

# General Business Terms and Conditions of UFIT AG

These General Business Terms and Conditions („AGBs“) apply for all contracts, deliveries and other performances by UFIT AG, (address), (hereinafter also referred to as „UFIT“), in dealings with its Customers. All and any deviating business terms and conditions of the Customer are hereby rejected. UFIT shall only recognize any such deviating terms and conditions if they have been expressly agreed in writing.

The “AGBs” consist of General Terms and Conditions (Section I.), Special Terms and Conditions for Business Consultancy (Section II.). The Customer is able to download and print the aforesaid “AGBs” under [www.UFIT-online.com/agb](http://www.UFIT-online.com/agb) or to submit a written request by means of an e-mail to [info@UFIT.de](mailto:info@UFIT.de).

## I. General Terms and Conditions of Business

### § 1 General

(1) UFIT’ offers are specifically not directed to consumers within the meaning of Section 13 of the German Civil Code (BGB). Upon the conclusion of a contract, the relevant Customer confirms that the services to be provided by UFIT or the documents to be provided by UFIT are being commissioned or acquired for his/its commercial or freelance activities.

(2) All ancillary agreements are to be confirmed in writing; individual agreements shall always have priority.

(3) Business relationships between UFIT and its Customers are governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (UN-Kaufrecht).

(4) The exclusive legal venue for all disputes in connection with the present contract is Neuhofen, Germany, if the Customer is a trader, a legal entity under public law, a public-law fund or has no legal venue in Germany. UFIT shall also be entitled to bring legal action against the Customer at its general legal venue.

### § 2 Turnover Tax and Payment

(1) Unless otherwise stated, the agreed fees and/or prices are net prices plus value-added tax.

(2) Unless otherwise agreed, payment obligations of the Customer are due for settlement within 14 days after the invoice date. If a Customer is in arrears with his/its

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**Vorstand**  
**Managing Board**  
Dipl.-Inf. Harald Schilg  
**Aufsichtsrat**  
**Supervisory board**  
Hans Kersel (Vors.)

**Registergericht**  
**Registered**  
Ludwigshafen HRB 5001  
**USt-IdNr:** DE209692349  
**St.Nr.** 27/664/0238/4

**Bankverbindung**  
**Bank Details**  
VR Bank Rhein-Neckar  
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SWIFT:GENODE61MA2

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payment obligations, UFIT shall be entitled to insist on damages and/or to withdraw from the Contract in accordance with the relevant legal regulations.

(3) UFIT shall always provide the Customer with an invoice. Upon the acquisition of documents relating to the Online Shop, UFIT shall also be entitled to transmit invoices by e-mail as a pdf-data file.

### § 3 Liability

(1) UFIT shall be liable for property and legal defects in accordance with the relevant legal regulations.

(2) Damage compensation claims extending beyond liability for property and legal defects, may only be enforced by a Customer against UFIT in the event of willful intent or gross negligence. The aforesaid liability exclusion shall not apply in the event of an impairment to life, body or health or in the event of a breach of major contractual obligations. The amount of UFIT' liability shall be limited to typically foreseeable damages when the contract was concluded.

(3) Liability under the German Product Liability Act and other compulsory legal regulations shall remain unaffected.

### § 4 Offsetting and Retention Right

The Customer shall only be entitled to exercise a retention right if the relevant counterclaims are recognized by UFIT or recognized by declaratory judgment. The Customer shall only be entitled to exercise a retention right insofar as his/its counterclaim is based on the same legal relationship.

### § 5 Data Protection

(1) The Customer is aware and in agreement that personal data required for the execution of the relevant order may be stored by UFIT on data carriers. The Customer expressly agrees with the collection, processing and use of his/its personal data. Personal data stored by UFIT shall naturally be treated in confidence. The collection, processing and use of personal data relating to the Customer shall be effected in accordance with the Federal German Data Protection Act (BDSG) and the Telemedia Act (TMG).

(2) With the prior express consent of the Customer, personal information may also be used in order to acquire information on products, marketing measures and other services.

(3) The Customer shall be entitled to refuse to give its consent at any time as far as the future is concerned. In this case, UFIT shall be obliged to immediately delete all and any personal data relating to the Customer. If there are any ongoing contractual relationships, these shall be deleted after they have expired.

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## II. Special Terms and Conditions relating to Management Consultancy Services

### § 6 Commissioning and Establishment of an Assignment

#### Termination

(1) The assignment, approach, type of working results and compensation shall be specified by means of a written agreement to be concluded between UFIT and the Customer. All and any amendments, supplements or extensions of the assignment specification, the relevant approach and the type of working results must be the subject matter of a written agreement.

(2) The services of UFIT shall be performed when the necessary analyses and the resulting conclusions and recommendations have been processed and explained to the Customer. It is irrelevant whether and when the Customer implements the conclusions and/or recommendations.

### § 7 Duties and Obligations of the Customer

(1) The Customer undertakes to assist the work to be carried out by UFIT. In particular, the Customer shall gratuitously comply with all prerequisites pertaining to its sphere of operational activities and which are necessary for carrying out the necessary work or services. If the reasonably requested prerequisites are withheld, the Customer shall compensate UFIT for the documented unoccupied time involved separately.

(2) The Customer shall undertake not to recruit or commission employees or vicarious agents of UFIT engaged in connection with the execution of consultancy services within a period of 24 months after the end of their respective collaboration.

### § 8 Duties and Obligations of UFIT

UFIT is obliged to treat all information concerning operational and business secrets of the Customer in confidence and shall arrange for a corresponding covenant statement to be signed by its employees and/or vicarious agents upon request. If one of the employees or vicarious agents fails to comply with the aforesaid obligation, UFIT shall assign the recourse entitlements to the Customer which are lodged against the employee or vicarious agent.

### § 9 Protection of Working Results

All reports, plans, designs, summaries and calculations produced by UFIT may only be used for the contractually agreed purposes. Each and every non-contractual utilization of the aforesaid performances, especially their publication, shall require the prior written consent of UFIT. This shall also apply even if the work performed fails to comply with special legal rights and, in particular, with the relevant copyrights.

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