§ 1 Scope

1. The following general terms and conditions underlie all contractual agreements into which valantic ERP Consulting GmbH, called "valantic ERP Consulting" below, enters with its client. For future business, the latest version of the general terms and conditions upon conclusion of the contract applies; it can be requested from or viewed at valantic ERP Consulting at any time.

2. The client recognizes the terms and conditions through granting of the order or acceptance of these terms without objection. The acceptance of a service that valantic ERP Consulting has performed for the client also counts as consent.

3. valantic ERP Consulting hereby objects to the client's conditions that conflict with the following general terms and conditions in letters of confirmation., etc. as a precaution. The client's general terms and conditions only become contract content through express, written acknowledgment of valantic ERP Consulting.

4. Modifications of the terms and conditions become contract content if the client has obtained knowledge of these in an attributable manner.

§ 2 Offer and Conclusion of the Contract

1. All offers of valantic ERP Consulting are subject to change without notice.

2. All orders only become legally effective through written or remote confirmation of a person authorized for this by valantic ERP Consulting.

3. The written order confirmation can only be replaced by the actual performance of service by valantic ERP Consulting.

§ 3 Programs and Services

1. valantic ERP Consulting shall hand over to the client data processing programs, among other things. The scope and content of the product in question correspond to the product description and the price and conditions list.

2. valantic ERP Consulting is not liable for properties of the programs that extend beyond this. The client must check the product immediately using the program description to determine correctness and completeness. After confirmation of these, change requests expressed by the client require separate, written agreement.

3. The precise scope of the order is determined by the individual order granting.

4. Insofar as valantic ERP Consulting delivers standard software - insofar as no other agreement was made - the current version is the one for which it is liable. § 4, No. 2 of these general terms and conditions determine when a version is to be regarded as current.

5. The client has no claim to the handover of the source program or the creation or maintenance documentation of the software.

6. Furthermore, valantic ERP Consulting performs services that relate to the installation, maintenance, and other associated services for product usage. These services shall be, insofar as no other regulation is expressly agreed upon between the contract parties, compensated separately.

§ 4 Delivery and Passing of the Risk

1. The delivery of the software is made through handover of the data medium, import onto the computer or remote data transfer. In the latter case, the appropriate documentation shall be transferred to the client.

2. valantic ERP Consulting is liable for standard software in the current program version within a month since contract conclusion or at the latest since the calling up of the software. For an earlier program version, a delivery time of two months applies.

3. Shorter delivery times require the express, written permission of valantic ERP Consulting.

4. valantic ERP Consulting is not responsible for delivery or service delays due to force majeure and due to events such as strike, lockout, stoppage of employees, delay of pre-suppliers, interventions by authorities, fire, and similar circumstances that amount to force majeure insofar as no blame for this can be proven.

5. Insofar as valantic ERP Consulting relies on the cooperation or information of the client and the client falls behind in his duties to cooperate, the delivery and service times shall be extended by the time span for which the client is liable due to his behavior contrary to contract plus an appropriate start-up time that allows valantic ERP Consulting to fulfill the order properly according to its complexity. It is valantic ERP Consulting' duty to announce a violation of the duty to cooperate.

6. The client can also call for deliveries and services after the agreed-upon time, however at the latest within six months since contract conclusion. valantic ERP Consulting is entitled at any time to a partial delivery or partial service, insofar as this does not evidently run counter to the rightful interest of the client.

7. Warnings and deadlines of the client must be made in written form. After deadlines, the client must give valantic ERP Consulting the actual possibility to perform the service, at the least, however, grant a period of twelve working days.

8. If valantic ERP Consulting falls behind, the delay interest may not exceed 5%, insofar as valantic ERP Consulting cannot be accused of gross negligence. In this case, the client must prove interest damage exceeding this.

§ 5 Duty of Examination and Complaint

1. With respect to the duty of examination and complaint, §§ 377, 378 HGB apply accordingly in any case regardless of the client's qualification as a merchant.

2. The client must name a contact person who has comprehensive decision-making authority. This person, in addition to the client's management, is responsible for the contract handling and good cooperation with valantic ERP Consulting.

3. Only this contact person is entitled to complain. Delayed, insufficient or unjustified complaints have no effects on the service to be performed by valantic ERP Consulting.

§ 6 Price, Payment, Conditional Acceptance

1. The prices for software deliveries by valantic ERP Consulting are to be understood incl. transport and packing costs, plus the legally applicable value-added tax. The price valid on contract conclusion is binding as long as the client fulfills his duty to call up the agreed-upon deliveries and services within six months.

2. The compensation is due with each individual delivery or service. If payment has not been made within 30 days after it is due, then valantic ERP Consulting shall assess interest in the amount of 3% above the discount rate of the Deutsche Bundesbank.

3. valantic ERP Consulting can demand down payments or full advance payments if there is a factual reason for this. Such a reason exists if the client has his headquarters abroad or there is a justified suspicion that the client may be unable to pay.

4. The client can only charge up against undisputed or legally determined receivables. valantic ERP Consulting can always abandon rights of retention by making a bank guarantee. A transfer of claims to valantic ERP Consulting is excluded taking into consideration the special regulation for merchants in § 354 a HGB.

5. Each delivery of contract objects (e.g. data media and documentation) shall be made under reservation of proprietary rights (§ 449 BGB).

6. If the client resells products of valantic ERP Consulting taking into consideration the conditions specified in these GTCs without having paid for these in full, then the client cedes all future claims resulting from the resale to valantic ERP Consulting.

§ 7 Defects and Rectification of Defects

1. For warranty by valantic ERP Consulting - insofar as nothing other is agreed upon and nothing to the contrary arises from the following regulations - the general rules of the German Civil Code apply. valantic ERP Consulting guarantees that the service has the expressly agreed-upon characteristics of state. Insofar as no characteristics are agreed upon, the service is suitable for the contractually assumed or common use and demonstrates characteristics that are customary for deliveries and services of this type and that the orderer can expect from deliveries and services of this type. Furthermore, it is guaranteed that the transfer of the agreed-upon authorizations to the client do not contradict any rights of third parties.

2. The client bears the burden of proof insofar as he must state and prove that malfunctions or usage limitations do not rely on incorrect operation on his part or that he incorporated program components that caused the malfunction or contributed to it. Improper handling by third parties can be attributed to the client in any case.

3. valantic ERP Consulting obligates itself to assist the client in troubleshooting. The costs arising from this must be borne by the client, insofar as the error cannot be assigned verifiably to valantic ERP Consulting. The appropriate services shall be compensated separately according to the respectively valid price and conditions list.

4. valantic ERP Consulting shall, with respect to services that must be performed in the course of the exercise of the client's right of examination and complaint, be granted two attempts to rectify defects.

5. Rectification of defects is successful if the error was eliminated, the client has been given a new program version or if valantic ERP Consulting has revealed reasonable possibilities to minimize the effects of the error and thus to limit it to an extent compatible with the usage purpose. In this case, not every rectification of defects must result in complete debugging.

6. The warranty period is 12 months from the delivery or service. If the client has products such as software, initially rented or leased and later purchased, then the guarantee is oriented according to purchase right. If a rectification of defects fails in the end, then the client can, under the legal requirements at his option withdraw from the contract, minimize the compensation or terminate an existing continuing obligation. Any warranty claims allocable to the client lapse in 12 months from the beginning of the legal warranty period according to § 438 Para. 2 BGB. If the client has products such as software, initially rented or leased and later purchased, then the guarantee is oriented according to purchase right.

7. Guarantees extending beyond the legal provisions require written form and must be confirmed expressly by valantic ERP Consulting.

8. Damage claims against valantic ERP Consulting exist only to the extent described in § 8 of these general terms and conditions.

§ 8 Liability

1. Claims for damages from contract, from contract-like relationships, and from impermissible action that relies on behavior of employees, fulfillment or performance agents of valantic ERP Consulting only exist to the following extent:

- in case of intent, in the full amount;

- in case of gross negligence and lacking of a characteristic for which valantic ERP Consulting has made a guarantee, only in the amount of the foreseeable damage that should be prevented by the duty breached or the guarantee;

- in other cases: only from breach of an essential duty if the contract purpose is endangered, however limited to EUR 25,000 per damage instance, in total to EUR 25,000 from the contract;

- in addition, insofar as valantic ERP Consulting is insured against the damage that has occurred, to the extent of the insurance coverage and conditional upon the insurance payment. If the client desires additional insurance coverage, the parties reserve the right to make an individual agreement.

2. The liability limits according to No. 1 of this provision do not apply for liability for personal injuries and liability according to the product liability law.

3. valantic ERP Consulting reserves the right to reduce the claim for compensation by the client's contributory negligence (§ 254 BGB).

4. For all claims against valantic ERP Consulting for compensation for damages or compensation for expenditures made in vain for contractual and extracontractual liability, the statute of limitations is one year. This does not apply in case of intentional behavior or in the case of personal injury. With respect to the beginning and duration of the statute of limitations, the legal provisions apply.

§ 9 Copyrights

1. The software made available by valantic ERP Consulting is copyrighted. All rights to the software that arise from the contractual or pre-contractual relationships of the parties including the support and maintenance of the programs transferred are due entirely to valantic ERP Consulting. Here, cooperation of the client granted in the course of § 4, No. 5 of these general terms and conditions remains without significance for the copyright.

2. The client may only use or copy the program components named in the contract.

3. The software made available may only be used for the client's own purposes or for the purposes of his group company. A forwarding to third parties exceeding this is, insofar as valantic ERP Consulting does not grant express permission conflicting with this, strictly forbidden.

4. The client may make copies of the programs only for the permitted usage purposes or for back-up. A back-up copy must be marked appropriately and kept carefully.

5. The client is liable to the full extent for damages that arise if a copy of the programs made available by valantic ERP Consulting reaches the hands of unauthorized parties due at least to the negligent behavior of the client or his fulfillment and performance agents.

6. The programs made available may only be installed on such hardware as is solely owned by the client or his company. Any use beyond this requires the express, written permission of valantic ERP Consulting.

7. valantic ERP Consulting guarantees that the products made available are free of the rights of third parties. For damage claims in the case of a burden nevertheless given, the provisions of § 8 of these general terms and conditions apply.

8. Only valantic ERP Consulting is entitled at its own cost to press claims against third parties due to the violation of copyrights in connection with deliveries and services that the company has performed, in court and outside of court. If claims are pressed against the client, he is forbidden from acknowledging alleged claims of third parties.

9. If third parties press copyright claims against the client, he is obligated to inform valantic ERP Consulting of this immediately, in writing, and in detail.

§ 10 Confidentiality

1. valantic ERP Consulting obligates itself heeding data protection law to handle confidentially all information made available to it by the client. If the client requests that valantic ERP Consulting delete such information, valantic ERP Consulting shall do this immediately. valantic ERP Consulting is authorized to process the client's data automatically.

2. All information made available to valantic ERP Consulting counts as not confidential until the client informs valantic ERP Consulting to the contrary in writing.

§ 11 Rules for Rental and Leasing Contracts

If valantic ERP Consulting has rented software, the client can purchase the product in question within a period of two weeks to the end of the month. He shall receive a credit for the purchase price, the amount of which arises from the valid price and conditions list, which, however, amounts at the most to 70% of the purchase price.

§ 12 General

1. Sole court of jurisdiction for all disputes of the parties is 40764 Langenfeld (Germany).

2. For all other contractual agreements and for the whole legal relationship between valantic ERP Consulting and the client, only the law of the Federal Republic of Germany applies.

3. If an agreement of these general terms and conditions is or should become ineffective, the legal consequences of § 306 BGB set in: The other business conditions remain effective; the legal regulation applies with respect to the ineffective part.