

## General Terms and Conditions of SAI Schweiger GmbH

### **§ 1 General part and scope of application**

1.1 All services provided by SAI Schweiger GmbH shall be performed exclusively on the basis of the version of the following General Terms and Conditions of Business (hereinafter referred to as GTC) valid at the time of the respective conclusion of the contract. SAI Schweiger GmbH provides various services. Insofar as special terms and conditions apply to the individual services, reference is made to this in these General Terms and Conditions by designating the respective service. In the event of collisions and/or contradictions, the special terms and conditions of the individual services take precedence over the general terms and conditions. Clauses that do not contradict each other shall apply in parallel.

1.2 The GTC also apply to all future business relations, even if they are not expressly agreed upon again.

1.3 Deviating, conflicting or supplementary General Terms and Conditions of the client/customer shall not become part of the contract, even if we are aware of them and even if we do not expressly object, unless their validity is expressly agreed in writing.

1.4 Oral agreements and subsidiary agreements require our written confirmation without exception.

1.5 The client/customer acknowledges the terms and conditions of business when placing the order, but at the latest when accepting our performance.

### **§ 2 Offers and prices, terms of payment**

2.1 Offers made by us are always non-binding and subject to change.

2.2 SAI Schweiger GmbH is entitled to accept offers of the customer within 10 calendar days by sending an order confirmation.

2.3 The type and scope of the service as well as the remuneration for this shall be determined by the letter of order or the written order confirmation by us.

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#### **Geschäftsführer:**

Andreas Schweiger, Reinhard Schweiger  
**Sitz der Gesellschaft:**  
Gerichtsstand Straubing  
Registernummer: HRB11957  
Ust.-IdNr.:DE289657719

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2.4 Insofar as engraving work has been commissioned and no fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries which take place 3 months or later after conclusion of the contract.

2.5 All prices are in Euro and are to be paid without deduction. The statutory value added tax will be charged separately.

2.6 Purchase prices and remuneration for contractual services are payable within 14 days of invoicing.

2.7 If programming work is performed, SAI Schweiger GmbH will invoice weekly on the basis of the agreed hourly rates/remuneration against presentation of a time sheet.

2.8 A payment shall only be deemed to have been made when it has been credited to the account of SAI Schweiger GmbH or, in the case of payment by cheque, when it has been credited without reservation. If the contractual partner does not meet his payment obligations, stops payments or if we become aware of other circumstances which call into question the creditworthiness of the client/customer, we are entitled to make the entire remaining debt due, even if we have accepted cheques. In this case we are also entitled to demand advance payments or the provision of security.

2.9 Insofar as programming work and services are carried out on the customer's premises, the travel times shall be deemed working time. In addition to the agreed (hourly) fee, the statutory flat-rate catering fees applicable in each case shall be charged per employee for work carried out in Germany. For activities abroad, the statutory flat-rate catering allowance applicable in the respective country is also agreed.

2.10 For activities at a contractual partner's premises, 0.60 € per kilometer driven (unless otherwise agreed) in Germany will be charged. If domestic flights are required, the costs shall be calculated 1:1.

2.11 Any costs incurred for activities abroad, such as flights, rental cars, fuel, taxi or telephone costs will be charged 1:1 and will be proven to the contractual partner by means of receipts.

2.12 If SAI Schweiger GmbH performs additional services at the request of the client/customer, which were not part of the contract, and if there is no separate agreement on remuneration, the remuneration will be based, in the absence of a special

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agreement, on the remuneration that we normally charge for the respective service. If this cannot be determined, § 612 section 2 BGB shall apply.

2.13 Maintenance services are only part of the contract if the parties agree in writing.

2.14 The client/customer is only entitled to offsetting rights if his counterclaims have been legally established, are undisputed or have been recognised by SAI Schweiger GmbH.

2.15 Insofar as goods are dispatched, the prices apply in the case of delivery ex works, excluding the respectively applicable value added tax, packaging, dispatch costs and insurance, insofar as such is desired by the customer.

### **§ 3 Changes in performance**

3.1 If the contracting party changes its order in whole or in part, we shall be entitled to withdraw from the contract. Costs incurred to date shall be paid by the client/customer.

3.2 Insofar as the realization of a request for change affects the terms of the contract or results in a higher workload, SAI Schweiger GmbH may request an appropriate adjustment of the terms of the contract, in particular an increase in the remuneration or a postponement of any agreed dates.

3.3 If a cause for which we are not responsible impairs compliance with a deadline, we may demand a reasonable postponement of the deadline. If the expenditure increases and if the cause of this lies within the area of responsibility of the client/customer, SAI Schweiger GmbH can demand remuneration for the additional expenditure.

3.4 Insofar as the quotation contains documents such as weight and dimensional data, colour samples and details etc. in the case of engraving work commissioned, these details are only approximate. Minor deviations in form, colour and size are reasonable for the client/customer. This applies in particular if the deviations are due to the technical development status of material, including that of our suppliers. We reserve the right to technical and design deviations. Changes are permissible in this respect, provided the technical function is not impaired and the goods are suitable for normal use, and the value of the ordered goods is not impaired or is only impaired to an insignificant extent.

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## **§ 4 Documents, copyright**

We reserve the unrestricted right of ownership and copyright exploitation of cost estimates, offers, drawings and other documents. These may not be made accessible to third parties unless we have given our written consent. Drawings and other documents belonging to quotations must be returned immediately on request in the event that the order is not placed with us.

## **§ 5 Obligations of the customer to cooperate**

5.1 If required, the services will be performed in whole or in part at the client's/customer's premises.

5.2 The latter must name a responsible contact person who is authorised to make decisions. Upon request, SAI Schweiger GmbH will provide information on the current status of the work at intervals of one week free of charge. The information shall be provided verbally or by sending a protocol by email.

5.3 The customer is obliged to support SAI Schweiger GmbH to the extent that this is necessary, in particular, all prerequisites must be created in his sphere of operation that are necessary for proper execution of the order.

5.4 The customer must provide all information and services necessary for familiarisation and execution in good time and free of charge.

## **§ 6 Delivery, delivery dates, time of performance**

6.1 If specially made engravings have been commissioned, the details of delivery times and delivery periods are only approximate, unless we have confirmed a specific delivery date in writing. Delivery periods begin with our order confirmation, but not before clarification of all details required for execution or before the customer has provided all the necessary prerequisites. The same applies to delivery dates.

6.2 We shall not be responsible for delays in delivery and performance due to irresistible force and due to events which make delivery impossible or substantially more difficult for us, in particular strikes, lock-outs, official orders etc., even if they occur at our suppliers or their sub-suppliers, even in the case of bindingly agreed periods and dates. The existence of the aforementioned circumstances entitles us to postpone the delivery or service for the duration of the hindrance plus a reasonable

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start-up time or to withdraw from the contract in whole or in part due to the part not yet fulfilled. We are also not responsible for the aforementioned circumstances if they occur during an already existing delay in delivery. In this case, claims for damages by the client/customer cannot be derived.

6.3 In the event that a delivery date confirmed in writing is not met, the customer is entitled to set us a reasonable grace period of at least 3 weeks. After expiry of the grace period, the customer shall be entitled to withdraw from the contract with regard to the part not yet fulfilled.

6.4 In the event that we are responsible for not meeting bindingly agreed delivery dates or if we are in default, the customer shall be entitled to compensation of 0.5% for each completed week of execution. However, a maximum of 5% of the invoice value of the deliveries and services affected by the delay may be claimed in total.

6.5 Timely delivery shall be deemed to have been effected if the goods have left our production facility before the expiry of the grace period. If the customer refuses to accept the goods within the grace period, the costs incurred shall be reimbursed by the customer.

6.6 Partial deliveries and partial services are permissible and will be considered as a separate delivery with regard to any complaints and payment. Payment may not be delayed or refused for partial deliveries already made.

## **§ 7 Transfer of risk**

7.1 The risk of accidental loss and accidental deterioration of the sold goods shall pass to the customer upon delivery or, in the case of shipment of the goods to the customer, as soon as the shipment has been handed over to the person carrying out the transport or has left the warehouse for the purpose of shipment. This also applies to partial deliveries and also if carriage paid delivery has been agreed.

7.2 If the customer is a consumer, the risk of accidental loss and accidental deterioration of the sold item, even in the case of sale by shipment, shall not pass to the customer until the item is handed over.

7.3 It is equal to the handover if the customer is in default of acceptance.

7.4 If dispatch is delayed at the customer's request, the risk shall pass to the customer upon notification of readiness for dispatch.

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7.5 The goods shall only be insured against transport damage at the express request and expense of the customer.

## **§ 8 Warranty**

8.1 SAI Schweiger GmbH shall provide the promised service in accordance with the state of the art applicable at the time of placing the order as well as the relevant legal provisions and with the care customary in the industry. In principle, the customer is entitled to the statutory warranty rights, insofar as no restrictions are made below.

8.2 We are not obliged to check documents and plans handed over by the client/customer for their content and technical correctness. We are only obliged to point out obvious errors.

8.3 Only the client/customer is entitled to warranty claims against us and these are not transferable.

8.4 SAI Schweiger GmbH excludes the warranty for damages caused by improper use, changes or interventions on the item or (programming) service as well as faulty repair or maintenance by the client/customer or third parties. This does not apply if the client/customer can prove in connection with the error message that the above mentioned influences were not the cause of the error.

8.5 Insofar as a software product is the subject of the contract, it is warranted that the software, including the documentation, corresponds to the intended task when used in accordance with the contract and is free of defects that cancel or reduce its suitability. The functionality is only granted by SAI Schweiger GmbH under the conditions that were present during the development (script languages, operating system etc.). The warranty period of 6 months starts after completion of the installation. The warranty expires for such programs that the contractual partner modifies or intervenes in the system environment without consulting us, unless the interventions are demonstrably not related to the notification of defects.

8.6 If SAI Schweiger GmbH has acted on the basis of an error message without the client/customer being able to prove an error, we can demand remuneration for our efforts.

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## **§ 9 Liability, limitation of liability**

9.1 Our liability for contractual breaches of duty and for tort is limited to intent and gross negligence, unless there is an injury to life, body and health of the customer or claims for breach of cardinal obligations and compensation for damages caused by delay. The exclusion of liability also applies to slightly negligent breaches of duty by our vicarious agents. The provisions of the Product Liability Act shall remain unaffected.

9.2 If we are liable and the client/customer is not a consumer, the liability of SAI Schweiger GmbH does not include such damages that could not typically be expected.

9.3 If the client/customer suffers damage caused by delay, which is attributable to a breach of duty for which we are responsible, the amount of the delay damage to be compensated for in the case of slight negligence shall be limited to 5% of the order value of the service affected by the delay. If the customer is an entrepreneur, our liability for damages caused by delay is limited to the foreseeable damage typical for the contract, even in cases of gross negligence. The above limitation of liability shall not apply in the case of liability for injury to life, body or health.

9.4 Insofar as a loss of data and information has been recorded, it is rebuttable presumed that all damages exceeding the damage that would have occurred if backup copies had been made regularly and in accordance with the risks involved are due to the fault of the customer/client. This shall not apply if we have contractually committed ourselves to the production of backup copies.

9.5 Claims resulting from liability for damages shall become statute-barred one year after they arise, unless they are based on injury to life, body or health of the customer.

## **§ 10 Liability for infringements of industrial property rights**

10.1 SAI Schweiger GmbH warrants that the performance results provided by it are free of third party industrial property rights and that to our knowledge there are no other rights that restrict or exclude use.

10.2 The client/customer shall be indemnified against claims of third parties who assert an infringement of industrial property rights. The parties undertake to inform each other immediately in writing if claims are asserted against any of them due to

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the infringement of industrial property rights.

10.3 In the event of an infringement of industrial property rights, we have the right, without prejudice to the claims to which the client/customer is entitled, to amend the contractual performance to such an extent that it no longer falls within the scope of protection, but nevertheless complies with the contractual provisions, or alternatively to obtain the authorisation that it can be used without additional costs for the client/customer in accordance with the contractual agreement.

## **§ 11 Obligation of secrecy, data protection**

11.1 The parties shall use all information, data and documents that become known to them in connection with the execution of the order only for the execution of the contract. As long as and insofar as they are not generally known, they shall be treated confidentially, even after the execution of the contract.

11.2 In this context, it is pointed out that data protection for data transfers in open networks, such as the Internet, can not be comprehensively guaranteed. Both parties are obliged to take precautions according to the current state of the art (e.g. virus scanner, firewall, password protection for data) to ensure that third parties do not gain access to confidential data.

11.3 SAI Schweiger GmbH is permitted to electronically process and store all data necessary for order processing.

## **§ 12 Termination**

12.1 If the client/customer terminates the contract before delivery, installation or use of the commissioned service, he is obliged to pay 10% of the order sum to SAI Schweiger GmbH.

12.2 We are entitled to prove that we have incurred higher costs, which are then to be paid by the client/customer.

12.3 The client/customer has the opportunity to prove that we have incurred no costs or lower costs.

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## § 13 Training courses

The following applies to training courses and seminars for which we are the organiser:

13.1 The training location, the target group and the participation fees can be found in the respective training or seminar offer. Payment of the participation fee per person is due immediately upon receipt of the invoice. If payment cannot be received on the working day before the start of the training course, we can exclude the registered participant from the training course. The fee includes seminar documents and refreshments during the event, as far as this is included in the seminar description. The fee does not include hotel costs and any travel and catering expenses. Discounts will not be accepted.

13.2 Registration must be made in writing. If the number of participants is limited, registrations will be considered in the order in which they are received. The registration becomes binding with our order confirmation.

13.3 SAI Schweiger GmbH reserves the right to postpone the training course in space and/or time, to cancel the training course or to appoint another instructor as a substitute in the event of circumstances for which SAI Schweiger GmbH is not responsible, e.g. illness or other failure of the instructor. The same applies in the event of force majeure or other unforeseeable events. In this case, SAI Schweiger GmbH may cancel the training course without observing any deadlines until the start of the event. We commit ourselves to make up for the training after the reason has ceased to exist. Should a participant have already incurred costs for the first journey, SAI Schweiger GmbH will reimburse travel expenses upon presentation of receipts. For travel by car 0,30 € per kilometer will be charged. If carpools were formed, the amount is only due once. No further claims can be made. If the training is postponed, the participants have the right to choose. They can participate in the training on the alternate date or request reimbursement of the already paid the training fee paid. In the event that a training event is cancelled without substitution, already transferred participation fees will be refunded. Further claims, e.g. claims for damages, cannot be asserted.

13.4 Cancellations of registration for a training course must be made in writing. If a participant is prevented from attending, a substitute person can be provided after consultation with SAI Schweiger GmbH at no extra charge. In the event of cancellation, the following fees will be charged:

- up to 28 calendar days before the start of the event: no fee
- up to 14 calendar days before the start of the event: 50% of the full training fee

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- less than 7 calendar days before the start of the event: full participation fee
- in the event of non-appearance on the day of the event (irrespective of the reason): full participation fee

If the non-participation is due to an unexpected serious health impairment, the participant concerned may, on presentation of a corresponding medical certificate, take part in another training course within one year without a new charge, provided that this course is offered at the same value.

13.5 Distributed training documents and presentations are protected by copyright and may not be reproduced or passed on to third parties, in whole or in part, without the written consent of SAI Schweiger GmbH and the respective instructors, especially not by using electronic systems for downloading. The documents and presentations serve exclusively for the personal information of the participant.

13.6 Training success is not guaranteed.

13.7 SAI Schweiger GmbH selects qualified instructors. No liability is assumed for correctness, completeness and topicality of the lecture, presentation and training documents. The same applies with regard to the intended learning objective. Liability for any consequential damages that may arise from incorrect and/or incomplete training documents is also excluded. SAI Schweiger GmbH, its legal representatives or vicarious agents are only liable for damages, regardless of the legal basis of the liability, if it can be proven that SAI Schweiger GmbH, its legal representatives or vicarious agents acted with intent or gross negligence. In the case of negligence, liability is limited to the violation of essential contractual obligations, whereby it must be a matter of contract-typical and foreseeable damages, unless it is a matter of damages from injury to life, body or health. Otherwise, liability for negligence is excluded. Liability under the Product Liability Act remains unaffected.

13.8 Course participants are advised that their personal data will be stored within the scope of the business relationship.

## **§ 14 Applicable law, place of jurisdiction**

14.1 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

14.2 The exclusive place of jurisdiction for merchants, legal persons under public law or a special fund under public law is the registered office of SAI Schweiger GmbH. SAI Schweiger GmbH may also sue the client/customer at his registered office.

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## **§ 15 Severability clause**

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the legal validity of the remaining provisions. The provision in question shall be replaced by a valid provision which comes as close as possible to the intended purpose.

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