

General Terms and Conditions

1 Area of Application

These General Terms and Conditions (GTCs) apply to services of W&P Immobilienberatung GmbH (W&P), as well as to contracts between W&P and its clients (customers), provided that reference is made to these GTCs in the offer, in the order confirmation or in a contractual document. They form an integral part of the contracts and quotations. In the event of conflict, provisions in the contract shall take precedence over these GTC. General Terms and Conditions of the client are not an integral part of the contract.

2 Form

All agreements (including subsequent amendments, collateral agreements and assurances) between the contracting parties must be in text form in order to be valid.

3 Validity of quotations

Unless otherwise agreed, quotations shall be valid for 60 days from date of issue.

4 Services

4.1 In general

W&P undertakes to fulfil the order competently and carefully. It shall inform the client regularly about the progress of work and advise in writing all facts, which might affect performance in accordance with the contract. The client is entitled to request information at any time regarding any part of the contract.

4.2 Employees

W&P Immobilienberatung GmbH only employs carefully selected and well-trained employees. Those involved in providing services of W&P Immobilienberatung GmbH make up the project team. Where persons are specified by name in the agreement relating to the provision of services, W&P Immobilienberatung GmbH shall ensure that they are included as far as possible. W&P Immobilienberatung GmbH is entitled to replace these persons by other employees with equivalent skills. Third parties will only be used if they are identified by name, and the customer contractually agrees. After consultation with the client, the service can also be provided by other employees of the Wüest Partner Group.

5 Deadlines

Compliance with the agreed deadline by W&P Immobilienberatung GmbH requires the timely performance of all services of the client, in particular the submission of the necessary documents.

6 Services of the client

W&P's compliance with the agreed deadline is conditional on the timely performance of all services by the client, in particular the delivery of the necessary documents. W&P assumes that the information and documents provided are complete and that the information contained therein is correct. Unless otherwise agreed, W&P is not obliged to check this information for accuracy, completeness or any contradictions.

7 Use of the contract findings

The contract findings are intended exclusively for the use and general information of the client and, notwithstanding any agreement to the contrary, may not be passed on to third parties or be used for a purpose other than that agreed in the contract.

8 Prohibition on assignment/cession

Neither the client nor W&P may assign the rights granted under the agreement to a third party and/or transfer the agreement to a third party without the consent of the other party.

If the agreement or the fee obligation is assigned to a third party with the consent of all concerned, the client shall also be independently, severally and wholly liable to Wüest Partner AG for all existing and future claims arising from the remuneration vis-a-vis the third party.

9 Duty of the client to inspect and give notice of defects

The client shall check the contract findings immediately and notify W&P Immobilienberatung GmbH in writing within 14 days of receipt of any obvious incorrectness and within 60 days of receipt of all possible objections. Should the client fail to do this, the contract findings shall be deemed to be accepted.

In the event of a justified objection, W&P Immobilienberatung GmbH shall, where appropriate and practicable, improve the contract findings at its own expense.

10 Additional services

Services which exceed the agreed scope of services and which are linked to protecting the interests of the client and diligent performance of the contract are to be paid in addition by the client. Any costs related to the fulfilment of the order will be additionally paid by the client. W&P shall inform the client immediately of the extended scope of services and the costs incurred as a result.

11 Fee

The fee may be invoiced by any company belonging to the Wüest Partner Group.

11.1 Expiry/Default

On expiry of the agreed payment period stated on the invoice, the client will fall into default without reminder and will owe W&P the statutory default interest in addition to the invoice amount.

11.2 Prohibition on set-off

The client is not entitled to retain any payments or to offset these against any counterclaims, unless these counterclaims have been expressly recognised in writing by W&P Immobilienberatung GmbH or have been established in a legal judgement. If no

payment terms are agreed, the customer is in default upon receipt of a reminder or no later than 30 days after receipt of invoice, unless the customer is a consumer. For a consumer, the latter applies only if the consumer was explicitly warned of these consequences in the invoice.

11.3 Value-added tax

Should we accidentally fail to charge value-added tax (VAT) on any of the services we provide even though the services would be liable to VAT in

accordance with the Swiss law on value-added tax or owing to a divergent interpretation of the Federal Tax Administration, Wüest Partner AG reserves the right to invoice VAT in arrears.

If the place of performance is abroad, the reverse charge procedure will apply. If the respective law does not acknowledge the reverse charge procedure, W&P reserves the right to charge the client for the costs associated with the value added tax.

12 Limitations of liability

12.1 Consultation

Within the framework of the consultation contract, a basis for making decisions is developed which contains the measures to be taken by the client. Responsibility for executing these measures and their consequences lies exclusively with the client.

12.2 Valuation

The reports and in particular the forecasts contained therein are carefully produced and compiled to the best of its knowledge by W&P Immobilienberatung GmbH within the framework of the contract, taking into account the applicable professional standards. W&P's liability for slight negligence is excluded. The data concerns estimates, which, by the very nature of the system, are to a certain degree inaccurate. For this reason, the client is not able to derive any liability or payment of damages from the delivered data.

12.3 Exclusions of liability

W&P's liability for slight negligence is excluded.

12.4 Limitation of liability

The liability of W&P Immobilienberatung GmbH is limited in total to the amount of fees owed according to the agreement. This limitation applies to all types of damages, on whatever legal grounds.

13 Non-solicitation agreement

The client undertakes not to solicit employees of W&P, or Wüest Partner AG, by any means. This non-solicitation clause will apply for the duration of the contractual relationship existing between W&P (or Wüest Partner AG) and the client, and until one year after its termination. In the event of a breach of this non-solicitation agreement, the client shall agree to pay a penalty amounting to one year's salary of the employee solicited. Payment of the penalty does not release the client from the non-solicitation agreement. The right to claim further damages is reserved.

14 Confidentiality and non-disclosure

14.1 Confidentiality

W&P, including its employees and any consulted third parties, undertakes to treat as strictly confidential all data, information, documents and records that are not generally known, that it learns about the client or about the client's business relations within the framework of the contractual relationship and that belong to the client's sphere of confidentiality and are neither obvious nor generally accessible, and not to make them accessible to third parties without the client's consent. Additional information on Wüest Partner's data policy can be found in its data privacy statement at:

<https://www.wuestpartner.com/de/datenschutz>

14.2 Data basis

Furthermore, W&P relies on and reserves the right to freely use the data provided by the customer within the scope of the order for its own purposes, provided that no conclusions can be drawn by third parties about the customer or their contractual partners.

This use of information for its own purposes occurs in particular within the context of data pools, which W&P Immobilienberatung GmbH uses as a basis for valuations, general market evaluations and other products. W&P Immobilienberatung GmbH has the rights to the findings of any such data processed by W&P Immobilienberatung GmbH.

14.3 Reference

The client grants W&P Immobilienberatung GmbH the right to include the client in the Wüest Partner reference list and to nominate the client as a referee (simple user right of the client's company name and logo). The client can revoke this right at any time towards W&P Immobilienberatung GmbH.

15 Severability clause

Should a provision of the agreement concluded between the client and W&P Immobilienberatung GmbH become ineffective or void, this shall not affect the validity of the remaining provisions. Instead, the provision concerned shall be replaced by a provision, which the parties would have selected in good faith, had they become aware of the invalidity of the provision concerned. This shall apply accordingly to any gap or omission.

16 Place of jurisdiction and applicable law

The quotations of W&P Immobilienberatung GmbH and agreements between W&P Immobilienberatung GmbH and the client are subject to German law (with the exception of conflict law).

For all disputes in connection with agreements between the customer and W&P, the exclusive place of jurisdiction is Frankfurt am Main.