



OPUS Entwicklungs- und Vertriebs GmbH

General Terms and Conditions for Deliveries and Services of data processing equipment and systems (hereinafter referred to as "hardware") and standard software products (hereinafter referred to as "Software")

1. Subject matter

- 1.1 All deliveries and services in connection with the sale of hardware and the provision of software by OPUS GmbH (hereinafter referred to as the "Contractor") to companies (hereinafter referred to as the "Customer") that use this hardware/software in their businesses as part of their commercial activities shall be based exclusively on these terms and conditions.
- 1.2 In the event of deviating or supplementary terms and conditions, the express written consent of the Contractor is required for them to be effective. All provisions must be confirmed in writing by the Contractor in order to be valid. If the Contractor assumes a guarantee for certain properties of the hardware/software, such a guarantee shall only be binding for the Contractor if this has been declared in writing by the Contractor. This written form requirement can only be waived by a written agreement.
- 1.3 The Customer's general terms and conditions shall not become part of the contract, even if they are attached to requests for quotations, orders, declarations of acceptance, etc. and are not contradicted by the Contractor.
- 1.4 The prerequisite for the provision of the respective deliveries and services is the conclusion of an effective written contract by the customer with the contractor



2. Offers

- 2.1 All offers of the Contractor are non-binding, unless expressly stated otherwise in the offer. Contracts and other agreements shall only become binding upon written confirmation by the Contractor. The Contractor reserves the right to make minor deviations from the offer for technical reasons even after the offer has been accepted by the Customer.
- 2.2 The Customer shall not make the offer provided to it accessible to third parties, either as a whole or in part, not even in an edited version, without the prior written consent of the Contractor.

3. Scope of delivery

- 3.1 The scope of the hardware to be supplied is described in detail in the contract. The scope of delivery includes a user manual for each device.
- 3.2 The scope of delivery and performance of the software is described in detail in the contract. The functions of the software provided are listed in the technical product description.
- 3.3 The software is supplied on a data carrier suitable for the corresponding computer system in machine-readable form as object code.
- 3.4 The scope of delivery of the software includes the technical product description, a user manual and possibly general information (e.g. for the installation of the software). The documents are supplied in printed form in German or in the language of the main licensor.
- 3.5 The source code shall only be provided to the customer if this is expressly agreed in the contract.



4. Installation / Implementation

4.1 The hardware shall only be installed on the basis of a special agreement.

4.2 Unless otherwise specified in the contract, the customer shall be responsible for implementing the software.

5. Shipment and transfer of risk

5.1 All shipments of hardware are insured against damage in transit and loss in transit until they reach the customer. In the event of damage or loss in transit, the Contractor must be notified immediately, enclosing a confirmation of damage or loss from the transport company. The damaged goods are to be kept at the disposal of the contractor.

5.2 The risk shall pass to the Customer upon delivery.

5.3 The Customer shall inspect the external condition of the consignment upon arrival and shall inspect the goods immediately on the day of delivery, notify the carrier in writing of any transport damage, secure the evidence thereof and inform the Contractor immediately by telephone and in writing.

6. Dates, deadlines

6.1 Delivery and performance dates or deadlines stated in contracts shall only be binding if they have been designated as binding in writing by the Customer and the Contractor, otherwise all dates/deadlines shall be non-binding.

6.2 If non-compliance with the deadline for deliveries and services is demonstrably due to obstacles for which the Contractor is not responsible, the deadline shall be extended accordingly.



6.3 If the Contractor is more than two (2) weeks late in meeting a binding delivery or performance deadline, the Customer may demand liquidated damages for the period of delay of 0.7% of the net value of the delivery/service with which the Contractor is in default for each completed week, up to a maximum of 7% of this value. This shall cover all claims for damages arising from default. The Contractor shall not assume any further liability in the event of default; in no case shall the Contractor be liable for damages beyond the limits set out in provision 10.3. This shall not apply if liability is mandatory in cases of intent or gross negligence.

7. Payment and due date

7.1 The prices of the deliveries or services are set out in the contract. All prices are exclusive of statutory value added tax.

7.2 Prices for the delivery of hardware include the costs for packaging, transport insurance and freight to the building intended for installation.

7.3 Invoices are due for payment without deduction within 14 days of the invoice date. Late payment shall bear interest at nine (9) percentage points above the prime rate of the European Central Bank per annum. Any further claim for damages shall remain unaffected by this.

7.4 All deliveries and services shall remain the property of the Contractor until all existing claims against the Customer have been settled in full. The retention of title shall also extend to any replacement delivery. The customer may not pledge the goods subject to retention of title to third parties or assign them as security. If goods subject to retention of title are claimed by third parties, the Customer shall inform the third parties of the Contractor's retention of title and notify the Contractor immediately. If the value of the goods subject to retention of title exceeds the value of the claims against the customer by more than 50%, the contractor shall release the excess securities at the customer's request at the contractor's discretion.



8. Software usage rights

- 8.1 After full payment of the total remuneration owed under the contract, the Contractor shall grant the Customer an unlimited, non-exclusive, non-transferable and non-sublicensable right to use the delivered software and the associated documentation on the operating systems described in the contract for its own internal use only.
- 8.2 The customer may make a full copy of the software for backup purposes; the customer must mark this as a backup copy and provide it with the copyright notice of the original data carrier. Beyond this, the customer is not authorized to copy the software and the associated documentation.
- 8.3 Unless expressly permitted under copyright law, the customer may not reverse engineer, disassemble or decompile the software or have it done by third parties.
- 8.4 The Customer shall ensure that the deliveries and services and the documents pertaining to them are not disclosed to third parties, not even in an edited version, without the Contractor's prior written consent.
- 8.5 If, in connection with the use of software and/or documentation by the Customer, third-party property rights are infringed and corresponding claims are asserted against the Customer by holders of property rights, the Customer shall notify the Contractor immediately upon receipt of the third party's claim notification.

9. Material defects

- 9.1 The hardware shall be free of material defects if it complies with the written specifications of the Contractor at the time of the transfer of risk.
- 9.2 The Contractor warrants that the software fulfills the functions described in the associated documentation, provided that the software is used on the operating system described in the contract.



- 9.3 The prerequisite for software troubleshooting is that the error is sufficiently described by the Customer and can be determined by the Contractor detected errors are reported with an error message in the agreed form the documents required for troubleshooting are made available to the Contractor for inspection the customer has not interfered with or modified the software in such a way that this has caused the error the software is operated under the intended operating conditions in accordance with the documentation.
- 9.4 In the event of a defect in the documentation, the Contractor shall provide the Customer with a defect-free replacement.
- 9.5 If the Contractor's delivery or service is defective, the Customer may, at the Contractor's discretion, demand rectification, replacement delivery or replacement service, whereby replaced parts shall become the property of the Contractor. If the Customer has set the Contractor a reasonable grace period after an initial request without result or if two attempts at rectification, replacement deliveries or replacement services have failed, the Contractor shall be entitled to choose whether to rectify the defect.
- 9.6 If the defect is based on the defectiveness of a delivery/service of a supplier, the Contractor's liability shall initially be limited to the assignment of the claims for defects to which the Contractor is entitled against the supplier. If the supplier refuses subsequent performance or delays it unreasonably for the Customer or if the supplier is unable to provide subsequent performance for other reasons, the Customer's claims for defects shall be directed against the Contractor in accordance with clause 9.5. The limitation period shall be suspended for the duration of the claim against the supplier.
- 9.7 If the Contractor has provided services for troubleshooting and fault rectification following notification of a defect in connection with a delivery/service and if the Contractor is not responsible for this defect/error, the Customer shall bear the costs incurred as a result. The calculation of the costs shall be based on the remuneration rates of the Contractor's price list applicable at the time of performance of the service.
- 9.8 The Customer's claims for subsequent performance shall lapse if the Customer does not notify the Contractor of a defect in writing immediately after it becomes apparent or if a defect is based on incorrect or incomplete information or inadequate cooperation on the part of the Customer. If the Contractor remedies such a defect at the Customer's request, the Contractor may demand reasonable remuneration for this.



- 9.9 The Contractor shall not be liable for defects/errors caused by normal wear and tear, external influences or operating errors. A claim for subsequent performance shall not apply if the Customer makes changes to the Contractor's deliveries/services himself or has them made by third parties and the Customer cannot prove that the defects/errors were not caused either in whole or in part by such changes and that the rectification of defects is not made more difficult by the changes.
- 9.10 The Contractor may refuse to rectify the defect, supply a replacement or provide a replacement service until the Customer has paid the agreed remuneration to the Contractor, less a portion corresponding to the economic significance of the defect.
- 9.11 Claims for defects shall become time-barred after twelve (12) months, whereby the limitation period shall commence upon delivery of the goods/services to the Customer. If the Contractor has guaranteed certain properties of the delivery/service, the corresponding claims of the Customer shall also become time-barred after twelve (12) months, unless a longer limitation period has been expressly agreed.

10. Liability for other damages

- 10.1 The Contractor's liability for default and for material defects is conclusively regulated in provisions 6 and 9, unless these provisions expressly refer to provision 10. Otherwise, the Contractor shall be liable for damages as follows:
- 10.2 The Contractor shall have unlimited liability for damages resulting from a willful or grossly negligent breach of contract by the Contractor and for damages resulting from injury to life, body and health.



- 10.3 The Contractor shall only be liable for damages caused by slight negligence at most in cases of breach of so-called cardinal obligations. Cardinal obligations are those fundamental contractual obligations which were decisive for the conclusion of the contract and on the observance of which the customer could rely. In cases of slightly negligent breach of cardinal obligations, the liability per damage event is limited to EUR 1 million for damage to property and to EUR 500,000 for damage other than damage resulting from injury to life, limb and health as well as damage to property, but for all damage within a calendar year to a maximum of twice these amounts; if the total price of a contract is less than EUR 500,000, the Contractor is liable for damage other than damage resulting from injury to life, limb and health as well as damage to property, but only up to the amount of the total price. The Contractor shall only be liable for loss of data at the Customer's premises up to the amount of the typical recovery costs that would have been incurred if the data had been backed up daily.
- 10.4 The limitation of liability contained in these terms and conditions shall not apply to claims under the Product Liability Act.
- 10.5 Insofar as liability is excluded or limited under these terms and conditions, this shall also apply to the personal liability of the Contractor's bodies as well as the Contractor's employees, workers, staff, representatives and vicarious agents.
- 10.6 Insofar as claims for damages are subject to the statutory limitation period, however, the limitation period shall expire after twelve (12) months at the latest, whereby the limitation period shall commence at the time of completion of the non-contractual performance.

11. Offsetting

The Customer may only offset undisputed or legally established claims against claims of the Contractor.



12. transfer of rights and obligations

The Customer may only transfer rights and obligations arising from the contract to third parties with the prior written consent of the Contractor.

13. information on data protection

Professional contact data shall be collected, processed and used in accordance with the statutory provisions on data protection. Typical uses of this personal data are communication (by telephone, in writing and by e-mail) in the context of the respective order processing, information about new updates and about OPUS products.

On request, we will provide information about the personal data of the customer stored by us at any time. Further questions about data protection at OPUS will be answered by our data protection officer. His e-mail address is datenschutz@opus-cam.de.

14. Amendments and additions

14.1 Amendments and additions to this contract can only be agreed in writing.

14.2 A letter of confirmation of a verbal agreement shall only be effective if it is confirmed in writing by the receiving contracting party.



15. Applicable law, place of jurisdiction

15.1 This contract is subject to German law.

15.2 The place of jurisdiction for all disputes arising from or in connection with this contract shall be Kirchheim unter Teck.

16. Invalidity of provisions, loophole in the contract

16.1 Should provisions of this contract be or become invalid or should a loophole be found in this contract, this shall not affect the validity of the remaining provisions. The ineffective provisions shall be replaced or the loophole filled by an appropriate provision that comes as close as possible to what the contracting parties would have wanted according to the meaning and purpose of this contract.