General Terms and Conditionsof Purchase
DSA Daten- und Systemtechnik GmbH

1   Scope

1.1   We purchase products and services exclusively from entrepreneurs (§ 13 BGB), hereinafter also referred to as the supplier. These general terms and conditions of purchase therefore only apply if our supplier is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law within the meaning of § 310 BGB.

1.2   All offers, deliveries, services, software licenses, and maintenance from our supplier are exclusively based on these general terms and conditions of purchase.

1.3   These general terms and conditions of purchase apply exclusively. Deviating, conflicting, or supplementary general terms and conditions and/or sales conditions or delivery conditions of our supplier are hereby rejected; such conditions only become part of the contract if we have expressly agreed to their validity at least in text form. This also applies if our customer refers to their general terms and conditions and/or sales conditions or delivery conditions in the context of their order and we have not expressly objected to their validity again.

1.4   Our general terms and conditions of purchase apply in their respective valid version also without renewed explicit inclusion for all future transactions with our supplier.

2   Offer

2.1   All offers from the supplier must be submitted in writing or in text form. Their creation is free of charge for us.

2.2   All information and offers from our supplier in its advertisements, brochures, and other publications – regardless of the medium, whether online or offline – are binding, including price information. Our supplier is bound by specially prepared offers for us for 90 calendar days from the date of the offer.

2.3   We retain ownership and copyright to all information and documents provided – including in electronic form. Our documents, drawings, descriptions, and samples may not be passed on, published, reproduced, or otherwise made accessible to third parties without our express prior consent. This also applies beyond the processing of our inquiry or order. Upon request, the documents must be returned without retaining copies. The supplier has no right of retention to these documents.

2.4   All legal and/or regulatory requirements and specifications to be considered for the preparation of offers, the provision of services, the acquisition of the right to use software, or the provision of maintenance services must be communicated to us by our supplier at the latest when submitting its offer.

2.5   Unless expressly requested otherwise by us, the latest versions and models of the items and software to be delivered, which are produced according to the latest state of the art, must be offered. All offered products and services must comply with the applicable legal and technical standards of the intended place of use. If the intended place of use is not communicated to our supplier for the preparation of the offer, the place of use is deemed to be DSA Aachen, Pascalstraße 28, D-52076 Aachen, Germany.

2.6   Our supplier is obliged to inform itself about the intended use of the service to be provided by it. Our supplier assumes the independent duty to advise us on the selection and specification of the items and software to be delivered, in particular, it also assumes the duty to immediately notify us at least in text form of any concerns regarding the suitability of the items and software selected by us as well as the specifications desired by us for the intended purpose. Likewise, our supplier will immediately notify us at least in text form if and to the extent it has concerns about the manner of execution of the service desired by us.

2.7   Our supplier guarantees silicone-free products.

2.8   Our supplier undertakes to take back the packaging material free of charge.

3   Conclusion of Contract

3.1   If a specially prepared offer from our supplier is available, a contract is concluded exclusively through our written or text-form order. Otherwise, a contract is concluded through the written or text-form order confirmation from our supplier, which must be received by us within one week from the date of our order. The scope of the services to be provided is conclusively determined by our written or text-form order together with its respective attachments. The same applies to order changes.

3.2   Software offered and delivered by our supplier – even together with hardware – is not subject to any restrictions regarding the performance of the CPU (MIPS) and the place of use. No administrative fees are charged for extensions or additions to licenses and maintenance.

3.3   We reserve the right to request deviations from the offer documents and the order or order confirmation during the implementation of the order if this is necessary due to changes in legal or technical standards during the implementation of the order.

3.4   We may request subsequent changes to the agreed scope of services in terms of execution and quantity if special operational reasons require this (e.g., significantly changed order situation with us) and the change is customary in the trade or reasonable for our supplier. We will declare such a change request with a notice period of two weeks in advance. Such changes do not lead to a change in the unit prices.

3.5   Collateral agreements, changes, additions, or other deviations from these general terms and conditions of purchase are only valid if we have declared our consent in this regard. Such agreements must be made at least in text form.

3.6   We and our customers may enter the premises of our supplier at reasonable times and after prior notice for the purpose of inspecting the premises, the products, our property, the property of our customers, and the execution of the service.

3.7   We are entitled to terminate the contract with our supplier for good cause or to withdraw from this contract if our supplier has filed an application for the opening of insolvency proceedings, has ceased its payments not only temporarily, or insolvency proceedings have been opened over the assets of our supplier or the opening has been rejected for lack of assets, unless the contract is a continuing obligation that serves the continuation of the business.

4   Prices

4.1   The price stated in the order is binding. Additional services or changes to the services required for the fulfillment of the contract will not be remunerated.

4.2   Unless expressly agreed otherwise, all prices include the costs for proper packaging, freight, and return of the packaging. Any transport insurance will be concluded and borne by us.

4.3   If our supplier is based in Germany, the price is subject to the applicable German VAT at the time of performance. If our supplier is not based in Germany and the state of the supplier's registered office is not identical to the state of the place of performance, the price is without VAT. If the supplier's registered office is within the European Union, the supplier's VAT identification number and ours must be stated on all shipping documents and invoices. If our supplier violates this rule, we can claim compensation for the resulting damage.

5   Performance Period

5.1   Performance periods and dates are binding for our supplier. If our supplier does not perform its service within the agreed delivery time or is in default, we are entitled to the statutory claims, in particular, to withdraw from the contract and claim damages. The absence of necessary documents, data, supplies, and the like to be provided by us only excludes default by our supplier if our supplier has immediately reminded us of these in text form and has not received them within a reasonable period.

5.2   The performance period or performance date is met if the service has been fully rendered by its expiry or by reaching it. For deliveries, the date of the waybill and for contracts for work and services, the day of acceptance is decisive.

5.3   The supplier is obliged to notify us immediately in writing or in text form if circumstances arise or become apparent to it from which it can be seen that the agreed delivery periods or dates cannot be met.

5.4   If the non-compliance with a performance period or performance date is due to force majeure, labor disputes, delays in obtaining government permits, or other events beyond the supplier's control, we can demand performance at a later date under the originally agreed conditions from the supplier or withdraw from the contract in whole or in part or terminate it after a reasonable grace period.

6   Performance and Transfer of Risk

6.1   For all deliveries, the current INCOTERMS apply; the delivery condition DDU-place of performance applies. The risk regarding the delivery is transferred to us in the sense of the INCOTERMS.

6.2   For software licenses and software maintenance, the risk is transferred to us with the delivery of the software license or acceptance of the maintenance.

6.3   For contracts for work and services, the risk is transferred to us with the acceptance of the work.

6.4   At the request of our customer, deliveries will be carried out or insured in its name and on its account.

6.5   Our supplier must obtain at its own expense the permits and export and import documents required for the use of the products and software licenses.

6.6   If another place of performance is not communicated to our supplier, the place of performance is deemed to be DSA Aachen, Pascalstraße 28, D-52076 Aachen, Germany.

7   Our Rights to Software Licenses

7.1   If the terms and conditions of upstream suppliers are to apply to the software products included in the scope of delivery, these must be made available to us unsolicited and free of charge by our supplier before the conclusion of the contract. If these are not available at the time of the conclusion of the contract, require additions, or the terms and conditions of the upstream supplier are invalid, our general terms and conditions of purchase apply.

7.2   We receive a permanent, at least simple, non-exclusive right of use to the software products delivered by our supplier and the associated documentation. This right of use may be transferred to our customers.

7.3   The source code (source program, source code) of the delivered software becomes our property after acceptance. After acceptance, our supplier is obliged to hand over the entire source code, object code (executable programs), and the associated documentation to us and to destroy copies.

8   Right of Use for Software Licenses

8.1   The use of software licenses is not restricted with regard to data, place of use, and computer.

8.2   We are entitled to make copies for the purpose of data backup.

8.3   Modification or editing of the software by us or a third party commissioned by us is permissible if our supplier cannot or does not want to carry out the order. A period of three weeks is set for the examination of the order acceptance by our supplier.

9   Software Maintenance

9.1   Our supplier will keep the software in a functional state within the framework of the maintenance contract (hereinafter referred to as "maintenance"), in accordance with the specifications of the user manual supplied with the object code of the software.

9.2   Our supplier will provide the following services to us or our customer as part of the maintenance:
At our option, the elimination of reproducible errors in the software and the documentation provided or the naming of measures to circumvent the temporary bridging of errors. Sending the latest version of the software and the latest changes to existing versions (patches or updates) on the agreed data carrier and sending the corresponding documentation.
Telephone support for software problems. Our supplier ensures that a helpdesk is available for us or our customer in the event of such problems on weekdays (Mon-Fri) from 09:00 to 17:00 (CET).

9.3   Unless expressly agreed otherwise, maintenance can be terminated by us with a notice period of one week to the end of the month and by our supplier with a notice period of three months to the end of the respective contract year. However, our supplier cannot terminate in the first contract year.

9.4   Error corrections must be started immediately by our supplier and completed as quickly as possible.

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10   Work on Our or Our Customers' Premises
      For work where employees of our supplier or its agent work on our or our customer's premises, the following applies.

10.1 Our supplier must provide its personnel at its own expense for instruction on existing safety regulations and hazards and take all necessary measures to protect people and property at the workplace.10.2 Our supplier must provide its personnel with the necessary workplace equipment at its own expense.

10.3 The required workplace equipment of our supplier must ensure that the work can begin immediately upon the arrival of the personnel and be carried out without delay until acceptance.

10.4 If our supplier does not fulfill its obligations, we are entitled to carry out the actions incumbent on our supplier at its expense.

11   Payment Terms

11.1 Payments will be made to the account specified by our supplier on the invoice. If multiple accounts are specified on the invoice, we will choose the account.

11.2 The agreed price is due for payment within 30 calendar days of receipt of the invoice by us. If we make the payment within 14 calendar days, our supplier grants us a 3% discount on the invoice amount. To meet the deadline, the receipt stamp on the supplier's invoice and the value date of the payment on one of our accounts are decisive.

11.3 Invoices can only be processed by us if the order number specified in the order is indicated, the delivery or service has been fully provided, and in the case of work services or software maintenance, acceptance has taken place. The supplier is responsible for all consequences arising from non-compliance with this obligation, unless it proves that it is not responsible for them.

11.4 We are entitled to set-off and retention rights to the extent provided by law.

12   Retention of Title

12.1 The goods provided by our supplier become our property upon delivery. We hereby object to retention of title by our supplier.

12.2 If we or one of our customers provide parts or materials to the supplier, we or our customer retain ownership of them. Processing or transformation by the supplier is carried out for us or our customer. In the event of processing or mixing, we or our customer remain the owner of the parts or materials.

13   Warranty

13.1 If an agreed quality is missing or if the service provided by our supplier or the delivery item is otherwise defective within the meaning of § 434 BGB, we can demand subsequent performance from our supplier by way of replacement delivery or rectification at our discretion. If a replacement delivery and/or rectification has failed three times within a reasonable period, subsequent performance is deemed to have failed. Rectifications are carried out at our discretion at our premises or at our customer's premises.

13.2 Our supplier guarantees that the delivered software and its data structure will function error-free after delivery and installation at our or our customer's premises and that proper data backup can be carried out and that the service provided by our supplier will be carried out by appropriately trained and qualified personnel.

13.3 The warranty period begins with the date of delivery or acceptance and is 24 months.

13.4 If the subject matter of the contract is a commercial transaction for both parties within the meaning of § 343 HGB, the following also applies: Our inspection and complaint within the framework of the duty to inspect and give notice of defects under §§ 377 HGB is deemed to have been made without delay and therefore in good time if the notice of defects is received by our supplier within 2 weeks of delivery of the goods.

13.5 Our supplier warrants the use of the best, appropriate materials and proper and professional execution, taking into account the latest state of science and technology.

13.6 Our supplier expressly guarantees the complete conformity of the sold goods with the samples, models, and descriptions provided by it.

13.7 Our supplier is obliged to sell us only such goods that comply with all applicable laws, regulations, standards, and provisions binding on it and that enable us to comply with the regulations binding on us regarding the goods without further measures.

13.8 Our supplier remains responsible for its delivery or service and its defect-free provision even if we have signed, approved, stamped, marked with a "seen" note, or otherwise marked the plans, drawings, calculations, and/or other execution documents submitted by the supplier.

14   Liability

14.1 Our supplier is liable for material and legal defects in its delivery or service in accordance with the statutory provisions.

14.2 If our supplier is responsible for a product defect within the meaning of the Product Liability Act, it is obliged to indemnify us against claims for damages by third parties on first demand. In addition, our supplier must reimburse us for any expenses incurred in accordance with §§ 683, 670 BGB that arise from or in connection with a recall action carried out by us. We will inform our supplier about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give it the opportunity to comment. Further statutory claims remain unaffected.

14.3 At our request, our supplier must take out and maintain product liability insurance with a lump sum coverage of at least €10 million per personal injury or property damage. Our supplier must provide proof of the existence of insurance coverage upon request.

15   Violation of Property Rights

15.1 The supplier guarantees that no third-party rights are violated in connection with its delivery or service.

15.2 If we are held liable by a third party for the infringement of a property right, the supplier is obliged to indemnify us against these claims on first written demand. If indemnification by the third party has not occurred after a reasonable period, we are entitled to make agreements with the third party, in particular to conclude a settlement.

15.3 The supplier's indemnification obligation extends to all

expenses incurred by us as a result of or in connection with the claim by a third party and which we considered necessary and appropriate.

16   Assignability of Claims

16.1   Our supplier is not entitled to transfer or assign its claims, rights, and obligations from contracts concluded with us, in whole or in part, to third parties without our consent.

16.2   The supplier is only entitled to set-off or retention rights against our claims from contracts concluded with us to the extent that its counterclaim is based on the same contractual relationship and has been legally established or is undisputed.

17   Applicable Law, Arbitration Clause

17.1   These general terms and conditions of purchase and the entire legal relationships between us and our supplier, including the following arbitration agreement, are governed exclusively by the law of the Federal Republic of Germany, excluding all international and supranational regulations, in particular the UN Sales Convention.

17.2   All disputes arising from a contractual relationship between us and our supplier or from the breach, termination, or invalidity of the contractual relationship will be finally decided according to the arbitration rules of the German Institution of Arbitration e.V. (DIS), excluding the ordinary legal process. The language of the proceedings is English or, if both parties agree, German. The place of arbitration is Aachen.

18   Partial Invalidity

Should any provision in these general terms and conditions of purchase be or become wholly or partially invalid, the validity of all other provisions and agreements between our supplier and us shall not be affected.

Status: September 30, 2024