

# **General Terms and Conditions of Hörzentrum Oldenburg gGmbH for Services and Contract Research**

## **§ 1**

### **Scope**

- (1) The following General Terms and Conditions shall apply exclusively to the business relationship between Hörzentrum Oldenburg gGmbH (hereinafter referred to as 'Hörzentrum') and the client (hereinafter referred to as 'the Customer') in respect of services, consultancy services, scientific support, contract research, studies, tests, evaluations, reports and other project-related services.
- (2) These General Terms and Conditions apply to businesses, legal entities under public law and special funds under public law.
- (3) Any deviating general terms and conditions of the Customer shall not be recognised unless Hörzentrum expressly agrees to their validity in writing.

## **§ 2**

### **Conclusion of Contract and Contractual Documents**

- (1) Quotations from Hörzentrum are subject to change and non-binding, unless they are expressly designated as binding.
- (2) A contract is concluded upon written or text-based confirmation of the order by Hörzentrum or the signing of an offer or contract document by both parties.
- (3) The specific offer or individual contract, the service description including any annexes, project plans and specifications, and these General Terms and Conditions shall govern the content and scope of the services to be provided by Hörzentrum.

## **§ 3**

### **Nature of the services**

- (1) Hörzentrum provides its services in accordance with the agreed professional and scientific standards.
- (2) Unless expressly agreed otherwise, Hörzentrum is not obliged to achieve any specific economic, technical, regulatory or scientific outcome, but rather to carry out the services in the agreed professional manner.
- (3) Where, in individual cases, the production of a specifically described work output, report, expert opinion, data set, test report or other deliverable has been expressly

agreed, the provisions relating to contracts for work and services in these General Terms and Conditions shall apply in addition.

- (4) Research and development services are, by their very nature, subject to uncertainties. Hörzentrum therefore gives no guarantee, unless expressly agreed in writing, that specific hypotheses will be confirmed, specific development objectives achieved or specific commercialisation or regulatory approval capabilities established.
- (5) Hörzentrum is entitled to engage qualified staff and suitable subcontractors to perform the services, provided that this does not prejudice the customer's legitimate interests.

#### **§ 4**

##### **Cooperation on the part of the customer**

- (1) The customer shall assist Hörzentrum, free of charge and to a reasonable extent, in the provision of services.
- (2) The customer shall provide Hörzentrum in good time with all information, documents, data, materials, contact persons, access rights, approvals and other resources required for the proper execution of the project.
- (3) Any data, materials, equipment, software, specifications or other content provided by the customer must be complete, accurate, free from third-party rights, virus-free and suitable for the intended purpose.
- (4) Delays, additional costs or damage resulting from the Customer's failure to provide their cooperation, or to do so in a timely or proper manner, shall not be borne by Hörzentrum. Agreed deadlines shall be extended to a reasonable extent; any further claims by Hörzentrum remain unaffected.

#### **§ 5**

##### **Changes to the scope of services**

- (1) Both parties may propose changes to the agreed scope of services.
- (2) Hörzentrum will review any request for changes made by the customer and inform the customer whether the requested change will have any impact on remuneration, the timetable, resources, methodology and other framework conditions, and, if so, what that impact will be.
- (3) Until agreement is reached on the change, Hörzentrum is entitled to continue the work in accordance with on the basis of the contract as it stands.

#### **§ 6**

### **Dates, Deadlines and Force Majeure**

- (1) Information regarding service times, project durations, milestones and completion dates is non-binding unless expressly agreed to be binding.
- (2) Binding deadlines shall commence at the earliest when
  - a.) the contract has come into effect,
  - b.) all documents, information, data and approvals to be provided by the client have been received in full, and
  - c.) any agreed advance payments have been made.
- (3) Events of force majeure or other circumstances beyond Hörzentrum's control, in particular operational disruptions, failure of communication networks, strikes, lockouts, pandemics, official measures, delays on the part of suppliers or in the provision of customer cooperation, shall extend agreed deadlines and dates by the duration of the disruption plus a reasonable restart period.

### **§ 7**

#### **Remuneration and Terms of Payment**

- (1) The fees specified in the quotation, contract or order confirmation shall apply. All prices are net plus statutory value added tax.
- (2) Unless otherwise agreed, necessary and substantiated travel expenses, postage costs, material costs, external services and other out-of-pocket expenses shall be reimbursed separately in addition to the remuneration.
- (3) Unless otherwise agreed, invoicing shall be based on project progress, in particular on milestones, sub-projects, time spent or completion of the project.
- (4) Where a payment-on-account arrangement has been agreed, the following shall apply in the absence of any other agreement:
  - a.) 50% of the agreed remuneration upon placing the order,
  - b.) 50% upon completion of the agreed services or handover of the work deliverables.
- (5) Invoices are due for payment without deduction within fourteen days of receipt.
- (6) The client is only entitled to set off claims if their counter-claims are undisputed or have been established by a final and binding court decision. The client is only entitled to assert rights of retention on the basis of counter-claims arising from the same contractual relationship.

## **§ 8**

### **Rights to deliverables, data and documents**

- (1) All ownership, copyright, usage and other intellectual property rights in and to quotations, concepts, study plans, methods, models, know-how, evaluation logic, templates, software, algorithms, tools, databases, documentation and other documents or intellectual work produced by Hörzentrum shall remain with Hörzentrum, unless expressly agreed otherwise.
- (2) Upon full payment of the agreed remuneration, the client shall be granted a right of use in respect of the contractually agreed work products for its own internal purposes or for purposes required by the contract, unless otherwise specified in the individual contract.
- (3) Any pre-existing rights, processes, methods, templates, software components, data structures, analysis models, tools or other know-how which were already in Hörzentrum's possession prior to the specific commission or which are developed outside the scope of the project shall remain the exclusive property of Hörzentrum.

## **§ 9**

### **Confidentiality**

- (1) The parties undertake to keep confidential all confidential information of the other party that comes to their knowledge in connection with the conclusion of the contract and the implementation of the project, and to use such information solely for the purposes specified in the contract.
- (2) In particular, technical, scientific, economic, operational and organisational information, documents, data, concepts, methods and results, as well as information marked as confidential or which is confidential by its very nature, shall be deemed confidential.
- (3) The duty of confidentiality shall continue to apply for a period of five years beyond the end of the contract, unless a longer period is agreed in an individual contract or is precluded by statutory obligations

## **§ 10**

### **Publication, references, and use of logos and trademarks**

- (1) Without the prior consent of Hörzentrum, the customer is not authorised to use Hörzentrum's name, company name, logo, word mark or other distinctive signs in press releases, advertising materials, websites, product information, study publications or other external communications.
- (2) Unless expressly agreed otherwise, the mere mention of the collaboration with

Hörzentrum requires prior written approval from Hörzentrum before any publication on a case-by-case basis.

- (3) Hörzentrum is entitled to refuse approval without giving reasons if there are legitimate operational, legal, scientific or strategic interests that preclude such approval.
- (4) Paragraphs (1) to (3) of Section 10 shall not apply in the case of notifications, publications and mentions to authorities or entities in the regulatory or legal sphere, such as the currently applicable Medical Device Regulation (MDR)/MPDG, or in communications with the relevant ethics committee.

## **§ 11**

### **Rights in respect of defects and breaches of contract**

- (1) The statutory provisions shall apply to services provided under a contract for services, unless otherwise provided for in these General Terms and Conditions.
- (2) Where services under a contract for work and materials are owed, the customer is obliged to accept the work if it has been performed substantially in accordance with the contract. Any apparent defects must be reported by the customer within fourteen days of the work being made available, together with a specific description. If neither acceptance nor a reasoned notice of defects in writing is provided within fourteen calendar days of the work product being made available, the work shall be deemed to have been accepted. In the event of justified complaints regarding defects, Hörzentrum shall initially be entitled to remedy the defect within a reasonable period.

## **§ 12**

### **Liability**

- (1) Hörzentrum bears unlimited liability for personal injury.
- (2) Hörzentrum shall be liable for damage to property and financial loss if such damage is caused by intentional or grossly negligent acts on the part of its legal representatives, employees or vicarious agents. In the case of damage to property and financial loss caused by negligence, Hörzentrum shall only be liable in the event of a breach of a material contractual obligation, but the amount of liability shall be limited to the damage foreseeable at the time the contract was concluded and typical of the contract.
- (3) Otherwise, liability is excluded. Liability under mandatory statutory provisions (e.g. the Product Liability Act or in accordance with EU Directive 85/374/EEC) or where a guarantee has been given remains unaffected.
- (4) Any limitation of liability in favour of Hörzentrum also applies in favour of its employees and vicarious agents.

**§ 13**  
**Data Protection**

- (1) The parties shall comply with the applicable data protection regulations.
- (2) Insofar as Hörzentrum processes personal data on behalf of the customer in the course of providing services, the parties shall conclude a separate data processing agreement prior to the commencement of processing, insofar as this is required by law.
- (3) The customer warrants that any personal data provided by them has been lawfully collected and may lawfully be transferred to Hörzentrum and processed by Hörzentrum for the purposes specified in the contract.

**§ 14**  
**Contract Term and Termination**

- (1) The term of the contract is set out in the individual contract.
- (2) If no fixed term has been agreed, the contract shall end upon the full performance of the agreed services.
- (3) The right of both parties to terminate the contract for good cause remains unaffected.
- (4) In the event of early termination, Hörzentrum shall be entitled to remuneration for the services rendered up to the date on which the termination takes effect, as well as for expenses already incurred and which can no longer be avoided, in accordance with the status of the project.

**§ 15**  
**Assignment and Transfer**

- (1) The customer is not entitled to assign or transfer, in whole or in part, any rights or claims arising from the contractual relationship to third parties without the prior consent of Hörzentrum.
- (2) Section 354a of the German Commercial Code (HGB) remains unaffected.

**§ 16**  
**Final Provisions**

- (1) Should any individual provisions of this contract be or become void, or should they be unenforceable, this shall not affect the validity of the remaining parts of the contract. The parties undertake to replace the void, invalid or unenforceable provision

with another provision that is valid or enforceable and comes as close as possible to what the parties intended, economically or legally, with the void, invalid or unenforceable provision.

- (2) The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (3) The place of performance for all obligations arising from the contractual relationship is Oldenburg, insofar as permitted by law.
- (4) The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Oldenburg, provided that the customer is a trader, a legal person under public law or a special fund under public law, and no other exclusive place of jurisdiction exists by law.
- (5) Amendments and additions to the contract, as well as ancillary agreements, must be made in writing at the very least.

As at 22 June 2026