

General Terms and Conditions

LZ-prognose.de
Mathias Tolle
Bergring 2
37139 Adelebsen
Germany

Last updated: January 1, 2022

1. Scope of Conditions and General Information

- 1.1 The terms of business are the regulations of the Civil Code of the Federal Republic of Germany (BGB). Particular cases shall be decided by the courts of law.
- 1.2 The current version of the terms and conditions apply to all new orders from 01.01.2022. In the case of automatically renewing services, these apply from the first new subscription period in 2022.
- 1.3 For the use of all services, deliveries, and offers provided by LZ-prognose.de, Mathias Tolle, Bergring 2, 37139 Adelebsen, hereinafter referred to as "LZ-prognose.de", the current version of the following terms and conditions applies. These regulate the contractual relationships between LZ-prognose.de and the user of the services offered by LZ-prognose.de (hereinafter referred to as "user"). LZ-prognose.de does not accept deviating conditions of the user, unless LZ-prognose.de has expressly agreed in writing or by email.
- 1.4 Changes of these business terms are published at <https://www.LZ-prognose.de>. Furthermore, users who receive paid subscription services will immediately be notified about changes of these business terms. Should there be no written cancellation by the user within 14 days after the changes have been announced, the contractual relationship will be continued with the changed general terms and conditions. The cancellation is to be addressed to: LZ-prognose.de, Mathias Tolle, Bergring 2, 37139 Adelebsen, Deutschland by Fax: +49 (0)5506 8999266, or by e-mail to info@LZ-prognose.de. Should the cancellation become effective, the user will receive back already paid fees.

2. Basic Features of Our Services

- 2.1 LZ-prognose.de only offers its services to entrepreneurs in the sense of the German Civil Code (BGB).
- 2.2 LZ-prognose.de offers information about alloy surcharges for metals in return for payment. This information is provided to the user in a password-protected area on the website <https://www.LZ-prognose.de>. The paid subscription services are characterized by the product features specified in the product description. There are no claims to special content or a special scope of the information service
- 2.3 The offers are not binding and subject to change. All prices are without applicable VAT. By posting his subscription order, the user gives a legally binding statement of intent for the conclusion of a contract. The order is only confirmed by LZ-prognose.de through its activation of the user account and a written order confirmation. The legally binding conclusion of the contract is effected through the posting of the order

confirmation/invoice or through utilization by the user at the latest. LZ-prognose.de has the right to refuse orders that are not yet confirmed, even without stating reasons.

- 2.4 LZ-prognose.de reserves the right to amend, enhance, or otherwise change the offered information at any time, as long as its essential content is not affected and the changes are reasonably acceptable for the user.

3. Details Regarding Duration, Payment, and Due Dates

- 3.1 The data subscription has a minimum duration of 6 months and automatically renews itself for 6 months unless otherwise agreed or if not cancelled before expiration. A short message by mail, e-mail or fax to LZ-prognose.de, Mathias Tolle, Bergring 2, 37139 Adelebsen, Deutschland Email: info@LZ-prognose.de, fax: +49 (0)5506 8999266 would suffice for cancellation. The timeliness of the cancellation depends on the time of receipt by LZ-prognose.de. The user carries the burden of proof for the timely receipt of the cancellation.

- 3.2 The prices and conditions agreed between the user and LZ-prognose.de apply. Payment is always made in advance. Payments by invoice are, if not arranged otherwise, payable 30 days after receipt of the invoice.

- 3.3 LZ-prognose.de reserves the right to change prices within a reasonable range. The changes are valid from the next subscription period and are announced to the user 1 month before coming into effect. In this case, the user has the right to cancel the subscription.

3.4 Cancellation by LZ-prognose.de

LZ-prognose.de has the right of extraordinary notice of cancellation should special reasons exist: The user violates the responsibilities hereafter stated under 4., discontinuation of the information service, reasonable doubt concerning the user's ability to make payments.

4. Responsibilities of the User

- 4.1 The user is obliged to provide all the information required for ordering the subscription correctly, exactly, up-to-date, and completely. Furthermore, he is obliged to immediately announce to LZ-prognose.de any changes of his name, e-mail address, or his mailing address which occurred after the conclusion of the contract.

- 4.2 The information provided by LZ-prognose.de is exclusively meant for the individual user's personal use and only within the user's branch. Any dissemination, any publication, against payment or for free, is explicitly prohibited to the user. The dissemination of login data, passwords and verification links from LZ-prognose.de in any way is expressly prohibited. The login data may only be used on one workstation (single user license). LZ-prognose.de reserves the right to extraordinary notice of cancellation and to claims for damages in case of violations. There will be no refund for advance payments in this case. The access information for the protected areas of LZ-prognose.de is not transferable and is to be protected from acquisition through third-parties.

- 4.3 The user carries the costs for all system requirements necessary for using the offer of LZ-prognose.de and their operation. The system requirements may change according to technological progress. Invoices and information may be transmitted by e-mail if so

desired. In this case, the user is obliged to be especially diligent, to provide a working e-mail address, and to retrieve his e-mails at regular intervals. LZ-prognose.de assumes no liability for delivery errors.

5. Defaults and Warranty Conditions

5.1 Should LZ-prognose.de not be able to provide information services, or only to provide them to a limited extent, due to force majeure, or due to reasons for which neither LZ-prognose.de nor the user are responsible, LZ-prognose.de is not liable for the resulting damages. In particular, LZ-prognose.de is not liable for the continuous availability of the website.

5.2 Should the user default on payments, and should the default continue, LZ-prognose.de has the right to suspend the user's access authorization despite of having dunned him. The right to extraordinary notice of cancellation due to default of payment, or for another relevant reason, remains unaffected. Independent of whether LZ-prognose.de exercises its right to extraordinary notice of cancellation, all future fees until the next possible cancellation date become immediately payable for the user in case of default. Furthermore, the user must replace damages caused by the default.

6. Non-Liability and Disclaimer

The information offered by LZ-prognose.de was created to the company's best knowledge. However, LZ-prognose.de can assume no liability for the provided information being up-to-date, correct, or complete or for its quality.

Should the user use the information provided by LZ-prognose.de as a basis for own company decisions, this happens at his own risk. In this respect, LZ-prognose.de excludes any liability for losses incurred by the user.

Liability for slightly negligent breaches of duty is excluded, insofar as they include damages from injuries to life, body, or health or guarantees or claims according to product liability law are affected. Furthermore, compensation for damages is limited to typically foreseeable damages. Compensation for atypical or unforeseeable damages does not take place.

7. Applicable Law/Jurisdiction

Contracts closed on the basis of these general terms and conditions and for claims of any kind resulting from them are subject exclusively to the law of the Federal Republic of Germany, under exclusion of the UN CISG and German international private law. Insofar as the user is a merchant in the sense of the German commercial law (*Kaufmann im Sinne des HGB*), a special public separate estate (*öffentlich-rechtliches Sondervermögen*), or a legal person in the sense of the public law (*juristische Person im Sinne des öffentlichen Rechts*), Göttingen is the exclusive place of jurisdiction for all disputes resulting from the contract or these general terms and conditions. The same goes for all users that have no general place of jurisdiction in Germany. However, LZ-prognose.de has the right to make claims against the customer at any other jurisdiction that may be responsible for him.