

# **General Terms and Conditions**

## **MeteoGroup Deutschland GmbH**

### **§ 1**

#### **Scope**

The provision of weather data and/or meteorological forecasts and/or further products and services based thereon by MeteoGroup (hereinafter "data/products") is bound to the following contractual conditions, unless other conditions have specifically been agreed in writing.

### **§ 2**

#### **Usufruct**

1. MeteoGroup MGD shall transfer to the Client in relation to the data/products that are the object of the agreement upon detailed stipulation in this agreement the non-exclusive, non-transferable usufruct and said usufruct shall be limited to the term of this agreement.
2. The data/products that are the object of the agreement shall only be supplied for use in the sense of the usufruct agreed in writing. Supplying the data/products stipulated in the agreement to third parties as well as use of the data/products stipulated in the agreement for uses other than those agreed are subject to MeteoGroup's explicit agreement in writing.
3. Insofar as a copyright, a service provision covenant or any other right of MeteoGroup to the data/products that are the object of the agreement exists, said rights shall remain with MeteoGroup.
4. Insofar as there are rights of national weather services or other suppliers of meteorological basic data to the data/products that are the object of the agreement, said rights shall remain with the respective supplier. The Client shall observe the supplier's existing conditions of use. In case of violation of article 2 above, MeteoGroup shall be entitled to terminate this agreement with immediate effect.

### **§3**

#### **Supply**

1. The data/products shall be made available by MeteoGroup for retrieval by the Client, or transmitted to the Client by appropriate means.
2. In case the data/products are transmitted, MeteoGroup is not obliged to verify receipt of the data/products by the Client. MeteoGroup is not liable for data loss by way of transmission outside of its control. Place of service shall be the domicile of MGD.
3. The Client shall ensure by adequate means that no unauthorized access to the transmitted data/products by third parties is possible.

4. MGD shall be liable for the availability of its services only insofar as non-availability is the result of intentional or culpably negligent behaviour.

5. Should circumstances arise that prevent MGD from supplying the data/products that are the object of the agreement, MGD shall inform the Client immediately. MGD shall have the right in such cases – especially in cases of delay and failed supply of the meteorological source data supplied by third parties – to adjust its services in type and scope insofar as necessary under the circumstances (substitute supply). MGD, for its part, shall take measures to avoid errors of such kind or to resolve them immediately.

#### **§4 Remuneration**

1. The Client shall be obliged to pay MeteoGroup the agreed remuneration for the supply of the data/products stipulated in the agreement. VAT must be paid if applicable.

2. MeteoGroup reserves the right to apply fair, market-oriented price increases. In case of a price increase of more than 5% the Client shall have the right, contrary to Paragraph 6, to terminate the agreement by registered letter, providing a period of notice of three weeks upon notification of the price increase sent to the Client.

#### **§5 Guarantee, liability**

MGD shall ensure that the data/products are generated with utmost care and on the basis of modern scientific methods. However, MGD is not able to guarantee the correctness of the weather forecasts contained in the data/products. Further, MGD is not able to assume liability for claims that are based on the fact that the weather forecasts contained in the meteorological data/products were not fulfilled, in part or in full. Supply of the forecasts shall therefore be effected on the basis of the following stipulations:

1. Supply of the data/products shall be effected without a guarantee of any kind.
2. Claims for damages are excluded, irrespective of the type of breach of duty, including illegal actions, unless the damages are based on an intentional or culpably negligent action. This applies especially to claims based on claims for damages from third parties as well as other indirect and consequential damages.
3. Damages arising out of death, injury to body or health are exempt from the exclusion of liability stated in Clause 2 above.

#### **§6 Term of contract / termination**

1. The contract is valid for the period stipulated therein.

2. The contract can be terminated by either party under the observance of a 30-day notice period to the end of the contract. If notice is not given within this period, the contract is extended by the original contract duration.
3. In case of violation of essential contractual provisions by the Client, MGD is entitled to terminate the agreement with immediate effect.
4. Notification of any termination must be in written form.

## **§7**

### **Concluding provisions**

1. The court of MeteoGroup's respective domicile has jurisdiction over any disputes arising from or in connection with this agreement. The agreement is subject exclusively to German law.
2. Should present or future provisions of this agreement cease to be legally valid or feasible, in total or in part, or should they lose their legal validity or feasibility at a later point in time, the validity of the other provisions of this agreement remain unaffected. The same applies, should it become evident that this agreement is incomplete. The ineffective clause will be replaced, and/or deficiencies redressed, as far as it is legally possible in mutual agreement by a clause which is as close as possible to what the parties wanted or would have wanted on conclusion of the contract, if they had considered this point at the time.

Berlin, 6 October 2008