

General terms and conditions Status: September 2024

1. General

1.1. The following General Terms and Conditions (GTC) apply exclusively to all our current and future deliveries, services and offers.

1.2. The GTC apply in relation to entrepreneurs (Section 14 BGB), legal entities under public law and special funds under public law (hereinafter referred to as "Customer").

1.3. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if we have expressly agreed to their validity in text form. This shall also apply if we provide the service to the customer without reservation in the knowledge of the customer's General Terms and Conditions.

2. Offer, delivery deadlines, commissioning of third parties

2.1. Our offers are subject to change and non-binding. The contract is only concluded with a written order confirmation or by delivery or performance.

2.2. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents.

2.3. Stated dates and deadlines are non-binding unless expressly agreed otherwise in text form. Delays in delivery and performance due to force majeure and due to events that make delivery or performance significantly more difficult or impossible for us (in particular failure of IT systems, strike, lockout, official orders, operational disruptions, late delivery to us, technology changes or technical defects at suppliers (e.g. in databases and operating systems) or theft) and for which we are not responsible, entitle us to postpone the delivery or performance by the duration of the hindrance and a reasonable start-up period. They also entitle us to withdraw from the contract in whole or in part due to the unfulfilled part of the contract, without the customer being able to derive any claims for damages whatsoever from this.

2.4. Missing or incorrect information in the order shall always be at the expense of the Client and shall have no suspensive effect on the Contractor's claims. This applies in particular to orders without a valid order number.

2.5. The content of the contract, in particular the scope of services, shall be governed solely by the contract concluded in writing. Our employees are not authorized to make verbal collateral agreements or give verbal assurances that go beyond the content of written contracts.

2.6. If shipment is delayed at the buyer's request, we shall charge the costs incurred by storage, but at least 0.5% of the agreed net price, for each month, starting one month after notification of readiness for shipment. However, we shall be entitled to dispose of the delivery item otherwise after setting a reasonable deadline which has expired to no avail and to supply the buyer within a reasonably extended deadline.

2.7. We are entitled to use the services of third parties to fulfill our performance obligations. In this case, we guarantee the proper fulfillment of all contractual obligations to the customer.

3. Prices

3.1. Our prices are the prices stated in the written order confirmation plus VAT at the statutory rate.

3.2. Unless carriage paid delivery has been agreed, all shipments shall be at the expense of the customer.

3.3. In the case of contracts with continuous payments, we reserve the right to adjust our prices for the following period at the end of a contract period. The intended price change shall be notified in writing with a notice period of 3 months. We are entitled to change prices in particular in the event of cost increases for the provision of the contractually agreed services. In the event of price increases, the customer has a four-week special right of termination. If you do not terminate the contract after notification of the new fees and continue to use chargeable services after the price change comes into effect, the price change shall become binding for the contracting parties.

4. Delivery, transfer of risk, partial deliveries

4.1. The shipment shall be at our discretion and at the risk of the buyer.

4.2. The risk shall pass to the buyer as soon as the consignment has been handed over to the first carrier or has left our warehouse for shipment. If the customer is in default of acceptance, this shall be deemed equivalent to handover.

4.3. All shipments travel at the risk of the buyer, even in the case of freight-free delivery.

4.4. If shipment is delayed due to circumstances for which we are not responsible, the risk shall pass to the buyer upon dispatch of the notification of readiness for shipment.

4.5. Insurance against damage of any kind shall only be taken out at the express request and expense of the buyer.

4.6. The risk of accidental loss shall be borne by the buyer. He is obliged to insure our goods to a sufficient amount in addition to careful handling. The claims against the insurance company shall be deemed assigned until all our claims have been paid in full.

4.7. Partial deliveries are permissible unless the customer is clearly not interested in them or they are clearly unreasonable for him.

5. Warranty

5.1. The customer must check that the delivered goods and services are free of defects.

5.2. The customer must notify us in writing of any recognizable defects immediately, but at the latest within one week after receipt of the goods or after provision of the service. If the customer fails to notify us, all services and deliveries shall be deemed free of defects, unless the defect was not recognizable during the inspection.

5.3. Proven hidden defects must be reported immediately after discovery.

5.4. In the event of a defect, we are entitled, at our own discretion, to initially rectify the defect or deliver a replacement, provided that the cause of the defect already existed at the time of the transfer of risk. If the rectification fails, the customer may reduce the remuneration or withdraw from the contract. In addition, the customer may demand compensation for damages instead of performance and reimbursement of expenses only in accordance with clause 6.

5.5. The limitation period for claims and rights due to defects in the deliveries - regardless of the legal grounds - is one year.

6. Liability, compensation

6.1. We shall be liable in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent as well as in cases of culpably caused injury to life, limb or health in accordance with the statutory provisions. In cases of gross negligence, however, our liability shall be limited to the foreseeable damage typical for the contract, unless another of the exceptional cases listed in sentence 1 or sentence 3 of this paragraph (1) applies at the same time. Otherwise, we shall only be liable under the Product Liability Act, for the culpable breach of cardinal obligations (cardinal obligations are obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely) or insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the delivery item. However, the claim for damages for the breach of cardinal obligations shall be limited to the foreseeable damage typical for the contract, unless another of the exceptional cases listed in sentence 1 or sentence 3 of this paragraph (1) exists at the same time.

6.2. The provisions of the above paragraph (1) shall apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), irrespective of the legal grounds, in particular due to defects, breach of duties arising from the contractual obligation or tort. They also apply to claims for compensation for futile expenses.

6.3. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

7. Terms of payment, offsetting, right of retention

7.1. Unless otherwise agreed, payments are due without any deduction upon delivery or performance. If no express term of payment has been agreed, the customer shall be in default 10 calendar days after delivery or performance and receipt of invoice, without the need for a reminder. The date of receipt of payment shall be decisive.

7.2. Unless otherwise agreed in writing, services are invoiced monthly or immediately after completion.

7.3. In the event of default, the customer shall owe interest in the amount of 9 percentage points above the applicable base interest rate in accordance with § 247 BGB. We reserve the right to prove and claim higher damages caused by default.

7.4. We are entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, circumstances become known which are likely to significantly reduce the creditworthiness of the customer and which jeopardize the payment of outstanding claims by the customer from the respective contractual relationship.

7.5. Offsetting of counterclaims by the customer is only permissible with counterclaims recognized by us in writing or legally established.

7.6. A right of retention can only be exercised if it is based on the same contractual relationship. In the event of the existence of defects, the customer shall only be entitled to a right of retention in reasonable proportion to the defects and the anticipated costs of subsequent performance, in particular the rectification of defects.

8. Retention of title

8.1. All delivered goods shall remain our property until full payment of the purchase price from all claims to which we are or will be entitled, irrespective of the legal grounds.

8.2. The buyer is entitled to process and sell the goods in the ordinary course of business. By processing these goods, the buyer does not acquire ownership of wholly or partially manufactured items. The processing is carried out free of charge and exclusively, but without any obligation for us. Should the retention of title nevertheless expire due to any circumstances, the buyer and we hereby agree that ownership of the goods shall pass to us upon processing. The buyer remains the custodian free of charge.

8.3. In the event of processing with goods still owned by third parties, we shall acquire co-ownership of the new items. The extent of this co-ownership is determined by the ratio of the invoice value of the goods delivered by us to the invoice value of the other goods. The buyer is entitled to process and sell the aforementioned goods in the ordinary course of business.

8.4. Transfer by way of security or pledging are not permitted. The customer hereby assigns to us the claim arising from a resale or other legal basis of the reserved goods, even to the extent that the goods have been processed. We accept the assignment. If the processed product contains, in addition to our reserved goods, only such items that either belonged to the customer or were only delivered under the so-called simple reservation of title, the customer shall assign the entire purchase price claim to us. In cases where the advance assignments to several suppliers coincide, we shall be entitled to the fraction corresponding to the ratio of the invoice value of our reserved goods to the invoice value of the other processed items.

8.5. In the event of access by third parties to our reserved goods, the buyer is obliged to point out our ownership and to inform us immediately.

8.6. The buyer may, as long as he fulfills his payment obligations to us, collect the outstanding amounts for himself until revocation. The right to resell or process the goods and to collect outstanding debts shall lapse if payment is suspended, bankruptcy proceedings are applied for or opened, judicial or extrajudicial composition proceedings are instituted, a check is protested or a pledge is made. Receivables assigned thereafter must be collected immediately in a special account and transferred to us.

8.7. We will only ever take back goods for safety reasons. Under no circumstances does this constitute a withdrawal from the contract, even if partial payments were subsequently permitted.

9. Property rights/Licences

9.1. Unless otherwise specified, application software from TTE-Europe GmbH is delivered as an executable program.

9.2. Programs purchased from us are only intended for the purchaser's own use within the framework of a simple, non-transferable license and exclusively on products supplied by us. Without our written consent, the buyer is not permitted to make programs or documentation accessible to third parties, even in the event of resale. Copies may only be made for archiving or replacement purposes, without this giving rise to any claims against us.

9.3. We accept no liability for infringements of industrial property rights due to specifications, product modifications, instructions or other information provided by the purchaser or combination of the program with

other goods not covered by the contract. The liability provisions of article 6 remain unaffected by this.

10. Minimum contract terms and termination for contracts with continuous payments

10.1. The minimum contract term is 12 months. The notice period is 3 months to the end of the contract term. If the contract is not terminated, it will be extended for a further 12 months.

10.2. Notices of termination must be in writing. The date of receipt of the mail by us is decisive.

10.3. The right of each party to extraordinary termination of the contract without notice for good cause remains unaffected. Good cause shall be deemed to exist, for example, if the customer is in arrears with the payment of a not insignificant part of the remuneration for two consecutive payments, if insolvency proceedings are applied for or opened against the customer's assets or if the opening of such proceedings is rejected for lack of assets, if the provisions of these contractual terms and conditions are violated or if the behavior indicates with certainty that there is no will to comply with the provisions of the contractual terms and conditions.

11. Final provisions

11.1. The place of performance for all obligations of both parties to the contract is our registered office, Tannenstraße 2, 01099 Dresden. The place of jurisdiction for all legal disputes arising from the business relationship is our registered office. We are also entitled to sue at the customer's registered office.

11.2. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

11.3. Should any provision of these terms and conditions be or become invalid or should the terms and conditions be incomplete, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed to be replaced by a provision that comes economically closest to the meaning and purpose of the invalid provision in a legally effective manner. The same applies in the event of loopholes.