

GENERAL TERMS AND CONDITIONS OF BUSINESS (Ts&Cs)

Last updated 7 July 2025

Section 1: General Provisions

1. The following Terms and Conditions shall serve as the basis for determining the scope of the delivery or service. All deliveries and services shall be made on the basis of the present Terms and Conditions together with any separate contractual agreements. This shall apply equally to any future contracts, even if no explicit reference is made to the present General Terms and Conditions. The Customer's conditions of business and of sale shall not apply; we shall not be bound by them even in the event that we do not explicitly contradict them in each case.
2. A Customer is defined as any Party performing its commercial or self-employed commercial activities in concluding the contract, and/or which represents a legal entity under public law or qualifies as a special fund.
3. The written declarations made by both Parties shall serve as the basis for determining the scope of the delivery or service (hereinafter referred to as 'deliveries').
4. All of the provisions in conjunction with the software can be found in the End User Licence Agreement, which can be downloaded separately at <https://en.signotec.com/termsandconditions>.
5. Partial deliveries are permitted provided they are reasonable from the point of view of the Customer.

Section 2: Offer and conclusion of contract

1. Until such time as a contract is concluded, any information provided by us regarding our services and our prices shall remain non-binding and subject to alteration at any time. Such information represents an invitation to treat only. By placing an order for the goods or works concerned, the Customer shall be deemed to have made a binding offer to conclude a contract. The contractually agreed advance payment shall also be considered proof of an order having been placed. Mutual legal transactions shall take place only upon receipt of a written order confirmation drawn up by us, and in any case not later than at the point at which the goods are dispatched. We shall be entitled to accept the Customer's offer within one month, or, in individual cases involving custom-built products, within two months. Should we reject this offer, the Customer shall not therefore be entitled to assert any compensation claims against us.
2. To the extent that any sales staff or trade representatives make any oral ancillary agreements or give any assurances which go beyond the scope of the purchase contract, such agreements or assurances must be confirmed in writing by us at all times.
3. Any descriptions, documentation, drawings or illustrations of goods offered by us, as well as price lists, printed materials, catalogues or our own data storage devices, have been produced by us to the best of our knowledge. Any details given therein are non-binding unless certain characteristics are stated to be

binding, explicitly and in writing. In the event that deliveries are made on the basis of drawings or other information provided by the Customer, and where doing so leads to an infringement of the protective rights of third parties resulting in a claim on our part, the Customer must indemnify us against any claims made by the holder of the protective rights concerned. The Customer shall be obliged to pay to us an appropriate supplement to cover any procedural costs, if requested to do so.

4. Our performance obligation and binding nature of any delivery dates shall be subject to us receiving correct and punctual deliveries from our suppliers. This shall not apply in cases where we are not responsible for any such non-delivery, particularly if a congruent hedging transaction is concluded with us. The Customer shall be informed immediately if a service becomes unavailable. Any consideration shall be reimbursed immediately.
5. VAT-exempt billing for intra-Union customers can only be carried out if we have received a tax declaration from the Customer, including an EU VAT ID number. Should the Customer fail to pay duties or taxes, we shall be entitled to issue the Customer with an additional invoice.
6. Deliveries outside of the European Community shall not be subject to VAT. The Customer shall be obliged to obtain proof of export from the customs office at the border concerned, and to send this proof to us within 14 days.
7. If the Customer orders the goods electronically, we shall confirm receipt of the order in question within 5 working days. The confirmation of receipt shall not, however, constitute binding acceptance of the order in question. The confirmation of receipt may be combined with the order confirmation as well. If the Customer orders the goods and/or service electronically, we shall save the contractual text and/or performance specification (product text, etc.) and send this information along with the Ts&Cs to the Customer via email, upon request to do so.
8. Our prices are based on the calculation factors applicable on the date the order is placed. All prices stated previously shall no longer apply as of the date price changes are notified. The minimum order value for each order placed shall be € 250.00. Sample consignments shall be excluded from this. For orders of € 250.00 or less, we shall be entitled to reject the order or add on a minimum order surcharge of € 25.00. The Customer shall be entitled to provide evidence that no such minimum order surcharge, or a significantly reduced minimum quantity surcharge, is owed.
9. For prices quoted inclusive of EU customs duties, we shall be entitled to invoice in accordance with updated customs regulations, and in deviation from the purchase contract, in the event that the applicable EU customs duties are increased between the point at which the offer is submitted and the date of delivery. This provision shall apply only in the event that we were not aware of the new customs duties at the point at which the offer was submitted.

Section 3: Delivery, installation, acceptance

1. Delivery deadlines and delivery periods shall be binding only where they have been explicitly confirmed as such in writing by us. The delivery period shall not begin until such time as all the details of performance have been clarified. In the event that retrospective alterations to the contract are agreed, the delivery

deadline must be re-negotiated.

2. We reserve the right to alter the design, shape or colour of the goods during the delivery period provided that this does not alter the function of the purchased object and that such changes are reasonable from the Customer's point of view. Changes for reasons of technical progress may be made at any time, with no requirement to provide notice.
3. The delivery period shall be extended to an appropriate extent - including within any period of arrears - upon the occurrence of force majeure, such as mobilisation, war, riot or environmental incidents, and all unforeseen obstacles occurring after conclusion of the contract for which we are not responsible, insofar as such obstacles can be proven to have a material influence on the delivery of the sold item. This shall also apply if these circumstances arise for our suppliers and their own sub-suppliers. We shall notify the Customer of the start and end of such obstacles as soon as possible. The delivery periods shall be extended by the period of time in which the Customer is in arrears with its obligations owed to us, both within the current business relationship as well as from other contracts.
4. We shall be entitled to withdraw from the contract should it become apparent that, despite the conclusion of appropriate contracts with our suppliers, they will not deliver the products/services to us that are necessary to perform the contract, or will not do so within a reasonable period of time.
5. Our statements on delivery dates shall always be of a non-binding nature for all goods that are not yet located in our warehouse, but still need to be delivered to us, at the time the contract is concluded.
6. Compliance with deadlines for deliveries shall be contingent upon the timely receipt of all documentation to be provided by the Customer, of any approvals and certifications required (in particular of plans), and compliance with the agreed terms in respect of payments and any other obligations on the part of the Customer. In the event that these requirements are not met in a timely manner, the timescales shall be extended accordingly, except where the delay can be attributed to us.
7. Where the delivery by us constitutes an import transaction, our obligation to deliver shall be additionally subject to the timely receipt of monitoring documentation and import approvals for any materials required to produce the goods concerned.
8. In the event that, at the Customer's request, dispatch or delivery is delayed by more than one month following notification of readiness for delivery, the Customer may be charged a storage fee for each month of storage commenced. This fee shall amount to 0.5% of the net price of the objects to be delivered, up to a maximum of 5%. The Parties to the contract shall retain the right to demonstrate that greater or lesser storage costs have been incurred.
9. The Customer may withdraw from the contract without giving notice if it ultimately becomes impossible for us to render total performance prior to the passing of risk. The Customer may also withdraw from the contract if performance of a portion of the delivery becomes impossible or it has a legitimate interest in rejecting the partial delivery. Should this not be the case, the Customer must pay the contractual price attributable to the partial delivery. The same shall apply if we are unable to render performance. Section 9 (Other liability) shall apply to all

statutory compensation claims by the Customer.

10. In the event that prerequisites determined for installation (such as electricity or network connections, the right to install system software, the nomination of an appropriate point of contact within the Customer's organisation, etc.) are not in place, the Customer shall be liable for any additional costs incurred as a result (such as travel costs, overnight accommodation, overtime, etc.).
11. Once the installation process is finished, the Customer shall complete an acceptance report to confirm the various functions work and are free from defects following installation. If an acceptance report is not issued, the software shall be regarded as having been accepted two weeks after the delivery date if no defects have been reported by the Customer.
12. The Customer shall not be entitled to refuse to accept deliveries as a result of minor defects. Specifically, a defect shall be deemed to be minor in the event that it does not restrict the ability to make use of the contractual service, or does so only to an insignificant extent.

Section 4: Prices and payment

1. Unless otherwise agreed in writing, our prices are given in euros and are subject to the statutory rate of VAT.
2. Unless otherwise stated in the confirmation of order, the prices apply for deliveries from Rodewald (Lower Saxony, Germany) or our nominated storage location. They do not include set-up, commissioning and installation costs (see separate installation terms and conditions), nor do they cover packing, freight, import duties, postage or insurance costs. The Customer shall be invoiced for these costs separately.
3. All payments must be made exclusively to us for the purposes of discharging obligations.
4. Unless expressly agreed to the contrary in writing, all payments must be made in full and without deductions immediately upon receipt of the delivery concerned. We reserve the right to demand cash payments on delivery or advance payments at our discretion. Where delivery on open account (term of credit) is requested, we must be in a position to carry out a credit check.
5. We shall pass on any generally applicable falls in prices/fees to the Customer. The fall in price and/or fees shall take effect for amounts due upon or following entry into force of the price change in question. Prices may be increased without notice. However, any such purchase price increase shall not impact existing contracts if we received the Customer's order prior to the price increase being announced and we deliver the contractual item within two months of receiving the Customer's order.
6. VAT will be charged at the rate applicable at the time the service is provided. In the event that the rate of VAT is changed during the term of the contract, the periods during which each rate of VAT applies shall be deemed to have been agreed separately.
7. In the event that installation or configuration has also been agreed, and unless agreed to the contrary, the Customer shall bear all necessary incidental expenses,

including travel costs, the cost of transporting the equipment and personal baggage and subsistence allowances, in addition to the contractually agreed remuneration.

8. The Customer shall be entitled to offset via counter-claims only in the event that, and to the extent that, such counter-claims are undisputed, have been legally recognised by a final ruling or uncontested by us. This shall apply equally to the assertion of rights to refuse performance and assertion of rights of reservation by the Customer.
9. Should the agreed payment terms be exceeded, we shall be entitled, subject to the assertion of further compensation claims if the Customer is in arrears, to demand late payment interest amounting to 9 percentage points above the respectively applicable basic rate of interest according to Section 288 (2) Bürgerliches Gesetzbuch [German Civil Code – BGB] p.a. without sending a reminder or setting a deadline. The Customer shall be automatically in default 30 days after the due date and receipt of an invoice in accordance with Section 286 (3) BGB.
10. In the event that the Customer falls culpably into arrears with regard to the payment of a significant sum, the contractually agreed purchase price and/or the contractually owed remuneration shall become due for payment immediately. This provision shall apply equally in cases where, following the conclusion of the contract, it becomes clear that our claim for payment is jeopardised by the Customer's lack of ability to pay, or where other circumstances arise subsequent to the conclusion of the contract suggesting a significant deterioration in the Customer's ability to pay. In such cases we shall also be entitled to make use of the rights granted to us pursuant to Section 321 BGB.

Section 5: Invoicing and Verification

1. Offers, order confirmations, and invoices issued by signotec GmbH are generally created in PDF format and sealed with an advanced electronic seal in accordance with Article 36 of Regulation (EU) No. 910/2014 (eIDAS Regulation).
2. These documents are considered legally binding only if they are provided with such an electronic seal that can be technically verified by the recipient.
3. Electronically sealed documents are sent exclusively from email addresses with the domains @signotec.de or @signotec.com. Documents originating from other sources or domains are considered unauthorized and invalid.
4. Invoices in the XML format, which are issued at the explicit request of the customer, are not sealed. Nevertheless, they are considered legally valid as long as they originate from an authorized sender address.
5. The customer is obliged to verify the authenticity and integrity of the received documents as well as the sender's address before further processing.
6. In case of doubts about the authenticity of a document or the sender, or if bank details differ from those previously communicated, the customer must consult signotec GmbH before making any payment.

7. signotec GmbH assumes no liability for damages, payments, or claims resulting from the use of forged or manipulatively altered documents, particularly if they do not originate from the aforementioned domains or are not provided with an electronic seal.

Section 6: Dispatch and passing of risk

1. Risk shall pass to the Customer at the point at which the object to be delivered leaves our storage facility (warehouse ramp). This also applies where partial deliveries are to be made or where we have also agreed to provide other services, such as payment of dispatch costs or delivery to the premises and setup work. If a formal acceptance is to take place, risk shall be deemed to have passed upon acceptance. This acceptance must take place without delay and at the agreed time, or alternatively following notification that the object concerned is ready for acceptance. In the event of a minor defect, the Customer shall not be entitled to refuse acceptance.
2. In the event that dispatch or acceptance is delayed or fails to take place as a result of circumstances for which we are not responsible, risk shall pass to the Customer on the date on which notification of readiness for dispatch and/or readiness for acceptance is issued.
3. The goods will be dispatched non-carriage paid. In the event that we have agreed to bear transport costs, we shall be entitled either to deliver carriage paid, or to reimburse freight costs envisaged under the contract. Additional costs which may arise as a result of expedited, express or air freight delivery services requested by the Customer, or because of particular characteristics of the goods, shall be charged to the Customer in all such cases. This provision shall apply equally to additional freight costs associated with deliveries over longer distances than those stipulated in the contract. Unless agreed to the contrary, the dispatch route and delivery method used shall be of our choice.
4. In the event that dispatch is delayed at the request of the Customer, or as a result of any fault on the part of the Customer, the costs associated with storing the goods shall be borne by the Customer. Under such circumstances, notification of readiness for dispatch shall be deemed equivalent to dispatch itself. Otherwise risk shall generally pass to the Customer when the goods are transferred to a haulage or delivery company, and shall pass in any case no later than the point at which the goods leave the storage facility.
5. Desired packaging, or packaging we deem essential (cardboard cartons or boxes) will be charged and will not be retrieved. Any reduction of the final billed price to cover proportionate recycling costs or fees incurred by the Customer is excluded.
6. The reporting deadlines must be observed and complied with for transport damage. These deadlines are currently set at two (2) working days. If damage is identified, the Customer shall be subject to a duty to cooperate. The Customer must take all necessary measures in order to minimise any damage as far as possible. Any damage assessment and loss adjustment assessment shall be carried out by us or by our authorised representative. The Customer shall not be entitled to refuse payment in the event of damage. Indeed, the full sum invoiced by us shall be due by the same deadline as it would have been had no damage been sustained.

Section 7: Arrears, non-performance

1. In the event that we fall into arrears with regard to the provision of a contractually owed service, the Customer shall initially be entitled to set us an appropriate period of time within which the service must be provided. Should this period expire fruitlessly, the Customer shall be entitled at its discretion to withdraw from the contract and to demand compensation within the terms set out in Paragraph 2 (Compensation) below in lieu of the service. During the period of time set by the Customer, we shall be entitled to demand an explanation of whether the Customer intends to withdraw from the contract after expiry of the deadline or insist on performance. We shall remain entitled to render performance until the Customer's explanation is received.
2. The Customer shall not be entitled to withdraw from the contract where we are not responsible for the delay in the delivery or service. The Customer's right of withdrawal pursuant to Section 3 (10) (specifically regarding definite inability to provide the service) shall remain unaffected.
3. Compensation in lieu of performance in the event of arrears in accordance with Paragraph 1 shall be limited to 8% of the contractually agreed remuneration. Compensation claims for lost profits shall be excluded. These restrictions shall not apply if these arrears are attributable to gross negligence or intent on our part (including that of our statutory representatives and agents). These restrictions shall not apply either in cases of injury to life, limb or health owing to the arrears. Damages for delay shall form part of the compensation in lieu of performance. Lump-sum damages for delay shall be accounted for in particular in accordance with Paragraph 4 below.
4. In the event of arrears, where damage is incurred as a result of such arrears, the Customer shall be entitled to flat-rate compensation as follows:
 - a) From the eighth calendar day of any arrears, for each subsequent week (defined as 7 calendar days) the Customer shall be entitled to a flat-rate payment amounting to 0.5% of the agreed net remuneration for the portion of the deliveries which could not be used for an appropriate purpose as a result of the arrears. The total sum payable in flat-rate compensation shall not, however, exceed 5% of the aforementioned net remuneration.
 - b) The total sum payable in flat-rate compensation shall be limited to 5% of the agreed total remuneration for each contract concerned.
 - c) We shall be entitled to provide evidence that the Customer has actually incurred less damage than the lump-sum amount. Should this be the case, only the actual damage incurred shall be compensated.
 - d) If the actual damage incurred is higher than the lump-sum amount, the actual damage incurred shall be compensated if these arrears were caused by gross negligence or intent on our part (including that of our statutory representatives and agents) or if they resulted in injury to life, limb or health.
5. Any inversion of the statutory distribution of the burden of proof to the detriment of the Customer is not associated with the provisions laid down in the present

Section 6.

6. In the event of arrears, any claims by the Customer beyond those regulated in the present Section 6 shall not be considered.

Section 8: Claims for defects (material defects)

1. Definition – No warranty

The Parties agree that it is impossible to develop information technology products in such a way that they will be error-free in all usage conditions. These products are subject to continuous development, particularly as a result of new scientific and technological findings. In addition, the products are used by the Customer in a way that is beyond our control; this relates, for example, to the system environment, hardware, operation, data backup, etc. In addition, services or products created, adapted or selected using customer information as the basis are also based on information provided by the Customer itself. Ultimately, our signature verification software is able to analyse matching and distinguishing features without, however, being able to guarantee that two signatures are actually attributable to one and the same person.

With this in mind, we cannot therefore give assurances to the Customer that the product can be used without interruptions or errors. Furthermore, the circumstances below shall not, by their very nature, constitute any material defect affecting the product delivered by us and/or the service provided by us:

- a) the fact that the products and services are subject to further development or improvement;
- b) any disruption to the operation of software owing in particular to interactions with other software installed by the Customer or use on incompatible data systems owned by the Customer; this applies in particular to combinations of our software and the Customer's other software that are not governed explicitly by this contract;
- c) any disruption to the operation of software in particular caused by its use within a system environment other than that contractually agreed;
- d) any disruption caused by the unsuitability of the Customer's hardware or disruption to the Customer's hardware; this specifically includes faulty installation or commissioning of hardware; hardware defects, incompatible hardware, use on third-party hardware, faulty or defective data storage devices, outside influences such as heat, chemical or electrochemical substances and electricity, unsuitable operating materials, substitute materials, defective building works, unsuitable foundations, natural wear and tear;
- e) any disruption to the operation of software caused by unsuitable or improper use by the Customer; this specifically includes alteration by the Customer, faulty installation by the Customer, other forms of erroneous or careless handling;
- f) any disruption to the operation of software which can be attributed to errors during data transfer;

- g) any disruption to the operation of software which can be attributed to faulty, imprecise or otherwise defective definition of the requirement profile by the Customer;
- h) inaccurate results generated by the signature verification software, unless the error in question is already evident following an external inspection without the use of technical aids;
- i) any disadvantages which may be caused to the Customer because our services are not used in accordance with statutory requirements; regarding products for electronic signature, the above provisions shall apply in particular where, for legal reasons, the electronic form is not sufficient to make a declaration or document effective. We are not subject to any duty to ensure that our services are used on the Customer's premises in a way which is both legal permissible and suitable. The Customer shall bear sole responsibility in this regard;

In cases such as those highlighted in Points (b) to (i), the Customer shall remain entitled to provide evidence that any disruption arising cannot be attributed to the circumstances referred to in each case.

2. No own guarantees provided – Manufacturer and supplier guarantees

Agreements regarding the quality of our services do not constitute guarantees of quality or durability within the meaning of Section 443 BGB. To the extent that we pass on to the Customer any manufacturer or supplier guarantees relating to a specific product, this does not imply that we are ourselves providing any guarantee to the Customer.

3. Minor material defects

If the defect concerned is a minor defect only, the Customer shall have no right to claim compensation for material defects by definition. This provision shall apply in particular where the use of the product delivered by us (including software) on the Customer's premises for the purpose notified to us is not restricted, or restricted to only an insignificant extent.

4. Reproducibility/ability to identify material defects

In addition, the Customer shall be entitled to claim for material defects only in the event that the defect concerned is identifiable or reproducible.

5. Exclusion of claims for material defects in used items

Where, on the basis of a contractual agreement, we have made explicitly clear to the Customer that the goods concerned are in 'used' condition, any claim for material defects on the part of the Customer shall be excluded.

6. Customer's duty of notification

The Customer is obliged to notify us immediately of any material defects (in particular therefore of disruption to operation) and, at the same time, to provide us with all information known to the Customer which may be appropriate for analysing the material defect and its causes.

7. Exclusion of claims for defects

We shall not in principle be liable for defects that the Customer is aware of, or is not aware of owing to gross negligence, at the time the contract is concluded (Section 442 BGB). The Customer's claims for defects are also based on the assumption that it has observed its obligations to examine and give notice of defects (Sections 377 and 381 Handelsgesetzbuch [German Commercial Code – HGB]).

8. Setting of deadlines, subsequent performance and duty of subsequent performance

The Customer undertakes to set us a deadline to provide subsequent performance. We may choose, at our discretion, to carry out subsequent performance by means of rectifying the defect, circumventing the defect, or arranging a replacement. Should it be appropriate to install a new release of any software in order to avoid or rectify defects, the Customer shall be obliged to do so unless this cannot be reasonably expected of the Customer on the grounds of significant deviation from the contractually agreed specifications. Subsequent performance can also be realised by providing the Customer with instructions over the telephone, in writing and by electronic means.

9. Setting of subsequent deadlines, discount, withdrawal

If we are unable to provide subsequent performance by the deadline referred to in Paragraph 8 above, the Customer shall be entitled to set an appropriate subsequent deadline. In the event that we are unable to provide subsequent performance by this subsequent deadline, the Customer shall be entitled to offset the remuneration as appropriate (discount) or to withdraw from the contract. In the event of withdrawal, we shall be entitled to claim appropriate compensation for the use the Customer has made of our delivery or service. Provided that the statutory requirements for a compensation claim obtain, the Customer shall be entitled to demand compensation as set out in Paragraph 10 below in addition to the right to exercise its right of withdrawal.

10. Compensation

Should the Customer demand compensation owing to a material defect in accordance with Paragraph 9 above, the claim amount shall be limited to 8% of the net contractual remuneration attributable to the partial performance impacted by the material defect. Compensation claims for all material defects shall be limited to an amount totalling 8% of the total net contractual remuneration. Compensation claims for lost profits shall be excluded. These restrictions shall not apply if the material defect in question was caused by gross negligence or intent on our part (including that of our statutory representatives and agents), was fraudulently concealed, resulted in injury to life, limb or health, related to a breach of material contractual obligations, or there is liability for such a defect based on the provisions of the German Product Liability Act (Produkthaftungsgesetz) or according to Section 82 of the General Data Protection Regulation (GDPR). Any inversion of the burden of proof to the detriment of the Customer is not associated with the provisions laid down in the present Section 10. The provisions laid down in Section 9 (4) shall apply to data changes and data losses.

11. Expiry of claims for material defects

All Customer claims for material defects shall expire after 12 months from the date on which the statutory limitation period begins. This shall not apply if longer periods are stipulated by law in accordance with Section 438 (1) (2) (buildings and items used for buildings), Section 479 (1) (right of recourse) and Section 634a (1) (2) (building defects) BGB.

12. Customer's right to refuse performance

Where a material defect is notified, the Customer shall have a right to refuse performance in relation to any claims due on our part only where the justification cited in the notification of defects has been recognised by us and is not disputed.

13. Expenses incurred in rectifying defects

Any claims by the Customer owing to necessary expenses incurred for the purpose of subsequent performance, including in particular transport, road, labour and material costs, shall be excluded.

14. Claims for material defects relating to the delivery of third-party products

If we have explicitly supplied software, interfaces, etc. to the Customer as third-party products and are unable to rectify existing defects ourselves, we shall have the option to assert warranty claims against the manufacturers and suppliers for the account of the Customer or cede these claims to the Customer. In the event of defects of this nature, subject to the other requirements being satisfied, and subject to these General Terms and Conditions of Business, warranty claims against us shall only exist if judicial enforcement of the aforementioned claims against the manufacturers or suppliers in question has failed, or has no prospect of success due to insolvency, for example. The limitation period for the relevant warranty claims by the Customer against us shall be suspended for the term of any legal dispute.

15. Unjustified notifications of defects

If the customer wrongly submits a notification of material defects, it undertakes to compensate us for the expenses we have incurred as a result. This applies in particular to expenses incurred in examining a complaint (plus travel expenses), as well as any attempts to rectify faults that were not attributable to a material defect.

16. Customer claims for recourse where goods are forwarded to a consumer

The Customer shall be entitled to assert claims for recourse against us pursuant to Section 478 BGB (Recourse of the entrepreneur) only if the Customer has not reached any agreements with the Customer's end recipient over and above statutory claims for defects. In addition, the provisions of Section 7 (13) of the present Terms and Conditions shall also apply accordingly to the scope of the Customer's claim for recourse against us pursuant to Section 478 (2) BGB.

17. Substitution of products

To the extent that products have to be substituted in order to satisfy the Customer's claims for defects, ownership of the product substituted (hereinafter

referred to as the 'substituted product') shall pass to us, provided it is not covered by the reservation of ownership and is not already in our possession. The Customer confirms that the substituted product is in its original condition. The replacement made available by us may be a used product, provided it is in fully functional condition. It shall have at least the same functionality as the substituted product. The replacement made available by us shall have the same warranty status as the substituted product. Prior to the substitution of a product or any component the Customer shall remove all additional facilities, parts, options and alterations not delivered by us. The Customer further confirms that the substituted product is not encumbered by third-party rights which might militate against its substitution.

18. Services outside the scope of the contract

Where the Customer is provided with technical documentation, software or other data without there being any contractual obligation to do so, the Customer shall take delivery of such items in the condition offered. Such documentation, software and data shall no longer be maintained by us. It is possible that it may already be technically obsolete. In incorporating these Ts&Cs into the contract, the Customer confirms that it is aware of this. Any claims for material defects by the Customer in relation to such documentation, software and data shall not be considered.

19. Concluding provision

In the event of material defects, any claims by the Customer beyond those regulated in the present Section 7 (and references) shall not be considered.

Section 9: Claims for defects (defects of title)

1. Unless otherwise agreed, we are obliged to carry out the delivery in the destination country only, free of commercial protective rights and third-party copyright (hereinafter referred to as 'protective rights'). Should we fail to meet this obligation, the provisions set out in Paragraphs 2 to 7 below shall apply. For Customer claims for all other defects of title, Section 7 of the present Terms and Conditions (reference to the provisions regarding material defects) shall apply.
2. In the event that a third party asserts justified claims against the Customer based on a claim that our services – assuming these have been used by the Customer in accordance with the contract – infringe third-party protective rights, we shall be obliged to do one of the following, at our own expense and at our discretion:
 - a) To alter or replace our service such that it does not infringe the protective right concerned, while ensuring it continues to demonstrate the contractually agreed characteristics in terms of performance and function in a way which is reasonable from the Customer's point of view.
 - b) To indemnify the Customer from any licence fees or similar payable to the third party for the use of the service.
3. In the event that we are unable to resolve the problem as set out in the foregoing Paragraph 2, or cannot do so under reasonable and appropriate conditions, we shall inform the customer of this fact and forbid the Customer to use the service affected by the third-party protective right. The Customer shall be obliged at our discretion either to delete the service, including all copies and documentation, immediately (this shall apply for software in particular) or to surrender the service

to us without delay. Under such circumstances, the Customer may not continue to use the service, and must ensure there is no further infringement of the third party's protective rights.

4. Under the circumstances described in Paragraph 3 (situation cannot be rectified) we shall be obliged to refund to the Customer the remuneration paid to us by the Customer for the service affected by the third party's protective right. However, we shall be entitled to deduct an appropriate sum from this amount in order to reflect the time during which the Customer used our service. We shall be held liable for any further damage incurred by the Customer as set out in Section 9.
5. Should the situation as laid out in Paragraph 2 arise (namely the assertion of claims by the holder of property rights against the Customer), claims by the Customer against us shall only apply on the condition that
 - a) the Customer informs us immediately of the assertion of claims by a third party,
 - b) the Customer does not acknowledge the alleged infringement of protective rights, and
 - c) the Customer either leaves the dispute with the third party, including any out-of-court settlements, for us to resolve or handles such disputes exclusively in agreement with us.
6. Should this be the case, we undertake to bear the costs incurred by the Customer for legal defence purposes (including in particular court and lawyer's fees). If the Customer chooses to stop using the service in the interest of reducing losses or for other good cause, the Customer undertakes to provide a clear explanation to the third party in question that there is no acknowledgement of the alleged infringement of protective rights associated with the termination of use.
7. Where any infringement of protective rights is the responsibility of the Customer, any claims under Paragraphs 1 to 5 above are excluded. This shall apply equally where and to the extent that the infringement of protective rights is caused by a use on the part of the Customer which we could not have foreseen, or by the fact that our delivery/service has been changed by Customer or has been used together with products which were not delivered by us. Claims by the Customer under Paragraphs 1 to 5 shall not exist either if the infringement of protective rights is down to specific instructions issued by the Customer.
8. In the event of infringements of protective rights, claims by the Customer regulated by Paragraph 2 above shall be covered by the provisions of Section 7 (12), 7 (15) and 7 (16) (regarding the right to refuse performance, unjustified complaint and recourse in the event goods are forwarded to a consumer) accordingly.
9. For all defects of title other than infringements of third-party protective rights, the provisions of Section 7 regarding material defects shall apply accordingly. This applies equally and in particular to the limitation of the liability for compensation (Section 7 (10)) and to the expiry period for claims (Section 7 (11)).
10. In the event of defects of title, any claims by the Customer beyond those regulated in the present Section 8 (and references) shall not be considered.

Section 10: Other liability

1. We shall be held liable for damage caused by the culpable breach of a contractually significant duty by us (including by our statutory representatives and agents) in such a way as the attainment of the purpose of the contract is jeopardised. Where, in such circumstances, our behaviour (including that of our statutory representatives and agents) amounts to careless negligence only, liability shall be limited to the damage that might typically be expected to have been incurred as of the conclusion of the contract. This liability shall not extend to indirect damage, consequential damage and lost profits incurred by the Customer.
2. Further, we shall be held liable for damage attributable to gross negligence or intent on our part (including that of our statutory representatives and agents).
3. Any further liability on our part shall be excluded. However, this shall not apply to cases involving injury to life, limb or health or liability according to the German Product Liability Act (Produkthaftungsgesetz). We shall have unlimited liability in such cases in accordance with the statutory provisions in place.
4. The Customer shall be obliged to back up its data on a regular basis. In the event of a loss of data or changes to data on the Customer's premises caused by minor negligence on our part, we shall be held liable for the expenses associated with recovery, on condition that the Customer had performed a proper backup of the data immediately prior to the measure which resulted in the data loss. In cases involving gross negligence/intent on our part, we shall be held liable for the expenses associated with recovery such as would have been required had the Customer performed a proper backup of the data concerned. Even in such cases, we shall not be held liable for any additional recovery expenses which can be attributed to the lack of proper data backup by the Customer.
5. With regard to our liability in the event of arrears, material defects and defects of title, the appropriate provisions under the present Section 6 (for arrears), Section 7 (for material defects) and Section 8 (for defects of title) shall apply, exclusively and finally. The content of the present Section 9 shall apply only to the extent that the regulations listed above refer to it.
6. The liability provisions of the present Section 9 are not associated with any inversion or alteration of the burden of proof to the detriment of the Customer.
7. Any other liability in relation to the Customer beyond that set out in the present Section 9 shall not be considered.

Section 11: Reservation of ownership

1. We shall retain ownership of the delivered product until such time as the full purchase price has been paid. For products that the Customer receives from us as part of an ongoing business relationship, the product will similarly remain our property until such time as all demands for payment by us arising from an ongoing business relationship with the Customer have been settled, including any demands which may arise in future. Where the value of all the secured rights to which we are entitled exceeds that of all secured claims by over 20%, we shall release an appropriate portion of the secured rights at the Customer's request.
2. While our reservation of ownership remains in force the Customer shall not be entitled to pledge or cede the goods. The Customer may sell the goods on to re-

sellers only as part of the normal course of business, and only on the condition that the re-seller either receives payment from its customer or asserts a reservation stating that ownership is only transferred to that customer once it has made all required payments. The Customer hereby assigns to us all the Customer's claims arising from resale, together with all subsidiary rights, to the value of all the claims against the Customer to which we are entitled. We hereby accept the assignment. Until such time as the contract is revoked, the Customer shall be entitled to recover the assigned receivables on its own behalf. Revocation shall be valid only if the Customer falls into arrears with regard to payment.

3. Whenever the Customer works with or processes the goods, it does so on our behalf and according to our instructions. In the event that the goods are processed using any objects not owned by us, we shall acquire co-ownership of the resulting new item. Our stake shall be proportionate to the value of the product delivered by us as a percentage of the other objects used for processing. This provision shall apply equally where the product is mixed with other items not owned by us.
4. The Customer is obliged to inform us without delay of any access by third parties to the product, for example in the event of a pledge, as well as of any damage or destruction of the goods concerned. The Customer must report any change in the ownership of the goods or in the Customer's own place of residence immediately.
5. In the event of breach of obligations by the Customer, and in particular in the event of payment arrears, and following the fruitless expiry of a deadline for the Customer to fulfil its obligation, we shall be entitled to withdraw from the contract and to retrieve the goods. The statutory provisions regarding the lack of any requirement to set a deadline shall remain unaffected. The Customer shall be obliged to surrender the goods under these circumstances.
6. Where maintenance and inspection work is required, the Customer must carry out such work on a regular basis at its own expense.
7. The Customer is obliged to handle the purchased object with due care. Specifically, the Customer is obliged to ensure the item is sufficiently insured against theft, breakages, fire, water and other forms of damage to its replacement value, and to provide us with proof of having done so without delay. If the Customer fails to provide evidence that insurance has been taken out, we shall be entitled to conclude our own insurance arrangements as detailed above, at the Customer's expense.
8. In the event that the third party is not in a position to reimburse to us the court and out-of-court costs of legal action pursuant to Section 771 Zivilprozessordnung (German Code of Civil Procedure – ZPO) or of other measures required in order to protect our rights, the Customer shall be held liable for any resulting loss.

Section 12: Use of the software

1. Where software is contained within the scope of the delivery, the Customer shall be granted a non-exclusive right to use the delivered software, including its documentation. The software shall be provided for use on the object to be delivered intended for this purpose. Use of the software on any system(s) other than that agreed is not permitted.

2. Our Software Licensing Terms and Conditions shall apply here, which can be downloaded at <https://en.signotec.com/termsandconditions>.
3. The Customer may duplicate, overhaul or translate the software or convert object code to source code only to the extent permitted by law (see Sections 69a et seq, Urheberrechtsgesetz) [German Copyright Act - UrhG]. The Customer undertakes not to remove manufacturer's details – in particular copyright markings – or to change them without our prior express authorisation.
4. All other rights to the software and to the documentation, including copies, shall be retained by us and/or the software supplier. The granting of sub-licences is not permitted.
5. In addition, the software manufacturer's Licensing Terms and Conditions shall also apply to third-party products; the Customer hereby declares its agreement with these Terms and Conditions.

Section 13: Data protection

1. We shall generally only process our Customers' personal data insofar as this is necessary to provide our content and services. Our Customers' personal data shall only be processed on a regular basis subject to the consent of the user. An exception to this shall apply in cases where prior consent cannot be obtained for factual reasons and the processing of data is permitted by way of statutory provisions in force. Such processing shall always be conducted in accordance with the EU General Data Protection Regulation (GDPR) and in line with the country-specific data protection provisions applicable to signotec GmbH.
2. You can view detailed information on our data protection policies at any time by accessing our Privacy Notice at <https://en.signotec.com/privacynotice>.

Section 14: Disposal of old devices

1. The Customer shall bear the costs of uninstalling the delivered objects from the site, as well as of their transport from the site and disposal. This shall apply in particular to electrical devices pursuant to the German Elektrogesetz (Electric and Electronic Equipment Act – ElektroG) of 16 March 2005 (Federal Legal Gazette 2005 Part I No. 17 of 23 March 2005). Where the Customer moves the delivered items to an EU Member State other than Germany, it must comply with the national regulations transposing Directive 2002/96/EC of 27 January 2003 (WEEE).
2. The Customer shall retain the right to dispose of the delivered objects at their own risk, in compliance with the requirements of the ElektroG. At the Customer's request, signotec (or a third party commissioned by signotec) shall provide this service, which shall be chargeable at the signotec disposal rates in force at the time the service is rendered.
3. Where electronic devices are transferred to third parties, the Customer undertakes not to transfer these delivered objects to private households within the meaning of Section 3 (4) ElektroG, either free of charge or for a fee. In addition, the Customer undertakes to ensure that the third party is bound to bear disposal costs, including transport costs, and is forbidden to sell to private households in accordance with the present clause. In the event of onward transfer, the third party must also ensure the end customer is similarly bound by

this clause.

4. The Customer shall exempt signotec and its subsidiary companies from any claims that third parties may assert against signotec in association with the disposal and transportation of the delivered objects and/or which may arise against signotec as a result of disposal and transportation of the delivered objects from the site.
5. The foregoing obligations shall remain in force beyond the expiry of the main contract.

Section 15: Place of jurisdiction, choice of law, place of performance

1. If the Customer is a merchant (Kaufmann) within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or qualifies as a special fund, the sole place of jurisdiction, including for international transactions, for all disputes arising directly or indirectly from the contractual relationship shall be our head office domiciled in Ratingen. The same shall apply if the Customer is an entrepreneur (Unternehmer) within the meaning of Section 14 BGB. We shall, however, be entitled in all cases to take legal action at the place of performance of the obligation to deliver in accordance with these Ts&Cs and/or overriding individual agreement or at the general place of jurisdiction of the Customer. Any overriding statutory provisions, including in relation to exclusive jurisdictions, shall remain unaffected.
2. The business relationship between the Customer and ourselves shall be exclusively subject to the law of the Federal Republic of Germany. Applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.
3. The place of performance shall be our registered headquarters, provided that the law does not mandate another location or another location has been effectively agreed.

Section 16: Final provisions

1. Should any provisions of the contract concerned be or become legally ineffective or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions of the contract. The Parties to the contract shall replace the ineffective or unenforceable provisions with a provision which comes as close as possible to the original intention of the Parties to the contract. The same shall apply in the event that any gaps are found within the contract.
2. Ancillary agreements to the present contract are invalid. Unless expressly provided otherwise in the contract or the General Terms and Conditions, alterations and supplements, along with any ancillary agreements, shall be deemed ineffective unless made in writing and signed by both Parties to the contract. The same shall apply to any waiver of written form requirements.
3. Unless otherwise agreed or stipulated by law, we are not obliged to provide services if the place of performance is located outside of the Federal Republic of Germany.