

General Terms and Conditions of Hoerzentrum Oldenburg gGmbH

§ 1

General

- (1) The following General Terms and Conditions shall apply exclusively to the business relationship between Hoerzentrum Oldenburg gGmbH (hereinafter referred to as "Hoerzentrum") and the client (hereinafter referred to as "Client").
- (2) These terms and conditions apply to entrepreneurs, legal entities under public law or special funds under public law and private individuals.
- (3) Deviating general terms and conditions of the client are not recognised unless Hoerzentrum expressly agrees to their validity in writing.

§ 2

Conclusion of contract

- (1) The customer can place an order by telephone or e-mail. Products can also be ordered via the Hoerzentrum online shop (www.hz-ol.shop).
- (2) By placing an order in the online shop, the customer makes a binding offer to purchase the product in question. Subsequently, the client will receive a confirmation of receipt from Hoerzentrum by e-mail. The contract between the client and Hoerzentrum is concluded as soon as Hoerzentrum declares acceptance to the client (by e-mail) or sends the goods to the client.
- (3) If the customer orders by telephone or by e-mail from Hoerzentrum, the contract between the customer and Hoerzentrum comes into effect after the customer has placed the order and by means of an order confirmation from Hoerzentrum in text form or by means of delivery of the ordered goods.
- (4) After expiry of the acceptance periods stated in offers, offers from Hoerzentrum - in particular with regard to prices, quantity, delivery period, delivery possibility and ancillary services - are subject to change and non-binding.

§ 3

Scope of services

- (1) The scope of services to be provided by Hoerzentrum is defined solely by the order confirmation from Hoerzentrum and these General Terms and Conditions.
- (2) The client is basically responsible for the proper installation of delivered hardware and/or software. The installation as well as training and instruction of the client or his operators in the operation of the delivered hardware and/or software are not part of the scope of services of Hoerzentrum unless the training and instruction of the client is required by law or is additionally agreed between the client and Hoerzentrum as services to be invoiced separately.
- (3) Hoerzentrum is not obliged to provide advice - in particular with regard to the choice of operating systems or hardware and/or software. Consultations on operational processes

are only carried out based on a corresponding additional agreement and are charged separately.

- (4) Documentation shall only be supplied by Hoerzentrum in a machine-readable and simple form.
- (5) Hoerzentrum is entitled to make partial deliveries and to provide partial services, provided that legitimate interests of the customer do not conflict with this.
- (6) Hoerzentrum reserves the right to deviate from the product description as well as the order confirmation due to the consideration of mandatory technical or legal standards. Hoerzentrum reserve the right to make changes in the course of technical progress without deriving any rights against Hoerzentrum from this.

§ 4

Prices, delivery and performance deadlines

- (1) All price quotations are net prices plus the statutory value added tax and plus shipping, packaging, freight costs, customs duties or similar charges. Unless the price quotations are expressly designated as gross prices. The prices in the order confirmation shall be decisive in each case.
- (2) If fixed prices have not been expressly agreed between the customer and Hoerzentrum, the sales prices of Hoerzentrum valid on the day of performance will be charged.
- (3) Hoerzentrum is not bound to the agreed prices if a longer delivery period than four months from the written order confirmation has been agreed. In this case, the prices valid at the time of performance will be charged.
- (4) Information on the delivery period is non-binding unless, in exceptional cases, the delivery date has been bindingly promised or a corresponding agreement has been reached.
- (5) Changes or additions to the order result in the cancellation of agreed dates and deadlines, unless otherwise agreed. If required documents etc. from the customer are outstanding, the delivery date shall be postponed accordingly until they are received.
- (6) All delivery promises and dates are subject to correct and timely delivery to ourselves.
- (7) Events of force majeure or other obstacles for which Hoerzentrum is not responsible and which have a considerable influence on the delivery or service, in particular in the case of operational disruptions, strikes, official orders, etc., entitle Hoerzentrum to extend the delivery or service period by the duration of the hindrance.

§ 5

Payment, set-off

- (1) The customer may make payment in advance or on account.
- (2) Payment of the purchase price is due without deduction after delivery of the goods and receipt of the invoice by the customer and is payable within fourteen days. If payment in advance has been agreed, the purchase price is due after receipt of the invoice by the customer.

- (3) The customer is only entitled to set-off if his counterclaims are undisputed or have been legally established. The customer is only entitled to assert rights of retention based on counterclaims arising from the same contractual relationship.

§ 6

Transfer of risk, default of acceptance by the customer

- (1) If the dispatch of goods (hardware or software) is delayed at the request of the client, the risk of performance is transferred to the client with the notification of readiness for dispatch by Hoerzentrum.
- (2) If the customer is in default of acceptance, Hoerzentrum is entitled to withdraw from the contract and/or to demand damages instead of performance after setting a reasonable grace period of a maximum of two weeks. If Hoerzentrum demands compensation for damages, this shall amount to 30% of the order value, unless the customer proves that Hoerzentrum has suffered no or only minor damage or Hoerzentrum proves higher damage.

§ 7

Warranty

- (1) The customer is only entitled to warranty claims if he has fulfilled his inspection and complaint obligations according to § 377 HGB (German Commercial Code).
- (2) Hoerzentrum is liable for material defects or defects of title in accordance with the applicable legal regulations, in particular §§ 434 ff. BGB (German Civil Code). Warranty claims must be asserted immediately in text form; they must contain a sufficient description of the defect complained of.
- (3) If the delivered goods are defective, Hoerzentrum may choose to remedy the defect by repair or delivery of goods free of defects. Hoerzentrum is entitled to effect a temporary elimination of the defect also by means of workarounds until the defect is eliminated in one of the following updates unless this is unreasonable for the client.
- (4) If the customer or third parties make changes to the delivered software, the warranty claim shall expire in full unless the customer proves that the defect is not attributable to the changes.
- (5) The limitation period for claims for defects is one year. This does not apply as far as longer periods are prescribed by law and in cases of injury to life, body or health, in the event of an intentional or grossly negligent breach of duty by Hoerzentrum and in the event of fraudulent concealment of a defect.
- (6) In the cases of § 6 paragraph (1) the limitation period begins with the notification of readiness for shipment by Hoerzentrum. An extension of the warranty period for the entire system does not occur due to the delivery of an update or upgrade.

§ 8

Liability

- (1) Hoerzentrum is liable without limitation for personal injury.

- (2) Hoerzentrum is liable for property damage and financial losses if they have been caused by intentional or grossly negligent actions of its legal representatives, employees or vicarious agents. In the case of damage to property and financial loss caused by negligence, Hoerzentrum shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract.
- (3) Liability is otherwise excluded. Liability in accordance with mandatory statutory regulations (e.g., Product Liability Act or in accordance with EU Directive 85/3747EWG) or in the event of the assumption of a guarantee shall remain unaffected.
- (4) A limitation of liability in favour of Hoerzentrum also applies in favour of its employees and vicarious agents.

§ 9

Retention of title

- (1) The delivered goods remain the property of Hoerzentrum (reserved goods) until final payment of all claims arising from the business relationship. In case of several claims or current account, the retention of title is considered as security for the balance claim, even if individual deliveries of goods have already been paid.
- (2) In the event of behaviour contrary to the contract on the part of the customer, e.g., default of payment, Hoerzentrum has the right to take back the goods subject to retention of title after setting a reasonable deadline in advance. If Hoerzentrum takes back the reserved goods, this constitutes a withdrawal from the contract. Hoerzentrum is entitled to realise the reserved goods after taking them back. After deduction of a reasonable amount for the costs of realisation, the proceeds of realisation shall be set off against the amounts owed by the customer.
- (3) In the event of access by third parties to the goods subject to retention of title, in particular seizures, the customer shall draw attention to Hoerzentrum's ownership and notify Hoerzentrum immediately so that Hoerzentrum can enforce its ownership rights.
- (4) The customer is entitled to process and sell the reserved merchandise in the ordinary course of business as long as he is not in default. Pledges or transfers by way of security are not permitted. The customer hereby assigns to Hoerzentrum by way of security all claims arising from the resale or any other legal reason (insurance, tort) with regard to the goods subject to retention of title. Hoerzentrum revocably authorises the customer to collect the claims assigned to Hoerzentrum for its account in its own name. The direct debit authorisation shall expire if the customer does not properly fulfil his payment obligations, gets into payment difficulties, compulsory enforcement measures are taken against him, or judicial insolvency proceedings are opened against his assets, or their opening is rejected for lack of assets.

§ 10

Granting of rights

- (1) The software is legally protected, and reproduction is not permitted. Copyrights, patent rights, trademark rights and all other protective rights to the software and to other objects which Hoerzentrum provides or makes accessible to the customer within the framework of

the contract initiation and implementation are exclusively due to Hoerzentrum in the relationship between the contractual partners. If third parties are entitled to the rights, Hoerzentrum has the corresponding exploitation rights. The property right notices attached to the programme carrier or the packaging - also to third parties - are to be observed.

- (2) In the case of the delivery of standard or individual software, the regulations of the End User Licence Agreement (EULA) apply in their respective valid version.
- (3) The single-user licence gives the customer the right to use the software on a single computer or on only one workstation in a network. The network licence gives the customer the right to use in a local computer network on a network server together with the number of individual workstation licences agreed in the individual contract, which simultaneously access the data stock of the server.
- (4) The client is not entitled to make the programmes available to third parties without the prior written consent of Hoerzentrum. Hoerzentrum is not obliged to give this consent.
- (5) The resale of the software is generally permitted. The prerequisite is that the client does not retain any software and/or materials and destroys any copies made or transfers them to the purchaser.
- (6) The processing of the software which is the subject matter of the contract is not permissible unless mandatory statutory provisions conflict with this or something else has been contractually agreed.
- (7) The decompilation or disassembly of the contractual software (reverse engineering) is also not permitted. Hoerzentrum reserves the right to provide the client on request with information required to establish the interoperability of the contractual software with other programs in return for appropriate remuneration. When using this information, the client must observe the restrictions prescribed in § 69e Para. 2 of the Copyright Act.

§ 11

Property rights of third parties

- (1) The customer undertakes to inform Hoerzentrum immediately in writing if he is made aware of the infringement of industrial property rights or copyrights by a contractual software product. Hoerzentrum alone is entitled to defend the customer at the expense of Hoerzentrum against claims of the owner of such rights, as far as these are due to the direct infringement on a product delivered by Hoerzentrum.
- (2) Hoerzentrum shall in principle endeavour to procure the right of use for the client to the extent described in § 10. If this is not possible under economic conditions, Hoerzentrum will, at its own discretion, modify the product in such a way that the property right is not infringed or take back the product and refund the purchase price less compensation for the benefits derived.
- (3) If the customer has modified the delivered product or integrated it into a system in such a way that this results in infringements of property rights, the customer is obliged at his own expense to defend or indemnify Hoerzentrum against claims of the owner of the infringed right.

§ 12

Assignability of claims

The client is not entitled to assign his claims from contracts concluded with Hoerzentrum or to transfer other rights or obligations from contracts concluded with Hoerzentrum in whole or in part to third parties without the consent of Hoerzentrum. This also applies to warranty claims.

§ 13

Final Provisions

- (1) Should one or more of these provisions be or become invalid, this shall not affect the validity of the remaining provisions.
- (2) All legal relationships arising from this contractual relationship are subject to the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.
- (3) The place of performance for all deliveries and services of Hoerzentrum is Oldenburg (Oldb.). The exclusive place of jurisdiction for all legal disputes with merchants, companies, legal entities under public law or with special funds under public law and private individuals is Oldenburg (Oldb.), unless another place of jurisdiction is prescribed by law.

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