



General Terms and Conditions of Delivery of VTA Software & Service GmbH (hereinafter referred to as VTA Software), version: 6 October 2017

General

1. Our deliveries and services take place exclusively on the basis of these General Terms and Conditions of Delivery. The decisive version is the version valid at the time of an order. 2. They apply for all services and work and their handling. Contradictory or deviating terms and conditions of the contractual partner are not acknowledged unless VTA Software explicitly agrees to their validity in writing. Our GTC also apply if we accept the delivery or service unreservedly in the knowledge of contradictory terms and conditions, or terms and conditions that deviate from our General Terms and Conditions of Delivery, of the contractual partner. 3. Orders by our partners are only binding in written form. 4. The Incoterms, in their respective valid version, are decisive for the interpretation of commercial terms. 5. The respective contractual partner is obliged to list our project and delivery numbers.

Offer/offer documents

1. The creation of offers for potential contractual partners by VTA Software is free of charge and non-binding. 2. In the case of handovers of drawings, calculations and other documents, we will retain the property rights and copyrights. These documents may not be made accessible to third parties without our explicit written consent. They are to be used exclusively for the joint provision of the service. In the event of no order or after the provision of the service, all documents must be returned to us without the need for a request.

Prices/pricing

1. The agreed prices are fixed prices and do not include the respective valid VAT – free delivery to the point of use including any applicable packaging and freight costs. 2. In cases where delivery is not included, VTA Software will select the cheapest freight costs, unless a specific type of consignment is specified. 3. For specific projects, the prices/pricing are shown in detail in the respective offers.

Payment

1. VTA Software expects all payments upon production of an invoice in accordance with the provisions of VAT law. Even in the case of advance payments, all services and advance payments are listed in a final invoice. 2. Upon the placement of an order, a prepayment of 20% of the remuneration is generally due. The remaining sum is due immediately after the completion of the work, without deduction. In the case of other potential agreements, these details will be fixed in the delivery and service plans. 3. VTA Software can make the start of activity dependent on the receipt of the prepayment. 4. If there are no other agreements or more favourable conditions of the contractual partner, payment will be made within 14 days with a 2% deduction, or within 30 days net. 5. Payment and early payment terms begin upon receipt of the invoice by the partner, in the case of services not before their acceptance and, if documentation (certificates, credentials, instructions etc.) are part of the scope of the service, not before their handover in accordance with the contract. 6. In the case of the agreement of earlier deadlines, the due date will be based on the agreed delivery date. 7. Payment will be carried out by bank transfer or cheque. Payment is on time if the transfer has been conducted on the due date or if the cheque has been sent by post on the due date. 8. Interest on maturity is excluded. The interest rate is 5% above the base interest rate in accordance with § 247 BGB (German Civil Code). Customers of VTA

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Software are entitled to demonstrate lower default loss than requested. 9. Offset and withdrawal rights exist to the legal extent.

Delivery terms/delivery delay

1. The delivery terms agreed by VTA Software are binding. 2. Partial deliveries are permitted with prior written permission. 3. If the contractual partners realise that the agreed deadlines cannot be observed, the respective partner is obliged to inform the other about this immediately, first verbally and then in writing. 4. The contractual partners guarantee the agreed deadlines in acknowledgement of a deadline safeguard amount. In the event that the agreed deadline is exceeded, the contractual partner at fault will pay a contractual penalty of 1% each week, up to max. 10% of the order value. The deadline safeguard amount is due when the contractual partner exceeds the agreed deadlines, unless this is due to force majeure and the contractual partner was not already in delay when it occurred. The deadline safeguard amount can be asserted until the final payment at the latest. Compensation will not be requested in addition to the deadline safeguard amount, unless otherwise stated in the above figures. 5. If the agreed deadlines and terms are culpably not observed, the respective party is to set an appropriate deadline for the service; after the expiry of the grace period, delay will have occurred without further notice. 6. In the event of a delay caused by a contractual party, the service/delivery not yet carried out may be carried out by a third party at the expense of the contract partner that caused the delay after the unsuccessful expiry of an appropriate set grace period. If documents are necessary for this purpose and they are in the possession of the contractual partner, it must hand them over immediately. If property rights prevent the service by the third party, the contractual partner is obliged to provide an according exemption from these rights immediately. If the contractual partner does not comply with an according request within a period of one week, the limitation of the deadline safeguard amount will cease to apply. Instead, after the unsuccessful expiry of a set appropriate grace period, the other party may withdraw from the Contract. Any deadline safeguard amount that has become due until the time of withdrawal will remain unaffected.

Object, scope and implementation of the services

1. Orders, agreements and amendments are only binding if they have been issued or confirmed in writing by the contractual partners. Agreements with other departments require explicit written confirmation from the ordering department in the form of a supplement to the Contract should agreements be made that are different to the points specified in the Contract. 2. The respective contractual partner will confirm the full acceptance of the order within 5 working days after its receipt. 3. The contract partners must treat the conclusion of the Contract confidentially. 4. The contractual partners are obliged to procure the respective currently applicable versions of the relevant laws, regulations and other provisions necessary for the preparation of a delivery/service. 5. Proof of origin that is requested (e.g. supplier declarations or movement certificates within the meaning of the EEC/EFTA determination of origin) are to be provided with all the necessary details by the respective contractual partner and provided immediately and properly signed.

Changes to the service

1. The Client can demand changes to the content and scope of the services. This also applies for parts already provided and delivered. 2. If the changes are not considerable, the party providing the respective service will determine the time delays and additional costs caused by the requested changes, and the parties will agree on an according contract amendment. If the parties do not agree, the party providing the service is entitled to reject the amendment requests. 3. Additional remuneration for service changes that the Client is not responsible for cannot be claimed by the party providing the service. 4. All service changes must be set before the start of the performance, in a written supplementary agreement, in which the additional remuneration and any changes to the time sequence must be recorded.

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Violation of property rights

1. The contractual partners guarantee that the services provided in accordance with the contractually set terms of delivery/service do not violate any industrial property rights of third parties. 2. All claims that are asserted due to the violation of such property rights and the associated costs must be borne by the party that caused them.

Guarantees and liability

1. The delivery/service must be in accordance with the intended use, be up to date with the current state of technology and fulfil the relevant requirements of the authorities and specialist associations. 2. If, in individual cases, deviations from the guidelines or the given hierarchy are necessary, the contractual partners must obtain the written consent of the respective other contractual partner. The guarantee obligation is not affected by this consent. 3. The guarantee period is 2 years and begins on the date of acceptance, which will be stated in the written confirmation of acceptance. 4. Defects in the delivery/service that are pointed out during the guarantee period, which also include the lack of assured features, must be rectified immediately and free of charge. 5. The Client must first exercise the rights to subsequent performance. If this fails, it has further defect rights (self-fulfilment, withdrawal, reduction, compensation). 6. If subsequent improvement is not possible or if it is unreasonable, the right to conversion or reduction will remain unaffected. In the case of subsequent improvement, the guarantee period will begin with the renewed written confirmation of acceptance. 7. For all partial services needed due to the operational interruption caused by necessary subsequent improvement and when the services cannot be used as intended in the contract, the guarantee period will extend by the duration of this interruption. 8. There is no entitlement to compensation for loss of earnings caused by production downtime. 9. The guarantee entitlement expires 12 months after the rectification of the defects complained about, but upon the expiry of the guarantee period at the earliest. 10. The respective contractor is liable – apart from in the event of a breach of significant contract duties, death, personal injury or damage to health, or claims in accordance with product liability law – only in the event of intent and gross negligence. Significant contract duties are duties that must be fulfilled to achieve the purpose of the contract. 11. The overall liability of the contractual partners for all claims resulting from the contract is limited to 30% of the overall order value. This does not include the amounts that are paid in a legally effective manner by the insurer of the contractual partners. Should one of the contractual partners have caused loss intentionally or in a grossly negligent manner, it will be liable unrestrictedly. The contractual partner must take responsibility for the fault of third parties used as its own fault in accordance with the German Civil Code (Bürgerliches Gesetzbuch [BGB]). The contractual partner cannot free itself – contrary to § 831 BGB – by proving the proper selection and supervision of its employees or third parties used.

Proof of performance and acceptance

1. The acceptance of the contractual service will take place after completion. A log will be made of the acceptance, and it must be signed by both parties. 2. The Client must request, in writing, the setting of the acceptance date. 3. If the service is not in accordance with the contract and the Client therefore justifiably refuses to accept it, or if acceptance takes place under the condition that the defects named in the log are rectified, the Contractor in each case is obliged to immediately provide a contractual service and rectify the defect, provide notification of the anticipated duration of the error rectification and then display the defect rectification after completion of the subsequent work. 4. All costs incurred when repeating acceptance will be at the expense of the party that caused the defect. 5. If defects are discovered and they do not influence the performance and functioning, the acceptance may take place under the condition of the prompt rectification of these defects. An appropriate amount will then be retained from the outstanding payment until the defect is rectified. 6. The contractual partner will receive confirmation of acceptance in the acceptance log. The acceptance does not affect the guarantee claims.

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Withdrawal, termination and interruption

1. If the Client makes use of its withdrawal right in accordance with § 649(1) BGB, the contractual partner can demand 15 percent of the agreed remuneration as flat-rate remuneration if the performance has not yet begun. If the performance has already begun, 80% of the agreed remuneration must be paid. 2. If a termination due to a breach of contract by the contractual partner is announced, the deliveries/services carried out until then will only be billed at contract prices to the extent that they can be used for the intended purpose. The billing will take place on a contract basis. The loss to be replaced will be considered in the billing. The same applies for any deadline safeguard amounts that have become due.

Non-disclosure

1. The Contractual Partners must treat the contract terms and contract documents confidentially. References may only be named with written consent. The Contractual Partners are obliged to keep all information and documents that are exchanged for performance of the contract secret, not to make them accessible to third parties directly or indirectly, and not to use them themselves for purposes other than fulfilling their contractual obligations. 2. The obligations of the contractual partners do not exist if the transmitted technical information and documents are generally accepted standards of technology or were already known to the contractual partner upon receipt, or will cease to exist if they later become accepted standards of technology or if they are obtained by the contractual partner from a third party with no violation of confidentiality obligations. 3. The obligation of the contractual partners will last for 10 years after the conclusion of the Contract and will remain in place even in the event of a premature end to the contractual relationship.

Involvement of subcontractors

1. Unless otherwise agreed, the contractual partners are not entitled to transfer their contractual rights and obligations to third parties, in whole or in part, without prior explicit written consent. 2. The contractual partners are obliged in particular to provide the contractually agreed services themselves and carry out the associated work themselves. 3. The contractual partners are only entitled to award such services and work to third parties if, by their nature, they normally award them to third parties as part of their operations. 4. In any case, third parties which the contractual partner makes use of for the fulfilment of its obligations from the contract are considered vicarious agents of the contractual partner, with all the resulting rights and obligations.

Place of performance/place of jurisdiction/law/other

1. The place of performance for all obligations and the sole place of jurisdiction for both sides, including for claims related to bills of exchange and disputes, is the seat of VTA Software. 2. VTA Software is entitled to also select the general place of jurisdiction of the contractual partner. 3. Contracts and all associated legal relationships between the contractual partners are subject exclusively to German law, with the exclusion of foreign law. 4. Should a provision of these General Terms and Conditions of Delivery be or become invalid, this will not affect the validity of the remaining provisions.

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