

# General Terms and Conditions for Services of Doemens Academy GmbH (Doemens)

## A) GENERAL PROVISIONS

### 1. PURPOSE AND SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS

1.1. The purpose of these General Terms and Conditions (hereinafter "GTC") of Doemens Academy GmbH (hereinafter "Doemens", "we") is to provide for the terms and conditions of contract for any and all services of Doemens.

1.2. The services and offers of Doemens are provided exclusively on the basis of these GTC. The customer's GTC will, under no circumstances, become part of the contract. This applies even if Doemens is aware of such or if Doemens does not expressly object to their validity again, unless the validity is expressly agreed to.

1.3. Our staff is not authorised to make verbal agreements with the customer that amend or supplement these GTC.

### 2. LIABILITY

2.1. Unless otherwise stated in these GTC, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

2.2. We shall be liable for damages – regardless of the legal grounds – within the scope of liability for fault in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs, insignificant breach of duty), for

2.2.1. damage resulting from injury to life, limb or health;

2.2.2. damages resulting from a breach of a material contractual obligation (obligation the performance of which enables the proper performance of the contract in the first place and on whose compliance the contractual partner does and may regularly rely); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.

2.2.3. The maximum amount of damage in the case of the provisions according to no. A) 2.2.2 is EUR 50,000.00.

2.3. The limitations of liability resulting from 2.2. shall also apply to third parties as well as in the event of breaches of duty committed by persons (also in their favour) whose fault is attributable to us according to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the condition has been assumed and for claims of the customer under the *Produkthaftungsgesetz* [Product Liability Act].

### 3. DATA PROTECTION

Information on data protection is available at <https://doemens.org/datenschutzerklärung>.

### 4. COPYRIGHT AND COPYRIGHT PROTECTION

Any and all documents and records made available to the contractor by Doemens, in writing or online, are for the customer's personal use only. Doemens reserves all rights, including those of translation, reprinting and reproduction of the documents or parts thereof. No part of the records and documents may be reproduced in any form – not even for educational purposes – without the written consent of Doemens, they may, in particular, not be processed, duplicated, distributed or used for internal or external reproductions using electronic systems. In this sense, records also include all electronic knowledge products, learning systems or other data provided by Doemens to the customer on data carriers or made accessible via the Internet. Software provided by Doemens to the customer may not be copied, duplicated, reverse engineered or further developed without Doemens' written permission.

### 5. ARBITRATION, NOTE ON EUROPEAN DISPUTE RESOLUTION

5.1. We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

5.2. The European Commission provides a platform for online dispute resolution (ODR) at: <https://ec.europa.eu/consumers/odr>.

### 6. WITHDRAWAL FROM THE CONTRACT

Any customer who is a consumer is entitled to withdraw from the contract in accordance with the information on the right of withdrawal. The consumer is not entitled to a right of withdrawal in the case of contracts for the delivery of goods which can quickly spoil or whose expiry date would quickly be exceeded, as well as in the case of contracts for the delivery of goods, if these were inseparably mixed with other goods after the delivery due to their nature (e.g. purchase of beer yeast).

## 7. OTHER PROVISIONS

7.1. Any side agreements shall be made in writing to be effective.

7.2. Insofar as the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes shall be Gräfelting, Germany.

7.3. German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Should any provision of these Terms and Conditions be or become ineffective, the remaining provisions shall remain in full force and effect. The ineffective provision shall be replaced by a provision that is legally permissible and comes as close as possible to the original provision as to its economic content.

## B) SPECIAL SUPPLEMENTARY PROVISIONS FOR SEMINAR SERVICES AND CORPORATE EVENTS

This section also applies mutatis mutandis to corporate events.

### 1. REGISTRATION

1.1. Registration for participation in Doemens' seminars shall be made by using a separate registration form or electronically. The registration can only be made for the event as a whole, unless Doemens explicitly allows the participation in partial programmes. The participant's registration is deemed to be an offer to Doemens to conclude a contract. The contract with Doemens will only be deemed concluded upon receipt of the confirmation of participation from Doemens (= declaration of acceptance) sent in writing or by fax.

1.2. When registering, the participant is obliged to enter or indicate all the data required for the performance of the order which are marked in the respective fields of the contract forms (mandatory data) and to provide truthful information. If such data change, they are obliged to inform Doemens of these changes without delay.

1.3. If the participant fails to provide the obligatory information pursuant to item 1.2 or if they provide incorrect data, Doemens may withdraw from the contract insofar as a contract has already been concluded. The declaration of withdrawal can be made in writing or by fax.

1.4. The participant shall ensure that any e-mail account they might have specified is accessible from the time of specification and that receipt of e-mail messages is not precluded due to forwarding, decommissioning or overfilling of the e-mail account. The inaccuracy of the information will be presumed if an e-mail addressed to the participant is returned three times in succession or if no service can be provided due to an incorrect address.

### 2. PRICES, PAYMENT, SET-OFF, RIGHTS OF RETENTION

2.1. The prices listed in brochures or on the homepage include seminar documents as well as catering for the participant at the discretion of Doemens. They are exclusive of VAT.

2.2. If the service is to be provided by Doemens only after the expiry of four months after the conclusion of the contract or later, Doemens shall be authorised to make price adjustments on the basis of the price list valid at the time of the provision of the service. Doemens is only authorised to make price increases if the costs of the service for Doemens, in particular the costs of lecturers, employees, etc., have increased in comparison to the time when the contract was concluded. Any increase for the purpose of increasing profits is not permitted. If the price increase exceeds the increase in the cost of living by more than 5%, the customer may withdraw from the contract.

2.3. The participant will receive an invoice with the confirmation of participation, which must be paid within 8 days of the invoice date. In the absence of any other agreement, payment shall be made by transferring the invoice amount to a Doemens account. The receipt of the money is decisive for the timeliness of the payment.

2.4. The participant may not offset their own claims against our claims or retain services owed by them, unless their counter-claims are undisputed or have been found to be final or are based on the same contractual relationship.

### 3. PERFORMANCE OF THE SERVICE, CANCELLATION AND MODIFICATION, EXCLUSION

3.1. Doemens has the right to cancel events in case of force majeure or if the minimum number of participants is not reached, provided the reason for the obstacle is not attributable to Doemens. In particular, Doemens is not responsible for mobilisation, war, unrest, strikes, lockouts and disruptions in public networks.

3.2. For the aforementioned reasons, Doemens is also authorised to make changes to the programme, provided that a change is reasonable for the participant. The description of the contents corresponds to the status at the time of going to press. Doemens also reserves the right to make changes due to updating and further

development of the services as well as a change in the lecturer line-up, unless the change is unreasonable for the participant. In the event of a programme change, the participant may withdraw from the contract if the participant is prevented from participating due to the programme change or the service is no longer of interest to them. Withdrawal must be declared to Doemens without delay, in writing or by fax, after having become aware of an aforementioned reason for withdrawal.

3.3. Should a seminar be cancelled contrary to expectations or if the customer effectively withdraws pursuant to item 3.2, the price already paid, if any, will be refunded to the participant. Any liability on the part of Doemens pursuant to item A)2.f hereof shall remain in full force and effect.

3.4. We attach great importance to treating each other with respect. Against this background, we do not under any circumstances accept any kind of discrimination, e.g. on the grounds of religion, gender, ethnicity or sexuality. Any inappropriate verbal or non-verbal comments made by a participant towards other participants, teachers, staff, visitors or other third parties will inevitably lead to the exclusion of such participant, where the latter will not be entitled to a refund of the seminar price. This also includes racist or politically radical expressions of opinion of any kind.

#### 4. CANCELLATION

4.1. The participant shall be authorised to cancel the seminar they booked, free of charge, until not later than 6 weeks before the start of the event. If the participant cancels the event within a period of 6 weeks up to 2 weeks before the start of the event, the participant is obliged to pay 50% of the event price. If the cancellation is made thereafter, the participant remains obliged to pay the full price.

4.2. Cancellation must be made at least in text form. The receipt of the declaration of cancellation by Doemens will be decisive for compliance with the deadline.

#### 5. WARRANTY

5.1. Doemens will, in addition, not assume any warranty for the achievement of the learning objectives, the type and extent of the coverage of the material to be taught and/or the achievement of the intended degree / seminar certificate.

5.2. Claims of the customer for damages or reimbursement of futile expenses (Sec. 284 of the BGB [German Civil Code]) exist only in accordance with the provisions of A)2. of these GTC.

### B) SPECIAL, SUPPLEMENTARY PROVISIONS FOR LABORATORY SERVICES

#### 1. SCOPE AND PERFORMANCE OF ANALYSES

1.1. The scope of services to be provided by Doemens under an order shall be communicated, in writing, by the customer when sending in the samples to be tested. If no scope of analysis is available for the samples sent in, the customer will be contacted by Doemens and this will be clarified. In the case of special problems, the scope of analysis will be defined by Doemens with the customer's permission and confirmed with the order confirmation.

1.2. When registering for analyses on Doemens' homepage, the sample numbers assigned there must be assigned to the individual samples. When sending in samples, the samples must generally be specified in more detail with regard to their origin (e.g. young beer, unfiltered beer, best before date, filling date, ...). The customer is responsible for the necessary product protection when shipping the goods (e.g. cooling).

1.3. The submission of sample material or the registration of samples on the Internet on Doemens' homepage shall be deemed to be an offer by the customer to conclude a contract. The order will then be accepted with a written order confirmation by Doemens.

1.4. Changes, supplements or extensions of the scope of analysis require an agreement and will be communicated to the customer in an amended order confirmation.

1.5. Doemens will carry out the orders using the samples to be examined in accordance with the test methods specified in the order confirmation. These correspond to the state of the art in science and technology of the industry-specific regulations.

1.6. Doemens will carry out the work assigned to it as expeditiously as possible. Doemens reserves the right to subcontract to qualified subcontractors any orders or parts thereof, in particular individual tests in the field of special analytics. In case of subcontracting, the customer will be informed in the order confirmation, in which the tests concerned are specifically identified.

1.7. The customer will receive a test report for each sample tested. All results relate exclusively to the samples tested.

1.8. Doemens will destroy the sample after the analysis has been completed.

#### 2. PRICES, PAYMENT TERMS

2.1. The prices for analytical services correspond to those set out in the respective current service specifications.

2.2. In the absence of agreements on the fees to be paid, Doemens shall invoice the rates applicable to it in the service specification; Doemens shall have a unilateral right to determine the service performance in this respect.

2.3. In the case of analytical services to be charged at cost, the costs shall be charged to the customer at cost.

2.4. The customer will receive an invoice with the service, which must be paid within 8 days of the invoice date. In the absence of any other agreement, payment shall be made by transferring the invoice amount to a Doemens account. The receipt of the money is decisive for the timeliness of the payment.

2.5. Doemens shall be entitled to demand advance payments prior to the execution of the analytical services in individual cases, in particular if there are important reasons for doing so, provided that there are no overriding interests of the customer to the contrary.

2.6. The customer may not offset their own claims against our claims or retain services owed by them, unless their counter-claims are undisputed or have been found to be final or are based on the same contractual relationship.

#### 3. PROTECTION OF RESULTS, SECRECY

3.1. All results relate exclusively to the samples tested. Any reproduction of the test results is prohibited, unless Doemens gives its permission.

3.2. Doemens will keep in secret all information about operational details received in connection with orders. Results and concepts developed in connection with an order will be made available to the customer and will not be disclosed to third parties or published without the customer's consent.

3.3. Any transmission of test results via the Internet will only take place with the consent of the customer. This will be done in encrypted form as an e-mail, and any liability for the protection of the test results ends when the test reports are opened and decrypted at the customer's premises.

#### 4. WARRANTY

4.1. Doemens will carry out any tasks entrusted to it with the utmost care.

4.2. Doemens will not provide any warranty for defects based on an unclear order description by the customer, on faulty or insufficient sampling or due to misinformation about the samples.

4.3. The customer accepts measurement or analysis deviations of up to 10% in relation to the mean value of the sample indicated by normal laboratory activity.

Otherwise, the statutory warranty regulations apply.

4.4. Claims of the customer for damages or reimbursement of futile expenses (Sec. 284 of the BGB) exist only in accordance with the provisions of A)2. of these GTC.

### C) SPECIAL, SUPPLEMENTARY PROVISIONS FOR DELIVERIES AND OTHER SERVICES

#### 1. OFFERS AND CONCLUSION OF CONTRACT

1.1. Offers and price quotations contained in brochures, advertisements and other promotional material are subject to change and non-binding.

1.2. By sending a message aimed at making use of a service provided by Doemens, the customer bindingly declares to Doemens that they wish to make use of the corresponding service. This declaration is deemed to be an offer by the customer to Doemens to conclude a contract. The customer will be bound to their offer for 8 calendar days after dispatch. Doemens shall be entitled to accept the offer within this period. The receipt of our acceptance by the customer will be decisive for compliance with the deadline. Acceptance also includes the delivery of the ordered goods or the provision of the commissioned service.

#### 2. PRICES, PAYMENT, SET-OFF, RIGHTS OF RETENTION

2.1. Our prices shall apply upon collection from our warehouse, including packaging, unless explicitly otherwise agreed.

2.2. If the service is to be provided by Doemens only after the expiry of four months after the conclusion of the contract or later, Doemens shall be authorised to make price adjustments on the basis of the price list valid at the time of the provision of the service. Doemens is only authorised to make price increases if the costs of the service for Doemens, in particular the costs of employees, etc., have increased in comparison to the time when the contract was concluded. Any increase for the purpose of increasing profits is not permitted. If the price increase exceeds the increase in the cost of living by more than 5%, the contractor may withdraw from the contract.

2.3. The customer will receive an invoice with the service, which must be paid within 8 days of the invoice date. In the absence of any other agreement, payment shall be made by transferring the invoice amount to a Doemens account. The receipt of the money is decisive for the timeliness of the payment.

2.4. The customer may not offset their own claims against our claims or retain services owed by them, unless their counter-claims are undisputed or have been found to be final or are based on the same contractual relationship.

### 3. TIME OF SERVICE PROVISION

3.1. Our deliveries and services shall be effected within a period of 4 weeks from the conclusion of the contract, unless a fixed period of time or a fixed date has been agreed in writing.

3.2. If we are unable to meet binding delivery deadlines for reasons not attributable to us (non-availability of the service), we shall inform the customer of this immediately and at the same time notify the customer of the expected new delivery deadline. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract, in whole or in part; we will immediately refund any consideration already paid by the customer. Non-availability of the service shall be deemed to apply, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obliged to make the procurement in the individual case.

3.3. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required.

### 4. SHIPMENT

4.1. Delivery will be made ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

4.2. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment, unless the customer is a consumer. This shall not apply, however, if the customer itself has commissioned the forwarding agent or carrier and we have not named the latter to the customer; in this case, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall also pass to the customer upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.

4.3. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply *mutatis mutandis* to an agreed acceptance. Handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.

### 5. WARRANTY AND LIABILITY

5.1. The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (Sections 474 et seq. of the BGB) and the rights of the customer arising from guarantees given separately, in particular by the manufacturer, shall remain in full force and effect.

5.2. We are generally not liable for defects that the customer is aware of or is negligently not aware of when concluding the contract (Sec. 442 of the BGB). Another precondition for the customer's claims for defects is that they complied with their statutory duty to inspect and report defects (Sections 377, 381 of the HGB [German Commercial Code]). For ingredients and other products intended for incorporation or other further processing, an inspection must always be made immediately before processing. If a defect is found in the delivery, during the inspection or at any time thereafter, we shall be informed thereof in writing without delay. In any case, obvious defects shall be notified, in writing, within 10 working days of delivery and defects not apparent during the investigation shall be notified within the same period of time from discovery. If the customer fails to perform a proper inspection and/or to report a defect, our liability for the defect not reported, or not reported in time or not properly, shall be excluded in

accordance with the statutory provisions. That shall not apply insofar as the customer is a consumer.

5.3. Claims of the customer for damages or compensation for futile expenses (Sec. 284 of the BGB) also apply in the case of defects of the goods only in accordance with the provisions of A)2. of these GTC.

### 6. RETENTION OF TITLE

We reserve the title to the delivered goods until full payment of the purchase price for such goods.

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