

**General Terms and Conditions of Purchase for Services and Works of VTA Software & Service GmbH  
(version: 15.03.2018)**

**§ 1 Principles**

(1) These General Terms and Conditions govern the framework conditions for the purchase of services and works by VTA Software & Service GmbH, hereinafter referred to as the Client. (2) The specific parameters of the respective order will be agreed by means of an offer submitted by the Contractor or an order placed by the Client.

**§ 2 Provision of the Service**

(1) The Contractor will provide its service in accordance with the agreed or industry-customary quality standard and in accordance with its technical qualifications meticulously, to the best of its ability and in a timely manner. This also applies for the workers employed by the Contractor. If, during the project duration, it is foreseen that the agreed budget will be exceeded, the Contractor will inform the Client. (2) The Contractor grants the customers of the Client all use and exploitation rights for the activity results produced during its activity. (3) The Contractor warrants that all of its activity results are free from third-party property rights, and that there are no other existing rights that exclude or restrict use by the customers of the Client in accordance with the agreement.

**§ 3 Remuneration**

(1) For its activity, the Contractor will receive remuneration that will be agreed within the framework of the respective offer or the respective order. (2) Each month on the basis of the respectively provided services, according to the progress of the work and by presentation of confirmed proof of performance (time sheets), the Contractor will document to the Client the hours worked by it and issue an auditable invoice, and send it to the Client. All operations-based, fee-based and order-based additional costs are included in the agreed hourly rate. (3) Business trips agreed in advance, if they are completed with personal vehicles, will be compensated at a rate of EUR 0.30 per kilometre driven plus VAT. If agreed within the framework of the order or offer, expenses will be remunerated in accordance with the applicable flat rates under tax law, and overnight hotel stays on production of evidence, with no surcharges. Travel time cannot be charged. Hotel invoices must be attached to the respective travel cost invoice, in regard of which it must be noted that only the use of a standard middle-class hotel is billable. Other special costs and additional travel expenses must be arranged separately between the Client and the Contractor, and offered beforehand to the Client by the Contractor. Costs incurred subsequently and not agreed or approved will not be considered. The taxation of earnings and payment of any social insurance contributions are the responsibility of the Contractor. (4) The payment term is 30 days after receipt and review of invoice. The respective payment will take place after the amount has become due. (5) The Contractor will send the invoice as a PDF file, plus attachments (time sheet), via email to [rechnungen@vta-software.de](mailto:rechnungen@vta-software.de). Other file formats are not permitted. (6) The Client has the right to cancel an order/service offered with the offer. The right of the Contractor to payment of remuneration for services already carried out within the framework of the order/offer remains unaffected.

Seat of the company: Gelsenkirchen  
Amtsgericht (District Court)  
Gelsenkirchen, HRB (Commercial  
Register number) 14266  
tax no.: 319/5819/5548

Managing Director:  
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#### **§ 4 Transfer, acceptance and remuneration of/for work**

(1) Only in the case that the Contractor must provide services in accordance with § 631 et seqq. BGB (German Civil Code), it will report to the Client at regular intervals on the progress of the work. The Contractor will also immediately show the Client the completion of each agreed partial service (“milestones”) and the entire service. (2) The Client or its customers will check the work immediately. It is considered accepted if the Client does not inform the Contractor, within a period of thirty days after the announcement of completion and in writing, of the defects it has ascertained. In this case, the Client will set the Contractor a grace period to rectify the defects. After the unsuccessful expiry of this grace period, the Client is entitled to reject subsequent performance by the Contractor and carry out substitute performance at the expense of the Contractor. (3) The remuneration will be paid after acceptance of the service or partial service. Instalments may be agreed. (4) At the request of both parties, partial acceptance may also take place, and it must be agreed in writing. The same applies for agreements for deviating transfer and acceptance conditions of individual services. Reservations upon acceptance due to known defects must also be announced in writing. (5) For any guarantee claims of the Client against the Contractor, the statutory regulations apply – unless otherwise agreed in the order or offer.

#### **§ 5 Non-disclosure and data privacy**

(1) The Contractor and Client are obliged to treat all business matters and processes relevant to them and the customers of the Client strictly confidentially, even after the end of the collaboration, and store transferred documents carefully, protect them against access by third parties, and return or definitively destroy or erase them after the end of the collaboration, without being prompted to do so. The Contractor and Client will also obligate their staff to do the same. (2) All documents, papers, data, drawings etc. provided by the Client to the Contractor will remain the sole property of the Client. They must be handed to the Client upon request, and at the latest upon the end of the service of the Contractor. (3) The work results and inventions – this also includes any specially developed computer programmes and their subprogrammes and aid programmes and hardware products – are created for the Client and are its unrestricted property. To the greatest extent possible, the Contractor and its employees will support the efforts of the Client to register inventions for patents. This also applies after the provision of its services. (3) The business relationships developed with the Client’s customers are one of its important company values. For this reason, during the collaboration and for twelve months after the end of the collaboration, the Contractor is obliged not to collaborate with the customers of the Client in the same project or a subsequent project, or in the same department, directly or via third parties, without the involvement of the Client. (4) The Contractor and the Client are obliged not to headhunt personnel from one another. (5) During the term of an order/offer, the Contractor is obliged, during its activity, not to carry out additional work directly for the end customers of the Client. (6) The Contractor confirms that it is obliged to maintain data privacy in accordance with the Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG). (7) The Contractor will also oblige its employees, and other third parties it uses, to comply with the above-mentioned paragraphs 1 to 3. (8) In the event of violations of these obligations, the Contractor will pay a contractual penalty, depending on the case of loss, of up to EUR 10,000.00 upon production of evidence of loss suffered by the Client. The assertion of further compensation claims is not excluded. For loss that has been caused by the Contractor intentionally or with gross negligence, the Client will hold the Contractor liable to provide compensation. (9) The above-mentioned obligations apply for an indefinite period of time for all orders and offers, regardless of whether they are accepted or rejected.

#### **§ 6 Liability**

(1) The Contractor is liable for itself and its employees in the event of intentional or grossly negligent conduct in the event of any loss and other subsequent loss suffered by the Client or its customers, to the full extent. (2) The Contractor is obliged to carry out the activity it owes with the diligence of a knowledgeable software developer/consultant in accordance with the latest technology and current methods. (3) The Contractor warrants that the resources it uses to complete tasks are free from rights of third parties. The Contractor is

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obliged to indemnify the Client against all claims of third parties that are asserted by them on the basis of a violation of property rights. This applies exclusively for resources that the Contractor has additionally introduced itself. (4) The Contractor is liable towards the Client for ensuring that it is able to carry out the agreed tasks on the basis of its professional qualifications and experience, and in consideration of an appropriate familiarisation period. (5) If an employee of the Contractor used on the business premises of the Client or its customers suffers from a workplace accident without their knowledge, the Contractor must inform the Client of the accident immediately. If the Contractor culpably refrains from providing such a notification and the Client is therefore prevented from providing exonerating evidence or if the Client can no longer reasonably provide it, it is the Contractor's responsibility to provide evidence that it is not at fault for the occurrence of the accident. In the event that the Contractor is at fault, it is excluded with all claims against the Client that it may be entitled to in accordance with its own or derived rights. The Contractor must reimburse the Client for the amounts paid as damages, or indemnify it against claims, if claims are asserted against the Client in connection with the accident by injured parties or otherwise by third parties. (6) The Client does not provide any insurance cover for property taken on-site by the Contractor and its staff.

### **§ 7 Compliance with the Minimum Wage Act (Mindestlohngesetz – MiLoG)**

(1) The Contractor guarantees to the Client, as the employer of the employees used, that it will comply with the provisions of MiLoG. (2) If the Client is held liable towards the Contractor's employees for a violation by the Contractor of the provisions of MiLoG, the Contractor shall indemnify the Client against the financial loss incurred in this respect. § 8 General provisions (1) The data accrued during the collaboration will be stored and processed by the Client in accordance with § 28 BDSG. (2) Amendments and additions to these GTC and the content of orders must be in text form; this also applies for the elimination of this text form clause. (3) The validity of any general terms and conditions of the Contractor is generally excluded, but it may be agreed within the framework of the respective offer or order. (4) These GTC and the offers or orders based upon them are subject exclusively to the law of the Federal Republic of Germany, with the explicit exclusion of the UN sale of goods law (CISG) and conflict of laws resulting from international private law. (5) If permissible, the place of jurisdiction is Gelsenkirchen.

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