

# Terms and Conditions

Network of automotive suppliers Saxony (AMZ)



## 1. Contractors

The contracting parties are RKW Sachsen GmbH (hereinafter referred to as RKW), Freiburger Str. 35, D-01067 Dresden (District Court Dresden, HRB 16329) and the customer.

## 2. Subject matter

The subject-matter of the contract is the result of these terms and conditions. These regulate the provision of the network of automotive supplier Sachsen (AMZ) by RKW Sachsen GmbH (RKW) as well as the services that can be provided under this brand.

## 3. Establishing the contract

- 3.1 Subject to a separate arrangement, the contract is concluded upon receipt of the order confirmation.
- 3.2 RKW offers the AMZ service offer as an AMZ membership. By applying for membership in the AMZ network, RKW checks the inclusion of the applicant in the network. The audit includes the applicant's affiliation to the automotive industry and the potential of the applicant's contribution to the network in terms of content. RKW informs the applicant of the test result by a rejection or by order confirmation ("Welcome to the network automotive suppliers Saxony (AMZ)").

## 4. Services of the AMZ

The range of services provides a framework for customer use. The service components are aligned according to the specific needs of the customer, taking into account the interests of all other members. This is done in a separate discussion, which is ideally carried out and documented annually, but necessarily for two years. The interview is the basis for the concrete activities of the AMZ network.

- 4.1 AMZ continuously develops information on trends and actors in the automotive industry. The information on trends and development is prepared in the form of studies and published on articles in the magazine "Autoland Sachsen". The customer receives all studies and all expenses of the "Autoland Sachsen" during the duration of his membership.
- 4.2 AMZ organizes a wide range of cooperation offers in the form of AMZ events (networking and communication events) as well as AMZ work forums (workshops for the development of concrete ideas and solutions). The customer is entitled to participate in all AMZ events. AMZ events are addressed according to requirements and customer needs.
- 4.3 The customer is entitled to participate in all AMZ trade fair community stands. AMZ informs at which trade fairs a joint stand is planned and submits separately specified offers to the customers.
- 4.4 AMZ maintains cooperations with partners of the automotive industry at home and abroad. The customer receives all information about cooperation relationships and the built-up accesses to their own use.
- 4.5 AMZ Management is available to AMZ customers for concrete project development. Project development covers all steps from the project idea to detailed project planning, including financial planning with the tasks of funding management.
- 4.6 Every year, the AMZ Network publishes the industry map "Saxon Automotive Competence". The customer's logo is placed on this card and the customer receives 10 copies in A1 format.

## 5. Payment

The annual accounts of the customer shall be informed of the amount of the annual fee to be paid (see paragraph 7). The invoice amount is payable with receipt of the invoice and within one week without deductions. The invoice settlement is made by the customer by transfer to the account of the RKW specified on the invoice.

## 6. Changes to the General Terms and Conditions (GTC) and Services

- 6.1 The General Terms and Conditions may be amended, to the extent necessary to adapt to developments which were unforeseeable at the time of conclusion of the contract and which RKW did not cause or can influence and whose failure to take into account would not insignificantly disturb the balance of the contractual relationship and insofar as this does not affect essential provisions of the contractual relationship. Essential regulations are those about the nature and scope of the contractually agreed services and the duration including the provisions for termination. Furthermore, the

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GTC may be adapted to the extent necessary to eliminate not inconsiderable difficulties in the implementation of the contract due to regulatory gaps arising after the conclusion of the contract. This may be the case in particular if the case law on the validity of provisions of these General Terms and Conditions changes, if one or more provisions of these General Terms and Conditions are declared invalid by the case law or if a change in the law leads to the ineffectiveness of one or more provisions of these General Terms and Conditions.

- 6.2 The contractually agreed services may be changed if and to the extent that this is necessary for a valid reason that cannot be foreseen at the time of conclusion of the contract and the relationship between performance and consideration is not shifted to the detriment of the customer, so that the change is reasonable for the customer. There is a valid reason when new technical developments require a change in performance, since the service can no longer be provided in the previously contractually agreed form or if newly issued or amended legal or other public requirements require a change in performance.
- 6.3 Changes to the General Terms and Conditions or services in accordance with clauses 6.1. and 6.2 shall be communicated to the customer in text form at least six weeks before their planned effective date. In the event of changes that are not solely in his favour, the Customer has the right to terminate the contract in text form (e.g. by letter or e-mail) without observance of a notice period at the time the changes take effect. The customer is specifically informed of this in the change notice.

## 7. Pay

- 7.1 An annual fee is due upon conclusion of the contract. The fee is calculated to the customer in the form of an annual invoice. The amount of the fee is calculated according to the following price scale on the basis of the annual gross result achieved by the customer in the automotive industry in the previous year. The annual gross is calculated by deducting the material costs and the costs of external services of a year from the annual turnover.

up to annual gross result (in millions €)	Pay (net)
1	432,00 €
2	698,00 €
3	831,00 €
4	964,00 €
5	1.097,00 €
6	1.230,00 €
8	1.363,00 €
10	1.762,00 €
12	2.161,00 €
14	2.560,00 €
16	2.826,00 €
20	3.092,00 €
30	3.358,00 €
40	3.624,00 €
50	3.800,00 €
60	3.900,00 €
>60	by appointment, at least €4,000 €

- 7.2 Start-up companies up to 3 years after foundation pay a fee of **€250.00** per year plus the statutory VAT. After a three year contract period, the fee is determined according to the price scale.
- 7.3 Research institutions pay a fee of **€ 500.00 per year** plus the statutory VAT.

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7.4 The management of RKW Sachsen GmbH reserves the right to adjust the membership fees to the economic conditions. The changes must be announced three months before the end of the respective contract term.

7.5 In the event of simultaneous membership in the partner network "Automotive Cluster East Germany"(ACOD), a contribution for both networks is negotiated with the customer, which lies between the higher individual contribution value (AMZ or ACOD) and the cumulative contribution of both networks. The total contribution is shared between the networks by mutual agreement.

## **8. Contract term/termination**

8.1 Membership begins on the 1st of the following month after the application, but not before a positive examination decision of the application (see clause 3.2).

8.2 The contractual relationship can be terminated for both contracting parties with a period of three months at the earliest at the end of the minimum contract term of 24 months. Unless terminated, the contract term shall be extended for a further twelve months if no date is terminated three months before its expiry.

8.3 The membership contract may be terminated by the contracting parties at any time for important reasons. An important reason is particularly regular if:

- the member does not pay the membership fee within six weeks of invoicing,
- the member is grossly contrary to the identifiable interests of the AMZ; this includes the intentional violation of the protected interests of individual members
- insolvency application has been filed for the member's assets.

8.4 Cancellation must be made in text form (e.g. by letter or e-mail). The member will receive a confirmation of termination.

## **9. Other conditions**

9.1 RKW is entitled to provide the services by third parties as a subcontractor. RKW is liable for the provision of services by subcontractors as well as for its own actions.

9.2 The customer can only transfer the rights and obligations under this contract to a third party with the prior written consent of the RKW.

9.3 German law applies to the contractual relations of the parties.

9.4 The place of jurisdiction for all disputes arising from the contract for membership in the network of automotive supplier Sachsen is Dresden.

9.5 The customer agrees with the validity of all provisions even if he himself formulates general terms and conditions. Insofar as such general terms and conditions of the customer preclude the application of a provision made here and/or the realization of the economic objective of the AMZ behind this provision, its validity is already being objected to by RKW Sachsen GmbH. In a mirror image, the customer already expressly waives the application of such own terms and conditions.

Dresden  
01.07.2020