

§ 1 General - Scope of application

(1) All services and deliveries of EMCOMO Solutions AG are exclusively based on the following general terms and conditions. Deviating business conditions of the customer are not accepted.

§ 2 Order assignment

(1) In case of written or oral order, the customer is bound to his contract offer for 14 days. EMCOMO will notify the customer in writing within 14 days of receipt of the offer. The delivery and /or provision of the service shall also be regarded as acceptance of the offer, even if it takes place after the said deadline.

(3) The above conditions also apply to online orders.

(4) Deviating from these General Terms and Conditions and other written agreements rules must always be in writing.

§ 3 Cost estimate and preparatory work

(1) Performance and/or product descriptions or any form of performance data are only contractual and binding, if agreed in writing.

(2) If EMCOMO prepares, in the run-up to the contract, duties, IT configurations, algorithms, performance lists, concepts, drawings, network plans and other plans or documents. All copyrights are protected by EMCOMO. Any use outside of the contract is not permitted.

§ 4 Prices and terms of payment

(1) Fixed prices and other price indications of any kind are only binding if they have been agreed in writing. The prices are in principle exclusive of VAT and without auxiliary services. Auxiliary services are in principle all other services, in particular packaging, deliveries, travel expenses, installation, customizing, installation work etc.

(2) If payment dates are exceeded, default interest in the amount of 1.5% per month above the base interest rate shall be paid without further warning.

(3) The customer can, in principle, set off only with counterclaims which are undisputed, acknowledged or titled.

§ 5 Retention of title

(1) All deliveries of EMCOMO are subject to retention of title. The delivered goods remain property of the company EMCOMO up to the complete payment of all supplied goods and demands from already delivered services. In the case of software delivery or programming or intangible services, the usage rights begin with full payment of the purchase price. The company EMCOMO undertakes to issue, at the customer's request, all collateral in so far as the value of the collateral exceeds the claims to be secured by more than 20%. The choice of the collateral to be released is the responsibility of EMCOMO. In the event of the resale of contractual objects, the customer assigns his claim with ancillary rights to EMCOMO as a precaution. The Buyer shall be entitled to collect the assigned claim, with the exception of the revocation at any time. As long as the right of property of the company EMCOMO exists, she is entitled at all times to convince himself of the proper handling and placement of

the goods on the spot and, if necessary, to collect them after a grace period without a rescission of the contract.

(2) The customer bears all costs of a necessary return of the goods, this also applies to the renewed delivery.

(3) EMCOMO may refuse delivery if, after conclusion of the contract, facts become known which render the customer's counter-performance in jeopardy as a result of a lack of performance and / or creditworthiness. In this case, the delivery is only made if the customer presents or provides appropriate collateral. EMCOMO has the right to set a reasonable deadline for the customer or to provide security for the customer and to withdraw from the contract after the expiration of the contract. The deadline shall be dispensable provided that the customer has deliberately, negligently or negligently disregarded the facts already known for the conclusion of the contract or negligently unknown to EMCOMO.

§6 Delivery and service time, risk transfer

(1) EMCOMO shall only be in arrears without a reminder if a delivery date specified in writing and binding is exceeded on a particular calendar day. Delay shall only occur if the customer has fulfilled all the prerequisites for the services or delivery, in particular the necessary infrastructure, connections, approvals, releases and other requirements. In the event of default, the customer shall grant EMCOMO a reasonable period of grace of at least 6 weeks. Events of force majeure, unforeseeable circumstances and other unforeseeable disturbances of the business of the company EMCOMO or their suppliers, which can not be used either at EMCOMO or at their suppliers, in the circumstances of the case, postpone the delivery dates by an appropriate period.

(2) EMCOMO is entitled to partial deliveries, unless the partial service is unacceptable to the client.

(3) In the event of delivery abroad, all costs incurred, in particular customs duties, fees for port papers, import turnover tax, etc., shall in principle be borne by the customer even if free house delivery is agreed. This also applies to additional transport costs from the border.

(4) If the customer is not present in spite of the prior notice of the delivery date and has not communicated this immediately, EMCOMO shall be entitled to charge all additional costs resulting therefrom, in particular for any further delivery attempts or storage costs.

§ 7 Resignation of the contract

(1) If the customer does not accept a duly ordered service or product, or if the customer declares before delivery, either verbatim or meaningfully, also by silence on a corresponding written request that he will not accept them, EMCOMO can, without further warning from Contract and demand compensation instead of performance. EMCOMO can claim 25% of the purchase price without deduction as a lump sum claim. This also applies to the case of the withdrawal of the contract from EMCOMO according to 5.3.

(2) In the event of a cancellation of the contract by the company EMCOMO caused by the customer for other reasons, in particular due to a delay in payment or other unauthorized reverse processing of the contract after delivery and the return of delivered goods, Also entitled to compensation for expenses, transfer of use and impairment.

(3) Costs incurred as a result of the contract, such as transport and installation costs, etc., shall be charged to EMCOMO in each case.

The hourly rate per employee is 125 EUR and the travel cost is 0.90 EUR per km.

(4) EMCOMO is not obliged to prove and assert a higher damage than to the flat rates for damages, expenses and impairment, as well as to allow the customer to demonstrate and reduce the loss suffered by EMCOMO.

§ 8 Property and Liability for Defects

(1) EMCOMO warrants that its goods and services are free of defects in accordance with the contractual specifications within the statutory warranty period of 1 year for new goods calculated from delivery or service.

(2) If the customer is an entrepreneur, the warranty claims are, at the choice of EMCOMO, restricted to rectification or replacement delivery. Any further claims for damages will be excluded, especially in the case of defects.

(3) Any further claims of the customer, irrespective of the legal basis, are excluded. In particular, EMCOMO is not liable for damages that are not caused by the delivery item itself. In particular, EMCOMO is not liable for loss of profit or for other assets of the customer. This limitation of liability does not apply, provided that the cause of the damage is based on intent, malicious behavior or personal injury. Should claims for damages arise, they shall be subject to a limitation of one year after the goods have been handed over. The prerequisite for all warranty claims of the customer is that the customer provides all reasonable cooperation in the correction of the fault, in particular the defect in a comprehensible form immediately after the recognition communicates. With regard to the assessment of the adequacy of the period for rectification, the difficulties of EMCOMO regarding the ability to supply the supplier must be taken into account. EMCOMO is entitled to refuse rework until the customer pays a proportionate share of the total purchase price, taking into account the existing defect, in particular those of defect-free parts. If the customer reports a defect that is not one or the customer is responsible for, the customer of the company EMCOMO is liable for the resulting costs, as long as it has negligently acted.

§ 9 Industrial property rights, copyrights and rights of use

(1) If the performance item is standard software, the license rights derive from the corresponding licensing conditions of the respective manufacturer for open-source products according to the general conditions of use according to source data. In the case of immaterial creations EMCOMO shall, as a matter of principle, only transfer to the customer a simple, non-transferable, non-sublicensable and non-lettable right of use. The useful life is determined by the contractual agreement. The copying or other copying of copyrighted programming, program modules, program adaptations and other copyrighted works is only permitted within the scope of the usual backup purposes.

(2) The publication of the source code is in principle excluded, unless otherwise agreed in writing. Furthermore, any processing and de-compilation rights are excluded.

(3) EMCOMO has the right to provide copyright notice for all copyright-relevant programming and copyrights. The customer is not entitled to remove this copyright notice.

(4) All proposals, directives, specifications and other cooperation activities of the customer do not constitute a co-copyright right, unless this has been expressly agreed.

(5) All data and information exchanged between EMCOMO and the customer, even if not expressly designated as such, shall be considered as strictly confidential and may be used by contract partners exclusively within the framework of the contract for the purpose of the contract. The Confidential Information shall be strictly confidential and shall not be disclosed to third parties. Confidential information may only be used to the extent that this is necessary for the purpose of the contract. The use of the information, data and documents that do not correspond to the purpose of the business relationship is prohibited by the contracting parties. All confidential information may not be published or used commercially or otherwise exploited.

(6) The customer undertakes that the content provided by him will not violate the law. The same applies to references by third parties to such third party content. A legal examination by EMCOMO will not take place.

(7) EMCOMO shall be entitled to make changes to the contract services, in particular in the case of programming work, customizing, planning and network deliveries, provided that the functionality and the quality of the service are not impaired. If the customer has a change request EMCOMO is only obliged to make changes if EMCOMO does not incur any additional costs or the customer remunerates this additional payment and accepts any postponements.

§10 Applicable law, jurisdiction, partiality

(1) The law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relationship between EMCOMO and the customer.

(2) Neu-Ulm (Germany) is the exclusive court for all disputes arising directly or indirectly from the contractual relationship. However, EMCOMO is also entitled to sue at the domicile of the client.

(3) Should a provision of these terms and conditions or a provision be or become ineffective or incomplete within the framework of other agreements, this shall not affect the validity of all other provisions or agreements.