

## General Terms and Conditions

### § 1 Scope of Application

- These General Terms and Conditions (“GTC”) apply to all offers, deliveries, and services of MTK Software GmbH (hereinafter “MTK”) provided to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).
- Deviating, conflicting, or supplementary terms and conditions of the customer shall not become part of the contract unless MTK has expressly agreed to their validity in writing.
- Individual contractual agreements (e.g. offers, service descriptions, specifications, or individual contracts) shall take precedence over these GTC.

### § 2 Offers and Conclusion of Contract

- Offers made by MTK are non-binding and subject to change.
- A contract is concluded only upon a written order from the customer and a corresponding order confirmation by MTK or upon actual performance of the services with subsequent invoicing.
- MTK reserves the right to make technical, design-related, or conceptual changes in line with technical progress, provided that essential contractual content is not materially affected.

### § 3 Prices and Payment Terms

- All prices stated are exclusive of the applicable statutory value-added tax (VAT).
- Unless otherwise agreed, invoices are payable within 10 days from the invoice date without deduction.
- Objections to invoices must be raised in writing without undue delay, but no later than four weeks after the invoice date. Thereafter, the invoice shall be deemed approved.

### § 4 Default of Payment

- If the customer is in default of payment, MTK is entitled, without prejudice to any other rights, to reclaim the hardware and software and to otherwise dispose of them. The customer is obliged to surrender the hardware and software.
- From the time of default, MTK is entitled to charge default interest at a rate of 8 percentage points above the base interest rate (Section 288 (2) BGB). Accrued interest is due immediately.
- MTK reserves the right to assert further damages resulting from default.

### § 5 Retention of Title

- Delivered services and work results remain the property of MTK until full payment has been received.
- Any agreed rights of use shall only pass to the customer after full payment has been made.
- Software delivered for testing or demonstration purposes remains the property of MTK and may only be used by the customer within the scope of the specific agreement with MTK.

#### **§ 6 Delivery and Performance Period**

- Delivery and performance deadlines are binding only if confirmed in writing.
- MTK shall not be responsible for delays in performance caused by force majeure or other unforeseeable events.

#### **§ 7 Warranty**

- The warranty period is 12 months from acceptance of the service.
- Warranty claims against MTK are available only to the direct customer and are non-transferable.
- Any modifications or interventions by the customer or third parties shall void the warranty.
- The customer is obliged to inspect the software delivered by MTK immediately upon receipt. Any damage, defects, or complaints must be reported to MTK in writing with a description of the defect within 8 working days after delivery in the case of obvious defects. If the hardware or software is extended or modified by the customer or third parties, the warranty shall lapse.

#### **§ 8 Liability**

- MTK shall be liable without limitation in cases of intent and gross negligence, as well as for injury to life, body, or health.
- In cases of simple negligence, MTK shall only be liable for breaches of essential contractual obligations (cardinal obligations), limited to the foreseeable damage typical of the contract.
- Liability for indirect damages, loss of profit, or consequential damages is excluded.
- Liability under the German Product Liability Act remains unaffected.

#### **§ 9 Training Courses and Events**

- Training courses, trainings, or workshops require separate confirmation by MTK.
- Cancellations are free of charge up to 4 weeks before the start of the event, and possible up to 14 days before the event subject to a cancellation fee of 50% of the participation fee. Thereafter, cancellation is excluded.
- MTK reserves the right to cancel events for organizational or economic reasons.

#### **§ 10 Confidentiality**

- The customer undertakes to treat all information obtained in connection with the cooperation as confidential, even after termination of the contract.
- Such information shall not be made accessible to third parties. The customer shall obligate its employees accordingly.

#### **§ 11 Data Protection**

- MTK processes personal data exclusively in accordance with the applicable data protection regulations.

#### **§ 12 Rights of Use**

- For standard third-party software provided, only the respective manufacturers' license terms shall apply.
- The customer is not entitled to reproduce, modify, or pass on software or accompanying documentation without the express consent of MTK.

#### **§ 13 Contract Term and Termination**

- Unless otherwise agreed, the notice period for termination shall be three months to the end of a calendar quarter.
- Withdrawal from the contract is only permitted after an unsuccessful grace period has been granted in the event of a material breach of duty.

#### **§ 14 Place of Performance, Jurisdiction, and Applicable Law**

- The place of performance and exclusive place of jurisdiction for all contractual services and all disputes arising between the parties shall be Cologne, Germany.
- German law shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### **§ 15 Final Provisions**

- Amendments or supplements must be made in writing.
- Should any provision be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.
- The German version of these GTC shall be the sole contractual basis. An English translation is provided for convenience only. No claims against MTK may be derived from translation errors.