

Securepoint GmbH

General Terms and Conditions

1. Validity of the Conditions

Our deliveries, services and offers to business people, legal entities under public law and special estates under public law are carried out exclusively under the conditions specified below. These shall therefore also apply to all future business relations, even if they are not expressly agreed upon again. These conditions shall be deemed to have been accepted upon receipt of the goods or services at the latest. Confirmations to the contrary by the customer based on their business or purchase terms and conditions are hereby expressly countered. Any divergence from these terms and conditions shall only be valid if confirmed in writing by us.

2. Offers and Conclusion of Contract

Our offers are non-binding. We shall be bound to the terms of any specially prepared offers - unless expressly agreed otherwise - for 30 calendar days. The customer is bound by their order for four weeks. Orders require our written confirmation in order to become legally effective. Unless we reject the order within four weeks after it has been received in Lüneburg, the order shall be regarded as confirmed. Additions, amendments and collateral agreements are only valid if we confirm them in writing.

3. Delivery Times

Delivery times or deadlines that can be agreed upon with or without obligation must be made in writing. We shall not be held liable for delays in the delivery of goods and services due to circumstances beyond our control and events which make it significantly more difficult or impossible for us to make the delivery - such events include subsequent difficulties in the procurement of materials, breakdowns, strikes, lockouts, staff shortages, lack of transport resources, official decrees - even if these events were to occur to our suppliers or their sub-contractors, and even where delivery deadlines and dates were agreed upon as binding. Such events give us justification to postpone the delivery of goods or services by the length of time taken for the disruption plus an appropriate start-up period. If the disruption takes longer than three months, we or the customer shall be entitled to withdraw from the contract, with respect to the part that has not been fulfilled, after an appropriate grace period. If we are liable for non-adherence to binding, agreed deadlines and dates or if we are behind schedule, the customer is entitled to compensation for damages amounting to 0.5 % for every full week of the delay, but no more than a maximum of 5% of the invoice value of the deliveries and services affected by the delay. Additional claims are excluded unless the delay is caused by deliberate action or gross negligence on our part. We have the right to provide partial deliveries and partial services. If the supply of a delivery item that is ready for shipment is delayed by more than one month at the customer's request, we are entitled to charge the customer a storage fee amounting to 0.5% of the invoice amount of the affected item for each new month that commences.

4. Transfer of Risk

Risk shall be transferred to the customer as soon as the consignment has been handed over to the person responsible for carriage or has left our warehouse for shipping. If dispatch

proves impossible for reasons beyond our control, the risk shall transfer to the customer upon notification that the consignment is ready for dispatch.

5. Warranty

For warranty claims to be valid, the customer must notify us of any obvious defects or deficiencies in the service within 8 days of receipt. In the case of defects which are not obvious, this deadline is valid from the moment the faults are detected. As set out above, we give a warranty of 6 months after the transfer of risk, without affecting potential claims from extended warranties given by the manufacturer or our other pre-suppliers, which we hereby assign to the customer for the date of expiry of our own warranty. We are only liable for such defects that demonstrably occur due to circumstances prior to the transfer of risk and that seriously compromise the usability of the service. In the event of justified complaints, we will, at our discretion, repair or re-deliver the delivery items or the parts affected. If we make repairs and this repair work is also inadequate or if a replacement is given and this replacement delivery is also deficient, we grant the ordering party the right to reduce the price or cancel the contract. For third-party products, our liability shall be limited to the assignment of liability claims that we are due from the supplier of the third-party product. Our warranty duty becomes valid again only after legal claims made by the customer towards the third party have failed. Liability for warranted quality remains unaffected by the above sentence. Warranty expires if we are not given adequate time and opportunity and if the customer themselves carries out work or has work carried out to remedy the defects without our consent, unless the customer can prove that such work carried out without our consent is not to blame for the reported defects. If the customer requires warranty work to be carried out at a location which they determine, then we can honour this request; in this case, there shall be no charge for parts covered by the warranty, while hours worked and travel expenses shall be paid. As the warranty covers only the removal of defects that are present when the transfer of risk takes place, liability is excluded for normal wear and tear. We are not liable if hardware and software that we supply run faultlessly and without interruption in the context of issues that usually arise during the operation of data processing equipment. The customer must give us a clear description when reporting errors so that we can inform the manufacturer or the pre-supplier. Warranty is excluded if our deliveries are not used in the system configurations enabled by us (hardware, operating systems, networks, databases).

6. Retention of Title

Until all of the customer's current or future debts have been paid to us, irrespective of the legal basis (including all current account settlements), the items delivered - goods subject to retention of title - shall remain our property. This shall apply even where payments are made in respect of specially designated claims. Any pledging or transfer of ownership in relation to the goods under retention of title by way of security is not permissible until all payment claims against the customer have been settled in full. The customer must notify us immediately in the event of seizure, sequestration or any other third-party disposal. Goods subject to retention of title may only be sold or processed in the proper course of business. If our delivery item is processed, then processing is carried out on our behalf. If the customer processes, combines or mixes the delivered item with other items, we shall be entitled to joint ownership of the new product, resulting from the invoice value of the processed goods subject to retention of title plus the entire increase in value from processing, on the one hand, and the purchase price of the processed items that do not belong to us, on the other hand. In the event that the customer sells the item delivered under reservation of proprietary rights,

irrespective of its condition, then said customer assigns claims arising from the sale against their clients or third parties from the conclusion of contract date with full rights to us. We authorise the customer to collect the assigned claims for our account in their own name. This authorisation to collect can be revoked if the customer fails to meet their payment obligations properly. In this case, we are further entitled to demand that the goods subject to retention of title be surrendered and that authorisation to resell these goods be revoked. A right to withhold against the claim for surrender is not admissible. In the event of our exercising the right of surrender and revocation and if an item jointly or fully belonging to us is seized, this shall not be deemed as withdrawal from the contract. If the value of existing collateral exceeds the secured claims by more than 20% in total, we shall release, at the customer's request, securities to this extent at our discretion.

7. Prices and Payment

All prices are net fixed prices. The current price list is valid. The prices contained in the price list are subject to costs for packaging, insurance, shipping/transport and VAT at the applicable statutory rate. Unless agreed otherwise, all payments must be made within a minimum of 5 days after invoice receipt without deduction. Payment day is deemed to be the day on which we have the money at our disposal. We expressly reserve the right to refuse checks. Acceptance is reserved only for payment. We are entitled to charge payments against older debts incurred by the customer first, irrespective of their terms to the contrary. If costs and interest have accrued, we may offset payments firstly against costs, then against interest and finally against delivery. If the customer is in default, we can demand interest to the amount of 3% above the respective discount rate of the German Central Bank. Our legal right to withdraw or claim compensation due to non-fulfilment remains unaffected. The customer shall only be entitled to offset costs, retention or reduction if the counter-claims were legally established or are indisputable, even if claims or counter-claims have been asserted.

8. Software

The customer is entitled to use software products procured from us subject to the following conditions themselves or they can permit their customers to use these products. The software products may not be changed. The customer is entitled, for security reasons and with trademark references retained, to make up to two copies for the purpose of data backup. The licence terms of the manufacturer and of our pre-suppliers must be noted by the customer and are deemed to have been agreed upon with us. The customer shall protect the software products against third-party access and obligate all users with access to these products to do likewise. If the customer lets their clients use software products, they are entitled to use these products to the same extent as the original customer whose right of use thus expires.

9. Liability

We shall be liable for damages caused by deliberate action, to the full amount, gross negligence and non-fulfilment of warranted quality to the amount of the foreseeable damage, which ought to be prevented by duty of care adherence or assurance of properties. Before the conclusion of the contract, the customer must study the essential functional characteristics of our deliveries and services and seek advice if in doubt. Customer requirements must be expressly confirmed by us in writing as an assurance of properties. Illustrations in product and project descriptions etc. do not constitute an assurance of

properties. Legal liability in accordance with the law on product liability or another mandatory legal liability remains unaffected. Warranty and compensation claims by the customer in excess of the entitlements specified in this contract, irrespective of the legal basis, in particular arising from loss or damage from consultation, support during the implementation of our software products, due to operational interruptions and non-availability of data processing equipment or deficiencies in software products, are excluded. Liability for lost profits, lost savings, indirect damage and consequential damage is excluded to this extent. Liability shall not be assumed for such damage with respect to the assurance of properties. The same applies to costs incurred for the recovery of lost data for which no liability to pay damages is assumed when data medium material is lost or damaged.

10. General

If the customer is a merchant within the meaning of the HGB, the place of jurisdiction for all disputes is Lüneburg. This also applies to bills of exchange and cheque proceedings. However, we shall be entitled to sue the customer at their general place of jurisdiction. We are permitted to transfer rights and obligations resulting from this contract, either wholly or in part, to a third party unless the customer objects in writing within four weeks after receiving a corresponding notification; if we remain liable for the fulfilment of the transferred rights, such a notification is superfluous. The legal relationships between the customer and us shall be subject to the laws of the Federal Republic of Germany exclusively; this shall also apply to legal relationships with customers from abroad. The validity of the UN Convention on Contracts shall be excluded. Even if individual provisions of the contract have become or become invalid, the remaining provisions shall remain valid. In such a case, the parties shall commit to replacing the ineffective provisions with those that most closely correspond to the intent and purpose of the original provisions.

11. Digital Image and Text Material

All digital image and text material (e.g. JPG, PNG, GIF, DOC, DOCX, PDF, etc.) used by partners, suppliers and the press must be linked to the servers of Securepoint GmbH and may not be saved or duplicated on own servers without approval. Licencing and utilisation of image and text material is not permitted without the written approval of Securepoint GmbH.

Leaflets, brochures, data sheets etc. may only be accessed from our servers using links. Storage/saving on own or third-party servers, as well as the duplication of leaflets, brochures, data sheets etc, is not permitted. Image material may only be copied or used upon written approval by Securepoint. The only exceptions are the product images and the logos of Securepoint GmbH that can be found in the [media centre](#).

Position as per 4 November 2010

<https://www.securepoint.de/en/company/terms-conditions.html>