

§ 1 Scope of application

(1) The following terms and conditions apply to all users, i.e. companies, institutions, individual companies, etc., who commission the BME with the creation of benchmarks or certifications and register for their participation in the surveys for BME benchmarks or in data collections for BME certifications on the www.bmebenchmark.com website.

(2) We do not recognise any terms and conditions of the customer that conflict with or deviate from our terms and conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply to all future business with the customer in the version valid at the time of the last conclusion of the contract.

§ 2 Subject of the contract

(1) BME net GmbH (hereinafter referred to as "BME") operates the website at www.bmebenchmark.com, through which users can register for the BME benchmark surveys or BME certifications and subsequently participate in the survey or data collection.

(2) The following general terms and conditions and our media data apply to all customers of the website www.bmebenchmark.com, as well as the other domains www.bme-innovation.de and www.bme-sustainability.com (hereinafter jointly referred to as "websites") and the services offered on the websites in each case.

§ 3 Conclusion of contract

(1) Users have the opportunity to register for participation in the BME Benchmark Surveys or BME Certifications via the website www.bmebenchmark.com, and subsequently participate in the BME Benchmark Surveys or data collections for the BME Certifications.

(2) The product descriptions and prices published on the website apply in their current version.

§ 4 Invoice and payment modalities for benchmark products

(1) For customers who have purchased BME benchmark products or BME certification packages, invoicing shall take place after completion of the order process or fulfilment of the order previously placed in writing, unless otherwise agreed in an individual contract. BME reserves the right to demand advance payment. The payment claim is due 14 days after the invoice date without deduction.

(2) In the event of default in payment, the statutory regulations shall apply. In addition, the BME is entitled to claim a lump sum for default in the amount of 40,- € (§ 288 Abs. 5 BGB). In the event of default in payment, BME may postpone the creation of individually commissioned benchmarks until payment has been made in full.

(3) All price quotations are exclusive of the statutory value added tax applicable at the time of invoicing.

§ 5 Antitrust requirements for the provision of benchmark services and surveys

For participation in benchmark surveys, in particular via the websites and the provision of benchmark services, the "Antitrust Guideline for the Provision of Benchmarking Services" shall apply in the respective current version, which the customer may request at any time. The BME ensures through appropriate quality assurance measures, in particular via the "Guideline of BME net GmbH on Product-Related Quality and Compliance Management in Benchmarking" in the respective current version, that only sufficiently aggregated and anonymised information is used for the evaluation of surveys and benchmark products. BME certifications are subject to the BME compliance and data protection regulations when collecting and

processing data. Insofar as comparative evaluations beyond the individual data collection are carried out, the BME ensures through appropriate quality assurance measures, in particular via the "Guideline of BME net GmbH on Product-Related Quality and Compliance Management in Benchmarking" in the respective current version, that only sufficiently aggregated and anonymised information is used for the evaluation of data collections for BME certifications.

§ 6 Service specifications

(1) The BME maintains a directory of current benchmark products and BME certifications.

(2) Access to the website is strictly personal and the user is only permitted to use it for his or her own purposes. Access to the website may not be passed on to third parties. The BME reserves the right to prosecute any violation of this provision immediately and without prior warning.

(3) Certain functionalities are available to the user. This service does not include data backup for the user. Data can be removed or deleted from the back office at any time without prior notification. If a customer deletes his entry on one of the websites, it is automatically deleted from the database for data protection reasons.

§ 7 Obligations of the user

The user must act in accordance with legal regulations, laws for the protection of third parties and good morals.

§ 8 Fundamentals of cooperation

(1) The BME Benchmark Service and BME Certification Service strives to constantly optimise as well as increase the services on the websites.

(2) Insofar as BME Benchmark Service and BME Certification Service has received the customer's e-mail address in connection with the customer's order, BME is entitled to send the customer information on the ordered and on similar services or activities of BME by e-mail. The user can object to this at any time informally and free of charge by e-mail to BME with effect for the future. BME will inform about the right of objection in every e-mail.

§ 9 Copyright

(1) The use of the web pages does not imply any transfer of ownership or usage rights, licences or other rights to the customer. All rights to the web pages used, to identification marks, titles, trademarks and copyrights and other industrial property rights remain with BME without restriction.

(2) All work results and information published by BME are subject to the copyright of BME. Excluded from this are only those work results and information published by BME which have been created by the customer or a third party and have been taken over unchanged by BME for publication on the Internet.

(3) The customer confirms that he/she has acquired all rights of use to the information and data provided by him/her that are necessary for participation in the survey and that he/she can freely dispose of them.

§ 10 Liability

(1) BME shall only be liable for damages, irrespective of the legal grounds, in the case of intent and gross negligence as well as for damages resulting from injury to life, body or health, insofar as BME has fraudulently concealed a defect or guaranteed its absence, as well as for claims under the Product Liability Act. In other respects,

BME shall only be liable in the case of simple negligence for damages arising from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the order possible in the first place and on the observance of which the customer regularly relies and may rely); in this case, however, liability shall be limited to compensation for the foreseeable, typically occurring damage.

(2) Due to a breach of duty which does not consist of a defect, the customer may only withdraw or terminate the contract if BME is responsible for the breach of duty.

§ 11 Confidentiality

(1) Irrespective of the provision in § 5, the BME undertakes to keep secret all information marked as "confidential" which the BME receives from the customer within the framework of the contractual relationship. This obligation shall also be fulfilled by BME after the expiry of the contract term.

(2) It is incumbent on the customer to exercise the greatest possible care when using IDs, passwords, user names or other security devices provided in connection with the services and to take every measure to ensure the confidential, secure handling of the data and to prevent their disclosure to third parties. The user will be held responsible for the use of his passwords or user names by third parties, if he cannot sustainably demonstrate that the access to such data was not caused by himself and that the reasons for this could not have been influenced by him. The customer is obliged to inform the BME immediately about a possible or already known unauthorised use of his access data. In case of violation of one or more of the obligations mentioned in these GTC on the part of the customer, in particular but not exclusively those listed under this point, the BME is entitled to terminate the services without further notice.

§ 12 Final provisions

The law of the Federal Republic of Germany shall apply to the contract and its interpretation. If the customer is a merchant within the meaning of Section 1 (1) of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the courts in Frankfurt am Main shall have exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship in question. In all other cases, we or the customer may bring an action before any court having jurisdiction on the basis of statutory provisions.