

General Terms and Conditions

First Climate Consulting GmbH

I. General Section

1. Scope of application

- 1.1. These General Terms and Conditions (hereinafter: GTC) shall apply to all services, offers and contracts of First Climate Consulting GmbH, Friedberger Straße 173, 61118 Bad Vilbel (hereinafter: "First Climate").
- 1.2. These GTC shall apply exclusively to companies within the meaning of Section 14 German Civil Code (BGB), merchants acting as companies within the meaning of the German Commercial Code (HGB), legal entities under public law or special funds under public law (hereinafter: "Customer").
- 1.3. General terms and conditions of the customer or third parties shall not apply, even if First Climate does not separately object to their validity in individual cases. By way of exception, First Climate shall recognise deviating provisions of the customer if it expressly agrees to them in writing and in advance.

2. Offer and conclusion of contract

- 2.1. Offers from First Climate shall always be subject to change and non-binding, unless they are expressly labelled as binding or contain a specific acceptance period.
- 2.2. Orders or commissions on the part of the customer, as well as any and all unilateral contractual notifications and declarations, must be issued in text form, in order to be effective. First Climate shall be authorised to accept orders or commissions in the form of an order confirmation, or by rendering the respective service.
- 2.3. Unless expressly agreed otherwise, First Climate shall not provide advice to the customer or check the accuracy of the data transmitted by the customer beyond the respective contractual scope. If – in exceptional cases – First Climate provides advice or performs an assessment that stretches beyond the contractual scope, this shall be non-binding unless explicitly stipulated or agreed otherwise, and shall not release the customer from its obligation to perform its own assessment.
- 2.4. First Climate shall be authorised to use suitable third parties (subcontractors) for all (or part) of the services under this contract.

3. Provision of Services, Delivery and Service Deadlines, Duty to Cooperate

- 3.1. The scope and nature of the services to be rendered by First Climate shall be determined by the content of the respective contract, in particular, an offer submitted by First Climate.
- 3.2. Delivery and/or performance dates promised by First Climate shall only be approximate, unless a fixed date has been expressly agreed.
- 3.3. First Climate shall be entitled to make partial deliveries/services if (I) said partial delivery/service can be used by the customer within the scope of the contractually intended purpose, (II) the remaining delivery/service is thereby ensured and (III) the customer does not incur any significant additional expenditure or additional costs as a result thereof.
- 3.4. The customer's obligations to co-operate shall depend on the respective services to be rendered. The timely fulfilment of the obligations to co-operate shall be a prerequisite for compliance with binding delivery and/or service deadlines.

4. Terms of Payment and Invoicing

- 4.1. The price for the contractual service is set out in the order confirmed by First Climate, or the respective individual contract. The price shall not apply to subsequent orders placed by the customer.
- 4.2. All prices shall be stated net, plus the applicable value added tax.
- 4.3. Payments shall be due immediately. Invoices shall be due for payment within 10 calendar days of the invoice date. Payments shall be made without any deduction and free of charge for First Climate to the account of First Climate.
- 4.4. Should the customer default on payments deemed to be a considerable amount despite reminders, or if there are any pertinent circumstances that significantly impair the customer's creditworthiness, First Climate shall be entitled to render any further services only against advance payment or the provision of security.
- 4.5. Should the customer stipulate amended (or additional) requirements regarding the content or the items shown on the invoice after the invoice has been issued, First Climate shall be entitled to charge the customer EUR 250 for a corresponding change to the invoice.
- 4.6. The customer shall only be entitled to rights of set-off and retention if its counter-claims have been legally established, are undisputed or have been recognised by First Climate. Furthermore, the customer shall only be authorised to exercise any right of retention to the extent that his counter-claim is based on the same contractual relationship.

5. Warranty

- 5.1. First Climate shall accept no liability for public statements made by third parties (e.g. advertising statements) unless this has been expressly agreed between First Climate and the customer.
- 5.2. Any warranty borne by First Climate shall otherwise be governed by the special provisions and, in addition, by the pertinent statutory provisions.
- 5.3. The warranty period shall be one year from delivery and/or provision of the service.

6. Liability of First Climate

- 6.1. First Climate shall be liable for the breach of any contractual or statutory obligations without limitation (I) in the event of intent or gross negligence, (II) in the event of injury to life, limb or health, (III) in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz) and (IV) in the event of any guarantees assumed by First Climate.
- 6.2. Otherwise, First Climate shall be liable in the event of simple (or slight) negligence only for the breach of material contractual obligations and also exclusively for damage that is typical of the contract in question and which was foreseeable for First Climate at the time the contract was concluded. Material contractual obligations are those obligations that protect the customer's legal positions, which are deemed material to the contract, and which the contract must grant to the customer in accordance with its content and purpose; material contractual obligations are also those obligations, the fulfilment of which is essential for the proper performance of the contract, and on compliance therewith the customer has regularly relied (and may rely).
- 6.3. Should First Climate provide technical information or act in an advisory capacity, and said advice is not part of the contractually agreed scope of services of First Climate, this shall be non-binding and free of charge. The customer's trust in the accuracy of the information is not protected.
- 6.4. First Climate shall bear no further liability.
- 6.5. The provisions of this clause shall apply to the same extent in favour of the executive bodies, legal representatives, employees and other vicarious agents of First Climate.

7. Statute of limitations

Any warranty and other liability claims of the customer shall lapse 12 months after the start of the statutory limitation period, unless First Climate, its legal representative or vicarious agent has fraudulently concealed a defect, has caused damage or a defect with wilful intent, or through gross negligence, or there has been injury to life, limb or health.

8. Force majeure

- 8.1. Delayed performance (or non-performance) with regard to the contract by First Climate shall not be deemed non-performance or a breach of duty if it is caused by unavoidable events, earthquakes, floods, forces of nature, fire, explosions, power failures, boycotts, pandemics, governmental restrictions, riots, terrorism, war or other military action, civic unrest, riots, vandalism, sabotage, absence of registers such as the EUTL (European Union Transaction Log) or register accounts or other circumstances beyond First Climate's reasonable control, and for which First Climate is not responsible (collectively, "Force Majeure"). First Climate shall inform the customer without delay of the occurrence of any Force Majeure event.
- 8.2. First Climate's obligations shall be suspended insofar as they are subject to the effects of a Force Majeure event. For the duration of the Force Majeure event, the agreed delivery and/or performance dates shall be postponed by the duration of the delay caused by said Force Majeure event.
- 8.3. Force Majeure events shall only entitle the parties to terminate the contract if a further waiting period can no longer be reasonably expected, but in any case after 3 months from the occurrence of the Force Majeure event. The assertion of further claims, in particular, for damages, shall not exist.

9. Intellectual property

First Climate shall remain the owner of the intellectual property rights to its services (copyrights and other industrial property rights, in particular, patent, design, utility and trademark rights). The legal ownership shall include, in particular, the entire know-how, software provided, information and marketing documents, logos etc.

10. Confidentiality

Each party shall be obligated to treat as confidential all information marked as "confidential" or information of the other party ("confidential information"), which is deemed to be confidential by nature, and not to make any copies of confidential information or make this information available to third parties unless this is necessary to fulfil obligations resulting from the contract. This obligation shall not apply to information which is publicly accessible, which has previously become known to the party in a lawful manner, which has arisen independently of this contract, or in the case of a legal or official or court order requiring the disclosing party to disclose or provide said information. The aforementioned obligations to maintain confidentiality shall apply indefinitely, including beyond the term of this contract, and must be imposed expressly and in writing on third parties, in particular, employees, who gain access to said confidential information.

11. Data protection

- 11.1. Each party must comply with the legal provisions on data protection and data security applicable to it, in particular, those of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
- 11.2. The customer shall only transmit personal data to First Climate if the transmission and further processing are permitted under the applicable data protection laws. In particular, it will inform all data subjects of the transfer to and further processing by First Climate in accordance with the applicable provisions.

12. Self-Advertisement

For the purpose of self-advertisement, First Climate shall be entitled to refer in all media (websites, presentations, etc., online, offline) to its activities for the customer by abstractly summarising the services rendered under this contract, and by naming the customer and its logo, unless First Climate has been informed in writing of any conflicting confidentiality interests of the customer.

13. Applicable Law, Place of Jurisdiction, Miscellaneous

- 13.1. The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of international private law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 13.2. The customer may not transfer individual rights under this contract or the contract as a whole to third parties – subject to the assignment of monetary claims in accordance with Section 354 a German Commercial Code (HGB) – unless First Climate expressly consents to this in writing.
- 13.3. Any failure to exercise (or a delay in exercising) any contractual or statutory right or remedy shall not limit or constitute a waiver of such right or remedy or any other right or remedy. An isolated (or partial) exercising of a contractual or statutory right or remedy shall in no way limit the future exercising of said right or remedy or the exercising of any other right or remedy.
- 13.4. Furthermore, the Code of Conduct for business partners available at <https://www.firstclimate.com/rechtliches?lang=en> applies.
- 13.5. The place of fulfilment for all obligations arising from this contract shall be the registered office of First Climate. This shall also apply to the place of subsequent fulfilment, unless otherwise agreed.
- 13.6. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of First Climate. First Climate shall also be entitled to bring a legal dispute at the statutory place of jurisdiction.
- 13.7. There shall be no verbal collateral agreements. Amendments, supplements or the cancellation of this contract – including the amendment of this provision itself – must be made in writing (excluding text form), unless a stricter form (e.g. notarisation) is required under mandatory law.
- 13.8. Should any provision of these GTC be or become void, invalid or unenforceable in whole or in part, the validity and enforceability of all other remaining provisions shall not be affected. Said void, invalid or unenforceable provision shall – to the extent permitted by law – be replaced by a valid and enforceable provision which comes closest to the economic purpose pursued by the void, invalid or unenforceable provision in terms of subject matter, measure, time, place and scope, and which the parties can at least confirm by mutual agreement. The same shall apply to the closing of any loopholes in these GTC.

II. Special Section

1. Additional conditions for the respective services shall be set out in this Special Section. The provisions of this Special Section applicable to the respective service shall apply in addition to the provisions of the General Section.
2. First Climate uses the following methods to calculate greenhouse gas emissions when preparing the Corporate Carbon Footprint (CCF), the Product Carbon Footprint (PCF) and the Event Carbon Footprint (ECF) the principles and methods of the Greenhouse Gas Protocol Corporate Standard valid at the time the service is rendered. The GHG Protocol is the authoritative international standard for calculating greenhouse gas emissions, which was developed by the World Resources Institute and the World Business Council for Sustainable Development. The CCF, PCF and ECF are created in the steps set out in the offer.
3. First Climate advises clients on the expansion of public reporting on corporate climate management, including with the help of the Carbon Disclosure Project (CDP) platform. Companies use this platform to disclose their climate protection activities. This includes the topics of governance, opportunities and risks and GHG accounting, as well as operational and strategic goals for the client. First Climate supports the customer with the CDP by initially evaluating the questionnaire completed by the customer in a “pre-scoring” process, in order to determine the expected rating with the CDP according to the current status. Subsequently, adjustments are made where necessary, and opportunities for improvement are identified, in order to obtain additional points and thus possibly achieve a better rating. Finally, the rating is adjusted based on the changes.
4. The system boundary checklist for tracking emissions must be completed and signed by both parties at the first meeting.
5. The customer is obliged to provide First Climate with the information necessary for the provision of the services. In particular, the customer itself shall collect the data required to calculate greenhouse gas emissions. Unless expressly agreed otherwise, First Climate shall not check the accuracy, completeness or quality of the data transmitted by the customer. If, in exceptional cases, an inspection is carried out by First Climate, this shall be non-binding unless otherwise explicitly stipulated or agreed, and shall not release the customer from the obligation to perform its own inspection.
6. Should the customer fail to provide First Climate with the required data despite a corresponding request accompanied by a set deadline, First Climate shall be entitled to charge the customer an expense allowance of one daily rate for each individual case.
7. If there are delays on the part of the customer, in particular, in the collection and transmission of data to First Climate, the schedule agreed between the customer and First Climate can no longer be adhered to by First Climate. In such a case, First Climate shall redefine the project schedule.
8. Dates promised by First Climate shall only be approximate, unless a fixed date has been expressly agreed. Appointments are generally subject to the condition that the customer’s data collection is completed on time.

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