

General terms and conditions of DMG MORI Academy GmbH for consulting services

1. General information

- 1.1. The following terms and conditions apply to all consulting services (“consulting”) provided by DMG MORI Academy GmbH (“DMG MORI Academy”) to companies (§ 14 BGB-German Civil Code), corporate bodies under public law or special funds under public law (“customer”).
- 1.2. These general terms and conditions of DMG MORI Academy apply exclusively. Deviating, conflicting or supplemental general terms and conditions of the customer shall only become part of the agreement if and to the extent that DMG MORI Academy has explicitly confirmed their validity.
- 1.3. DMG MORI Academy offers are subject to change and non-binding. The customer’s order is regarded as a binding agreement offer. It shall be accepted by a written order confirmation by DMG MORI Academy, which creates an agreement about consulting services (“consulting agreement”).

2. Scope of the order

- 2.1. DMG MORI Academy’s consulting services include, among other things, training concepts for vocational schools, universities and other education institutes; industrial consulting services on the topic of additive manufacturing; market and competition analyses; development of strategies in the field of additive manufacturing; consulting on the topic of increasing productivity in mechanical production; process consulting.
- 2.2. DMG MORI Academy and the customer agree that the consulting agreement only obligates DMG MORI Academy to provide the customer with independent consulting services that are not subject to directives, but does not obligate DMG MORI Academy to manufacture works or achieve a specific success. Moreover, the parties agree that the exclusively service agreement based character of DMG MORI Academy’s consulting services shall not change, if DMG MORI Academy undertakes to record the consulting results in writing or create and submit associated reports, studies and similar documents. Written reports, studies, concepts, etc. are not to be regarded as expert opinions – unless explicitly agreed otherwise –, but only represent the main content of the performance and results of the consulting services.
- 2.3. The specific content and scope of the services to be provided by DMG MORI Academy is based on the written order confirmation issued by DMG MORI Academy. If additional or supplementary activities should become necessary, these must be agreed in writing and remunerated separately.
- 2.4. Verbal and telephone information, explanations, consultations or recommendations shall be given to the best of the parties’ knowledge and belief. They are, however, only binding, if they are confirmed in writing.

3. Obligations of the customer

- 3.1. The customer shall support DMG MORI Academy in providing the consulting services required by the agreement. This includes timely submission of information, data material and provision of other collaborative tasks that have been agreed or are required by the nature of the order.
- 3.2. DMG MORI Academy shall assume for the purpose of its services that the information and documents provided by the customer are correct and complete. Unless otherwise agreed in writing, DMG MORI Academy is not obligated to verify the correctness, completeness or due form of this information and these documents. In addition, section 9.2 applies.
- 3.3. The customer is obligated to provide DMG MORI Academy with the name of one or several contact persons who are authorised to provide any statements required for the contractually agreed consulting services on behalf of the customer.
- 3.4. If the customer does not meet their obligations and if DMG MORI Academy cannot perform its contractual consulting services fully or in part within the agreed time for this reason, the agreed time shall be extended as is reasonable.

4. Payment and terms of payment

- 4.1. Unless otherwise agreed, payment for the consulting services shall be a fixed all-inclusive price plus the legally mandated VAT which shall be regarded as compensation for all work.
- 4.2. The fixed all-inclusive price is due 14 days from the invoice date.
- 4.3. The customer shall only have a right to offset or right to retention to the extent that the customer’s claim is undisputed or has been established by legal judgement.

5. Confidentiality

- 5.1. The customer and DMG MORI Academy undertake to treat any mutually disclosed business or technical information for which a confidentiality requirement was specifically stated or which obviously require confidentiality as confidential, including beyond the duration of the consulting agreement, and to refrain from disclosing this information to third parties, to ensure that they protection is protected from third parties and to refrain from using it for third parties. This obligation applies for the duration of the consulting agreement and beyond until the information becomes publicly available.

- 5.2. This obligation does not apply to information,
- 5.3. which was demonstrably already known to the parties before disclosure in the context of the consulting agreement or becomes known through the actions of third parties after entering into the consulting agreement without any violation of a confidentiality agreement, legal regulations or official decrees;
- 5.4. which is public knowledge at the conclusion of the consulting agreement or became public knowledge afterwards;
- 5.5. which must be disclosed to the public based on legal obligations or by judicial or official order. As far as permissible and possible, the receiver under obligation to disclose shall inform the other party beforehand and give the latter the opportunity to file objection against the disclosure.
- 5.6. Third parties within the meaning of section 5 do not include sub-contractors or companies affiliated with DMG MORI Academy that have been tasked with providing services in the context of the consulting agreement.

6. Termination

- 6.1. A consulting agreement can be terminated with immediate effect by any party for good cause.
- 6.2. Both parties have the right to terminate the consulting agreement through proper notice of termination with a one-month notice period at the end of a calendar month.
- 6.3. Notice of termination must be given in writing.
- 6.4. In the event of a termination, DMG MORI Academy may invoice the customer for any services actually provided by the date of termination or for the agreed or projected total sum minus the work not completed due to early contract termination.

7. Force majeure

If and for the period that a case of force majeure applies, DMG MORI Academy shall not be obligated to provide the consulting services due. Force majeure includes in particular strikes, lock-outs, failure of suppliers to deliver, official decrees or the death or long-term illness of a DMG MORI Academy employee tasked with the consulting services. In this case, both parties are entitled to terminate the agreement without a notice period. In these cases, the customer retains a claim to all partial services provided until the time at which the termination becomes effective, while DMG MORI Academy retains a claim to a proportional remuneration. Any declarations in this context must be made in writing to take effect.

8. Rights to consulting results

- 8.1. DMG MORI Academy shall retain all copyrights and related rights under competition law to all documents created by DMG MORI Academy for the purpose of the contractual service, in particular project sketches, presentations and drafts ("associated results").
- 8.2. The customer may only use, duplicate and publish associated results created by DMG MORI Academy for the purpose of performing the contractual services for the customer's own business and the contractually agreed purposes.
- 8.3. Disclosure of any associated results created by DMG MORI Academy to third parties requires DMG MORI Academy's written authorisation, unless authorisation for disclosure is based on the content of the consulting agreement.

9. Liability

- 9.1. DMG MORI Academy shall not accept liability or provide a guarantee for the success of the measures recommended by DMG MORI Academy. This also applies, if DMG MORI Academy is present to support the implementation of coordinated or recommended plans or measures.
- 9.2. If the damage was due to incorrect or incomplete information or documentation by the customer, DMG MORI Academy shall not assume any liability.
- 9.3. Moreover, DMG MORI Academy will assume liability for any violation of contractual and extra-contractual obligations to the legally mandated extent, unless otherwise agreed.
- 9.4. DMG MORI Academy shall assume fault-based liability - regardless of the legal grounds - in cases of wilful intent and gross negligence. In the event of minor negligence, DMG MORI Academy shall only be liable
 - a) for damage resulting from injury to life, limb or health and
 - b) for damage resulting from a non-negligible violation of an essential contractual obligation (obligations, the adherence to which is essential for proper performance of the consulting agreement and on which the customer relies and can reasonably rely under normal circumstances); however, in this case, the liability of DMG MORI Academy is limited to reimbursement for the foreseeable, typical extent of damage
- 9.5. The liability limitations defined in section 9.4 also apply to breach of duty by or in the favour of persons for whose fault DMG MORI Academy is legally liable. They do not apply, if DMG MORI Academy acted maliciously or accepted a warranty or for cases of mandatory liability (e.g. according to the German Product Liability Act ProdHaftG).

10. Final provisions

- 10.1. All legal relationships between DMG MORI Academy and the customer are subject to the law of the Federal Republic of Germany.
- 10.2. The exclusive place of jurisdiction is Bielefeld.
- 10.3. If one or several provisions of these terms and conditions are or become invalid, this does not affect the validity of all other provisions. Invalid provisions shall be regarded as replaced by valid provisions which come as close as possible to the intended economic purpose of the invalid provision. The provisions of section 10.3 also apply to omissions.