

TERMS AND CONDITIONS

General Terms and Conditions of Innosoft GmbH

1. General

The following contractual terms and conditions apply exclusively to all deliveries and services provided by Innosoft GmbH (Innosoft). General terms and conditions referred to in the order or other correspondence from the purchaser (customer) shall not be recognized, even if Innosoft has not expressly objected to them again after receipt.

Agreements deviating from the General Terms and Conditions shall only be valid if they have been made in writing.

Offers made by Innosoft are always subject to change. A contract is only concluded upon written confirmation by Innosoft or upon execution of the order.

The customer is not entitled to transfer rights from a contract with Innosoft to third parties without Innosoft's consent.

2. Services

2.1 Scope of services

Innosoft undertakes to provide the contractually agreed services. In the case of deliveries, Innosoft is entitled to replace specified products with technically equivalent ones in consultation with the customer.

Innosoft is entitled to provide partial services if the contract provides for independent service sections, and is entitled to make partial deliveries.

2.2 Performance time, delay, impossibility

Delivery or performance dates specified by Innosoft are non-binding unless a delivery or performance time has been specifically agreed.

If the customer defaults on a cooperation obligation incumbent upon them and Innosoft is consequently unable to meet the agreed delivery or performance time, the customer may not assert claims for default in this respect. Innosoft's claims for performance remain unaffected. If Innosoft is responsible for the failure to meet deadlines and dates, the customer shall be entitled to withdraw from the contract after the fruitless expiry of a reasonable grace period set in writing. The customer may claim damages to the extent specified in Section 6.

The occurrence of unforeseen events beyond Innosoft's control, such as force majeure, labor disputes, delays by suppliers, or breach of contractual obligations by the customer, entitles Innosoft to postpone performance for the duration of the hindrance and a reasonable start-up period. If, as a result of the aforementioned events, the performance of the contract becomes unreasonable for one of the contracting parties, in particular if the performance of the contract is delayed by more than six months in essential parts, this party may declare its withdrawal from the contract.

2.3 Term of rental or cloud contracts

For rental or cloud contracts, the minimum term is 24 months. The contract is automatically renewed for a further 12 months at a time, unless either party gives written notice of termination three months before the end of the term.

2.4 Transfer of risk and default of acceptance

The risk of accidental loss shall pass to the customer upon delivery of the parts to the customer. In the case of shipment of goods, the risk shall pass to the customer upon delivery of the parts to the forwarding agent, carrier, or similar.

If the customer does not accept the delivery items, Innosoft is entitled, after setting and fruitlessly expiring a reasonable deadline, to either withdraw from the contract or demand compensation instead of performance.

2.5 Retention of title, security deposit

Innosoft retains title to the delivered goods until all claims have been satisfied in full. Innosoft may also demand the return of the delivered goods if Innosoft has not withdrawn from the contract.

The customer is only entitled to resell the goods under retention of title within the scope of its normal business operations. The customer hereby assigns to Innosoft all claims to which it is entitled from the resale, including ancillary rights, as security.

Innosoft may make the acceptance and execution of orders dependent on the provision of appropriate security. This applies in particular if the customer is in arrears with obligations from other existing or previous contracts, if there are justified doubts about its ability to perform, if Innosoft believes that the enforcement of claims may be associated with considerable difficulties, or if other circumstances exist that justify the demand for security. Innosoft is entitled to refuse to perform its own services until the security has been provided. Innosoft will release the securities at the customer's request to the extent that their value exceeds all claims to be secured by more than 20%.

3. Customer's obligations to cooperate

Unless otherwise agreed, the customer shall, at its own expense and risk, provide all data and information from its business sphere necessary for the provision of services and, in the case of program creation, the computing time, data collection capacities, and test data required for this purpose.

Data carriers provided by the customer must be free of defects in terms of content and technology. If this is not the case, the customer shall compensate Innosoft for all damages arising from their use and shall indemnify Innosoft against any claims by third parties in this respect.

The customer shall retain copies of all documents and data carriers handed over by Innosoft, which Innosoft may access free of charge if necessary.

If Innosoft's services are to be provided at the customer's premises, the customer shall provide functional workstations necessary for the provision of services for employees of Innosoft GmbH or its vicarious agents within its premises.

The customer shall grant Innosoft GmbH employees and other vicarious agents secure access to the location of the system installed at its premises in accordance with the regulations of the employers' liability insurance association, insofar as this is necessary for the performance of the contract. The customer shall inform Innosoft of any additional accident prevention regulations that must be observed. Furthermore, the customer shall take all measures imposed on them by public law or contract to prevent accidents.

If the customer violates its obligations to cooperate and this results in additional expenses for Innosoft, the customer shall bear the necessary additional costs, including those for waiting times and any additional travel that becomes necessary.

If the customer violates an obligation to cooperate that is a prerequisite for the performance of an obligation by Innosoft, Innosoft shall, without prejudice to its claims for compensation for any damages and additional costs, be treated with regard to the ongoing performance obligation that has been made (temporarily) impossible for it as if it had fulfilled this obligation properly, and the corresponding remuneration shall be – reduced by the expenses saved by Innosoft – shall be due. As soon as the obstacle to performance has been removed, Innosoft shall – as far as possible – make up for its contractual performance, whereby any additional expenses shall be remunerated additionally.

4. Acceptance in the case of a contract for work

As soon as Innosoft has notified the customer of the completion of the service, the customer shall carry out an acceptance within two weeks, which shall be recorded in a report.

If no defects are found during acceptance, acceptance shall be declared immediately by countersigning the acceptance report. Acceptance may not be refused on the grounds of minor defects.

In the event of significant errors or deviations from the service specification, the customer may refuse acceptance, specifying the defect in detail. Innosoft shall remedy these defects within a reasonable period of time and notify the customer of completion. The same conditions shall apply to the subsequent re-acceptance as to the first acceptance.

If the customer does not declare acceptance within the specified period, acceptance shall be deemed to have been declared. Innosoft is obliged to specifically inform the customer of the intended significance of their behavior at the beginning of the period.

Acceptance shall also be deemed to have been declared in the event of unconditional use.

Innosoft may demand acceptance of individual, separable partial services.

5. Warranty for material defects

Innosoft provides a warranty for material defects in deliveries in accordance with the following provisions:

Obvious defects must be reported in writing no later than 14 days after acceptance. If the customer is a merchant, this also applies to all other defects. If the customer does not immediately give Innosoft the opportunity to verify the defect, all warranty claims shall lapse.

In the event of a justified, timely complaint, Innosoft is entitled and – insofar as this is reasonable for Innosoft – obliged to repair or replace the defective parts at its own expense within a reasonable period of time at its own discretion. All costs incurred by Innosoft in connection with an unjustified complaint must be reimbursed by the customer without delay. If the repair or replacement delivery fails, the customer may, after a reasonable grace period has expired, demand a reduction in payment or withdraw from the contract. However, the customer is only entitled to withdraw from the contract if Innosoft is responsible for the breach of duty.

The warranty period is 12 months from delivery or acceptance.

If the service to be provided by Innosoft relates in whole or in part to planning work, studies, analyses, or similar, Innosoft warrants that the services have been created and performed in accordance with the principles of proper professional practice. If relevant defects are discovered, Innosoft shall correct or recreate the plans, reports, documents, etc. provided free of charge and remedy the defects. The warranty does not extend to a specific economic success.

If the contract relates wholly or partly to development work, Innosoft warrants that the part to be developed complies with recognized technical standards, that the quality of the material is satisfactory, insofar as it is not the subject of the development, that the work is carried out professionally and to a high standard, and that the minimum requirements specified in each individual case are met.

Innosoft warrants that the software created by Innosoft is free of reproducible errors on the hardware specified for it in the contract and that it fulfills the functions described. In the case of reproducible errors that do not impair the function but merely result in losses in handling, Innosoft is entitled to circumvent these by changing the configuration as long as the function is retained, unless the circumvention is of no interest to the customer.

In the case of software created by third parties, Innosoft provides a warranty in accordance with the respective warranty conditions of the software manufacturer or supplier. Innosoft shall in no case be liable for improper operation, maintenance, or other handling of the object of performance by the customer or persons acting within its sphere of influence.

6. Liability and compensation, statute of limitations

Innosoft shall be liable for compensation for damages or futile expenses – regardless of the legal basis – up to EUR 20,000 per claim, but limited to a maximum of the respective remuneration for the calendar year. Compensation for consequential damages, in particular lost profits and/or loss of production, is excluded.

Innosoft shall only be liable for the loss of stored data if the customer has ensured, by means of a properly performed data backup, that this data can be reconstructed at reasonable expense. Any further liability is excluded.

Innosoft accepts no liability for malfunctions attributable to defects in the operating system, database, or other software produced by third parties, or to incorrect operation or incorrect customization by the customer, unless Innosoft was aware of defects in the software and it was reasonable to expect the defects to be remedied or other defect-free software to be used.

When providing personnel for work carried out under the supervision and according to the instructions of the customer, Innosoft shall only be liable if Innosoft intentionally or through gross negligence failed to select the personnel in accordance with the customer's previously announced requirements. Liability is excluded if the damage would have occurred even if the selection had been correct.

Claims for damages against Innosoft shall become time-barred, unless they were caused intentionally, within one year of acceptance, and in the case of consulting services, within one year of the last day of consulting.

7. Prices

Deliveries and services are provided at the binding prices, plus the applicable VAT, and in accordance with the terms and conditions set out in the written order confirmation.

8. Terms of payment

Unless otherwise agreed, payment shall be made without deductions 14 days after invoicing, free of charge for Innosoft. The customer shall only be entitled to a right of retention and a right of set-off to the extent that its counterclaims are undisputed or have been legally established.

Services that are to be remunerated on a time and material basis shall be invoiced at the agreed hourly or daily rates. Ancillary costs or other costs incurred in connection with the performance of the contract shall be invoiced according to the actual amount incurred. In the event of a recurring obligation on the part of Innosoft, invoicing shall be in monthly installments.

In the event of late payment, Innosoft shall be entitled to charge default interest at the statutory rate in addition to claiming further damages. Innosoft reserves the right to prove higher interest damages.

If the customer violates its payment obligation, Innosoft shall be entitled, in addition to asserting its claim for performance, to suspend further processing of all orders with the customer or to assert its statutory or contractually agreed claims. The customer shall also be obliged to surrender goods subject to retention of title if Innosoft does not withdraw from the contract.

9. Rights of use

The customer is not entitled to use Innosoft's offer and associated documents. These documents may not be reproduced or made available to third parties in whole or in part. The same applies to the use of these documents for a tender or other award and for the purpose of other processing.

Copyright-protected works within the meaning of these General Terms and Conditions are work results of any kind, e.g., evaluations, planning documents, program material, documentation, reports, drawings, know-how, etc., which are handed over or made available to the customer in any form of presentation in the course of the fulfillment of the contract. Subject to full payment, the customer shall only receive a simple, non-transferable right to use the workpieces provided to them for the intended purpose of use in their own business operations in accordance with the contract. In particular, the customer is not entitled to pass on the copyright-protected works commercially or to reproduce them in any form, unless this is necessary for the intended use of the works.

The resale of the material to third parties is only permitted if the purchaser agrees in writing to the terms of use set out here with Innosoft.

These provisions apply accordingly to all copyrights, patent rights, and other industrial property rights.

Insofar as the customer uses know-how and copyrighted works of any kind that they have received or to which they have gained access in a permissible manner internally or in a manner that is visible to third parties, they must refer to Innosoft as the copyright holder in writing or in another visually noticeable manner by means of a suitable addition.

Copyrighted works must be permanently marked with the notice © Innosoft and the year in which the work was received. The publication of material or industrial property rights of any kind requires the prior written consent of Innosoft.

10. Warranty for legal defects

Innosoft shall exercise the care customary in the industry to ensure that its work results do not infringe the rights of third parties.

If third parties assert claims against the customer with regard to the programs created for them by Innosoft or the results of their development

Innosoft shall indemnify the customer against such claims, provided that the customer has informed Innosoft of this at such an early stage that Innosoft had sufficient opportunity to take all necessary measures for legal defense and possible settlement at its own discretion, but with all necessary support from the customer. Except in cases of intent or gross negligence, liability or indemnification shall be limited to a reasonable and industry-standard usage fee. The customer's right to withdraw from the contract if Innosoft is responsible for the breach of duty remains unaffected.

If Innosoft does not succeed in defending against these claims within six months or if Innosoft does not reach an agreement with the third party in such a way that the customer can continue to use the programs or development results in an economically reasonable manner, the contracting parties shall endeavor to amend the contract in a manner that is as close as possible to their economic interests.

Innosoft is entitled to redesign the work and/or development results in such a way that the infringement of third-party rights is excluded, as long as the service remains free of material defects. These claims of the customer do not exist if the legal defect is only insignificant.

11. Export control regulations

Insofar as the delivered goods are subject to German and, where applicable, US export and control regulations, any export from the Federal Republic of Germany requires the

approval of the Federal Office of Economics and Technology, Eschborn, and, where applicable, the US Department of Commerce, Washington. The customer is responsible for the accuracy of their information in the context of customs clearance.

12. Confidentiality

Each contracting party is obliged not to use or exploit the economic and technical information and knowledge made available by the other party during the preparation and execution of the contractual relationship or otherwise become known to it during the term of the contract and for one year after its termination without the prior written consent of the contracting party concerned, and not to make it available to third parties. The obligation of confidentiality does not apply to information and knowledge that was known to a party prior to receipt, or was accessible to the public prior to receipt, or became accessible to the public after receipt without the party being responsible for this, or was made accessible at any time by a third party who, to the best of the party's knowledge, was entitled to do so.

13. Data protection

Insofar as personal data of customers is processed, data processing shall only be carried out in accordance with the provisions of the Federal Data Protection Act and other regulations on data protection.

14. Miscellaneous

Should one or more provisions of these provisions or of the concluded contract be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions or of the contract shall remain unaffected.

The invalid or unenforceable provision shall be replaced by a valid or enforceable provision that comes closest to the intention of the contracting parties, particularly in economic terms. The same applies in the event of a loophole.

The exclusive place of jurisdiction is Dortmund. Any ancillary agreements, additions, amendments and notices of termination must be made in writing. The law of the Federal Republic of Germany applies exclusively.

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