

General Terms of Business of Vakzine Projekt Management GmbH

I. Scope of application

1. These General Terms of Business ("GTB") shall apply to all business relations with our customers. They apply in particular to the provision of consulting services such as services in connection with the execution of studies ("Services").
2. These GTB apply exclusively. We do not accept any of the customer's conditions which deviate from our conditions or which are contradictory, unless we have expressly agreed to them in writing, and we hereby reject them.
3. These GTB shall also apply to all future transactions between the customer and us – also in cases where we perform services in the knowledge of deviating or conflicting conditions
4. These GTB shall only apply to companies, entrepreneurs (according to § 14 BGB, German Civil Code), legal entities under public law or special funds under public law.

II. Conclusion of agreements

1. Our offers are non-binding and subject to confirmation unless they are expressly marked as binding or if they contain a specific acceptance period.
2. The customer's order shall be deemed a legally binding offer to conclude an agreement. Unless otherwise stated or if any other provision is to be concluded, the period for us to accept the customer's offer shall be 10 working days upon receipt.
3. Our acceptance shall be effected by written declaration (e.g. by our order confirmation). With respect to the object and contents of the resulting agreement, the wording of our written declaration is decisive
4. Legally relevant declarations and notifications which the customer makes to us after conclusion of the agreement (e.g. deadlines, reminders, notifications of defects) must be in writing or text form (e.g. letter, e-mail, fax) in order to be effective.

III. Contents and object of the agreement

1. Scope of services
 - a. The scope of the services to be provided by us within the meaning of these GTB shall be agreed with the customer in each individual case.
 - b. The services shall be performed in accordance with the specifications described in the order confirmation. Should preliminary or additional services become necessary in order to carry out the services ordered by the customer, such services are to be remunerated additionally.
 - c. Any changes requested by the customer with regard to the specifications of the services or the agreed point in time for the rendering and completion, respectively, of the services shall require a written agreement after the order confirmation and shall be remunerated by the customer in accordance with the supplementary offer provided that we agree to the change. We are not obliged to accept the customer's requests for changes.
2. Acceptance
3. Customer's duty of cooperation
 - a. The customer shall fulfil its/his/her duty of cooperation with respect to cooperating and providing anything necessary in order to enable us to render the agreed services, in particular:
 - i. Provide the documents and information required – which is available to the customer – for the provision of the respective services.
 - b. Insofar and as long as the customer does not fulfil its/his/her obligations to cooperate and provide, we shall be released from our respective obligation to render the service(s). In such case, the customer shall reimburse us for all costs, damages and losses incurred due to the culpable non-fulfilment of its/his/her obligations to cooperate and provide necessary information or resources..

IV. Subcontractors

We are entitled to have services provided by third-party vicarious agents.

V. Prices and terms of payment

1. The services rendered by us are subject to the prices according to our order confirmation or as agreed in individual cases, always plus the statutory value added tax. No discounts are granted unless agreed in writing.
2. Payments are to be made within 14 calendar days of the rendering of the service and receipt of the pertinent invoice. The decisive date for the customer's compliance with the period allowed for payment shall be the date of receipt of the payment. If and insofar as special arrangements have been made with the customer in individual cases, such special arrangements shall have priority (e.g. payment according to the progress of a project).
3. The customer shall be entitled to offset and assert a right of retention only if its/his/her counterclaim is undisputed, has been legally established or is reciprocal to the main claim.
4. We shall be entitled to refuse to render any outstanding services which are part of a contractual relationship if it becomes apparent after conclusion of the agreement that our payment claim from the respective contractual relationship is at risk due to the customer's lack of ability to pay. Our right to refuse performance shall lapse if payment is effected or a collateral is provided for it. Any other statutory claims we may have in this case shall remain unaffected.

VI. Delivery periods, force majeure

1. Any delivery times/deadlines or periods for execution and completion of services ("delivery periods") promised by us are always approximate and subject to change. This shall not apply if a fixed delivery period has been promised or agreed in writing.
2. If it becomes predictable to us that we will be unable to meet a delivery period or deadline, we shall notify the customer immediately and inform it/him/her of the expected new delivery period.
3. We shall not be liable for the impossibility or delay of our services if the circumstances are due to force majeure or other events not foreseeable at the time of conclusion of the agreement for which we are not responsible (e.g. operational disruptions of all kinds, fire, natural disasters, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, lack of staff, energy or raw materials). In the case of such events, the delivery periods shall be automatically extended by the duration of the event plus a reasonable start-up period. We shall also be entitled to withdraw from the agreement if such events make it significantly more difficult or impossible for us to render the agreed services and if the adverse effects and circumstances are not only of a temporary nature. If the customer can no longer reasonably be expected to accept performance due to the delay resulting from such an event, he may also withdraw from the agreement by immediate written declaration; such unreasonableness and unacceptability shall only be assumed if the anticipated new delivery period is later than 30 calendar days after the originally planned delivery date or if it is not foreseeable.
4. Delivery periods shall automatically be prolonged by a reasonable extent if the customer fails to comply with its/his/her contractual obligations or other duties or obligations to cooperate
5. Our statutory rights, in particular regarding the possible exclusion of our obligation to perform – e.g. due to an impossibility to fulfil the contractual obligations – and due to default of acceptance on the part of the customer or its/his/her duty to provide information or resources, shall remain unaffected.
6. Changes to delivery periods or other dates or deadlines at the customer's request require our prior written consent. The costs incurred by us as a result of such changes shall be reimbursed to us by the customer.

VII. Property rights

If rights to use industrial property rights which may arise within the framework of our rendering of the services are to be used by or transferred to the customer, the parties shall agree such transfer in each individual case. In the event that no agreement is reached, all industrial property rights shall remain with us.

VIII. Liability

1. Each Party shall be solely responsible for its acts or omissions in connection with this Agreement.
2. We shall perform the services with the care customary in the trade; however, we shall not be responsible for attaining a certain economic success.
3. Unless otherwise stated in these GTB, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the legal provisions.
4. We shall be liable - for whatever legal reason - without limitation for intent and gross negligence as well as for damages resulting from injury to life, limb or health.
5. In the event of slight negligence, we shall only be liable for a breach of a material contractual obligation ("cardinal obligation"), and our liability shall be limited to the typical damage foreseeable at the time of the conclusion of the agreement. A cardinal obligation within the meaning of this paragraph is an obligation whose fulfilment is essential for the performance of the agreement and on whose fulfilment the contractual partner may therefore rely subject to the pertinent legal regulations.
6. The liability in case of slight negligence is limited to the amount of the respective order value.
7. Any liability for guarantees given and for claims based on the Product Liability Act shall remain unaffected.
8. Insofar as our liability is excluded or limited in accordance with the above paragraphs, this shall also apply to the personal liability of our corporate bodies, legal representatives, agents, officers, employees, staff and vicarious agents.

IX. Applicable law and place of jurisdiction

1. The business relations between the customer and us are subject exclusively to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
2. The courts having jurisdiction at our place of business shall have exclusive jurisdiction for any and all disputes arising from or in connection with the business relationship between the customer and us. We shall, however, also be entitled to sue the customer at its/his/her place of business. Mandatory legal provisions on exclusive places of jurisdiction shall remain unaffected.
3. The European Union has set up an online platform ("OS platform") for the out-of-court settlement of consumer disputes, to which you can turn. The platform can be found at: <https://webgate.ec.europa.eu/odr/>. The Vakzine Projekt Management GmbH is not participating and is not obliged to participate in a dispute resolution before a consumer arbitration board. (Participation excluded)