

General Terms and Conditions of the company ALBATROS Datenservice GmbH (hereinafter “Albatros”), Karlsruhe

§ 1. General Provisions

1. Albatros provides all goods and services exclusively on the basis of these terms and conditions.

§ 2 Offers

1. Offers and cost estimates are always subject to change and non-binding. Orders are only deemed accepted when we have delivered them or they have been accepted in writing by us.

2. We reserve the right to make changes in measurement, weight, and power tolerances or technical changes, or to switch models, as well as to deviate from prospectuses and other written documents in the course of technological progress, and such changes are permitted provided that they are not substantial and that they are reasonable for the customer.

§ 3 Time limits / Deadlines

1. Time limits and deadlines specified by us are only binding if they have been expressly agreed in writing. For force majeure and other extraordinary circumstances such as labour disputes, governmental interventions and traffic disruptions, regardless of whether they occur at our premises or at that of our suppliers, absolve us for the duration of their effects and, if they lead to the impossibility of performance, completely release us from the delivery -/ Obligation to perform. Under these circumstances a contractual penalty, if any, that has been agreed shall also not be deemed due. Albatros will inform the customer immediately about the unavailability of the service and reimburse the customer for any consideration already provided.

2. If, for reasons that we have not culpably caused, one of our suppliers does not supply us, provides us with the incorrect supply, or fails to supply us in due time such that we are able to fulfill our obligation to provide the customer with goods and services on time, we are entitled to rescind the agreement entered into with the customer insofar as such agreement concerns goods that cannot be delivered. Albatros will inform the customer immediately about the non-availability of the service.

3. Partial deliveries and services are permitted. If the partial deliveries extend over a period of more than 14 days, we are entitled to issue partial invoices for the goods already delivered.

§ 4 Shipping / Transfer of risk

1. The place of performance for deliveries and services is the company's registered office in Karlsruhe. In the case where deliveries are not transported by us, the risk passes to the customer as soon as the shipment has been handed over to the company performing the transport. The customer bears the shipping costs and transport insurance is at the discretion and expense of the customer.

2. If shipment is delayed or made impossible through no fault of our own, risk passes to the customer upon notification of readiness for shipment.

§ 5 Warranty / Liability

1. For defects and for failure to possess warranted properties, which are reported to us in writing by the customer immediately after their discovery and for which Albatros is responsible, we provide a warranty in accordance with the statutory provisions.

2. The customer must always clearly document any defects that may occur in the software. In particular, the error messages displayed must be logged and sent to Albatros in writing. The customer must actively support Albatros with a possible remedy for defects.

3. Before troubleshooting, in particularly before the replacement of any machine, the customer must back up all programs, data and data storage media and remove them from devices if necessary.

4. We are only obliged to rectify the defect or deliver a replacement after paying a reasonable part of the agreed price, in line with the nature of the defect.

5. Excluded from the warranty are errors that are caused by external influences, operating errors or changes, additions, installations and removals, repair attempts or other manipulations not made by Albatros.

6. Any warranty claims and claims for compensation for consequential damages by the customer will lapse one year after delivery or the start of the contract. Unless otherwise agreed, guarantees in the legal sense are not accepted by Albatros. Manufacturer guarantees remain unaffected.

7. The Customer undertakes to keep passwords received from Albatros strictly confidential and to inform Albatros immediately as soon as it become aware that unauthorized third parties have knowledge of the password. Should unauthorized third parties make use of the services of Albatros as a result of the customer's fault, the customer is liable to

Albatros for compensation for the use thereof and for payment of damages. The customer is also obliged to carry out data backups at regular intervals, in particular before commencing work on the computer system or before installing hardware.

8. Albatros is liable for intentional and grossly negligent breaches of contract as well as for ordinary negligent breaches of essential contractual obligations. In the latter case, liability is limited to up to one annual license fee. Legal liability for personal injury and under the Product Liability Act (Produkthaftungsgesetz) remains unaffected. The limitation of liability also applies to legal representatives and agents of Albatros. Albatros is only liable for the loss of data if this could not have been avoided by appropriate data backup measures and it was not caused by disruptions or the influence of third parties.

§ 6 Reservation of title

1. We reserve title of the items delivered by us (goods subject to the reservation of title) until all claims to which we are entitled and which arise during the business relationship, regardless of the legal grounds, have been settled in full.

2. In the event of access by third parties to the goods subject to reservation of title, in particular in the event of seizure, the customer will point out that the goods are our property and notify us immediately. The customer bears the costs and are responsible for any damages in the event of fault.

§ 7 Payment

1. Unless otherwise agreed, our invoices are payable without deduction within 14 days of receipt of the invoice.

2. We are entitled to charge the customer interest at the customary bank rate from the due date, but not less than 8% p.a. above the respective base interest rate established by the European Central Bank.

3. Offsetting against counterclaims or a reduction in price by the customer is only permissible insofar as these counterclaims are not disputed by us and are due or have been established by binding legal force.

4. If the customer does not meet his payment obligations or if circumstances become known that give rise to serious doubts about the customer's solvency or creditworthiness, Albatros is entitled to claim the remaining debt due or to demand security be furnished.

§ 8 Intellectual Property and Copyright

1. Albatros is the holder of the rights to the software/programs that are the subject of the agreement or has been authorized by the holder of such rights to resell such software/programs.

2. The customer receives a non-transferable and non-exclusive right to use the programs (license). Unless otherwise agreed, the customer is entitled to use the program on only one computer at a time. The customer is entitled to carry out data backups in accordance with the latest technology and to create the backup copies for such purposes. The further scope of the right of use is agreed separately.

3. The customer is not entitled to change or remove existing copyright notices. The license does not include the right to edit the programs.

§ 9 Place of Jurisdiction / Applicable Law

1. The law of the Federal Republic of Germany applies to all disputes in connection with and arising from this contract. The exclusive place of jurisdiction for all disputes arising from this contract is Karlsruhe, even if the customer is a merchant (Kaufmann) or has no general place of jurisdiction in Germany, the regional court is responsible. If the customer moves its registered office or usual residence abroad after entering the agreement or if his usual place of residence is not known at the time a suit is filed, Karlsruhe is also agreed as the exclusive place of jurisdiction.

2. The law of the Federal Republic of Germany applies, to the exclusion of the provisions as to the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of German international private law.

§ 10 Severability

Should any provision of this contract be or become invalid, void or become void, the validity of the remaining provisions shall not be affected. In place of the invalid/void provision, the parties shall make a provision that comes as close as possible to the intent of the invalid/void provision. This also applies to filling any gaps in the contract.

Albatros Datenservice GmbH, as at: 01.01.2022

From the date of publication of the new terms and conditions, all previous versions of our terms and conditions are replaced.