

Terms & Conditions

Purchase and licensing contracts shall always come about between the customer and TEDATA GmbH. The following general terms and conditions shall apply for the contractual relationship.

1. Scope

The following general terms and conditions shall apply for the sales and supply of software and services provided by TEDATA Gesellschaft für technische Informationssysteme mbH, Königsallee 45, 44789 Bochum (hereinafter referred to as TEDATA). The customer's general terms and conditions shall not apply as a result of failure by TEDATA to expressly refute them. Verbal ancillary agreements are not permitted.

2. Conclusion of the contract

A software licensing, service and purchase contract shall be concluded through ordering on the part of the customer and order acceptance by TEDATA. It shall include the designations, type and number of licenses, products and services acquired.

3. Payment conditions

Invoice amounts shall be due for payment without deduction 14 days after delivery of the performance (software and/or service) at the latest. They shall be subject to statutory value added tax.

4. Delivery and delivery deadlines

- (1) TEDATA shall deliver the goods in accordance with the description included in the quote.
- (2) Agreed delivery deadlines may be extended by up to three months as a result of strikes, lock-outs and in cases of force majeure.

5. Retention of title

- (1) The goods delivered shall remain the property of TEDATA until full payment of all receivables resulting from this contract. If the buyer acts in breach of contract – in particular if they default on the payment of the claim for payment legally due –, TEDATA shall be entitled to repossess the reserved goods after TEDATA has given the buyer a reasonable period in which to provide payment.
- (2) In the event that the software is provided as a download, TEDATA may, if the customer acts in breach of contract and after giving the customer a reasonable period in which to provide payment, demand deletion of the link and the software, as well as confirmation of this in writing.
- (3) If TEDATA repossesses the reserved goods, this shall constitute withdrawal from the contract. The buyer shall bear any transport costs resulting from the repossession. If TEDATA seizes the reserved goods, this shall likewise constitute withdrawal from the contract. Reserved goods repossessed by TEDATA may be disposed of by TEDATA. The profits from disposal shall be used to settle those sums which the buyer owes to TEDATA, once TEDATA has deducted an appropriate sum for the costs of disposal.
- (4) The buyer may use the goods delivered for the intended purpose. The buyer must take care of the goods delivered. It must insure them against fire damage, water damage and theft at its own expense, the insured sum being sufficient to cover the replacement value.

- (5) In the event of seizure of the reserved goods by third parties or other third party interventions, the buyer must indicate TEDATA's ownership and must immediately inform TEDATA in writing so that TEDATA's property rights can be enforced. If the third party is unable to reimburse TEDATA for the judicial or extra-judicial costs incurred in this context, the buyer shall be liable for these costs.

6. Warranty in the event of material defects of title

- (1) The software shall be of the agreed quality and shall be suitable for the contractually agreed use, or in the absence of an agreement for the customary use. It shall fulfil the criteria for practical suitability and shall be of the quality which is usual for software of this type; however, it is not completely error-free. Functional impairment of the software resulting from hardware defects, environmental conditions, operating errors or similar shall not be considered to be a defect. A negligible reduction in quality shall not be taken into account.
- (2) In the event of material defects, TEDATA may initially provide subsequent fulfilment. Subsequent fulfilment shall be done, at TEDATA's discretion, through rectification of the defect, through delivery of software which does not have the defect, or through demonstration by TEDATA of options for avoiding the effects of the defect. At least three attempts at subsequent fulfilment shall be accepted owing to a defect. A new software version of equal value or the previous software version of equal value without the defect shall be accepted by the customer within reason.
- (3) The customer shall assist TEDATA with error analysis and defect rectification by describing particular problems which occur in concrete terms, keeping TEDATA fully informed and giving it the time and opportunity required for defect rectification. TEDATA may carry out defect rectification on site or on its premises, at its own discretion.
- (4) TEDATA may demand reimbursement of any costs incurred as a result of modification of the software, its use outside the specified environment, or improper operation of the software.
- (5) TEDATA shall guarantee the contractual use of the software by the customer does not violate any third party rights. In the event of defects of title, TEDATA shall guarantee that it shall, at its discretion, provide to the customer either with a lawful way to use the software or with comparable software.
- (6) TEDATA may demand reimbursement of expenses if no material defects or defects of title are found and the customer could not have raised the complaint without negligence. The burden of proof shall lie with the customer, Sec. 254 of the BGB (German Civil Code) shall apply accordingly.

7. Liability

- (1) In the event of damages caused by TEDATA, in cases of intent and gross negligence by TEDATA or its vicarious agents, TEDATA shall be liable in accordance with the statutory provisions.
- (2) This shall also apply for damages caused by negligence from death, physical injury or harm to health.

- (3) In the event of property damage and financial damages cause by negligence, TEDATA and its vicarious agents shall only be liable in the event of a breach of a fundamental contractual obligation, however the amount shall be limited to the damages, foreseeable when the contract is concluded, which are typical of the contract (fundamental contractual obligations are those which determine fulfilment of the contract and which the customer should be able to rely on).
- (4) Potential liability in accordance with the Product Liability and Safety Act remains unaffected.
- (5) Software products may contain data and legally binding standards for which the validity is limited in time or is replaced by revisions to be acquired.
- (6) License terms may include different provisions with regard to the warranty (Sec. 6) and liability. These shall take precedence over these terms and conditions.

8. Transfer, right to offset and right of retention

- (1) Transfer or surrender of the claims, rights or obligations resulting from the contractual relationship by the customer requires prior written approval from TEDATA.
- (2) Offsetting vis-à-vis TEDATA with the customer's counterclaims or the withholding of payments by reason of such claims shall only be permitted if the counterclaims are undisputed or have been upheld by law.

9. Applicable law

- (1) These general terms and conditions and their interpretation shall be governed exclusively by German law.
- (2) The provisions of the UN Convention on Contracts for the Sale of International Goods (CISG) shall not apply.

10. Place of jurisdiction

If the customer is a business, the place of jurisdiction shall be the domicile of TEDATA GmbH.

11. Severability clause

If a provision of this contract should be invalid, the validity of the rest of the contract shall remain unaffected by this. The invalid provision shall be replaced by a valid provision which reflects the economic intentions of the original provision as closely as possible.

Bochum, March 2023