

The German version is binding. The English translation is for information purposes only. – Verbindlich ist die deutsche Version, die englische Übersetzung ist nur zu Informationszwecken.

## General Terms and Conditions (GTC) - Contract for Work and Services

### 1. Scope of application

The following terms and conditions shall apply to legal transactions and legal acts involving *SemkoDev GbR with Anne Kathrin Semko, Vitaly Semko Androsenko and Roman Semko Androsenko*, Arthur-Hoffmann-Str. 90, 04275 Leipzig, Germany (hereinafter: "Contractor"). Any deviating terms and conditions of the customer and/ or contracting partner shall not be applicable. We hereby expressly object to any counter-confirmation from the customer including a reference to his own terms and conditions of business and purchasing. Any deviations from these GTC must be confirmed by the Contractor in writing.

### 2. Conclusion of contract and customer's right of termination

In case of works, a contract for work and services subject to remuneration is brought about pursuant to Section 631 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*) by offer and acceptance. The customer may terminate the contract at any time prior to completion of the work but only for cause (*wichtiger Grund*).

### 3. Hourly rates

Started hours will be charged as full hours.

### 4. Customer's obligation to cooperate

The customer is obliged to provide any required assistance at the Contractor's request to enable the Contractor to effect the contractually owed performance. The customer is obliged to save his data at appropriate intervals.

If the customer violates this provision, the Contractor shall be fully released from its duties. The customer's obligations shall not be affected thereby.

The customer is obliged to provide any and all information the Contractor needs in order to issue a proper invoice (this particularly applies to all kinds of participations, i.e. participations in sales, etc.)

### 5. Acceptance and remuneration

The customer is obliged to accept the work seven working days after delivery at the latest if made in the contractually agreed way.

If transfer of title was contractually agreed upon, the Contractor shall hold title to the work until full payment.

### 6. Guarantee and warranty

The Contractor does not assume any guarantee.

Statutory liability for defects and warranty provisions shall apply to consumers.

Claims based on defects pursuant to Section 634, clauses 1, 2 and 4 *BGB* shall become statute-barred within one year in case of contracts with companies notwithstanding Section 634a I clause 3 *BGB*.

If, after the provision of the work, circumstances arise which affect the contractually owed success, the customer shall have no claims unless the Contractor is responsible for such circumstances.

### 7. Vicarious agents

The Contractor shall at any time be entitled without notice to draw on staff or third party experts as vicarious agents at its option.

### 8. Responsibility for content and website

Only the customer shall be responsible for the design and content of the websites or other media being the subject-matter of the order. The customer shall indemnify the Contractor irrespective of fault against any and all claims and damages (including reasonable legal fees) based on a violation of this obligation.

The customer alone shall be responsible for the securing and functioning of his website (e.g. protection against unauthorised access by hackers. This shall also apply if the customer grants the

Contractor access to his website. The Contractor undertakes to carefully treat the login details for the website.

### **9. Liability**

The Contractor is obliged to work to the best of its knowledge and belief. It does not assume any further liability.

The Contractor shall only be liable for gross negligence (*grobe Fahrlässigkeit*) or intent (*Vorsatz*).

Liability for slight negligence (*leichte Fahrlässigkeit*) shall exclusively incur in case of a breach of primary duties (*Verletzung von Hauptpflichten*). The Contractor's liability to pay damages in this regard is limited to €5,000.00 unless a higher amount is separately agreed upon in writing.