



GENERAL TERMS AND CONDITIONS OF HAPPY MONDAYS GMBH 01.10.2025

§ 1 DEFINITION, SCOPE

The following terms and conditions apply to all market research and consulting services provided by Happy Mondays GmbH. Consulting services include, among other things, the preparation of quotations, study organisation, room rental, suppliers, recruitment of study participants, implementation, travel and coordination, as well as evaluation, analysis and presentation, and consulting.

Order refers to the contract between the parties, regardless of its actual legal classification. The Client is the Customer as the recipient of the main service. Happy Mondays GmbH is hereinafter referred to as the Contractor and is the debtor of the main service.

The following General Terms and Conditions (GTC) apply to all contracts concluded between the Contractor and the Client. The Client's GTC only apply if the Contractor has expressly agreed to them.

§ 2 CONCLUSION OF CONTRACT

An offer made by the Contractor may be accepted by the Client within two months of the offer date. Until acceptance by the Client, the offer may be changed or withdrawn by the Contractor at any time. The contract is concluded upon acceptance of the offer in writing.

§ 3 SERVICES AND FEES

The scope of the service and the amount of remuneration are specified in the Contractor's offer. The offer reflects the expected costs at the time of its preparation, insofar as these can already be quantified.

The contract shall be terminated immediately after the report has been submitted, the presentation has been given or the full scope of the project has been completed.

If additional services or changes to the services are requested at a later date, the costs shall be adjusted accordingly.

In the event of exchange rate fluctuations of more than 3% between the offer currency and the euro between the date of the offer and the placing of the order, the remuneration shall be adjusted in line with the exchange rate fluctuation.

The Contractor shall inform the Client of any additional costs that may arise. If, during the execution of the order, unexpected additional costs arise that could not have been foreseen when the order was placed despite due diligence, these shall be charged to the Client in full, but up to a maximum of 10% of the approved order value.

The Contractor is entitled to have services performed by subcontractors. Prior consent from the Client is not required.

The Contractor shall obtain any rights of use and exploitation or consents from its vicarious agents that may be necessary for the performance of services. The Contractor is not obliged to carry out legal checks

on the work results, unless this has been expressly agreed in writing. The Contractor shall not be responsible for the legal review of the work results, unless this has been expressly agreed in writing. The review shall then be carried out by commissioning third parties at standard market conditions. The costs or fees incurred for this shall be invoiced to the Client.

The service shall be performed in accordance with the standards set by the Contractor, with due care and diligence.

§ 4 ACCEPTANCE

If the contract between the parties stipulates that a specific work result is owed (e.g. evaluation, analysis, presentation), the Client is obliged to accept it. If acceptance is not declared within one week of completion and delivery to the Client, the work shall be deemed to have been accepted. Commencement of use or payment shall be deemed equivalent to acceptance. In all other respects, §§ 640 et seq. BGB shall apply.

§ 5 TERMS OF PAYMENT, RIGHT OF RETENTION, SET-OFF, DEFAULT OF PAYMENT

Fifty percent of the remuneration is to be paid upon placement of the order within 30 days of receipt of the invoice by bank transfer. The remaining 50% of the remuneration is to be paid upon completion of the order within 30 days of receipt of the invoice by bank transfer. Additional payments, e.g. for any additional costs incurred or services ordered retrospectively, are due immediately upon receipt of the invoice without any deductions. The invoice can also be issued effectively by sending it by email to the Client.

The Client waives the right to assert payment reservations.

Invoices shall be paid in the currency specified in the offer. Transfer fees for foreign currencies shall be borne equally by the Client and the Contractor. Any additional transfer fees incurred shall be borne exclusively by the Client.

If the Client exceeds payment deadlines or otherwise defaults, the Contractor is entitled to refuse further performance of the service.

The prices stated are net prices. Value added tax and other fees are to be borne by the Client. This also applies if additional claims are made.

The Client may only offset the Contractor's claim with undisputed or legally established claims. The same applies to the exercise of a right of retention.

§ 6 PREMATURE TERMINATION OF THE CONTRACT BY THE CLIENT

If the Client terminates the contract prematurely without the Contractor being responsible for this, the Client shall remunerate the Contractor in accordance with the table below.

The percentages refer to the agreed remuneration and include all services provided directly by the Contractor, including all other incidental costs, i.e. travel expenses and supervision, as well as costs for booking technical equipment.

Subject to agreement and availability on the part of the Contractor, the field phase may be postponed by up to 4 weeks. In this case, remuneration shall be paid in accordance with the table under 'Postponement'. If a binding new date is not set at the same time as the contract is terminated, remuneration shall be paid in accordance with the table under 'Cancellation'.

Point of time	Cancellation	Postponement
0 – 3 working days prior to start of fieldwork	90%	80%

4 – 5 working days prior to start of fieldwork	75%	50%
6 – 7 working days prior to start of fieldwork	50%	25%
From the third working day after the order is placed	25%	10%

§ 7 OBLIGATIONS OF THE CONTRACTOR

If the Contractor agrees to deliver results to the Client in electronic form, it shall make every reasonable effort to comply with all security standards. The Contractor cannot guarantee exclusivity for certain product areas, research subjects or research methods.

The Contractor cannot guarantee exclusivity for certain product areas, subjects of investigation or investigation methods. Anything else shall only apply if expressly agreed in writing. If exclusivity is agreed, its duration and any additional fees shall be specified. The Contractor shall not be liable for any damage caused by the use of the results in other projects.

§ 8 OBLIGATIONS OF THE CLIENT

When placing an order, the Client undertakes to provide the Contractor with bank and account details as well as the internal order or project number required for the billing process without being asked and without delay,

If the Contractor agrees to deliver results to the Client in electronic form, the Client shall make every reasonable effort to comply with all security standards.

The Client undertakes to protect and preserve the anonymity and personal rights of study participants and the intellectual property of the Contractor. This applies in particular to images of persons in private settings.

All offers, methods, models, techniques, software, guidelines, study designs and participant lists created or developed by the Contractor or its agents shall be treated as confidential by the Client. The Client therefore undertakes not to pass on offers and their contents to third parties or to use them itself, regardless of the intended use.

§ 9 LIABILITY, WARRANTY AND GUARANTEE

The Contractor shall only be liable for damages caused by it or its legal representative or vicarious agent through wilful intent or gross negligence. A limitation of liability shall not apply in the event of injury to life, limb or health or in the event of a breach of essential contractual obligations. In the case of negligently caused property damage and financial loss in the event of a breach of essential contractual obligations, liability is limited to the foreseeable damage typical for this type of contract.

If the Client has selected the subcontractor itself, the Contractor is not liable for the accuracy, completeness and quality of the work performed by a subcontractor.

The warranty period for defects is 12 months from acceptance of the work or provision of the service.

The Contractor does not guarantee the accuracy, completeness and quality of the service provided.

§ 10 TERMINATION AND WITHDRAWAL BY THE CONTRACTOR

The Contractor is entitled to terminate an order without notice at any time for good cause. Good cause shall be deemed to exist in particular if an advance payment agreed in the order is not received on time or in full, necessary budget increases are not approved, or insolvency proceedings are opened or threatened to be opened against the Client's assets. In all other respects, Section 648a of the German Civil Code (BGB) shall apply.

If, after the order has been placed, it transpires that the investigations cannot be carried out for methodological reasons which neither the Contractor nor the Client could have foreseen and for which neither is responsible, the Contractor may withdraw from the order on the grounds of impracticability, provided that the Contractor informs the Client immediately of the impracticability and the parties have not found a methodological solution to remedy the impracticability. In this case, any consideration already provided by the Client shall be reimbursed by the Contractor without delay.

§ 11 INTELLECTUAL PROPERTY, PUBLICATIONS AND RIGHTS OF USE

The Client shall not publish the Contractor's results in a manner that exaggerates, distorts or misrepresents findings or data. The publication must not damage the Contractor's reputation or business.

Furthermore, all offers, methods, models, techniques, software, guidelines, study designs and participant lists created or developed by the Contractor or its agents remain the intellectual property of the Contractor. Offers and their contents may therefore not be passed on or used by the Client, regardless of the intended use.

All intellectual property rights to procedures, principles and formats, as well as to all proprietary materials, software, programmes, modules, methods and other materials used or created by the Contractor in the course of preparing quotations or providing services, shall remain with the Contractor, unless they were created exclusively for the Client. If the Contractor provides software as part of the services, the Client acknowledges that the use of this software may be subject to separate licence terms.

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§ 12 PRIVACY

In the course of providing services, it may be necessary for the Contractor to process personal data provided by the Client or its vicarious agents or third parties known to it.

In this case, the Client shall ensure that it is authorised to provide the personal data in accordance with the statutory provisions and, if necessary, has obtained the consent of the persons concerned.

The Contractor shall process the personal data provided by the Client exclusively in compliance with data protection regulations, in particular the BDSG and the GDPR, and exclusively for the purpose of providing the contractually agreed service.

In order to protect personal data from unauthorised or unlawful processing, accidental loss, destruction or damage, the Contractor shall take the necessary technical and organisational security measures, with due regard for the state of technological development.

Completed questionnaires, audio and video tapes, and computer records created in connection with the contractually owed service by the Contractor or its subcontractor are the property of the Contractor.

As soon as the personal data are no longer required for the purpose of providing the agreed services, they shall be deleted by the Contractor in accordance with the applicable statutory provisions, at the latest after six months.

§ 13 PRODUCT TESTS

The contractual services owed by the Contractor may also include the testing or use of products, samples, or test materials, including prototypes, provided by the Client (hereinafter referred to as “Test Products”).

In such cases, the Client undertakes to ensure that all contents, packaging, and labelling comply with applicable laws and regulations.

The Client is also obliged, where necessary, to obtain any required declarations or consents from the individuals concerned for the use of the respective Test Products.

Furthermore, the Client bears the following responsibilities:

- All required chemical, medical, pharmaceutical, and other necessary tests, examinations, and analyses of the Test Product have been conducted;
- The Test Product is suitable for testing;
- The Test Product causes no harm after completion of the testing;
- All legally or regulatorily required information, or information necessary for the use of the product, is provided to the Contractor so that it can be passed on to the test participants;
- All Test Products comply with the legally prescribed safety and hygiene regulations;
- In the case of Test Products requiring refrigeration, the cold chain is maintained until the agreed time and place of delivery to the Contractor.

The Client shall be liable for any damages arising for the Contractor or third parties from the use of the products provided by the Client. The Client shall indemnify the Contractor against all claims asserted against the Contractor due to damages caused by the Test Product. In all other respects, the provisions of the Product Liability Act shall apply.

The Client shall maintain adequate liability insurance and, upon the Contractor’s request, provide proof of sufficient insurance coverage. Furthermore, the Client shall provide the Contractor with a complete list of the ingredients of the Test Products.

The Contractor shall not be liable for the use, loss, or damage of the Test Products after they have been handed over to the respondents.

§ 14 REFERENCES TO THIRD PARTIES

The parties mutually agree that they and their affiliated companies may use each other’s company or brand names, company logos, and the project title or type as a reference to third parties. This consent may be revoked at any time by either party in writing.

§ 15 FINAL PROVISIONS

German law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction shall be Frankfurt am Main.