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Terms & Conditions, June 26th 2026, moweb research GmbH

1 Market Research Guidelines and Object of Contract

1.1 These General Terms and Conditions (GT&C) have been drawn up on the basis of the recommended general terms and conditions of the ADM (Arbeitskreis Deutscher Marktforschungs-Institute e. V.). They comply largely with the "International Code for the Practice of Market and Social Research" issued by the E.S.O.M.A.R (European Society for Opinion and Marketing Research).

1.2 moweb research GmbH carries out accepted orders as a service contract; a specific success is not due as a result thereof.

1.3 moweb research GmbH is a member of the Association of German Market Research Institutes (ADM e.V.) and is therefore bound by the guidelines of the ADM e.V.

2 Scope of Validity and Deviations

2.1 All current and future contracts of moweb research GmbH – hereinafter referred to as "moweb research" – with the contractual partner – hereinafter referred to as "Customer" – are subject exclusively to the following General Terms and Conditions (GT&C).

2.2 Special agreements and deviations from these GT&C shall only apply if they have been explicitly accepted and confirmed in writing by moweb research.

2.3 Acceptance of differing Customer purchasing and other terms and conditions is explicitly refused herewith. Deviating Customer purchasing and other terms and conditions shall not become an integral part of the contract even upon acceptance of an order.

3 Quote, Contract and Scope of Performance

3.1 Contractual quotes by moweb research are non-binding and subject to change without notice. They serve exclusively for the purpose of decision-making by the Customer about awarding a contract for the offered research and may only be published or passed on to third parties with the permission of moweb research. The specified dates and deadlines are only binding if they have been agreed explicitly in writing.

3.2 The appointed task, procedures, type of work results, time required and the fee to be paid shall be regulated in written agreements (project contract). Amendments, supplements and extensions to the appointed task, procedures and type of work results require a separate written agreement.

3.3 moweb research agrees with the Customer on the contractual contents regarding the measures to be taken and submits to the Customer a research proposal as well as a draft about proposed schedule planning. Unless otherwise agreed, the Customer shall remunerate this preliminary work according to expenses incurred if moweb research does not receive a later order from the Customer.

3.4 Contracts first come into effect with the receipt of written order confirmation from moweb research unless moweb research is already carrying out the order. The quote and the written order confirmation from moweb research are decisive for the contractual contents, as are these GT&C. Subsequent amendments, supplements and ancillary agreements to the contract must be agreed in writing and explicitly confirmed in writing by moweb research.

3.5. moweb research reserves the right to refuse orders or to only undertake orders against cash in advance if the customer has been rejected by the credit sale insurers (generally EULER-HERMES).

3.6 As soon as a project is commissioned, a minimum project fee shall be due for payment to moweb research within 14 days of invoicing. The amount of the minimum project fee is € 750.00 net unless otherwise stated in the project quote. Any project related, invoiceable costs generated up to the threshold of the aforementioned fee shall be deducted, so that

the overall invoice amount may not exceed the price of the fee. If the project costs are higher than the fee, the fee shall not apply.

3.7 Pursuant to data protection laws, the personal data of interviewees may never be passed on to the Customer together with other data. The personal data of interviewees may only be passed on separately to the Customer as an exception and in cases where adequate grounds exist.

4 Reports, Usage

The Customer is provided with the documentation of the work results exclusively for own use. The contents may neither be published nor passed on in part or whole to third parties unless this has been agreed explicitly in writing.

5 Copyright

Unless otherwise agreed, moweb research shall be entitled to all copyright, performance protection and property rights to the materials arising in the course of order fulfilment and any documents drawn up by moweb research (all forms of data carriers, questionnaires, research results and reports etc.), as well as any collected or accumulated data. The anonymity of interviewees shall remain guaranteed in the event of the Customer being granted rights to information and data (e.g. copies of written documents), i.e. those documents may then only be used for internal purposes.

6 Customer Cooperation Duties

6.1 Immediately following order confirmation, the Customer shall provide moweb research with all information and documents necessary for moweb research to be able to provide its services. The Customer shall notify moweb research about all events, activities etc. that are of significance for the fulfilment of the order, even if these circumstances are only discovered in the course of the order. The Customer shall bear any costs incurred as a result of work having to be repeated by moweb research because of incorrect, incomplete or subsequently amended details by the Customer.

6.2 Planned deadlines shall be delayed accordingly if moweb research has to wait longer than 2 workdays for an answer or any urgent and/or important documents. In this case, the Customer shall be responsible for the delay in deadlines. The Customer, however, must be notified by moweb research immediately of any such delay in deadlines.

6.3 The Customer must allow a minimum period of 72 hours for field work by moweb research. “Field work” is understood to be the time during which the interviews are carried out.

6.4 The Customer shall check the research proposal by moweb research pursuant to section 3.3 to establish whether it is suitable for the purposes being sought with the survey. moweb research is to be notified immediately of any requirements for changes or supplements to the survey proposal, however, no later than prior to commencement of interviews. The Customer shall pay moweb research for any additional costs as a result thereof in the event of an infringement of these obligations.

6.5 The Customer guarantees moweb research that the project for which an order has been placed, as well as the publication and use of the results, is legally permitted and carrying out the research and the use and publication of the results does not infringe upon the rights of third parties. The Customer exempts moweb research from all claims in as much as claims are being made against moweb research because the results obtained in a due and proper manner are being used by the Customer in an illegal manner by premeditation or negligence (e.g. illegal and/or incorrect advertising with such).

7 moweb’s Storage Duty

moweb research agrees to store survey documents and interview data for a period of 12 months after submission of the survey report to the Customer. Data carriers will be stored for a period of 24 months.

8 Invoice and Due Date

8.1 The Customer shall provide moweb research with confirmation of the contractually provided listing by transfer of user IDs. A “user ID” is a unique 30-digit alphanumeric coding which is transferred to the Customer when a survey participant has registered poll results. A valid completed interview shall be called “Complete” and is a contractual object. The price

per complete (CPI) shall be the basis for project invoicing. The final invoice amount shall be calculated from the number of valid completed interviews (completes) x the price per complete (CPI).

8.2 The Customer is obliged to provide moweb research within 14 days of completion of the survey (end of field work) with a list of all "user IDs" with corresponding coding of the survey statuses (complete, screened out, overquota etc.) for comparison with the company's internal database.

8.3 Invoicing takes place upon completion of the agreed work. The basis for invoicing shall be the number of successfully completed interviews. The number of samples/interviews carried out stated in the quote is to be regarded as a target. If the target has not been achieved completely, the number of interviews carried out shall be charged pro rata.

8.4 The transfer of the list of all valid completed interviews is tantamount to delivery confirmation and therefore also to recognition of provision of performance. In the event that the Customer shall provide moweb research with access to its system for the purpose of charging the completed interviews and the Customer does not permit or insufficiently permits such access, the Customer shall be obliged to allow moweb research or a third party under obligation of due professional confidentiality appointed by moweb research subsequent insight into the system or Customer books in order to ensure due and proper charging.

8.5 Inasmuch as the Customer fails to send this list of completes to moweb research within 14 days after the end of field work, moweb research shall be entitled to calculate invoices on the basis of the company's internal database.

8.6 In the event of the Customer refusing to accept work results following performance or provision thereof for a reason other than a written substantiated complaint made without delay, the work results shall be deemed to have been accepted two weeks after delivery. Any use of the works results in part or whole by the Customer is equivalent to an acceptance thereof.

9 Guarantee, Liability

9.1 moweb research is liable without restriction for premeditated damage, malicious silence with regard to defects, damages as a result of gross negligence in respect of a significant contractual obligation as well as for damages from an injury to health, life and limb. moweb research shall be liable to the same extent in the event of a guarantee.

9.2 Other than the cases named under section 9.1, moweb research shall not be liable for damage caused by simple negligence.

9.3 The Customer can only demand the recreation of data by moweb research if moweb research has caused the destruction thereof by premeditation or gross negligence and the Customer has established that this data can be recreated at acceptable expense from data material stored in a machine-readable form.

9.4 The specified liability restrictions and exclusions also apply for liability on the part of the corporate bodies, vicarious agents and assistants of moweb research.

10 Force Majeure

moweb research will undertake everything in order to carry out the number of interviews agreed with the Customer. If, however, moweb research is unable to achieve the agreed number of qualified interviews because of force majeure, the Customer shall be required to pay the originally agreed number of interviews.

11 Infringement of Customer

Cooperation Duties moweb research shall be entitled to terminate the agreement following an appropriate period of grace if the customer fails to fulfil a contractually agreed cooperation duty. moweb research reserves the right to agreed remuneration. moweb's entitlement to compensation of expenses suffered as a result of delay or lack of cooperation on the part of the Customer, as well as the resulting damage, shall remain unaffected in this respect even if moweb research has not made any use of its right to termination.

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12 Prices and Terms of Payment

12.1 The price plus value-added tax (VAT) named in the order confirmation from moweb research shall be decisive for the performances offered in the survey proposal. Fees, taxes and other charges levied in connection with the order are to be paid by the Customer. Deviating price agreements, discounts and special payment terms require separate written confirmation from moweb.

12.2 The terms and conditions are linked to the respective defined survey tasks. Changes in organisation which have to be introduced during field work, in particular with regard to range, research synchronisation, methods, analysis and reporting, can result in an adjustment to calculated costs. If the volume of meetings and presentations defined in the survey proposal increases during or after completion of the market research, those meetings that have to be held additionally at the request of the Customer shall be charged separately by moweb research at the standard prices and daily rates.

12.3 Unless otherwise agreed, the terms and conditions named in the order confirmation shall be valid for a period of four months from the order date insofar as the work can be carried out during this period.

12.4 The fee agreed in the order confirmation shall be invoiced on the basis of acceptance and charging stated in section 8.5 no later than 14 days after completion of field work. The total amount shall be due for payment without deduction as of the date of invoicing and is to be paid immediately.

12.5 If objections are raised by the Customer in respect of the correctness and, in particular, the amount of the invoice, such objections must be submitted to moweb research within 10 days from the date of the invoice. If no written objections or written complaints are received within 10 days from the invoice date, the issued invoice is deemed to be legally binding.

12.6 All invoices must be paid within the payment deadlines agreed on the invoices. Payment shall be made by SWIFT bank transfer.

13 Payment and Default

13.1 Payments on progress payment invoices and final invoices are to be made without any deductions into the account named by moweb research at the latest within ten days from the invoice date. A payment is only deemed to have been made after moweb research is finally able to dispose over the amount paid.

13.2 Only the payment terms printed on moweb research invoices shall apply. Those payment terms and conditions have priority over any regulations contained in these GT&C. Payments are to be made in the agreed currency. As a rule, this is generally EURO.

13.3 Payments by bill or cheque are not permitted.

13.4 Offsetting against counterclaims shall only be permitted if the counterclaim is undisputed or legally enforceable. The same applies for exercising any rights of retention.

13.5 All remaining outstanding Customer receivables shall become immediately due for payment if payment deadlines are not observed. Under these circumstances, moweb research can withhold all further performances and charge all performances that have already been provided. The same also applies if there is a negative change according to standard bank criteria in the Customer's creditworthiness after a contract has been reached. Verification of the main circumstances necessary for creditworthiness is deemed to have been provided by a current report from a recognised credit reporting agency, credit sales insurance such as EULER-HERMES or a bank. Rights to payment and the assertion of further claims for compensation for damages shall remain unaffected by this.

13.6 Irrespective of the respective creditworthiness of the Customer, moweb research has the sole right of discretion to only act against cash in advance or to cancel the order.

13.7 In the event that a payment is not made within 7 days of the first reminder, moweb research shall be entitled per week to Euro 7.50 dunning fee and default interest of at least 8.32 %.

13.8 If reminder or default costs are not paid or are overdue in being paid, reminders issued for such shall also be subject to charges.

14 Competitive Activities

Without a separate written agreement, moweb research cannot be prevented from acting on behalf of the Customer's competitors during or subsequent to the agreement reached with the Customer.

15 Secrecy and Data Protection

15.1 moweb research agrees to maintain secrecy with the due care and attention of a prudent business person and treat in the strictest confidence all information and business secrets coming to its attention in the course of the business cooperation. This shall also apply even after the end of the contractual relationship or if an intended contract has not been signed.

15.2 The Customer is aware that moweb research stores and processes person-related data, taking into account data protection regulations, in connection with contractual negotiations and business transactions. The Customer waives the right to notification pursuant to the Federal Data Protection Law (BDSG – Bundesdatenschutzgesetz).

16 Reservation of Ownership

Ownership of the copies of the report handed over to the Customer is first transferred to the Customer when all claims against the Customer have been paid in full which are due to moweb research and third parties which have been appointed in the name of the Customer.

17 In General

17.1 moweb research is entitled to convey rights from the contractual relationship, these GT&C and the individual contracts with the Customer to third parties, in particular to the company ARAMIS Factoring GmbH & Co. KG with regard to factoring; the latter company already accepts such conveyance herewith.

17.2 In the event of a provision of these GT&C being or becoming ineffective or invalid in part or whole, it shall have no effect on the validity of all other provisions hereto (separability clause). The clause which is ineffective or invalid in part or whole shall be replaced by a corresponding legal regulation which is as close as possible to the invalid provision. The GT&C shall remain legally valid under these circumstances. Exclusively German legislation shall apply under exclusion of the UN Convention of the International Sale of Goods.

18 Applicable Law, Place of Fulfilment, Court of Venue

18.1 These GT&C and the respective individual agreements between moweb research and the Customer are subject exclusively to German law under exclusion of the United Nations' Convention on the International Sale of Goods (CISG).

18.2 The German version of the GT&C shall apply in the event of any deviations between the English GT&C and German GT&C.

18.3 The place of fulfillment for all deliveries and services shall be the company headquarters of moweb research in Düsseldorf in Germany.

18.4 The exclusive court of venue for all disputes arising directly or indirectly from the contractual relationship shall be Düsseldorf. moweb research, however, has the right to sue the Customer at the latter's general court of venue. This also applies if the Customer does not have its company headquarters in Germany.