



## GENERAL TERMS OF CONTRACT ORDERS

### ToS Appraisals Lueders& Partner GmbH

The following terms and conditions shall apply to all orders placed with us, even if subsequent contracts are concluded without the conditions being attached or without reference to them.

1. We undertake to execute the order placed with us to the best of our knowledge on the basis of the documents and figures made available and the information provided to us. It is not our responsibility to check that the documents and figures made available and the information provided to us are complete and correct.
2. The recommendations or suggestions made by us do not supersede management decisions. The economic success of decisions made on the basis of our proposals or recommendations is not contained within our contractual services.
3. Contractual claims of any kind (including warranty claims and claims for damages) are limited to the parties named in the order. We hold no responsibility for any contractual obligations towards third parties.
4. Information and advice given verbally are only binding if confirmed in writing.
5. Pursuant to Article 17 of the EU General Data Protection Regulation (GDPR), we comply with the obligation to delete personal data from all storage devices when it is no longer required or when the legal basis no longer applies. As the time and effort involved for the deletion, and, if applicable, data protection and documentation, far exceeds the current value in most cases, various storage devices can no longer be evaluated on the basis of this regulation.
6. If the subject of the order is the preparation of an appraisal, all warranty claims shall only be under the statute of limitations within 6 months after delivery. Any other claims for damages arising from our activities as appraisers, which are not excluded by points number 3 and 4 of these Terms and Conditions, shall become statute-barred within one year from the time at which the injured party becomes aware of the damage, but at the latest within three years after delivery of the appraisal.
7. Payment of the remuneration cannot be refused in whole or in part on account of a possible defect in an appraisal, unless we have acknowledged the defect or it has been legally established.
8. The order and its execution shall be subject to German law.
9. Alterations to these order conditions can only be made in written form.
10. Place of performance and court jurisdiction for registered merchants is Hamburg.
11. The non-validity of one of the aforementioned points does not affect the validity of the remaining points. The same shall apply in the event of partial invalidity if a separable part of a provision is affected.

19.04.2023