

GENERAL TERMS AND CONDITIONS

1.) Definition

PMR data collection e.K. conducts its activities as a service-rendering company in accordance with the accepted rules of the market and social research profession (ESOMAR, EphMRA) .

2.) Offer

PMR data collection e.K. submits an offer to the interested customer stating the tasks, the services to be rendered for their performance, the time required for the survey and the fee to be paid. The interested party shall receive the research proposal for the sole purpose of deciding whether to award the contract for the study offered. In absence of any other agreement, the contents of the proposal may not be made available in whole or in part to any third party without mutual consent.

3.) Proposal & Fee

The fee stated in the research proposal shall on principle include all services offered by PMR data collection e.K. in connection with conducting the work outlined in the research proposal. For further services requested by the principal the institute may demand an additional fee. The institute may invoice separately any additional expenses which the institute is not responsible for and additional expenses which were not foreseeable by the institute at the time of the awarding of the contract despite due diligence, if they are due to a factually justified cause and clearly recognizable and adequately defined for the principal. This does also apply if the principal is not responsible for these costs. Any alterations of the contractual volume after conclusion of the contract require an explicit agreement between the parties.

4.) No Exclusiveness

PMR data collection e.K. can not grant exclusiveness for certain product categories, research objects or research methods, unless it is explicitly agreed. As far as exclusiveness is agreed, its duration and, if necessary, an additional fee have to be determined.

5.) Copyright & Anonymity

PMR data collection e.K. retains all rights which it is entitled to under the Copyright Act. The material accumulated during the performance of the contract - data carriers of any kind, questionnaires, further written documents etc. – and the accumulated data are, unless otherwise agreed, the property of the institute. The anonymity of the respondents or the test persons may not be jeopardized by such an agreement. This shall not affect the copyright of the principal in documents which he has compiled.

6.) Principal's participation in survey

The participation of the principal in the survey as well as the review of the performance and the results of the survey by the principal require a separate agreement. PMR data collection e.K. is obliged to protect the anonymity of the respondents or the test persons. Any related additional costs must be borne by the principal.

7.) Storage of documents

PMR data collection e.K. undertakes to keep any records relating to the survey for a period of 6 months and data carriers for a period of one year after delivery of the survey report, failing an explicit agreement to the contrary.

8.) Confidence

PMR data collection e.K. is obliged to treat all information given by the principal with the strictest confidence and to use them solely for the performance of the contract.

9.) Warranty and liability

Warranty and liability of PMR data collection e.K. comply with the statutory provisions, except as subsequently otherwise provided. If delivery is not made within the agreed time-limit due to intent or gross

negligence on the part of the institute and the principal therefore wants to rights from the claim that the partial service rendered is no longer of any interest to him, he must substantiate this lack of interest by prima facie evidence. The principal must neither in case of delay nor in case of mal performance be compensated for not foreseeable, atypical damages and damages which are attributable to the principal's own area of responsibility and risk if the principal is a merchant within the meaning of the Commercial Code. The institute is not liable for slight negligence. This does also apply as far as the conduct represents at the same time an illicit act. This exemption from liability does not refer to fundamental contractual obligations, the adherence of which the principal must therefore be able to rely on, and not to the damage to life, body and health.

10.) Delivery

Should the delivery of the results of the survey not be made on time or should any test material be damaged or lost, the principal may fix for PMR data collection e.K. a reasonable time-limit for performance or subsequent delivery. As for the rest, the statutory provisions apply. The institute is not liable for the consequences of late delivery resp. of the loss or of the damage of any test material as far as the delay resp. the loss or the damage is due to circumstances a) which lie beyond the area of operations of the institute, in particular within the area of the principal, and were not caused by a fault on the part of the institute, in case of natural disasters or other cases of force majeure, in cases of official intervention and industrial disputes; or b) which lie within the area of operations of the institute, but which this is not responsible for, in particular in case of any adverse effects on the course of operations due to force majeure, due to official intervention or due to industrial disputes. This does not affect the principal's right of cancellation according to the statutory provisions.

11.) Non-responsibility for products to be tested

The following provisions apply to product tests:

The principal releases PMR data collection e.K. from all claims which are raised against the institute or against any member of staff of the institute as a result of damages which are caused by a fault of the product to be tested. The principal is responsible for ensuring that all necessary chemical, medical, pharmaceutical or other tests/checks/examinations/analyses of the test product have been carried out. He is responsible for the suitability of the product for the test and, as far as a check (see above) was necessary and took place, for ensuring that there was no evidence that the product can cause any damage. The principal takes responsibility that all information stipulated by law or order and/or required for the use of the product is made available to the institute so that these can be passed on to the participants in the test. As for the rest, the provisions of the Product Liability Act apply.

12.) Payment arrangement

The agreed fees are used to finance the conduction of the respective survey. Therefore half of the agreed sum plus statutory value-added tax is payable at the awarding of the contract and the other half upon delivery of the results. As far as it seems appropriate with regard to the approach of the survey or the total amount of contract, a different arrangement may be made.

13.) Cancellation fee

A cancellation by the principal is only possible with written consent of PMR data collection e.K.. If the institute agrees to a cancellation, it has the right to charge, in addition to the services rendered and accrued costs, a cancellation fee to the amount of 30 % of the contract value of the total project not yet accounted for, excluding the judge's right of moderation.

14.) Place of performance

Place of performance and place of litigation is Hamburg, Germany.

15.) Individual provisions

Should individual provisions be ineffective or become ineffective, it shall not affect the validity of the other provisions. Ineffective provisions must be replaced by regulations with a commercial outcome which corresponds as far as possible to the one intended by the ineffective clause.