

General Terms and Conditions of Sales Services

These General Terms and Conditions shall be an integral part of all our quotations and contracts for goods and services and apply to both our current and future business relations. Any deviating agreements, particularly contradictory terms and conditions of our customers and ancillary agreements shall require our express consent in each specific case to become an integral part of the contract.

1. Guidelines of performance

africon will provide its services on the basis of the market standards, recognized rules of consulting, science and economic aspects. Here it will perform its duties with the diligence of a prudent businessman.

2. General obligation to cooperate

africon in the provision of its services rely on the cooperation with its client, even without the participation benefits are agreed upon. The cooperation obligations arise in particular from the work of the consulting services.

The client will send africon all within the performance required information and documents. This applies especially to the relevant legal provisions, regulations, agreements, regulatory requirements, codes, standards, product information, configuration, pricing, and similar provisions and the requirements for their implementation.

Where this is necessary in the course of performance by africon, the client provides to a reasonable extent personal and material resources available, in particular contact people for africon shall be nominated.

The client grants africon access to all necessary information and rights to use the data provided by the client, information, software and documentation that is necessary for the implementation of the individual contract.

Cooperation obligations are the real power requirements of the client, to be provided without remuneration and compensation costs. The delayed, incomplete or incorrect provision of co-operation performance can lead to a shift of the agreed or notified dates and deadlines. Should thus arise on the part of africon an additional expense, this is charged at cost.

3. Third parties

africon shall be entitled to use suitable third parties to fulfill the contractual obligations. africon will notify this in advance to the client. The client may refuse fulfillment by third parties in the event of significant legitimate interests. Significant legitimate interests are in particular in the case of justified safety considerations.

4. General rules for remuneration and travel expenses

The agreed payments represent in this contract net prices and are due within 14 days after receipt of the invoice plus applicable VAT with no deductions.

All travel costs for africon's employees for research matters in Africa are covered. Special travels, which are requested separately by the client, will be billed after approval by the client.

The services of africon, for which a lump sum has not been agreed, are billed at cost.

Should the costs of the project exceed more than 15 % the conditions will have to be renegotiated. A new proposal will be presented by africon upon client's request.

5. Liabilities

africon shall be liable in the performance of his obligations for the fault of its employees and the people it calls for fulfillment of its obligations. If only a secondary contractual obligation has been breached or has not been deliberately dealt with, liability for each damage event is limited to EUR 25,000 per year, to the extent permitted by law.

If africon is insured for damage, eg the employer's liability insurance, which go beyond the limit of liability in paragraph one, then it will be liable up to the amount of the insurance liability coverage.

As far as the compensation liability of africon is excluded or limited, this also applies to the personal liability of legal representatives, employees, servants, substitutes and assistants.

If the client has contributed to the occurrence of the damage through a culpable behavior, the extent to which the client and africon are to bear the damage is determined by the principles of contributory negligence.

A claim for damages can only be claimed within a period of six months after discovery of the damage.

While africon GmbH developed the outlooks and scenarios in accordance with its professional standards, africon GmbH does not warrant any results obtained or conclusions drawn from their use. The analyses and conclusions contained in documents are based on various assumptions that africon has developed which may or may not be correct, being based upon factors and events subject to uncertainty. Future results or values could be materially different from any forecast or estimates contained in the analyses.

The analyses are partly based on information that has not been generated by africon and has not, therefore, been entirely subject to our independent verification. africon believes such information to be reliable and adequately comprehensive but does not represent that such information is in all respects accurate or complete.

6. Confidentiality

The contracting parties are obliged to treat the information made available to them by the other party under this agreement as well as knowledge which they acquire on the occasion of this cooperation on matters of any kind, such as technical, commercial or organizational nature, of the respective other contracting parties as confidential. Confidential information may not be exploited or made available to third parties during the period or after termination of this Agreement. The use of confidential information is limited solely to the use of this cooperation. This confidentiality obligation does not apply to information that the other party has legally obtained or is legally entitled to receive from third parties, or which were already generally known at the time of the conclusion of the contract or became generally known without infringement of the obligations contained in this Agreement.

The obligation to maintain confidentiality shall also apply within the parties in the sense that information may not be disclosed to unauthorized employees of the parties.

The duty of confidentiality also applies beyond the continuing existence of this Agreement.

7. Rights of use

All documents and the information contained therein may not be used for any purpose other than the evaluation of the offer made therein. The evaluation may only be carried out by the relevant persons within the recipient's internal organization. The documents or the information contained therein may under no circumstances be made available to any third party.

africon's reports are solely for the use of client personnel. No part of it may be circulated, quoted, or reproduced for distribution outside the client organization without prior written approval from africon GmbH.

8. Force Majeure

Events of force majeure, acts of war, natural disasters, official measures (e.g. seizure, export ban) and other unpredictable, unavoidable and serious events shall release the contractual partners from the performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide the necessary information as soon as is reasonably possible and to adjust the obligations to the altered circumstances in good faith.

If an event of this nature lasts more than two months then the contractual partners may withdraw from the contract in question (or the contractual obligations that have not yet been fulfilled) or terminate the contract in question without notice.