

General Terms and Conditions (GTC)

§ 1 Scope of Application

(1) These General Terms and Conditions (GTC) apply to all contracts, deliveries, and services relating to **software, hardware, and related services** between **Klaus Loege Software Solutions e.K.** (hereinafter referred to as the "Provider") and its customers.

(2) The provisions of Sections §§ 2–17 apply to **business customers (entrepreneurs within the meaning of § 14 German Civil Code – B2B)**.

(3) The provisions of Sections §§ 18–29 apply additionally to **consumers (§ 13 German Civil Code – B2C)**.

(4) Deviating or conflicting terms and conditions of the customer shall not apply unless expressly agreed by the Provider in writing.

Part A – Business Customers (B2B)

§ 2 Conclusion of Contract

(1) Orders placed by the customer constitute a binding offer.

(2) A contract is concluded upon the Provider's written order confirmation.

(3) The order confirmation is subject to timely self-supply as well as technical and scheduling feasibility.

§ 3 Prices and Payment Terms

(1) All prices are net prices. **Where value added tax (VAT) is applicable, it shall be charged and shown separately at the statutory rate.**

(2) Unless otherwise agreed, the total amount shall be payable in three equal instalments:
– one third (1/3) upon order placement (down payment),
– one third (1/3) upon delivery,
– one third (1/3) upon handover or acceptance.

(3) Timely compliance with the agreed payment schedule is a prerequisite for the performance of the contract.

(4) In the event of delayed payment, the Provider is entitled to suspend deliveries and services in whole or in part until full payment has been received.

(5) Rights of set-off or retention may only be exercised with undisputed or legally established claims.

§ 4 Delivery, Performance and Acceptance

(1) Delivery and performance dates shall only be binding if expressly confirmed in writing as binding.

(2) Partial deliveries and partial services are permitted.

(3) Software shall be deemed accepted once it has been made available to the customer and no material defects are reported without undue delay.

(4) **If no notification of material defects is received within 14 calendar days after provision, the performance shall be deemed accepted.**

§ 5 Customer Cooperation Obligations

- (1) The customer shall provide all cooperation, information, data, access rights, and decisions required for performance in a timely and complete manner.
- (2) Delays or additional effort resulting from missing or delayed cooperation by the customer shall not be at the Provider's expense.
- (3) Agreed deadlines shall be extended accordingly.

§ 6 Custom Software / Specification Document

- (1) For individually developed software, performance shall be based on a **specification document (statement of work / requirements specification)** defining the functional and technical requirements.
- (2) The specification document must be fully reviewed and formally approved by the customer and shall then constitute the binding contractual basis.
- (3) **Services not explicitly described in the approved specification document are not part of the agreed scope of services.**
- (4) **Subsequent changes or extensions** constitute change requests and must be commissioned separately and are **subject to additional remuneration**, unless expressly agreed otherwise.
- (5) Changes may affect **price, deadlines, and scope of services**.

§ 7 Third-Party Software / Open Source

Where third-party software or open-source components are used, the respective license terms of such components shall apply in addition.

§ 8 Data Backup

Unless expressly agreed otherwise in writing, the customer is solely responsible for the **regular backup of its data**.

§ 9 Transfer of Risk

Risk shall pass to the customer upon handover of the goods to the customer or to the carrier.

§ 10 Retention of Title

Delivered hardware shall remain the property of the Provider until all claims arising from the business relationship have been settled in full.

§ 11 Software Usage Rights

- (1) The customer is granted a simple, non-transferable right to use the delivered software.
- (2) Reproduction, transfer, or modification is only permitted within the contractually agreed scope.

§ 12 Warranty

- (1) Defects must be reported in writing without undue delay.
- (2) In the event of justified defect claims, the Provider shall, at its discretion, provide rectification or replacement.
- (3) Further claims shall exist only in accordance with § 13 of these GTC.

§ 13 Liability

- (1) The Provider shall be liable without limitation in cases of intent and gross negligence.
- (2) In cases of simple negligence, liability shall be limited to breaches of essential contractual obligations and to foreseeable, typical damages.
- (3) Liability for loss of profit, indirect damages, or consequential damages is excluded to the extent permitted by law.

§ 14 Insolvency / Inability to Pay (B2B)

- (1) If the Provider becomes aware that the customer is unable to pay, over-indebted, or has filed for insolvency proceedings, the Provider shall be entitled to suspend outstanding deliveries and services until full payment or appropriate security has been provided.
- (2) The Provider may withdraw from the contract insofar as statutory provisions do not prevent this.
- (3) Services already rendered shall be remunerated without delay.

§ 15 Withdrawal / Termination by the Customer (B2B)

- (1) If the customer withdraws from or terminates the contract without good cause after conclusion, services rendered to date shall be fully remunerated.
- (2) In addition, the Provider is entitled to claim a lump-sum compensation of **25% of the outstanding net contract value**, unless the customer proves that no or significantly less damage has occurred.
- (3) The Provider reserves the right to prove higher damages.

§ 16 Force Majeure

Events of force majeure, in particular natural disasters, power or network outages, official measures, or supply chain disruptions, shall release the parties from their performance obligations for the duration and to the extent of the disruption.

§ 17 Confidentiality / Written Form / Law

- (1) Confidential information shall be kept confidential.
- (2) Amendments and additions to the contract must be made in writing.
- (3) German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction shall be the Provider's registered place of business, provided the customer is a merchant.

Part B – Consumers (B2C)

§ 18 Conclusion of Contract

A contract is concluded upon the Provider's order confirmation or upon delivery of the goods or performance of the service.

§ 19 Prices and Payment

All prices include statutory value added tax (VAT). Payment terms shall be defined in the contract or invoice.

§ 20 Delivery

Delivery periods are non-binding unless expressly agreed as binding. Partial deliveries are permissible if reasonable.

§ 21 Warranty

Statutory warranty rights shall apply.

§ 22 Custom Software / Specification Document (B2C)

- (1) For individually developed software, a specification document shall form part of the contract.
- (2) The specification document must be reviewed and approved by the consumer.
- (3) Subsequent changes or extensions require a separate agreement and are subject to additional remuneration.

§ 23 Inability to Pay (B2C)

If the consumer is in default of payment or there are indications of inability to pay, the Provider may suspend further services until payment has been received. Statutory consumer rights remain unaffected.

§ 24 Liability

The Provider shall be liable in accordance with statutory provisions.

§ 25 Data Protection

Personal data shall be processed in accordance with applicable data protection laws.

§ 26 Final Provisions

Should individually provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

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