

General Terms and Conditions (GTC)

1. Scope

1.1 These General Terms and Conditions (GTC) apply to all contractual relationships between Felsaris GmbH (hereinafter referred to as the "Contractor") and the Client in the context of engineering services and consulting services for the development of prototypes, proof of concepts, hydrogen engines, simulation studies, and grant application support.

1.2 Deviating terms and conditions of the Client will not become part of the contract unless the Contractor expressly agrees to them in writing.

2. Conclusion of Contract

2.1 The contract between the Contractor and the Client is concluded upon the Client's written acceptance of an offer made by the Contractor.

2.2 Amendments and additions to the contract must be made in writing.

3. Scope of Services

3.1 The scope of services is determined by the content described in the offer, particularly regarding consulting, development services, and simulation studies.

3.2 The Contractor shall perform its services with due care according to the state of technology at the time of contract conclusion.

4. Obligations of the Client

4.1 The Client is obliged to provide the Contractor with all necessary information, documents, and data in a timely manner and in a suitable format that are required for fulfilling the contractual obligations.

4.2 Delays caused by insufficient cooperation from the Client are not the responsibility of the Contractor and may result in an extension of project timelines or adjustments to compensation.

5. Compensation and Payment Terms

5.1 The compensation for the Contractor's services is based on rates as stated in the offer.

5.2 Payments are due within 14 days from invoicing without deductions.

5.3 In case of delayed payment by the Client, the Contractor is entitled to charge default interest at the statutory rate.

6. Service Period and Delays

6.1 Unless otherwise agreed, deadlines for service delivery are non-binding.

6.2 Should the Contractor fall into default, the Client must grant a reasonable grace period. After this period expires without performance, the Client may withdraw from the contract if services have not been rendered. Further claims, particularly claims for damages, only exist within the scope of Sections 8 and 10.

7. External Service Providers

7.1 The Contractor reserves the right to engage external service providers.

7.2 These external service providers will be contractually bound by confidentiality obligations by the Contractor.

8. Liability

8.1 Information is transmitted with due care as would be applied in one's own affairs. The Contractor does not guarantee the accuracy or completeness of information or items provided nor accept liability for damages of any kind arising from their use or from reliance on such information or items.

8.2 The Contractor does not guarantee that research and development goals will be achieved.

8.3 The Contractor will employ suitable personnel for fulfilling contractual obligations and will ensure, where legally permissible, that these personnel comply with these provisions.

8.4 Claims for damages between contractual parties are excluded unless they are based on intentional or grossly negligent behavior.

8.5 Claims for indirect damages or consequential damages caused by gross negligence—such as production downtime or lost profits—are also excluded.

8.6 In cases where essential contractual obligations (cardinal duties) are violated, both parties are liable for intentional acts and negligence; however, liability for simple negligence is limited to foreseeable damages typical for this type of contract.

- Essential contractual obligations are those that protect fundamental legal positions of both parties that are explicitly granted based on contract content and purpose.
- Additionally, they include obligations whose fulfillment enables proper execution of the contract and upon which both parties regularly rely.

8.7 Liability is otherwise limited to an amount equal to the total project volume unless damages were caused intentionally or through gross negligence.

8.8 To the extent that liability exclusions or limitations apply under these provisions, they also extend to personal liability of corporate bodies, employees, other staff members, representatives, agents, and subcontractors acting on behalf of either party.

9. Confidentiality

9.1 Both parties agree to keep all confidential information obtained during their contractual relationship confidential and use it solely for fulfilling contractual obligations.

9.2 This obligation continues after termination of the contractual relationship.

10. Intellectual Property and Usage Rights

10.1 All documents, reports, simulations, and results created during service provision remain the property of the Contractor unless otherwise expressly agreed upon in writing.

10.2 The Client receives a right to use these results within the agreed purpose framework only; any further use requires written consent from the Contractor.

11. Data Handling

11.1 All necessary data will be exchanged via email in PDF format unless otherwise agreed upon in writing between both parties prior to project commencement. Emails should always be directed toward designated project managers within each organization involved (Contractor/Client).

11.2 At project completion stage—upon request—sensitive data held by either party shall either be returned securely disposed off accordingly depending on specific instructions issued beforehand during earlier stages set out under mutual agreement terms initially established prior commencement stage.

12. Jurisdiction and Applicable Law

12.1 The exclusive place of jurisdiction for all disputes arising from this contract shall be the seat of the Contractor.

12.2 This contract is governed by German law.

12.3 If any provision of these GTC is invalid, the remaining provisions shall remain unaffected.