

General Terms and Conditions (GTC)

of TekkMinds AG, as of November 2024

1. Scope

1.1 These General Terms and Conditions (GTC) apply to all contracts, deliveries, and other services between TekkMinds AG (hereinafter referred to as "Provider") and its business customers (hereinafter referred to as "Customer").

1.2 Deviating or supplementary terms and conditions of the Customer will only become part of the contract if the Provider expressly agrees to their validity in writing.

2. Subject of the Contract

2.1 The Provider provides services in the field of software development as well as related services such as maintenance, support, and consulting.

2.2 The specific content, requirements, and objectives of the services are outlined in individual contracts, orders, or service descriptions.

3. Offers and Conclusion of Contract

3.1 Offers made by the Provider are non-binding and subject to change, unless explicitly stated otherwise as binding.

3.2 A contract is concluded only upon written confirmation of the offer by the Customer or upon commencement of service delivery by the Provider.

4. Scope of Services and Customer's Cooperation Obligations

4.1 The Provider delivers the services in accordance with the agreed scope and schedule. Changes or extensions require a separate agreement.

4.2 The Customer is obligated to provide all necessary information, access, and resources required for the proper performance of the services.

4.3 Delays caused by the Customer's lack of cooperation will extend the agreed deadlines accordingly.

5. Remuneration and Payment Terms

5.1 The remuneration is based on the prices agreed in the contract or offer, plus statutory VAT.

5.2 Invoices are payable without deductions within 14 days from the invoice date.

5.3 In the event of late payment, the Provider is entitled to charge default interest at 9 percentage points above the base rate.

6. Rights to Work Results

6.1 Unless otherwise agreed, the Provider grants the Customer a non-exclusive, non-transferable right of use for the work results.

6.2 Ownership and copyright of the developed software remain with the Provider unless a differing written agreement is made.

7. Warranty and Liability

7.1 The Provider guarantees that the services rendered are free from defects that impair their contractual use.

7.2 Obvious defects must be reported in writing within 14 days of service delivery.

7.3 The Provider is only liable for damages caused by intent or gross negligence. In cases of slight negligence, the Provider is only liable for breaches of essential contractual obligations (cardinal obligations), but limited to typical and foreseeable damages.

8. Confidentiality and Data Protection

8.1 Both parties undertake not to disclose confidential information obtained during the collaboration to third parties.

8.2 The Provider processes the Customer's personal data solely in compliance with applicable data protection laws and only for the purpose of contract fulfillment.

9. Contract Duration and Termination

9.1 Contracts with a fixed term automatically terminate upon expiration.

9.2 Open-ended contracts may be terminated with three months' notice to the end of a month unless otherwise agreed.

9.3 The right to terminate for cause remains unaffected.

10. Final Provisions

10.1 German law applies exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2 The place of jurisdiction for all disputes arising from or in connection with this contract is the Provider's registered office, provided the Customer is a merchant.

10.3 Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

Munich, November 25, 2024

TekkMinds AG