

General Online Terms & Conditions of Delivery for Geutebrück Software, Products and Services

Geutebrück GmbH, Im Nassen 7-9, 53578 Windhagen ("GEUTEBRÜCK") develops and distributes video management systems, video management software, accessories and other services. The customer can purchase these products via the online portal of GEUTEBRÜCK at <https://portal.geutebrueck.com>. The following General Online Terms & Conditions of Delivery for Geutebrück system components with Geutebrück software ("**Online Terms & Conditions**") regulate the sale, transfer and granting of rights for the aforementioned products in the relationship between GEUTEBRÜCK and the customer. In addition to these Online Terms & Conditions, the [General Support Conditions](#) and [General Terms & Conditions for the Acquisition of Rights to Geutebrück Software](#) apply to the support services offered by GEUTEBRÜCK and the isolated acquisition of rights to GEUTEBRÜCK software applications. The Online Terms & Conditions apply only if the customer is an entrepreneur (§ 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

References to the applicability of statutory provisions are provided for clarification only. Even without such clarification, the statutory provisions therefore apply, insofar as they are not directly amended or expressly excluded in these Online Terms & Conditions.

§ 1 Subject matter of the contract

(1) GEUTEBRÜCK shall deliver to the customer the hardware specified in the order confirmation (as defined in § 3(2)) in the composition and quantity stated therein (hereinafter referred to as "HARDWARE") at the delivery times and costs stated therein. Furthermore, GEUTEBRÜCK shall deliver to the customer the GEUTEBRÜCK standard application or system software, i.e. not software created individually for the customer (hereinafter referred to as "SOFTWARE") together with the corresponding application description, and shall grant the customer the right of use according to § 5 of these Online Terms & Conditions and to the extent stated in the order confirmation. Furthermore, GEUTEBRÜCK shall provide additional services purchased by the customer on the basis of the General Support Conditions of GEUTEBRÜCK (hereinafter referred to as "SERVICES"). HARDWARE, SERVICES and SOFTWARE including application descriptions, each individually and/or together, constitute the "PURCHASE ITEM".

(2) The SOFTWARE is delivered pre-installed on the HARDWARE or is provided separately as a download. The SOFTWARE is supplied in an object code version; the source code is not made available.

(3) GEUTEBRÜCK is not liable to the customer for the installation of the PURCHASE ITEM, the technical readiness for operation on the customer's IT system, the provision of adaptation services regarding the SOFTWARE (e.g. installation, implementation, configuration, customization), or instruction. Further services of GEUTEBRÜCK, such as customization of the SOFTWARE, individual programming, consulting, training, hardware maintenance and software updates, are not covered by these Online Terms & Conditions. If the customer wishes to arrange such additional services or have them performed by GEUTEBRÜCK, separate legal agreements shall be made.

(4) The agreed quality of the delivered HARDWARE and SOFTWARE is determined definitively by the product descriptions provided on the GEUTEBRÜCK online portal and supplied with the PURCHASE ITEM, the functions specified in the application descriptions provided on the GEUTEBRÜCK online portal and the information in the order confirmation. The technical data,

specifications, explanations of the functions and possible uses and other information in the product descriptions and application descriptions supplied are to be understood exclusively as descriptions of the condition in the sense of § 434(1) sentence 1 BGB and not as an independent warranty, quality or durability guarantee. The SERVICES shall be rendered with due commercial care without any specific undertaking regarding success.

(5) Statements concerning the object of performance are only independent guarantee promises, quality or durability guarantees in the legal sense if they are made in writing by authorized representatives of GEUTEBRÜCK and are expressly and literally described as an “independent guarantee” or “durability” or “quality guarantee”.

§ 2 Account

(1) On request and after corresponding invitation and approval by GEUTEBRÜCK, the customer shall be given a partner account via the online portal of GEUTEBRÜCK. The creation of a partner account is at the sole discretion of GEUTEBRÜCK. Data necessary for the registration of an interested party for a partner account shall be stored by GEUTEBRÜCK for the purpose of simplifying the order process. The registered customer shall be given account admin access, which entitles him to activate further employees for certain services and areas of the GEUTEBRÜCK online portal. The account admin shall be responsible for activating and deactivating additional users of the account. This also includes release for use and commissioning of services with costs. The account admin shall be responsible for setting and protecting a password for (each) access to the partner account. Each customer with a partner account is entitled to maintain only one partner account at a time. GEUTEBRÜCK reserves the right to refuse or delete multiple registrations. The data entered may be changed at any time by the registered customer with admin access. GEUTEBRÜCK is not obliged to accept the registration or the order of a registered customer. Furthermore, GEUTEBRÜCK is not obliged to keep the service permanently available. Orders already confirmed by order confirmation remain unaffected by this.

(2) If a customer – for whatever reason – is not given access to GEUTEBRÜCK's online portal, he may still order HARDWARE, SERVICES and/or SOFTWARE from GEUTEBRÜCK in writing, by email or fax.

§ 3 Conclusion of contract

(1) The presentation of the HARDWARE and SOFTWARE and provision of the option to place an order on the online portal of GEUTEBRÜCK does not constitute a binding offer of purchase by GEUTEBRÜCK.

(2) The customer can select HARDWARE, SERVICES and SOFTWARE on the online portal of GEUTEBRÜCK and collect them in a so-called shopping cart by clicking the “add to cart” button. By clicking on the “Order and pay” button, the customer submits a binding application to purchase the goods in the shopping basket. Before sending the order, the customer may change or view the data at any time. However, the application can only be submitted and transmitted if the customer has accepted these Online Terms & Conditions by selecting the “Accept Terms” checkbox, thereby including them in the application.

(3) GEUTEBRÜCK shall then send the customer an automatic confirmation of receipt by email, in which the customer's order is listed again and which the customer can print out by using the “Print”

function. The automatic acknowledgement of receipt only documents that the customer's order has been received by GEUTEBRÜCK and does not constitute an acceptance of the application. The contract is not concluded until the declaration of acceptance is issued in the form of an order confirmation by GEUTEBRÜCK, which is sent by separate email. In this email or in a separate email, but at the latest on delivery of the PURCHASE ITEM, the text of the contract consisting of the order confirmation shall be sent to the customer of GEUTEBRÜCK by permanent data carrier (email or hard copy) (confirmation of contract). If licenses are activated within the scope of the purchase of SOFTWARE, GEUTEBRÜCK shall accept the application by sending a license key with which the customer can activate the license.

§ 4 Delivery; force majeure; transfer of risk

(1) Unless otherwise explicitly stated in the order confirmation, delivery shall be EXW Windhagen as per Incoterms 2020.

(2) The delivery times and costs mentioned in the order confirmation of GEUTEBRÜCK shall take precedence.

(3) As long as GEUTEBRÜCK is not responsible for a delay in delivery, e.g. due to an unforeseeable, extraordinary event which GEUTEBRÜCK cannot avert even with reasonable care (especially in the case of natural disasters, disruptions to the power supply or operations, official intervention, strike or other cases of force majeure) and as long as GEUTEBRÜCK is prevented from fulfilling its obligations, the agreed delivery times shall be extended by the duration of the hindrance and also by a reasonable start-up time after the hindrance has ceased to exist. If, in these cases of force majeure, it becomes impossible for GEUTEBRÜCK to provide services, GEUTEBRÜCK shall be released from its contractual obligations.

(4) GEUTEBRÜCK is entitled to make partial deliveries.

§ 5 Granting of rights

GEUTEBRÜCK shall grant the customer a simple (non-exclusive), transferable, permanent right to use the SOFTWARE within the scope of the agreed contract purpose, limited to the countries/regions specified in the order confirmation. The customer is not entitled to issue sublicenses. In addition, the [General Terms & Conditions for the Acquisition of Rights to Geutebrück Software](#) shall apply.

§ 6 Remuneration, terms of payment, retention of title

(1) The customer is obliged to pay the agreed remuneration.

(3) All prices include standard packaging, plus the statutory sales tax (Value Added Tax) applicable at the time.

(4) Unless otherwise stipulated in the order confirmation, the agreed remuneration is due for payment net within ten (10) days of the invoice date. Receipt of the payment amount by GEUTEBRÜCK shall determine compliance with the deadline.

(5) GEUTEBRÜCK reserves the right of ownership of the delivered PURCHASE ITEM and of any application descriptions provided in printed form until complete payment of the agreed remuneration and all other claims existing now or in the future against the customer (including all balance claims from current accounts) resulting from the purchase. In case of seizure of the PURCHASE ITEM by third parties or other interventions of third parties, the customer shall draw attention to the ownership of GEUTEBRÜCK and shall inform GEUTEBRÜCK immediately in writing so that GEUTEBRÜCK can enforce its property rights.

§ 7 Duties of the customer

(1) If no services for assembly and installation of the hardware/software system by GEUTEBRÜCK have been ordered by the customer and confirmed with the confirmation of order, the customer shall install the PURCHASE ITEM independently according to the assembly and installation instructions contained in the documentation (see § 1(3)).

(2) The customer shall observe the instructions for the operation of the HARDWARE and the SOFTWARE contained in the user documentation.

(3) The customer shall inspect the PURCHASE ITEM immediately on receipt and shall give written notice of defects immediately after their discovery. The assertion of rights and claims in the event of material defects in accordance with § 8 below is subject to the condition that the customer fulfils the obligation to examine the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

(4) Unless GEUTEBRÜCK has explicitly taken responsibility for backing up data for the customer, the customer is obliged to back up his data regularly with due commercial care. In particular, the customer shall carry out a complete data backup of all system and application data immediately before each installation of SOFTWARE and/or other intervention by GEUTEBRÜCK or by third parties commissioned by GEUTEBRÜCK. The data backups must be stored in such a way that the backed-up data can be restored at any time.

§ 8 Material defects

(1) The statutory provisions shall apply to rights and claims in the event of material defects, unless otherwise regulated in the following provisions in this § 8 and in § 10.

(2) A material defect shall be deemed to exist if the PURCHASE ITEM does not have the agreed quality pursuant to § 1(4) and (5). Claims for defects shall not be met in the event of an insignificant deviation from the agreed or assumed quality and in the event of only insignificant impairment of usability. In the case of update, upgrade and new version deliveries, claims for defects are limited to the new features of the update, upgrade or new version delivery compared to the previous version.

(3) Notification of defects shall be provided in text form by means of a comprehensible description of the symptoms of the fault, as far as possible proven by written records, hard copies or other documents illustrating the defects. The notification of defects should enable reproduction of the defect. Statutory obligations of the customer to examine and provide notice of defects remain unaffected.

(4) In case of defects, GEUTEBRÜCK shall, at the request of the customer, provide supplementary performance either by remedying the defect (rectification of defects) or by delivering a defect-free

item (new delivery) at its discretion. The customer may demand a different form of supplementary performance than the one chosen by GEUTEBRÜCK within a reasonable period of time if the form of supplementary performance chosen by GEUTEBRÜCK is unreasonable for it. The rights of GEUTEBRÜCK according to §§ 439(3), 275(2) and 3 BGB remain unaffected.

(5) In case of material defects in the SOFTWARE, GEUTEBRÜCK is entitled to supplementary performance by delivery of a bug fix, patch, update or new major release of the SOFTWARE. If a new major release is delivered, the customer is obliged to accept deletion or overwriting of the defective SOFTWARE (§ 439(4) BGB).

(6) GEUTEBRÜCK is entitled to explain to the customer temporary workaround options and to eliminate the defect at a later date by delivering the next release of the SOFTWARE, provided that this is reasonable for the customer. If GEUTEBRÜCK makes use of this right, this has to be taken into account when determining the appropriateness of the period for supplementary performance (para. 8).

(7) In case of material defects in the HARDWARE, the customer is obliged to send the HARDWARE to GEUTEBRÜCK free of charge. The return of the exchanged or repaired PRODUCTS by GEUTEBRÜCK is carried out according to § 4(1) of these Online Terms & Conditions. Also in all other respects, GEUTEBRÜCK is not obliged to install or set up the hardware/software system or to bear the costs incurred by removal of the defective item, transport and installation of the item delivered as a replacement or access to the SOFTWARE made available for download in the context of the delivery of a defect-free PURCHASE ITEM. This applies even if GEUTEBRÜCK provides these services once or repeatedly free of charge. The provision of services free of charge does not constitute a waiver of future claims for these costs.

(8) The customer shall follow the instructions given by GEUTEBRÜCK by phone, in writing or electronically. GEUTEBRÜCK may give the customer such instructions, especially with regard to the installation of patches, bug fixes, updates or new major releases of the SOFTWARE provided for the purpose of supplementary performance and to explain temporary workarounds.

(9) If the customer sets GEUTEBRÜCK a reasonable period for supplementary performance and if the supplementary performance fails within this period, the customer has the further right to reduce the purchase price or to withdraw from the contract at his discretion. In addition, if GEUTEBRÜCK is responsible for the defect, the customer has the right to claim for damages instead of performance or for compensation for futile expenses within the meaning of § 284 BGB in accordance with the agreed limitations of liability. However, the customer shall only be entitled to withdraw from the contract and to claim damages instead of the entire performance in the event of significant defects. The setting of a grace period, the declaration of withdrawal and the pursuit of compensation for damages in place of performance must be made in writing to be effective. Setting of a deadline by the customer is dispensable in the cases as defined legally by §§ 281(2), 323(2), 440 BGB. A rectification of defects shall be deemed to have failed after the second unsuccessful attempt, unless something else emerges, in particular from the nature of the item or the defect or other circumstances.

(10) If it turns out during a fault analysis in connection with defects reported by the customer that claims or rights of the customer do not exist on the basis of defects, GEUTEBRÜCK is entitled to charge the customer for the expenses incurred during the fault analysis according to the current price list of GEUTEBRÜCK, provided that the customer was at least negligent in not realizing that the cause of the defect about which the complaint was made lies within his own sphere of responsibility.

(11) The warranty of GEUTEBRÜCK is excluded if modifications or changes to the PURCHASE ITEM have been made by the customer or by commissioned third parties, unless the customer proves that the defects have not been caused by this.

(12) Any claims of the customer due to a defect shall expire after twenty-four (24) months. The expiry period shall commence with delivery of the PURCHASE ITEM. In the case of intentional or grossly negligent breaches of duty, fraudulent concealment of a defect, in the case of claims for restitution in rem by third parties within the meaning of § 438(1) no. 1 BGB, in the case of personal injury, in the case of claims under the Product Liability Act and in the case of the assumption of a guarantee of quality, the statutory provisions on expiry periods shall apply; however, in the case of the assumption of a guarantee, this shall only apply if nothing to the contrary is stipulated in the respective guarantee agreement.

(13) For the provision of a new major release, the expiry periods of paragraph 11 shall apply accordingly. The expiry periods for claims due to defects in the HARDWARE remain unaffected by this and shall in particular not be restarted or extended by the provision of new releases.

(14) In the event that GEUTEBRÜCK provides a device on loan within the scope of rectification of defects, the GEUTEBRÜCK [General Support Conditions](#) shall apply to the provision of the loan device in addition.

§ 9 Defects of title

(1) The statutory provisions shall apply to the rights and claims of the customer in the event of defects of title, unless otherwise regulated in the following provisions in this § 9 and in § 10.

(2) The PURCHASE ITEM delivered or handed over by GEUTEBRÜCK is not subject to any third party rights which prevent contractual use. This does not apply to customary retention of title. A defect of title exists if the customer is not effectively granted the rights necessary for contractual use of the PURCHASE ITEM.

(3) If a third party claims the infringement of property rights by the SOFTWARE against the customer, the customer shall

- (i) immediately inform GEUTEBRÜCK in writing,
- (ii) authorize GEUTEBRÜCK to conduct the legal dispute and settlement negotiations with the third party at its own expense and as far as possible on its own and to perform legal acts only with the consent of GEUTEBRÜCK and
- (iii) provide GEUTEBRÜCK with all reasonable assistance and provide GEUTEBRÜCK with the necessary information and documents available to the customer and with the necessary authorizations.

(4) In the event that the rights of a third party are violated by the PURCHASE ITEM, GEUTEBRÜCK shall, at its discretion, provide supplementary performance in that GEUTEBRÜCK

- (i) shall modify the PURCHASE ITEM in such a way that – with the same performance – it no longer infringes the law and the contractual scope of functions is retained for the customer, or
- (ii) shall acquire for the Customer a right of use sufficient for the purposes of the contract to continue using the PURCHASE ITEM, or
- (iii) shall replace the PURCHASE ITEM with other hardware / software which is equivalent to the PURCHASE ITEM with regard to the agreed quality, provides

corresponding performance and does not result in significant disadvantages for the customer, or

(iv) shall deliver a new major release, the contractual use of which does not infringe any third-party property rights, which contains the same scope of functions as the previous version, and the adoption of which is reasonable for the customer and does not lead to significant disadvantages.

In the cases of sentence 1 alt. (ii) to (iv), the customer is obliged to accept the deletion or overwriting of the SOFTWARE with legal defects (§ 439(4) BGB).

(5) In all other respects, the provisions on material defects in § 8(6), (7), (8), (10) and (11) shall apply accordingly in the event of defects of title.

§ 10 Limitations of liability

(1) GEUTEBRÜCK is liable – for whatever legal reason – for claims for damages or claims for compensation for futile expenses in terms of § 284 BGB according to the following provisions in paragraphs 2 to 7.

(2) GEUTEBRÜCK is liable without limitation according to the legal provisions for damages resulting from loss of life, physical injury or damage to health, for damages caused by intent or gross negligence and for damages falling within the scope of protection of a warranty, quality or durability guarantee given by GEUTEBRÜCK, unless otherwise stated in the respective guarantee agreement.

(3) For damages other than those specified in para. 2 which result from minor negligence leading to breach of material contractual obligations (cardinal obligations), GEUTEBRÜCK shall be liable only for compensation for foreseeable damage typical of the contract. Material contractual obligations within the meaning of sentence 1 are those obligations the breach of which puts the achievement of the purpose of the contract at risk, the fulfilment of which makes the proper execution of the contract possible in the first place and on compliance with which the customer regularly relies.

(4) GEUTEBRÜCK is liable for the loss of data only up to the amount that would have been incurred if the data had been properly and regularly backed up for recovery.

(5) Liability according to paragraph 3 is limited to a total amount of EUR 10 million.

(6) Any further liability for damages other than those mentioned in paragraph 2, which are based on a breach of obligations other than those mentioned in paragraph 3 involving minor negligence, is excluded.

(7) Liability under the Product Liability Act remains unaffected.

(8) The above limitations of liability also apply with regard to the personal liability of employees, vicarious agents, legal representatives and organs of GEUTEBRÜCK.

§ 11 Return of PURCHASE ITEMS for credit notes

(1) GEUTEBRÜCK offers its customers the option to return PURCHASE ITEMS from the standard range according to the current price list in return for a credit note within one month of receipt of the respective PURCHASE ITEM.

(2) For each PURCHASE ITEM returned for a credit note, GEUTEBRÜCK shall charge a handling fee of 10% of the sales price paid by the customer, but at least EUR 50.

(3) PURCHASE ITEMS returned for credit notes shall be checked by GEUTEBRÜCK for possible damage or defects. If any damage or defects are identified, GEUTEBRÜCK reserves the right to refuse to accept the return of goods for credit notes or to charge the customer for any repair costs incurred.

(4) The return of PURCHASE ITEMS for credit notes must in any case be free of customs duty.

§ 12 Cancellation of orders

Orders for PURCHASE ITEMS from the standard range according to the current price list of GEUTEBRÜCK may be cancelled by customers free of charge up to the 3rd day after the order confirmation, provided that the PURCHASE ITEMS included in the order have not yet been shipped.

§ 13 Export / import regulations

(1) The customer is obliged to clarify and comply with the export and import regulations applicable to the PURCHASE ITEM, which may result from the Dual-Use Regulation of the EU (Council Regulation (EC) No. 428/2009 of 5 May 2009) or other legal regulations or other provisions under public law relevant to the customer, on his own responsibility.

(2) By placing an order, the customer warrants that it will not export, re-export or transfer the PURCHASE ITEM, directly or indirectly, in violation of export or import regulations. The contracting parties shall support each other in respect of observance of export/import regulations.

§ 14 Set-off, right of retention

(1) The customer may only offset against claims of GEUTEBRÜCK with counterclaims that are undisputed, legally binding or ready for decision.

(2) The customer shall be entitled to exercise a right of retention only to the extent that the counterclaim on which the customer bases the right of retention is undisputed, legally established or ready for decision and is based on the same contractual relationship.

§ 15 Temporal validity of these Online Terms & Conditions; amendments

(1) These Online Terms & Conditions are valid, even without further reference to their inclusion, for future purchases of the customer via the online portal of GEUTEBRÜCK until they are replaced by a new version according to paragraph 2 of this § 15.

(2) GEUTEBRÜCK is entitled to amend these Online Terms & Conditions for future purchases of the customer at any time. The amendments shall become effective on their inclusion, replace the respective preceding version and, after their inclusion, shall apply to all future system purchases of the customer in accordance with paragraph 1 of this § 15.

§ 16 Storage option / contract text / customer data

(1) The customer can view these Online Terms & Conditions and the further conditions referred to herein on the website geutebrueck.com under "General Terms & Conditions". He may also print or save this document by using the usual function of his internet browser. He can also download and archive this document as a PDF file.

(2) If the customer orders the PURCHASE ITEM online via the partner area of GEUTEBRÜCK, he can also file the details of his order by waiting for the automatic confirmation of receipt, which he will receive by email from GEUTEBRÜCK after completion of his order at the email address he has provided. This confirmation of receipt email contains the data of his order and can easily be printed or saved.

(3) If the customer orders SOFTWARE and/or HARDWARE online via the partner area of GEUTEBRÜCK, the order data shall be stored by GEUTEBRÜCK, but for security reasons they are not directly accessible by the customer. GEUTEBRÜCK offers password-protected direct access ("My Account") for each customer via his partner account. Here, the customer can view data on his completed, open and recently shipped orders and change his address data if he has registered accordingly.

(4) If the customer creates his own partner account via the partner area of GEUTEBRÜCK, the data backup shall not be within the scope of services of GEUTEBRÜCK but is the responsibility of the customer, unless otherwise agreed. The customer is responsible for backing up all data. GEUTEBRÜCK recommends making necessary backup copies of files and programs etc. and also to save all data on external data carriers.

§ 17 Copyright and industrial property rights

All image rights, copyrights and other industrial property rights to the contents of the GEUTEBRÜCK website, including the GEUTEBRÜCK online portal (including texts, images, graphics, videos, music, trademarks, logos and other company trademarks) and the PURCHASE ITEMS sold there are owned by GEUTEBRÜCK or its partners. Any use without prior express approval by GEUTEBRÜCK is prohibited.

§ 18 Information about data processing

(1) GEUTEBRÜCK collects customer data in the context of the execution of contracts. GEUTEBRÜCK observes, in particular, the regulations of the GDPR, the German Federal Data Protection Act and the Telemedia Act. Without the customer's consent, GEUTEBRÜCK shall only collect, process or use personal data of the customer as far as this is necessary for the conclusion and execution of the contractual relationship and for the use of telemedia.

(2) For the delivery of the PURCHASE ITEM ordered by the customer, GEUTEBRÜCK shall pass on – as far as is necessary – the customer's data to the appointed shipping company as far as they are needed for delivery.

(3) If the customer has created a partner account on the online portal of GEUTEBRÜCK, he has the opportunity to retrieve and change his data at any time under the menu item User Administration/My Account. This does not apply to data which are connected with the cooperation with GEUTEBRÜCK and which are therefore also relevant for GEUTEBRÜCK in handling the business relationship with the customer (especially all data concerning orders). These data shall only be erased when they are no longer needed by GEUTEBRÜCK, especially when any applicable retention periods have expired.

(4) For further information on data collection, processing and use, GEUTEBRÜCK refers to the privacy policy, which is available in printable form on the website geutebrueck.com at any time under the "Privacy" button.

§ 19 Final provisions

(1) All agreements between the parties to the contract concerning the PURCHASE ITEM are contained in these Online Terms & Conditions and the order confirmation. No further agreements exist. General terms and conditions of the customer are not valid and are not included. The present Online Terms & Conditions are also exclusively valid if GEUTEBRÜCK carries out the delivery without reservation in knowledge of conflicting or deviating conditions.

(2) Individual agreements made with the customer in specific cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Online Terms & Conditions. For the content of such agreements a written contract or a written confirmation by GEUTEBRÜCK is definitive, subject to proof to the contrary.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for any disputes arising from or in connection with this contract shall be the registered office of GEUTEBRÜCK. However, GEUTEBRÜCK is also entitled to take legal action against the customer at his general place of jurisdiction.

(4) The contract shall be governed by the law of the Federal Republic of Germany, excluding the legal norms that refer to another legal system; application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(5) Should a provision of these Online Terms & Conditions be invalid, the validity of the remaining provisions of these Online Terms & Conditions shall not be affected if it can be assumed that the parties to the contract would have concluded the contract nevertheless.

Version: August 2020