

General Terms and Conditions.

A) General Provisions, Scope and Terminology.

1. The following Terms and Conditions apply to all delivery and service contracts as well as obligations arising from the inception of contractual negotiations, initiation of contracts or similar commercial contacts with traders (within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB)), legal persons under public law or special funds under public law (hereinafter referred to as "the Customer"). These Terms and Conditions also apply to future contracts and commercial contacts according to the full-text version provided to the Customer at the latest when the obligation is established.
2. Our Terms and Conditions apply exclusively; Customer terms that differ from or supplement them in a manner unfavourable to us do not apply even if we do not explicitly object to them.
3. Contractual content consists solely of written agreements; no ancillary agreements have been made. Contractual amendments or additions are only valid with our written confirmation.
4. In cases of continuing obligation, the Customer will be notified in writing of any changes to these Terms and Conditions and provided with a reference to the affected provisions. These changes are considered accepted by the Customer if the Customer proceeds with the continuing obligation without objecting within an appropriate period of time.
5. Unless otherwise indicated, "goods" are defined as items contractually owed to the Customer, including software, even when provided by intangible means, e.g. through electronic transmission.
6. To the extent that our manufacturer-specific general contract terms and conditions apply to cloud services and related services such as cloud support, the manufacturer-specific general contract terms and conditions shall take precedence over these Terms and Conditions.
7. The maintenance of hardware or software necessitates a separate contract between us and the Customer, to which our supplementary terms and conditions for hardware or software maintenance apply (see <https://www.bechtle.com/de-en/egb>).

B) Offers, Acceptance, Documents, Subcontracts, Cost Estimates.

1. Our offers are non-binding and merely constitute invitations to the Customer to submit an offer, unless expressly specified otherwise by us. In particular, we reserve the right to adjust prices in the event of price changes by our suppliers. Orders placed by the Customer constitute binding offers to enter into contracts. A legally binding contract is only concluded when we accept the Customer's offer. Customer offers are considered accepted upon written confirmation by us, e.g. through an order confirmation or invoice for advance payment, or upon performance of the delivery or service. Any confirmation of receipt of an order does not constitute acceptance on our part, even if all relevant data is listed in such confirmation. Likewise, silence does not constitute acceptance.
2. We reserve ownership of and copyright to all documents and information provided or disclosed to the Customer, in particular data, data medium, files, documentation, images, drawings, texts and calculations; they may not be used for other than contractual purposes, nor made available to any third party. They must be returned to us postage paid as soon as the contract ends or their contractual purpose is fulfilled.
3. The Customer is obliged to keep confidential all information and data contained in such documents or otherwise received. This applies in particular to documents and information designated as confidential. We are entitled at any time to request that documents be returned if their confidentiality is deemed to be at risk. The obligation to maintain confidentiality shall remain unaffected by the termination of the agreement.
4. The Customer is required to carefully verify the accuracy and adequacy of our offer. This applies in particular to project offers containing specific assumptions that we have used in our calculations and service descriptions, and which are designated as such in the offer. The Customer must inform us of any inaccurate assumptions so that we can revise the offer.
5. We are entitled to subcontract.
6. Any costs incurred while preparing a cost estimate requested by the Customer must be reimbursed by the Customer according to the time spent preparing it.

C) Quality of Goods or Services.

1. Our goods are intended exclusively for the Customer. The Customer must advise us if it intends to supply goods purchased from us to a consumer, a trader or a reseller that in turn intends to supply goods to a consumer or a trader.

2. Technical data sheets provided by us or the manufacturer form an integral part of the quality agreement. Characteristics, usages or public statements that we have established or which another link in the contractual chain has established only belong to the due requirements insofar as they have been expressly agreed in writing in the contract.
3. We reserve the right to make standard technical modifications, particularly improvements, up until delivery, provided that quality is not significantly altered nor the interests of the Customer unreasonably impaired.
4. Statements regarding quality or durability of goods or services do not constitute a guarantee within the meaning of Sections 276 para. (1) or 443 BGB unless we expressly provide such a guarantee in writing. Any guarantee provided by a third-party manufacturer of a product will be passed on to the Customer; the scope of such a manufacturer's guarantee is determined by the third-party manufacturer's guarantee terms and conditions. The corresponding applies to guarantee extensions or care packs of the manufacturer.
5. If goods are custom-made or modified to Customer specifications, we are not required to inspect these specifications unless obligated to do so under a special agreement. The Customer is not entitled to claim defects arising from such requirements or from third-party hardware or software used by the Customer.
6. If we are obliged to install software or hardware, the Customer must ensure a suitable hardware and software environment and make sure that the hardware, software and other environmental requirements about which it has been informed, particularly the connection to the IT network including all cabling, are met prior to installation.
7. The Customer is responsible for setting up appropriate monitor workstations and ensuring their compliance with legal workplace-safety regulations; this is neither owed nor will it be verified by us.

D) Additional Provisions regarding Software Quality.

1. Unless expressly agreed otherwise, the contractually covered software is standard software, i.e. not custom-made for the Customer's needs. Software delivery contracts are thus considered as purchase contracts. The parties agree that, under the current state of the art, it is impossible to develop standard software which functions flawlessly under all conceivable conditions of use.
2. Unless agreed otherwise, software will be delivered in a version compatible with the current versions of Microsoft Windows operating systems.
3. The manufacturer's original user documentation will be provided for all third-party standard software. We are not required to deliver any additional documentation beyond this. If requested, the Customer may consult the original user documentation before entering into the contract. Documentation is also delivered in the form of the software's online help resources. The Customer may request more extensive written documentation before entering into the contract, for which we will then submit an offer.
4. The Customer has no entitlement to the release or disclosure of the software source code.
5. The Customer will ensure the presence of competent, trained employees during trial use and installation, and, if necessary, suspend other work on the IT systems. The Customer is responsible for backing up all of its data prior to each installation.

E) Rights of Use.

1. Rights of use are transferred to the Customer only upon full payment. Any use granted prior to full payment may be revoked at any time.
2. The manufacturer's terms of use apply for standard software and other copyrighted material. Unless stated otherwise in the manufacturer's terms of use or in terms of use agreed between us and the Customer, the following terms of use apply.
3. Unless agreed otherwise, the Customer receives a non-exclusive right to use the software for an indefinite period of time. This right is non-transferable. The Customer is not permitted to grant rights of use to any third party. Use is limited to a single device unless a network licence (multi-user licence) is purchased. Software must be fully erased from any hardware being replaced by new hardware. Software may not be installed on multiple hardware units at the same time, whether for storage, use or to keep on hand.
4. In the case of a network licence, the right of use is granted for the agreed workstations within the contractually specified local network. The Customer is required to prevent any use by a third party.

5. Unless required otherwise by law, the Customer is not authorised to duplicate, distribute, make publicly available, lease, modify or edit software or any written documentation provided.
6. Copyright and registration information, particularly software registration codes, may not be removed or altered.
7. We are entitled, without prejudice to other rights, to demand a contractual penalty determined on a case-by-case basis in accordance with Section 315 BGB for each case in which the Customer culpably violates the above provisions. The amount of the contractual penalty may be reviewed by the competent court.
8. Third parties as defined in Letter E include Customer affiliates as well as geographically or organisationally separate facilities, such as branch offices.

F) Prices, Remuneration.

1. All prices are quoted ex works in euros (EUR), including original packaging, but excluding shipping, insurance and packaging costs. All prices are net amounts excluding taxes that are levied on sales such as value added tax (VAT), goods and services tax (GST) and withholding taxes. We issue invoices in compliance with applicable law, particularly the German VAT Act and applicable excise duties laws. Insofar as deliveries/services are subject to VAT and/or similar taxes, these taxes must be paid to us by the Customer in addition to the price, subject to the regulation concerning withholding tax in compliance with Sentence 5, insofar as this tax is not payable to the competent tax authority by the Customer as the recipient of the deliveries/services in accordance with the respectively applicable law, such as Articles 194 to 199 and 200 of Council Directive 2006/112/EC (reverse charge procedure/intra-Community acquisition). Insofar as deliveries/services are subject to withholding taxes, these taxes are owed by the Customer in addition to the invoice amounts and must be paid to the competent tax authority.
2. Our list prices or if no applicable list price exists, our usual prices apply unless stated otherwise in the order confirmation.
3. On agreement of a delivery or service period of more than six weeks or in the case of continuing obligations lasting longer than six weeks, we are entitled to adjust the prices payable by the Customer for the provision of deliveries and services based on the concluded contract if:
 - the purchasing costs for hardware, software or other performance that are procured for resale to the Customer increase,
 - the purchasing costs for hardware, software and other performance that we procure dedicated for the provision of our performance to the Customer increase (procurement is to be regarded as dedicated if the hardware, software or other service can be clearly assigned to the provision of performance to the Customer),
 - the provision of the deliveries/services in accordance with this contract is subject to increased and/or further sovereign taxes, fees or other charges,
 - storage, transport (including transport insurance) and packaging costs increase not only insignificantly,
 - energy and heating costs and fuel prices increase not only insignificantly,
 - the rental costs/incidental rental costs for rented Bechtle data centres in case of owed housing, hosting and other data centre services increase not only insignificantly,
 - the refinancing rate or other refinancing costs increase, insofar as it has been pointed out to the Customer that the performance provision is subject to financing,
 - the wage costs or the statutory ancillary wage costs increase significantly,
 - the technical infrastructure has to be changed as a result of statutory specifications and this leads to costs that were unforeseeable at the time of entering into the contract or
 - the other costs relevant to price calculation increase as a result of unforeseeable circumstances that are not caused by us and over which we have no influence.

Any adjustment must be equitable. In particular, it may only be undertaken to the extent necessary to compensate for the cost change, subject to consideration of any savings in other areas, and may not be triggered as a result of culpable behaviour on our part. It must be announced in writing in advance with a reasonable notice period, specifying the reason. For one-time deliveries, the reasonable notice period is generally two weeks; for continuing obligations, it is generally four weeks. At the request of the Customer, we will outline the adjustment amount in an understandable manner. In the event of cost reductions, a corresponding price reduction must be applied. In the event of cost reductions, we will reduce prices to the extent that these cost reductions are not fully or partially offset by increases in other areas.
4. Against the background of the global supply shortages and price increases in the IT industry for storage-related components, particularly for components DRAM memory (Dynamic Random Access Memory), NAND memory, SSD components (Solid-State Drive), HDD components (Hard Disk Drive), and high-performance network silicon and op-

tical components, we reserve the right, without prejudice to the other provisions in these Terms and Conditions, in the event of the delivery of products containing storage-related components (in particular products in the categories of Storage and Server, Notebook, and Workstation) (collectively, "Products with Storage-Related Components"), to adjust the prices payable by the Customer under the contract, even after the contract has been concluded and until delivery of the Product with Storage-Related Components, at our reasonable discretion pursuant to Section 315 of the German Civil Code (BGB), in line with the development of the costs that are relevant for calculating the prices of the Product with Storage-Related Components covered by the contract. A price increase may be considered if, by the time of delivery of the Product with Storage-Related Components, cost increases resulting from price increases by suppliers or changes in material prices lead to a changed cost structure. In the event of cost reductions, a corresponding price reduction shall be applied. Increases in one type of cost may only be used to justify a price increase to the extent that they are not offset by any cost reductions in other areas. In the event of cost reductions, we shall reduce prices to the extent that these cost reductions are not wholly or partially offset by increases in other areas. At the request of the Customer, we will outline cost reductions as well as cost increases to the extent that they occur. Should such price adjustments become necessary, we will notify the Customer without undue delay and inform the Customer of the updated prices that correspond to the current cost conditions.

5. In the case of a contract for work under which we are the Party producing the work, if the Customer terminates said contract in accordance with Section 648 BGB before performance has started, we are entitled to 5 % of the agreed total remuneration. We are entitled to claim a higher, appropriate amount of remuneration.
6. If, after entering into the contract, we discover that assumptions which have become part of the contract do not apply (see Letter B No. 3), the Customer is obliged to remunerate any additional work at the agreed rates or our usual rates if we do not submit a follow-up offer.
7. Any multi-use pallets used to deliver goods will be exchanged according to the following provisions. Upon delivery of palletised goods, the Customer must return an equal number of exchangeable pallets of the same type and quality, or deliver them to us carriage paid within one month. Exchangeability is determined by UIC leaflet 435 4 (International Union of Railways). According to the indented purpose, transferred pallets become the property of the recipient; they must be compensated with pallets of the same type and quality. If pallets are not returned on time, if they are not exchangeable, or if they are not of the same type and quality, we are entitled to invoice the Customer for the price of new pallets. The Customer is free to provide evidence supporting an "old-for-new" deduction or lower loss amount.

G) Terms of Payment.

1. The Customer agrees that invoices may be transmitted electronically, including in structured electronic formats. This does not affect any statutory obligation to issue invoices in a legally prescribed structured electronic format. We may also submit invoices through a courier or authorised representative. Unless otherwise agreed, invoices will be sent to the general address, fax number or e-mail address indicated by the Customer.
2. Payment is due in full immediately unless otherwise indicated in the order confirmation or these Terms and Conditions. If no payment due date is set, the applicable legal provisions will determine when payment is considered overdue.
3. Payments are considered on time if funds are available to us by the payment due date. Cheques or bills of exchange count towards payment—in the amount corresponding to the full value minus all expenses—only once they have been redeemed. We are not obliged to present cheques or bills of exchange for payment in a timely manner.
4. We are entitled to apply the Customer's payment to the oldest outstanding invoice even if the Customer has specified its appropriation.

H) Set-off, Right of Retention, Assignment.

1. The Customer may set off only those claims which are undisputed or have been established with legal effect. Rights of retention may only be exercised by the Customer in the case of undisputed or legally established claims arising from the same legal relationship.
2. Entitlements against us may not be assigned unless Section 354a of the German Commercial Code (Handelsgesetzbuch, HGB) applies.

I) Delivery, Transfer of Risk.

1. All deliveries are made ex-works. We assume no responsibility for the cheapest shipping method.

2. Except in cases where the location of performance and success is the recipient's location, the risk of loss or damage is transferred to the Customer at the time of handover to the person entrusted with the shipment, even if we deliver the shipment ourselves and regardless of how transport costs have been agreed.
3. We will obtain transport insurance for the delivery at the Customer's expense if requested prior to shipment.

J) Performance Default, Delivery Proviso, Performance Impediments, Delayed Acceptance.

1. All dates and deadlines for the provision of deliveries/services by us are only binding if they have been described as such by us.
2. Even if a calendar date has been designated or an event has to precede the delivery of performance, and appropriate time has been arranged to accommodate this, we shall be in default only after receiving a reminder from the Customer.
3. As we procure hardware and standard software from suppliers, we may withdraw from the contract if, despite having placed matching orders with suppliers, we are not supplied, not supplied on time, or not supplied correctly. A price increase of at least 20% implemented by the supplier after the conclusion of a matching order also entitles us to withdraw. Where the performance is divisible, we are entitled to withdraw from the relevant part of the contract.
4. Obstacles to performance for which we are not responsible lead to the extension of the delivery or performance period corresponding to the duration of the obstacle, even if we are already in default. This applies in particular to defective or missing deliveries made to us (see No. 3), force majeure, war, natural disasters, traffic or operational disruptions, obstructed imports, government measures restricting trade (e.g., customs duties), energy and raw material shortages, market-wide non-delivery of products or components within supply chains, government or official measures such as orders and warnings, e.g. in the event of epidemics or pandemics, labour conflicts and breach of cooperation obligations or duties by the Customer. Notwithstanding the right of withdrawal in compliance with No. 3, we are entitled to withdraw from the contract if the performance obstacle has not been removed after a reasonable period of time or persists with no foreseeable end and the purpose of the contract is jeopardised. Where the performance is divisible, we are entitled to withdraw from the relevant part of the contract. In the absence of a right of withdrawal from the contract as a whole the Customer is entitled to withdraw from the outstanding part of the contract if the obstacle to performance lasts longer than two months.
5. Without prejudice to the other provisions of these Terms and Conditions, we are also entitled to cancel the contract if we are subject to a cancellation of our corresponding covering transaction by our supplier. If the cancellation by our supplier affects only parts of the agreed deliveries or services, we are entitled to a corresponding partial cancellation.
6. The delivery and performance periods are also extended while the Parties negotiate changes to delivery or performance, or while we draft a follow-up contract should assumptions made in our offer and adopted in the contract be found to be inaccurate.
7. Performance of our delivery obligation is subject to the timely and proper fulfilment of the Customer's obligations.
8. If the Customer fails to call off goods or services in good time, although it is subject to an obligation to call off, or if it does not accept ordered goods or services in due time, we are entitled, as part of our right to claim damages due to non-fulfilment, to demand 30% of the agreed price without VAT as compensation without proof, insofar as no significantly lower loss has verifiably been incurred. Insofar as a period of grace is not dispensable in compliance with the statutory conditions, this will only apply after the unsuccessful expiry of an appropriate period of grace. If the Customer fails to accept goods in due time, we are entitled, as part of our right to claim damages due to the Customer's delay, to claim 10% of the agreed price without VAT as compensation without proof, insofar as no significantly lower loss has verifiably been incurred. In each case, we reserve the right to claim actual damages if these are higher. Insofar as we levy lump-sum compensation in accordance with this number, this rules out the cumulative assertion of corresponding additional expenses in accordance with No. 9 below.
9. If the Customer defaults on acceptance, we are entitled to invoice our additional expenses in accordance with our respectively usual rates or if no applicable usual rates exist the customary market rates, particularly for personnel costs and storage. We reserve the right to claim actual additional expenses if these are higher.

K) Endangerment of Claims.

1. If, after entering into the contract, it becomes apparent that the Customer's ability to perform its contractual payment obligation is at risk,

the Customer must provide security for its payment obligation if no advance performance has been stipulated. If our contractual obligation consists of producing a work, rendering a service not resulting in a work result or delivering products specifically procured for the Customer and difficult to sell otherwise (i.e. not commonly in demand), we may require the Customer, at our option, to pay in advance an amount equal to our procurement costs or 50 % of the Customer's consideration (with security provided for the remaining amount).

2. In addition, Section 321 BGB applies with the proviso that we may, even if other claims arising from the same legal relationship are jeopardised within the meaning of Section 273 BGB, refuse performance.
3. If payment by instalments has been agreed and if the Customer is wholly or partially in arrears with at least two consecutive instalments, the remaining receivable amount will become due in full. Any deferral agreements become invalid if the Customer defaults on performance or if the conditions of Section 321 BGB are met with respect to a receivable.

L) Retention of Title.

1. We reserve the right to retain ownership of all objects delivered by us until all payments from the entire commercial relationship have been made. In derogation from Section 449 para. (2) BGB, we are entitled to demand, without withdrawing from the contract, that objects be returned if the Customer fully or partially defaults on the purchase price.
2. The Customer is obliged to treat the item delivered or the items otherwise owned or co-owned by us in accordance with this letter with care. In particular, the Customer is required, at its own expense, to sufficiently insure such items for replacement cost against fire, water damage, theft and vandalism. Any required maintenance and inspections must be carried out by the Customer in a timely manner at the Customer's expense.
3. The Customer must notify us immediately in writing in the event of an attachment or other third-party intervention so that we can file a court action in accordance with Section 771 of the German Code of Civil Procedure (Zivilprozessordnung, ZPO). If the intervening third party is unable to reimburse the judicial and extrajudicial costs incurred for a court action filed in accordance with Section 771 ZPO, the Customer will be held liable for our loss.
4. The Customer is entitled to further process or resell delivered items within the ordinary course of its business. If goods subject to retention of title are further processed by the Customer, we (as the producer) benefit from this processing and gain ownership of the new object; if such processing involves materials from multiple owners or if the final product has a higher value than the goods subject to retention of title, we will gain joint ownership of the new object in proportion to the value of the goods subject to retention with respect to the new object. In the event that we should not gain such ownership, the Customer transfers future ownership (or joint ownership in the proportion described above) to us at the present time. If the object delivered is combined or inseparably mixed with other objects to form a uniform object, and if one of the other objects is to be considered as the main object, we will (insofar as we own the main object) grant the Customer joint ownership of the uniform object in the proportion described in Sentence 2. In the event of a resale, the Customer assigns to us, at the present time, all receivables in the amount of the final invoice sum, including VAT, owed to the Customer by its customer or a third party on account of the resale. The Customer is still authorised to collect the debt even after the assignment, provided the Customer has met the prerequisites for transferring payment to us and provided that none of the conditions pertaining to the endangerment of claims (Section 321 BGB) apply. This has no bearing on our right to collect the payment ourselves. Upon request by us, the Customer must disclose the assignment and provide us with the documents and information required to claim the receivable.
5. Upon request by the Customer, we undertake to release security due to us upon request by the Customer insofar as its value exceeds the corresponding receivable by more than 20%. The selection of the security to be released is incumbent on us.
6. If the expanded or extended retention of title regulated in this Letter L is subject to a foreign legal system according to the rules of international private law and if, according to the law applicable there, the retention of title regulated in this Letter L is invalid or necessitates additional prerequisites that are not met in order to be valid, the following retention of title applies exclusively: the item delivered will remain our property until full payment has been received.

M) Limitation of Liability.

1. Limitation of liability as to the basis of liability.
We are not liable for ordinary negligence by our governing and supervisory bodies, legal representatives, employees or other agents. These limitations of liability do not apply to:

- 1.1. damages arising from injury to life, limb or health caused by at least negligent breach of obligation,
 - 1.2. other damages arising from at least grossly negligent breach of obligation, or at least negligent breach of material contractual obligations (obligations whose fulfilment is indispensable to the proper performance of the contract and on whose fulfilment the other contractual Party may rely as a matter of course),
 - 1.3. damages covered by the protective scope of a guarantee issued by us (Sections 276 (1) or 443 BGB).
 - 1.4. claims arising under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG).
2. Limitation of liability as to the amount.
With the exception of the cases described in Nos. 1.1, 1.3 and 1.4 above, our liability for simple negligence or grossly negligent behaviour by our vicarious agents who are neither legal representatives nor managerial employees is limited to the damages typically foreseeable at the time of contracting and, in the case of a claim for compensation for futile expenses, to the amount of interest in the performance of the contract. In the event of data loss as a result of simple negligence, we are only liable for the expenses that would have been required to recover data that was properly and regularly backed up by the Customer.
3. Liability arising from pre-contractual obligations and commercial contacts.
Letter M also applies to the Customer's entitlement to damages with respect to obligations arising from the inception of contractual negotiations, initiation of contracts or similar commercial contacts. If a contract is concluded between the Customer and us, the Customer waives all entitlements outside the scope of liability described in Letter M at the present time.
4. Tortious claims.
Letter M also applies to tortious claims made by the Customer.
5. Limitation of liability for the benefit of third parties.
The liability exclusions and limitations described in Letter M also apply to the personal liability of employees, representatives and agents.
6. Notwithstanding Letter N No. 7, the Customer's other entitlements to damages and compensation for futile expenses lapse after one (1) year. This does not apply to the entitlement to claim damages for injury to life, limb or health. Moreover, it does not apply to Customer's entitlements under ProdHaftG or in the case of guarantees (Sections 276 (1) or 443 BGB), nor to its entitlements to other damages arising from intentional or grossly negligent breach of obligation.
7. Indemnity against third-party claims.
The Customer indemnifies us against all claims made by the Customer's agents or other third parties deployed by the Customer that exceed the scope of liability described in Letter M; this includes claims arising from pre-contractual obligations and commercial contacts.

N) Claims arising from Defects (Material and Legal Defects).

1. Obligation to inspect and report. The Customer's rights in cases of material defect are subject to its obligation to properly inspect goods and notify us of defects (Section 377 HGB). Any externally apparent transport damage and transport losses, as well as obvious defects, must be notified without delay; otherwise, the goods are deemed accepted.
2. Defects in used goods. When buying used goods, the rights of the Customer due to defects are excluded. This does not apply to claims under a guarantee issued by us (Sections 276 (1) or 443 BGB) or where we have fraudulently concealed the defect (Section 444 BGB). Nor does it apply to claims for damages; however, liability for damages arising from negligent defective delivery is excluded, except for damages arising from injury to life, body or health, damages caused at least by gross negligence, damages covered by a guarantee issued by us (Sections 276(1) or 443 BGB), and claims under the German Product Liability Act.
3. Subsequent performance. We are entitled to cure the defect according to our choice by repairing the defect or delivering a defect-free item (subsequent performance). If subsequent performance has failed, the Customer may choose to exercise the statutory rights of reduction or except where the defect concerns building work – withdrawal from the contract. Our obligation to bear the expenses required for the purpose of subsequent performance or taking back the replaced item, particularly transport, travel, labour and material costs, is ruled out in each case insofar as the expenses are increased because the purchased item was transported to a location other than the Customer's place of business. This does not apply if such relocation was agreed. We do not bear any additional expenses resulting from relocation abroad after delivery. The Customer's right in compliance with Section 439 para. (3) sentence (1) BGB to demand the expenses required for the removal of the defective item and the installation or mounting of the repaired or delivered, defect-free item is limited to the amount of 150 % of the item's purchase price in defect-free condition or 200 % of the value reduced due to the defect. The Customer must notify us before initiating subsequent performance so that we may, at our discretion, carry out removal, installation and/or transport ourselves. The Customer's

right to damages and compensation for recourse expenses (Section 478 para. (2) BGB) remains unaffected by the provision in this Paragraph.

4. Defects in supplied hardware and software.
 - a) In deviation from No 3 above, we may assign our corresponding entitlements vis-à-vis our supplier, the manufacturer or other third parties to the Customer for the purpose of repairing the defect or delivering a substitute in the event of the delivery of hardware or standard software from third-party manufacturers or the involvement of third parties to perform maintenance services. In this case, before the Customer can exercise its right to claim subsequent performance by us, compensation for self-help expenses, damages in lieu of performance, contract withdrawal or a price reduction, it must first claim subsequent performance, damages or compensation for self-help expenses from our supplier or the manufacturer, if necessary by judicial means, unless this is unreasonable for the Customer. If, in doing so, the Customer incurs costs for which it is not able to exact payment despite legal enforcement, we are required to compensate the Customer for them.
 - b) The above also applies if we have customised, configured or otherwise changed the software or hardware to meet the Customer's needs, unless the defect has been caused by our performance.
5. Tampering by the Customer.
The Customer forfeits its entitlement with respect to defects if it tampers with goods, in particular with the program code, in any way that is not expressly authorised in the contract, operating manual or other user manuals, unless the Customer can explain and prove that the defect was not caused by its tampering.
6. Rights of recourse (Section 445a BGB).
The following regulations apply only if the end customer is not a consumer (Section 13 BGB): Customers only have a right of recourse if we are responsible (Section 276 BGB) for the defect; if the Customer is held liable by a client for subsequent performance, the Customer is only entitled to recourse if we have been given the opportunity to provide this subsequent performance. Customers only have a right of recourse if we had not been in a position to refuse the subsequent performance. Only expenses incurred for successful subsequent performance are eligible for recourse. If the Customer has taken back the purchased item, or if the Customer's client has reduced the purchase price, the Customer only has rights of recourse against us if it would not have been able to avert the need for return or reduction by means of subsequent performance. The amount of the Customer's right of recourse is limited to the net purchase price of the affected good.
7. Limitation of claims for defects unless this is excluded under the following Terms and Conditions: Statutory provisions governing the limitation period will apply in cases of intentional or grossly negligent breach of obligation; fraudulent concealment of a defect; entitlements arising from injury to life, limb or health; entitlement under ProdHaftG or a guarantee (Sections 276 (1) or 443 BGB). All of the Customer's other claims arising from material defect lapse after one (1) year. The same shall accordingly apply to :
 - claims arising from legal defects with the following exceptions: without prejudice to sentence 1, claims lapse after five (5) years if the defect which gave rise to it consists of the fact that a third party has a real right to the purchased item and that, consequently, the return of this item may be demanded by virtue of this right.
 - Rights of recourse insofar as the end customer is not a consumer. The suspension of the statute of limitations in compliance with Section 445b para. (2) and (3) BGB is also ruled out in these cases.

O) Customer Cooperation in the Event of Defects.

1. In the event of a repair, the Customer must provide us with the information required to diagnose and resolve the fault(s), if necessary upon request. For repairs involving remote data transmission or telephone communication, the Customer must provide a trained, competent employee to help. For on-site cures, we must be given unobstructed access to the defective goods and, if necessary, other work on the Customer's hardware or network must be suspended.
2. The Customer is required to provide a sufficiently detailed description of the hardware or software defect to reproduce the defect.
3. If the Customer claims its right to subsequent performance by us, and it is subsequently found that the claim is unsubstantiated (e.g. user error, improper handling of goods, absence of defect), the Customer is required to reimburse us for all costs incurred by the inspection of the goods and the subsequent performance, unless the Customer is not responsible for making the claim.
4. If a system outage is caused by us, we will recover the data using the latest data backup performed by the Customer before the outage. The Customer must provide the corresponding data in a machine-readable format.

5. The Customer must inform us immediately if a claim is made against the Customer for the violation of a third party's rights, or if an injunction against further use of the delivered item has been issued against the Customer.

P) Partial Performance.

1. Partial delivery, partial performance and the corresponding invoicing are permitted if this is not unreasonable for the Customer.
2. If we receive only partial delivery or performance from a third-party hardware or standard-software manufacturer, the Customer's interest remains unaffected if we provide subsequent performance (through our own means) that is deemed reasonable to the Customer. Hotline services are considered an acceptable subsequent performance in cases involving documentation.

Q) Right of Return.

The Customer does not have a contractual right to return goods unless we expressly grant the Customer such a right in writing. Such rights of return apply only to physical objects, in other words not to software delivered through intangible means (i.e. not on CD or DVD). In no case is the Customer entitled to demand a right of return. Goods returned without a right of return having been agreed in advance will be rejected without exception. Any right of return granted to the Customer by us applies only to goods that have already been paid for. Goods that were custom-made, configured, adapted or processed; promotional and clearance goods; goods that are clearly marked as discontinued or in the process of being discontinued; and goods that otherwise differ from the current series standard are categorically excluded from any right of return. The right to return expires no later than 2 weeks after receipt of the goods and may be exercised only if we receive the goods within this period; timely receipt by us is decisive.

1. Software must be unopened in its original packaging, including storage media and accompanying documentation.
2. Hardware, including accessories, documentation and the full, unaltered original packaging must be returned in as-new condition, without any damage.

The Customer is responsible for the cost and risk of returning goods. Acting in its own interest, the Customer must choose the most secure means of delivery and ensure adequate insurance. Partial returns are subject to a separate agreement.

R) Usage Restrictions.

The goods are surrendered for proper use in compliance with the manufacturer's instructions for use. We will make these instructions for use available to the Customer prior to ordering on request. The use of our delivery and service is prohibited:

- in connection with the planning, construction, production, monitoring, control or delivery of nuclear or atomic installations,
- in connection with the planning, construction, production or delivery of aircraft or spacecraft, including the control and monitoring of air or space traffic or
- for weapons systems.

S) Activities of Personnel Deployed at the Customer's Premises.

1. If our employees or vicarious agents provide or perform deliveries/services at the Customer's premises, the Customer must provide suitable facilities and equipment at its own expense insofar as we have not undertaken this.
2. The Customer must ensure, at its own expense and through appropriate organisational and physical means, that our employees or agents are not incorporated into the Customer's business operations.
3. The Customer has no authority to direct our employees or agents. Within the scope of a service contract or a contract to produce a work, the Customer is authorised to give direction only to our legal representatives or individuals duly empowered for this purpose.

T) Acceptance.

1. The following provisions apply to cases in which performance acceptance is contractually or statutorily mandated.
2. Upon our request, acceptance of partial performance will be carried out for performance components which can be delimited and used independently of one another, or performance components that serve as the foundation for further components, provided that such compo-

nents can be inspected separately. The last partial acceptance is equivalent to the final acceptance.

3. If the performance requiring acceptance includes the delivery of hardware or standard software, we are entitled to invoice the Customer for such delivery regardless of the acceptance of the remaining performance.

U) Export.

We are required by law, and with respect to our suppliers, to comply with national and international export restrictions (in particular those stipulated by European Union and United States law) and to impose them on the Customer. The Customer is required to comply with these regulations as well. Upon request, we will provide the Customer with information regarding the goods and services subject to contractual submission agreements under US export law.

It is the Customer's sole responsibility to ensure that export requirements are met. We are not obliged to deliver goods or provide services at locations where there are export restrictions. In this case, the Customer will, at our option, provide an alternate address or pick up goods at our location.

V) Suspension of Statute of Limitations during Negotiations.

The limitation period for the Customer's claims is suspended during negotiations only if we have agreed in writing to enter into such negotiations. The suspension ends three (3) months after our last written communication.

W) Special Provisions for Temporary Use.

1. If we agree to permit Customer use of an item, e.g. hardware, software or storage capacity (cloud computing) temporarily, these Terms and Conditions will apply in accordance with the following provisions, which take precedence.
2. Unless otherwise agreed, usage fees are payable monthly in advance; for partial months (at the beginning or end of the usage period), fees are charged pro rata.
3. Strict liability for defects present upon conclusion of the contract is excluded unless the defect is related to a feature guaranteed by us (Section 276 para.(1) BGB).
4. The Customer is not permitted to grant any third party permission to use the object, e.g. by sub-leasing it, nor may the Customer change the agreed location (or, if no location was agreed, the initial Customer location).
5. We are not obliged to maintain the surrendered items during the term of the contract in the case of physical items that are transferred to the Customer or in the case of software that the Customer uses on its hardware or on third-party hardware. Such maintenance is the Customer's responsibility. Prices are calculated based on this division of responsibilities. The Customer is free to request support or maintenance services (if applicable for a fee) from us or the manufacturer; we will assist, to the extent required, in obtaining any such services from the manufacturer. Any changes to the contractual item require our consent. In the case of hardware, this applies in particular to the installation of new hardware components or operating programs. Application software is installed at the Customer's own risk and expense. In the case of software, any installation and use of updates requires our express consent and is done at the Customer's own risk and expense. We are required to provide consent insofar as this is required to maintain the software. The Customer may not claim any reduction in usage fees. However, any entitlement to reimbursement of usage fees remains unaffected.
6. For non-physical items, such as storage capacity (cloud computing) or Application Service Provider (ASP) agreements, usability is based on the agreed availability rate. We are entitled to provide services in whole or in part through third parties. The terms of use/terms of service of any third parties designated in the contract take precedence.
7. The Customer may only store or otherwise process content whose use does not violate German or any applicable foreign law; in particular, it cannot be subject to prosecution or fine, and it cannot violate data-protection legislation nor the property rights of third parties (e.g. copyrights, patents, trademarks or brand-related rights). If we provide cloud storage capacity and there is evidence that an aforementioned obligation has been violated or if a third party or public authority files a complaint (which is not clearly unfounded) with regard to content or usage-related actions, we are entitled to immediately block access temporarily until a legal assessment has been completed. Where possible, the Customer's case should be heard prior to this.
8. The Customer is entitled to terminate for denial or withdrawal of contractual usage only once an appropriate grace period for replacement delivery has expired. No grace period is required if we have definitively

and in earnest refused to provide replacement delivery, or if special circumstances exist which justify an immediate termination after weighing the interests of both Parties.

9. For software provided to Customer, all copies of the software, in whole or in part, must be deleted in such a way that recovery is not possible with reasonably available technical means. Customer must confirm this deletion in writing. We are entitled to verify this deletion at the Customer's site at our own expense and upon giving prior notice; to do so, we are entitled to access all required equipment, such as the Customer's IT systems and devices. The Customer must cooperate in this process to the extent required.

X) Data Protection.

We process personal data in accordance with statutory data protection requirements. In the case of commissioned data processing, our data protection regulations for commissioned data processing according to Art. 28 EU GDPR apply.

Y) Place of performance, Choice of Law, Contract Language, Place of Jurisdiction.

1. In the case of contracts with merchant (Section 1 HGB), the place of performance for both Parties is the location of our company's registered office.
2. These Terms and Conditions and all legal relationships between the Parties are subject to German substantive law. Insofar as third-party terms and conditions which are subject to foreign legislation apply between us and the Customer, this foreign law applies. The United Nations Convention on Contracts for the International Sale of Goods is excluded.
3. The contract language is German. Where these Terms and Conditions are made available in other languages, only the German version shall be legally authoritative for the interpretation of the provisions.
4. If the Customer is a merchant, legal person under public law or special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship the location of our company's registered office; however, we are entitled to bring a case against the Customer in another place of jurisdiction. With respect to all other Customers, the location of our registered office is agreed as the place of jurisdiction for all disputes arising from the contractual relationship in the event that the Party against whom the case is being brought relocates its residence or usual address outside Germany after conclusion of the contract, or if this Party's residence or usual address is unknown at the time the case is brought.
5. The invalidity of any provisions in these Terms and Conditions or any other provision agreed between the Parties does not affect the validity of the remaining provisions in these Terms and Conditions or any other agreement. For provisions in other agreements between the Parties, the Parties are required to replace invalid provisions with valid provisions that most closely resemble the invalid provisions.