

## **General terms and conditions**

**from 23.08.2019**

**Company: Grau GmbH Hardware & Software Solutions  
Riemekestr. 11- 33102 Paderborn**

### **Subject**

The following terms and conditions apply to offers, services and deliveries of the company 'Grau GmbH Hardware & Software Solutions' (in the following only 'Grau GmbH').

### **General clause**

All offers, services and deliveries of apply only on the basis of the following terms and conditions. With the reception of the service or delivery these terms and conditions are regarded as accepted.

Other terms and conditions, side-agreements or supplements are explicitly disclaimed except their are confirmed in written form by a responsible person of Grau GmbH.

### **Conclusion of contract**

These 'General terms and conditions' apply to all deliveries and services, which shall and/or will be fulfilled for our ordering customer. The mutual rights and obligations of the contractual partners are solely based on the 'General terms and conditions' and the written content of the customer's order or an additional agreement. The 'General terms and conditions' of our customer will not be accepted unless this is stated in an additional agreement with the customer.

### **Prices and terms**

Our offers are subject to change without notice and non-binding. A payment is fulfilled after Grau GmbH has received the amount and can dispose of it.

Delivery times are chosen to the best of our knowledge. They are non-binding with regards to third party influence (transport partners, dispatcher). We are not liable for potential delays in delivery unless we would have failed to fulfill possible and reasonable contract duties .

All prices include VAT (if applicable) plus possibly costs for packaging and transport, if needed plus transport insurance. By handing out goods to a transport company the risk of loss, damage or transportation failure is passed from Grau GmbH to the customer. This applies to returned goods either. The costs for returning goods must be paid by the customer. Grau GmbH is not liable for the proper organisation, payment or packaging of goods by the transport company. Acts of nature beyond control, worker strikes, riots, company lockouts or other occurrences which we cannot control are adequate reasons to delay delivery dates or deadlines according to the time period of these events.

### **Terms of liability**

We are not liable for the fitness of our contracted products and services with regard to the purposes chosen by the customer. We exclude a guarantee of fitness of our products and services for security-bound sectors (e.g. pharmaceutical sector, traffic/automotive, aeronautics, power stations). All sectors linked to the ones named above are also excluded from our liability. As usual, failures can occur with hardware and software products according to the current state of the scientific and technical knowledge .

Grau GmbH is neither liable for any direct or indirect damages, nor for any consequential damages, unless they are caused by a responsible person of Grau GmbH or by an auxiliary person, either intentionally or in a grossly negligent manner. Grau GmbH is also not liable for any loss of production, additional costs, loss of profits and loss of the amenity and advantage of using. Grau GmbH is neither responsible for any loss of data, software, and information, nor for any damage concerning the customers' data media.

We are only liable for any breaches of duty which endanger the accomplishment of the contract. These breaches include delays and initial incapacities. In these cases, we restitute the amount for a typical, not the actually eliminated damage, but only up to the double amount of the contract value agreed on beforehand. We are generally not liable for any loss of production, additional costs, loss of profits, loss of the amenity and advantage of using in case any damage has occurred by using our products, especially in an incorrect manner. This condition is also valid if we have been informed about any potential damages.

Ich case the customer detects a defect within the warranty deed, he/she is obliged to immediately stop using the damaged product and to report all defects to the company Grau GmbH. Otherwise the customer cannot enforce a warranty claim. Warranty claims are generally excluded if damages or defects have not been reported within two weeks after detection. In case of a valid warranty claim we can provide an amendment in an adequate form which we decide on. Possible procedures of amendment can be the replacement of the concerned software or hardware, support for the customer in order to help him/her to avoid the consequences of defects, or the restitution of the purchase price.

If all procedures of amendment fail after several efforts and in spite of an adequate cut-off period agreed on in written the customer can lower the compensation or cancel the contract.

In order to keep their warranty claims, customers are obliged to check all goods and services directly after receiving them and to report all evident defects within two weeks in conjunction with a detailed description.

We exclude liability if the contracted product has been used in an inadequate manner. This includes an incorrect installation and the arbitrary attendance, repair, use and adaptation of the product by the customer or a third-party user. This aspect especially counts if the product is used in a scenario which does not conform to the conditions of a correct installation, unless the defect in question occurs irrespective of the user scenario.

In case of third-party claims against the customer, the customer is obliged to inform us immediately without accepting these claims on his/her own responsibility. We will handle the claims set by a third party according to our own judgement and either accept or ward them. If we accept a third-party-claim, we will exchange the service or product in question with another which has the same contract value, assumed that this procedure is approvable for the customer.

We do not exclude liability for any damages which have been caused by our company, either arbitrarily or in a grossly negligent manner. This is the same with claims which are based on binding legal requirements regarding product liability.

#### **Secrecy and safekeeping**

The contract partners commit to handle all documents and information which they get hold of during the mutual contract partnership confidentially even if the contract has expired or has been cancelled. This is especially valid with regard to our software products, confidential technical information about the product (e.g. schematics) and software copies produced by the customer. The contract partners keep these documents and products safe in order to prevent any access for third-party persons.

#### **Use of customer data**

We are authorised to use all sorts of data applying to the contract and business relations with the customer according to the Federal Data Protection Act. Customers agree that their names can be used for marketing and promotion purposes by the company Grau GmbH.

#### **Reservation of title**

We always reserve the ownership of our products and services until the payment has been completed including all additional expenses. The reservation of title also applies to traders until all claims against them have been liquidated.

#### **Legal domicile**

All contract relations between the partners depend on German jurisdiction. Consequently, the legal domicile for all contract parties is the district court of Paderborn.

#### **Severability clause**

In case elements of the contract are no longer valid, all other elements remain binding for the contract partners. The severability clause is supposed to be replaced by an agreement which is adequate with regard to the judicial and commercial purposes agreed on before.