amount. This refers also to public charges, taxes and the like if the work/services have been provided abroad. Price details in the proposal/contract are net and exclusive of statutory or value added tax.

6.7 If the Client's payment is late or delayed, any outstanding payment or invoice amount shall bear interest at 9 percentage points above the base rate applicable in each case. Claims for additional losses are not excluded. leogistics is also entitled to refuse performance where the Client fails to settle an overdue invoice despite payment request.

7 Assignment, set-off and rights of retention

7.1 The Client may only offset or retain payments due to defects insofar as he is actually entitled to payment claims due to material defects or defects of title of the service. Due to other warranty claims, the Client may withhold payments only in so far as they are reasonable in relation to the defect. The Client has no right of retention if his claim for defects has become statute-barred. Otherwise, the Client may only offset or exercise a retention with undisputed or legally established claims.

7.2 An assignment by the Client requires the prior written consent of leogistics.

8   leogistics' Performance

8.1   The work and/or service to be performed by leogistics for the Client as well as the place of the performance are determined in each respective contract or SoW. Unless otherwise agreed between the contracting parties in the contract, the place of performance shall be the place of business of the respective employee of leogistics.

8.2   At Client's request, leogistics shall provide the agreed services on the Client's premises. Even then, the employees of leogistics are not integrated into the Client's company. Only leogistics is authorized to give instructions to its employees.

8.3   leogistics decides which employees it uses for the provision of services and is entitled at any time, after notification to the Client, to replace one employee with at least another equally qualified employee.

8.4   Both contracting parties will mutually designate a Project Manager, who will act as the responsible person in dealing with the respective contracting party for the period of the contract execution.

8.5   The Client's obligations and responsibilities include the punctual execution of the obligations to cooperate which are specified in each contract or SoW. The Client's obligations include without limitation in particular the disclosure (provision) of any required documents, information, programs and equipment, which are significant for the execution of the respective contract at the Client's company, and the supply of the required personnel.

9   Cooperation between the parties

9.1   The Client is obliged to provide any and all assistance and make the declarations necessary to ensure contractual performance, professionally and within the agreed deadlines. For each project, each contracting party shall appoint a qualified employee (usually the project manager) who can provide information required for the implementation of the contract and who can either make or bring about decisions. Where the Client defaults on performance of the duties and obligations for which it is responsible, leogistics' duty of performance shall be suspended for the period of the default if, without performance of the Client's said duties, it is impossible or requires unreasonable additional expenditure or efforts. In addition to the agreed remuneration, the Client shall reimburse leogistics for the additional costs incurred as a result, at the agreed applicable daily or hourly rates. § 643 German Civil Code (BGB) shall remain unaffected. Where a timetable has been agreed, the deadlines shall be postponed according to the duration of the delay.

9.2   Where leogistics is otherwise obstructed in its contractual performance it shall notify the Client thereof. The notification should contain information about the likely duration of the delay. Performance deadlines shall be extended by a reasonable amount of time insofar as the delay is not caused by leogistics or its agents.

10   Acceptance (only for work performance)

The following shall apply to all work performances accessible to acceptance (hereinafter referred to as performances):

10.1   The Client shall declare acceptance after receipt of the written request for acceptance by leogistics, unless a different period has been agreed upon, in the case of

   a.   documents (e.g. concept, specifications, study, documentation etc.) within 5 working days, or

   b.   promptly upon the creation of a software solution, but at the latest within 10 working days.

   c.   a new acceptance without delay.

10.2   During this examination period, the Client can confirm that the services have been delivered in accordance with the contract. The Client shall provide leogistics with the prerequisites required for the performance of the acceptance test and described in the test and acceptance plan, in particular test data, workstations, devices and test cases (stating purpose, inputs and expected system reaction) in good time before the start of the acceptance test for quality assurance purposes. If the Client does not provide the prerequisites required for acceptance in accordance with the contract despite a written request, the performances shall be deemed to have been accepted 10 working days after the letter of request has expired. The Client is obliged to inform leogistics immediately in writing if deviations from the contractually stipulated requirements become known to him during the acceptance test.

10.3   leogistics shall draw up a written record of the acceptance test whose correctness the Client confirms by signing. In this record all determined defects are described and the reasons for a possible refusal of acceptance are listed conclusively. Unless otherwise agreed, delimitable partial performances shall also be accepted individually in accordance with these regulations. Already declared partial acceptances remain unaffected by later acceptance tests for other services. The same applies to tests already carried out, except insofar as these are affected by a defect or its elimination.

10.4   Unless otherwise agreed, a notified defect shall be assigned to one of the following categories:

Category 1	The performance is afflicted with a defect which makes the usability impossible or only permitted with serious restrictions.
Category 2	The defect causes usage restrictions of the system. However, the defect does not affect the functionality of the service to such an extent that the usability of the system or the part of the system to be accepted is excluded, or the defect can be circumvented by suitable measures in a manner and for a duration reasonable for the Client.
Category 3	The performance is afflicted with a defect which only insignificantly restricts the usability.

10.5 The Client shall only be entitled to refuse acceptance on the grounds of Category 1 defects (see Section 10.4). This shall also apply if several Category 2 defects together lead to Category 1 effects. Category 2 and 3 defects do not prevent acceptance of the service but must be remedied within the framework of subsequent performance. Category 1 defects shall be remedied immediately by leogistics, the Client shall be informed thereof in writing and, if applicable, the services shall be accepted again; the Client shall immediately accept the services in writing if the conditions for acceptance are met. Category 2 defects shall be remedied within six (6) weeks; Category 3 defects within a reasonable period.

10.6 Partial acceptances already declared shall remain unaffected by subsequent acceptance tests for other services. The same shall apply to tests already performed, except insofar as these are affected by a defect or its elimination.

10.7 The Client will then accept the performance immediately in writing if the conditions for acceptance are met. If according to the contract a planning document and based on it the programming of software is owed, leogistics begins with the software programming only after the planning document has been accepted.

10.8 The services are deemed to have been accepted - even without an express declaration by the Client and without a request for acceptance by leogistics,

   a. if the Client uses the Service for purposes other than testing; or

   b. the Client has used the created software in productive operation for a period of at least 6 weeks after it has been made available for acceptance, unless acceptance is justifiably refused, or

   c. upon payment, unless the Client has justifiably refused acceptance, or

   d. if the Client does not give notice of any defects within a reasonable period set by leogistics, which hinder acceptance and leogistics has pointed out these consequences when setting the deadline.

10.9 Unless otherwise agreed, definable partial services shall also be accepted individually in accordance with these provisions.

10.10 Productive use of the software without a prior test phase is at the risk of the Client.

11   Material defects (only for work performance)

11.1 The Client's statutory rights in the case of defects (§ 634 et seq. German Civil Code (BGB)) shall remain unaffected insofar as the following contains no express special provision. leogistics warrants that the work essentially corresponds to the respective contract or SoW. Any warranty must be expressly described as such in writing.

11.2 Where the Client requires supplementary performance due to a defect, leogistics is entitled to choose whether to remedy the defect or produce a new piece of work. In the case of software, supplementary performance may also take place by handing over or installing a new program version or a workaround solution. leogistics is entitled to carry out such number

of attempts to remedy the defects as is appropriate according to the circumstances of the individual case and reasonable for the Client.

11.3 Defects must be reported in writing by way of a detailed and comprehensible description of the symptoms of the defect and, as proof, suitable written records, hard copies and the like, to allow reproduction of the defect. Any statutory inspection and reporting obligations remain unaffected.

11.4 The limitation period for claims under warranty is 12 months as from acceptance of the work performance; in the case of an unjustified refusal of acceptance and in the case of § 646 German Civil Code (BGB), as from completion of the work. Claims due to the fraudulent concealment of a defect are subject to the normal limitation period.

11.5 Changes or additions to the work performance, which are initiated by the Client without consultation with leogistics and/or contrary to the advice of leogistics, shall exclude leogistics' warranty unless the change or addition is proven not to be the cause of the defect. The same applies to defects resulting from improper use or inappropriate operating conditions/facilities on the part of the Client.

11.6 If a defect is attributable to information provided by the Client or to claims of the Client for the execution of the contractual performances, then leogistics will not be required to provide any supplementary performance regarding this defect.

11.7 leogistics may invoice the Client for the cost of checking unjustified reports of defects, in accordance with its applicable hourly rates.

11.8 Where the Client is entitled to rescind the contract due to any default in performance, the Client must declare its rescission within a cut-off period of fourteen (14) days of the grounds for rescission coming into existence. In the case of minor defects, rescission and the right to claim damages in lieu of the whole performance are excluded unless the defect was fraudulently concealed.

12   Defects in title

12.1 leogistics warrants that the work and services which it delivers are free from any third-party rights which would prevent their use pursuant to the contract and/or SoW.

12.2 Where third parties assert such rights, leogistics shall, at its own expense, defend services against the rights asserted by third parties insofar as the Client notifies leogistics of the assertion of such third-party rights, in writing, without delay, grants leogistics the necessary powers and authorizations and provide it with appropriate and reasonable support. The Client shall not be entitled to acknowledge claims of third parties and must always leave the resolution of any disputes to leogistics including any out-of-court settlements or conduct such cases with leogistics only by mutual agreement.

12.3 Where there are defects in title, leogistics is entitled to choose either to defend/enforce by suitable means the contractual use of the services delivered against the assertion of third-party rights, or to change or replace them in such a way that the third-party rights are no

longer infringed, or the third parties no longer assert an infringement. The agreed functionality of the services supplied may not be unreasonably impaired by the defense measures. leogistics continues to be obliged to reimburse the necessary costs of asserting legal rights incurred by the Client which are capable of reimbursement against presentation of proper receipts.

12.4 Where the removal of defects under Clause 12.3 fails within a reasonable grace period set by the Client, the Client is entitled, subject to any statutory requirements, to choose either to withdraw from the contract or to reduce the price and claim damages within the limits of liability of Clause 13.

12.5 In all other respects Clauses 11.4 to 11.8 shall apply mutatis mutandis.

13 Liability

13.1 leogistics shall be liable for claims for damages or for reimbursement of expenses or indemnification irrespective of their legal basis only as specified below (lit. a to d.):

a. The liability of leogistics for damages which are caused intentionally or grossly negligently by leogistics or one of its vicarious agents or legal representatives or which are attributable to serious organizational fault on the part of leogistics, as well as for damages which are caused by the absence of a guaranteed quality, is unlimited in amount.

b. In the case of losses arising from injury to life, body or health liability shall be unlimited in its amount, even in cases of a breach of a contractual obligation due to minor negligence on the part of leogistics or its legal representative or agents.

c. In the event of a negligent violation of a substantial contract obligation, the liability of leogistics for material damage and pecuniary loss shall be limited to the foreseeable damage typically occurring. This also applies to loss of earnings and forfeited savings. Liability for other remote consequential damages is excluded. A substantial contract obligation in this sense consists of each obligation, which is indispensable for enabling the due fulfillment of the contract obligations and on whose observance the Client relies or may reasonably rely. This applies in particular to leogistics obligation to produce a piece of work in accordance with the contract. The parties agree that the foreseeable, typically occurring damage will not exceed 100,000 EUR or the contract value, whichever is the higher. The Parties may agree on further liability against separate remuneration upon conclusion of the contract. In addition, and with priority, the liability of leogistics for minor negligence arising from the respective contract and its execution for damages and reimbursement of expenses - irrespective of the legal basis - shall be limited in total to the percentage of the remuneration stipulated in this contract at the time of conclusion of the contract.

       d.   In the event of product liability, leogistics shall be liable in accordance with the German Product Liability Act (ProdHaftG).

13.2 Each further liability of leogistics for damage compensation, in particular liability without fault, shall be expressly excluded, as far as legally possible.

13.3 If damage is due both to leogistics ' and the Client's fault, the contributory negligence of the Client must be taken into account.

13.4 The Client is responsible for a regular backup of its data, commensurate with the importance of the data. If data loss is caused by leogistics, leogistics shall only be liable for the costs of copying the data for the backup copies and for restoring the data that also would have been lost had the backup of the data been successful.

13.5 In the case of software that is not manufactured by leogistics (extraneous software), the liability of leogistics will be limited to the good condition of the data storage media and any manuals provided. leogistics' liability for the content, the functionality and the correctness of the extraneous software is excluded. The Client acknowledges that the supplier/developer of the extraneous software shall carry the exclusive responsibility for any warranty/liability issues.

14   Confidentiality, Data Protection

14.1 The parties undertake to treat as confidential all confidential information which becomes known to them under any contract or SOW concluded pursuant to these Terms and Conditions and only to use it for contractually agreed purposes. Confidential information within the meaning of this provision includes any information, documentation, details and data which are designated as such, or which, by their nature, must be regarded as confidential. Excluded is only confidential information which was publicly accessible at the time of disclosure or has become publicly accessible thereafter, which the receiving contracting party has obtained from a third party without breach of a directly or indirectly existing duty of confidentiality, which was already in the possession of the receiving contracting party or known to it at the time of disclosure, or which was developed by the receiving contracting party independently of the confidential information. The duty of confidentiality shall continue for 2 years after the end of the contractual relationship. This does not apply to personal data which the parties will treat confidentially for an unlimited period of time.

14.2 In addition to any contractual obligations, leogistics' know-how, which is required for performing the work and/or services, is to be particularly held in utmost confidentiality by the Client. Company secrets and know-how of the other contract party may not be used without the other party's previous written approval.

14.3 leogistics shall in particular oblige all employees used for data processing to maintain data secrecy. The Client assures to have created all legally necessary prerequisites (e.g. by obtaining declarations of consent) in order to enable leogistics to provide services in compliance with data protection. If leogistics collects, processes or uses personal data on behalf of the Client, the parties shall conclude a separate Data Processing Agreement (DPA) to this effect.

The data processing shall be carried out in accordance with the Client's instructions. In this respect, the Client is solely responsible for the legality of the data transfer and processing.

14.4 The parties are aware that electronic and unencrypted communication (e.g. by e-mail) is subject to security risks. With this type of communication, you will therefore not assert any claims based on the absence of encryption, unless encryption has been agreed.

14.5 The legal texts of the GDPR (General Data Protection Regulation) shall apply. The parties undertake to observe the statutory provisions on data protection and to impose compliance with these provisions on their employees.

14.6 If leogistics receives access to hardware and software of the Client, no commercial processing or use of personal data is intended. Rather, a transfer of personal data occurs only in exceptional cases and as a secondary consequence of the contractual performance of leogistics.

14.7 The Client affirms that he has created all legally necessary prerequisites (e.g. by obtaining declarations of consent) to enable leogistics to provide work and services in compliance with data protection regulations. If leogistics collects, processes or uses personal data on behalf of the Client, the parties will conclude a separate order processing agreement. The order processing shall be carried out in accordance with the instructions of the Client. In this respect, the Client is solely responsible for the legality of the data transfer and processing.

14.8 The Client expressly agrees that his data in connection with the contract, in particular names, business addresses, telephone numbers and email addresses of employees and subcontractors, may be processed, used and transmitted to companies associated with leogistics in internal systems for the purpose of carrying out the business relationship of leogistics and its subcontractors. The Client can revoke this consent at any time.

15 Reference data

15.1 leogistics is entitled to use the Client's name, brand and information about the project as a reference or for marketing purposes until revoked, subject to the aforementioned confidentiality obligation. This applies in particular to the use in marketing brochures, websites, project proposals and internal and external presentations in the sense of a list of relevant Clients of leogistics. The Client may revoke this consent at any time.

16 Termination

16.1 The termination of contracts for work and services is permitted subject to the statutory provisions and legal consequences (§§ 648, 648a BGB). Both parties are entitled to terminate the contract with immediate effect for good cause.

16.2 Notice to terminate must be in writing.

17 Final provisions

17.1 Entire Agreement / Written form requirement. This Agreement contains all regulations concerning the object of this Agreement. Additional verbal agreements do not exist. Any modifications and/or addenda to this Agreement must be in writing. This also applies to changes to this written form clause.

17.2 Assignment. The assignment of any of the parties' rights and obligations under any Agreement governed by leogistics General Terms and Conditions, in whole or in part, to third parties is subject to the other parties' prior written consent, such consent shall not be unreasonably withheld. Affiliated Companies according to §§ 15 ff. of the German Stock Corporation Act (AktG) shall not be considered as third parties under this Agreement.

17.3 Insofar as leogistics cannot provide its contractual services or cannot provide them on time due to circumstances for which leogistics is not responsible, in particular due to force majeure, the service obligations shall be suspended or postponed and must be redefined by mutual agreement between the parties. Force majeure within the meaning of this section includes, e.g. Natural disasters of any kind (in particular storms, earthquakes, floods, volcanic eruptions), but also fires, epidemics, traffic accidents, hostage-taking, wars, riots, civil wars, revolutions, terrorism, sabotage, strikes taking place at a third party, nuclear / reactor accidents, in the industrial sense machine damage / production disruptions or other events unavoidable for leogistics, which make the fulfillment of the order completely or partially, permanently or temporarily impossible. The resulting postponements of deadlines do not lead to a delay or a poor performance on the part of leogistics and therefore neither to compensation nor to contractual penalties.

17.4 Invalidity. If individual provisions of the contract, of these GTC or of further contractual annexes are or become invalid, the validity of the remaining provisions shall not be affected. Invalid provisions shall be replaced by mutual agreement by such provisions as are suitable for achieving the desired economic purpose, taking into account the interests of the contracting parties. The same shall apply to loopholes in the contract.

17.5 Non-solicitation. Neither party shall knowingly solicit or hire, any of the other party's employees involved in the work/services during the term of the applicable contract/SoW and for a period of twelve (12) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

17.6 Compliance with Export restrictions. Client acknowledges that the work/services under these General Terms or a separate contract or SoW, which may include technology, may be subject to various export control laws and regulations on embargoes, sanctions of an economic, commercial or financial nature and other restrictive measure of the country in which the work/services are rendered or received. Client confirms that it will strictly abide and comply with any such restrictive rules and regulations and not export or re-export the work/services to a restricted country, or one which is subject to any restrictions, without having obtained all required permits and approvals.

17.7 Dispute resolution. In case any dispute arises out of and in connection with these General Terms and Conditions, a separate agreement or SoW, both parties will endeavor to settle such dispute amicably between themselves within a period of 30 (thirty) days from the date of the first occurrence of such dispute. In the event that the parties fail to reach an agreement within the 30 (thirty) day period (counting from the notification of one party to the other party that a dispute has arisen), any such dispute, arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the courts in Heidelberg, Germany.

17.8 Place of jurisdiction. The place of jurisdiction with respect to merchants, public legal entities or public special is Hamburg.

17.9 Applicable Law. All individual agreements entered into under these Terms and Conditions shall be governed by the laws of the Federal Republic of Germany exclusive of the UN law on sales (CISG United Nations Convention on Contracts for International Sale of Goods dated April 11, 1980). Remittal to foreign law according to the principles of private international law (IPR) is excluded.

17.10 For purposes of interpretation of these terms and conditions, the German version is the only binding version.