

General terms and conditions of the company C.A.T.S. Software GmbH, as of 01-2018

§ 1 General Conditions

- The subsequent conditions are binding, after nothing is written below. They are processed with the execution of the order. We infer our own rights based on our terms and conditions. We do not have general terms and conditions of our contractual partners contracts even if we do not speak broadly in individual cases.
- Our GENERAL TERMS AND CONDITIONS also apply to all subsequent consequences, even if it is not repeated at the time of conclusion.
- Ancillary talks and additional and supplements to the contract are only legal if they are received from us in writing.

§2 Binding nature of offers

Our offers are always non-binding.

§3 Order acceptance

All orders are stated as being accepted if they are carried out by us in writing. This form can only be written as follows.

§4 Prices

Die in our quotes, order confirmations and accounting prices, to understand, to care, to care.

§5 Deliveries and delay in delivery

- Delivery dates and deadlines, which can be binding or non-binding, are specified in writing.
- In the event of possible violence or other unpredictable, not for us sales-related, such as Riots, operating conditions, strikes, lockouts or delivery bans on the part of the assassin, the right delivery time belongs to the duration of the relationship.
- Claims for damages by the buyer due to delayed delivery, even after the expiry of an approximate deadline set by us, are heard. This is not gilded, we are probably liable for intent or rough driving control.

§6 Transfer of risk

- The dispatch takes place at the risk of the buyer. In the case of delivery and installation by us, the risk is transferred to the buyer upon acceptance. This also applies to partial deliveries and if carriage paid delivery has been agreed.
- If the buyer does not make a determination in good time before the expiry of the delivery period, we will select the means of packaging and transport as well as the shipping, but we are only liable for gross negligence and intent. Transport is insured at the customer's expense.

§7 Terms of payment

- All deliveries of goods are payable within 14 days, strictly net, without any deductions.
 - Services are to be paid for net within 7 days without any deductions.
- The payments are deemed to have been made on the day on which we can dispose of the amount and, if not allocable, will be offset against the oldest due debt.
- Checks are only accepted on account of payment and are only considered payment after they have been cashed.
 - Offsetting with counterclaims of any kind is excluded, unless the counterclaim is undisputed or has been legally established.
 - If the buyer is in default of payment, we are entitled to charge interest on arrears at a rate of 5% above the Bundesbank discount rate. We reserve the right to assert further damages.
 - If the buyer is in arrears with a payment, we can, without prejudice to other rights, postpone the fulfillment of our obligations from the entire business relationship with the buyer, with the exception of any remedial actions, until the delay has ended. We also have the right to set the buyer a reasonable grace period with threat of rejection and, after the grace period has expired without result, to withdraw from the contract or to demand compensation for non-performance.

§8 Retention of title

- The goods are delivered with extended and expanded retention of title and remain our property until all of our claims from the business relationship have been paid in full.

§9 Notification of Defects

- Complaints about incomplete or defective delivery must be reported to us within 2 weeks of delivery in the case of obvious defects, within 2 weeks of discovery of hidden defects, but no later than 6 months after receipt of the goods.
- In the case of a justified complaint, a retention of payment is permissible in an appropriate and reasonable relationship between the defect and the purchase price.

§10 Basics of the warranties of software programs

- The licensee's attention is drawn to the fact that, given the current level of technical development, errors in software programs cannot be completely ruled out. Furthermore, we neither guarantee certain properties nor their suitability for customer purposes or needs.
- We are not liable for the recovery of data, unless we caused it to be destroyed through gross negligence or intent and the licensee has ensured that this data

can be reconstructed with reasonable effort from data material that is recorded in machine-readable form.

- If the software is supplied with a USB key as a license key, the software can only be used in conjunction with this USB key. Should this USB key become defective, C.A.T.S. Software GmbH for an exchange within three days. The licensee bears the costs.
- If the software is supplied with a cloud license, a functioning internet connection is required for use. If the internet connection to the C.A.T.S. Cloud license server disrupted, C.A.T.S. Software GmbH will try to re-establish this connection immediately, provided that C.A.T.S. Software GmbH is possible. C.A.T.S. Software GmbH guarantees an annual average availability of their cloud license server of 99%. This does not apply to times when the server cannot be reached due to technical or other problems that are beyond our control. We can also provide access to the C.A.T.S. Block the cloud license server if the licensee violates these general terms and conditions.

§11 Claims for damages

- Claims for damages against us, in particular for indirect or consequential damage, are excluded. This does not apply if there is mandatory liability in cases of wilful gross negligence or the lack of properties guaranteed in writing.
- We are also fundamentally liable for any culpable breach of essential contractual obligations, whereby this liability is limited in amount to compensation for the damage foreseeable for the supplier at the time the contract was concluded.

§12 Software

- The buyer is granted a non-transferable right of use to the programs and the associated documentation and subsequent additions.
- If this software is a school version, you may only use the software for training and teaching purposes. If this software is a student version, it may only be used by the student who purchased it and only for study and teaching purposes. Neither school nor student versions may be used for commercial purposes.

§13 Other claims

Should one or more provisions of these GENERAL TERMS AND CONDITIONS be or become invalid, this shall not affect the validity of the remaining provisions. The ineffective provision is hereby deemed to have been effectively replaced by a new one which, if possible, fulfills the same legal and economic purpose. Supplements and subsidiary agreements must be made in writing.

§14 Place of fulfillment - place of jurisdiction

For all disputes arising from the contractual relationship or the effectiveness of these general terms and conditions, the place of jurisdiction is Darmstadt if the buyer is a registered trader, a legal entity under public law or a special fund under public law. We are also entitled to sue at the buyer's headquarters.