AKI GmbH
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General Terms and Conditions of Contract of AKI GmbH (Provider) -AV AKI-

(Version 2.1E – Juli 2026)

1. Conclusion of contract

1.1. Offers made by the Provider - in particular with regard to price, delivery time and delivery date - are subject to change without notice. The illustrations, drawings or other information in catalogues, brochures, directories and other advertising and information material relating to the goods and the data contained therein, e.g. on performance, dimensions, weight, colour, shall only become a binding part of the contract if the Provider has expressly agreed to this in writing.

1.2. The Provider is entitled to make technical improvements, customary changes in the design and equipment of the goods that have become necessary due to market requirements or due to legal regulations, provided that the corresponding changes are reasonable for the Customer, in particular do not impair the usability for the contractually intended purpose, and do not relate to expressly warranted characteristics.

1.3. Orders shall only be deemed accepted at the time of the written order confirmation by the Provider. In the event of immediate delivery, the invoice shall be deemed to be the order confirmation.

1.4. All agreements and other legally relevant declarations require the written confirmation of the Provider. The Provider's employees are not authorised to make verbal agreements.

1.5. In the case of delivery of samples and specimens, the properties of the sample or specimen shall not be deemed assured.

2. Remuneration, payment, performance protection, deadlines

2.1. Unless otherwise agreed, remuneration shall be calculated on a time and material basis at the Provider's prices generally applicable at the time of conclusion of the contract. Remuneration is, in principle, the net price plus legally applicable value added tax and any other legally applicable levies, e.g. copyright levies. Insurance, transport, packaging, further taxes and customs duties are exclusive and shall be borne by the Customer unless otherwise agreed.

The Provider may invoice on a monthly basis. If services are remunerated on a time and material basis, the Provider shall document the nature and duration of the activities and submit this documentation with the invoice.

2.2. All invoices are to be paid in full and free of charge, no later than 30 calendar days after receipt.

2.3. The Customer may only offset (or withhold) payments due to defects if he is actually entitled to the assertion of payment claims due to material defects or defects of title pertaining to the service. Due to other claims for defects, the Customer may withhold payments only to a proportionate extent, taking into account said defect. Clause 5.1 shall apply accordingly. The Customer has no right of retention if his claim for defects is time-barred. Aside from that, the Customer may only offset or exercise a right of retention with undisputed or legally established claims.

2.4. The Provider retains title and rights to be granted to the services until the remuneration owed has been paid in full; justified retentions of defects pursuant to Clause 2.3. Sentence 2 shall be taken into account. Furthermore, the Provider retains ownership until all its claims arising from the business relationship with the Customer have been satisfied.

The Provider is entitled to prohibit the Customer from further use of the Services for the duration of any default in payment by the Customer. The Provider may only assert this right for a reasonable period of time, as a rule for a maximum of 6 months. This does not constitute a withdrawal from the contract. Section 449 (2) German Civil Code (BGB) shall remain unaffected.

If the Customer or the Customer's customer returns the services, the receipt of the services does not constitute a withdrawal by the Provider, unless the Provider has expressly declared the withdrawal. The same applies to the seizure of the reserved goods or of rights to the reserved goods by the Provider.

The Customer may neither pledge nor assign – by way of security – items or rights subject to retention of title. The Customer is only permitted to resell the goods in the ordinary course of business as a reseller on the condition that the Customer has effectively assigned to the Provider its claims against its customers in connection with the resale, and the Customer transfers ownership to its customer subject to payment. By concluding this contract, the Customer assigns its future claims against its customers in connection with such sales to the Provider by way of security, who hereby accepts this assignment.

For the duration of the retention of title, the Customer shall keep the goods subject to retention of title in safe custody for the Provider free-of-charge and shall keep them adequately insured at replacement value against damage by fire, water and theft.

If the Provider withdraws from the contract due to the Customer's conduct, which is deemed to be in breach of contract in accordance with the statutory provisions, the Provider shall be entitled to demand the return of the reserved goods from the Customer. At the latest, the demand for return shall also constitute a declaration of withdrawal on the part of the Provider. The Customer shall bear the transport costs incurred for the return.

If the value of the Provider's security interests exceeds the amount of the secured claims by more than 20%, the Provider shall release a corresponding proportion of the security interests at the request of the Customer.

2.5. In the event of a permissible transfer of rights of use to deliveries and services, the Customer is obligated to impose their contractually agreed restrictions on the recipient.

2.6. If the Customer does not settle a due claim in full or in part by the contractual payment date, the Provider may revoke agreed payment terms for all claims. Furthermore, the Provider is entitled to perform further services only against advance payment or against security in the form of a performance guarantee from a credit institution or credit insurer authorised in the European Union. The advance payment shall cover the respective billing period or – in the case of one-off services – their remuneration.

2.7. In the event of the Customer's economic inability to fulfil his obligations vis-a-vis the Provider, the Provider may terminate existing exchange contracts with the Customer by way of rescission, and continuing obligations by termination without notice, including in the event of an application for insolvency by the Customer. Section 321 German Civil Code (BGB) and Section 112 German Insolvency Directive (InsO) shall remain unaffected. The Customer shall inform the Provider in good time in writing of any impending insolvency.

2.8. Fixed performance dates shall only be expressly agreed in documented form. The agreement of a fixed performance date is subject to the proviso that the Provider receives the services of its respective upstream Providers on time and in accordance with the contract.

2.9. The Provider is entitled to partial performance if (and to the extent that) such partial performance is reasonable for the Customer.

2.10. If the Provider grants the Customer a quantity discount on deliveries or services, the discount shall be granted on condition that the agreed quantity is purchased in full within the agreed period. If the Customer does not take delivery of the agreed quantity within the agreed period, the Customer shall be charged the difference to the list price for the quantity already taken under the quantity discount.

3. Cooperation, duties to cooperate, confidentiality

3.1. The Customer and the Provider shall each appoint a responsible point of contact. Unless otherwise agreed, communication between the Customer and the Provider shall take place via these points of contact. The points of contact shall, without delay, facilitate all decisions connected with the execution of the contract. The decisions shall be documented in a binding manner.

3.2. The Customer shall be obligated to support the Provider, as far as necessary, and to create in his sphere of operation all conditions necessary for the proper execution of the order. To this end, he shall, in particular, provide necessary information and, if possible, enable remote access to the Customer's system. If remote access is not possible for security (or other) reasons, the deadlines affected by this shall be extended appropriately; the contracting parties shall agree on an appropriate arrangement for further effects. The Customer shall also ensure that expert personnel are available to support the Provider.

Insofar as services are rendered via remote access, the contractual terms and conditions as per "Teleservices AKI" shall apply in addition.

Insofar as it is agreed in the contract that services can be provided on the Customer's premises, the Customer shall provide sufficient workstations and work equipment free-of-charge at the Provider's request.

If contact with third parties from the Customer's sphere is necessary for the provision of services, e.g. for the creation of interfaces to third-party software, the Customer shall establish the contact and coordinate dates, unless otherwise agreed.

3.3. Unless otherwise agreed, the Customer shall ensure proper data backup and downtime provisions for data and components (such as hardware, software) that are appropriate to their type and importance.

3.4. The Customer shall report defects in writing without delay in a comprehensible and detailed form, stating all information useful for the detection and analysis of defects. In particular, the work steps that led to the occurrence of the defect, the manifestation and the effects of the defect shall be stated. Unless otherwise agreed, the relevant forms and procedures of the Provider shall be used for this purpose.

3.5. The Customer shall support the Provider in examining and asserting claims against other parties involved in connection with the performance of the service appropriately upon request. This applies, in particular, to recourse claims of the Provider vis-a-vis upstream Providers.

3.6. The contracting parties are obligated to maintain confidentiality about business secrets, as well as other information designated as confidential (e.g. in documents, records, data files), which become known in conjunction with the performance of the contract and not to use (or disclose) them beyond the purpose of the contract without the written consent of the other contracting party.

The respective recipient contracting party is obligated to take appropriate confidentiality measures for business secrets and for information designated as confidential. The contracting parties are not entitled to obtain business secrets of the other contracting party by observing, examining, dismantling or testing the subject matter of the contract. The same applies to other information or objects obtained during the performance of the contract.

Business secrets and other information designated as confidential may only be disclosed to parties who are not involved in the conclusion, performance or execution of the contract with the written consent of the other contracting party.

Unless otherwise agreed, the obligation to maintain secrecy for other information designated as confidential shall end five years after the respective information has become known, but in the case of continuing obligations not before their termination. Business secrets are to be kept secret for an unlimited period of time.

The contracting parties shall also impose these obligations on their employees and any third parties engaged.

3.7. The contracting parties are aware that electronic and unencrypted communication (e.g. by email) is fraught with security risks. When utilising this type of communication, they shall, therefore, not assert any claims based on the absence of encryption, except to the extent that encryption has been previously agreed.

4. Force majeure, disruptions in the provision of services

4.1. The Provider shall not be liable for the non-performance of any of its obligations if the non-performance is due to a cause of impediment beyond its control, including strikes and lock-outs, and the Provider could not reasonably be expected to have considered the cause of impediment at the time of entering into the contract, or to have avoided (or overcome) the cause of impediment or its consequences.
If the Provider's non-performance is due to the non-performance by a third party, of which it makes use for the full (or partial) performance of the contract, the Provider shall be discharged from liability
a) if it is exempt under the first paragraph of this Clause 4.1; and
b) if the third party would itself also be exempt under the first paragraph of this Clause 4.1 if paragraph 1 were applied to it.
The exemption provided for in this Clause 4.1 shall apply for the period during which the reason for the impediment exists, including, if necessary, a reasonable restart period.
The Provider shall notify the Customer of the reason for the disruption and its effect on the Customer's ability to perform within a reasonable period of time.
4.2. If the amount of operating effort is increased due to a disruption, the Provider may also demand payment for the additional effort, unless the Customer is not responsible for the disruption and its cause lies outside its sphere of responsibility.
4.3. If the Customer can withdraw from the contract due to improper performance by the Provider and / or claim damages instead of performance or claims as such, the Customer shall declare in writing at the Provider's request within a reasonable period of time whether it asserts these rights or continues to wish that the service be provided. In the event of a withdrawal, the Customer shall reimburse the Provider for the value of previously existing possibilities of use; the same shall apply to any deteriorations due to intended use.
If the Provider is in default with the provision of the service, the Customer's compensation for damages and expenses due to the default shall be limited to 0.5% of the price for the part of the contractual service that cannot be utilised due to the default, for each full week of the default. The liability for delay shall be limited to a maximum of 5% of the remuneration for all contractual services affected by the delay; in the case of continuing obligations, in relation to the remuneration for the respective services affected for the full calendar year. In addition (and with priority), a percentage of the remuneration agreed upon conclusion of the contract shall apply. This shall not apply if a delay is due to gross negligence or intent on the part of the Provider.
4.4. In the event of a delay in performance, the Customer shall only have a right of withdrawal within the framework of the statutory provisions if the delay is the responsibility of the Provider. If the Customer justifiably asserts claims for damages or the reimbursement of expenses instead of performance due to the delay, the Customer shall be entitled to demand 1% of the price for the part of the contractual performance that cannot be utilised due to the delay for each full week of the delay, but no more than a total of 10% of this price; in the case of continuing obligations, in relation to the remuneration for the respective services affected for the full calendar year. In addition (and with priority), a percentage of the remuneration agreed upon conclusion of the contract shall apply.
4.5. If the Customer has agreed an individual on-site appointment with the Provider, the Customer may postpone or cancel the appointment free of charge up to 48 hours before the appointment. If the postponement or cancellation takes place up to 24 hours before the appointment, 50% of the daily flat rate for the agreed scope will be charged; if the postponement or cancellation takes place less than 24 hours before the appointment, 100% of the daily flat rate for the agreed scope will be charged. The postponement or cancellation must be made in writing; e-mail shall suffice.

5. Material defects and the reimbursement of expenses

5.1. The Provider warrants the contractually owed quality of the services. There shall be no right to the assertion of claims for material defects for what is simply an insignificant deviation of the Provider's services from the contractual quality.
Claims for defects shall also not exist in the event of excessive or improper use, natural wear and tear, the failure of components of the system environment. The same applies to software errors that cannot be reproduced or otherwise not proved by the Customer. This also applies in the event of damage by special external influences that are not assumed under the contract. Claims due to defects also do not exist in the event of subsequent modification or repair by the Customer or third parties, unless this does not impede the analysis and elimination of a material defect.
Clause 7 shall apply additionally to claims for damages and the reimbursement of expenses.
5.2. The limitation period for material defect claims shall be one year from the statutory commencement of the limitation period. The statutory periods for recourse as per Sections 445a, 445b German Civil Code (BGB) shall remain unaffected. The same shall apply insofar as the law prescribes longer periods in the case of an intentional or grossly negligent breach of duty by the Provider, in the case of fraudulent concealment of a defect and in the cases of injury to life, limb or health, as well as for claims under the Product Liability Act. The processing of a notice of material defect by the Customer by the Provider shall only lead to the suspension of the limitation period insofar as the legal requirements for this exist. This does not result in a new commencement of the limitation period.
Supplementary performance (new delivery or rectification) can only influence the limitation period of the defect triggering the supplementary performance.
5.3. Claims under a right of recourse in the case of contracts for digital products pursuant to Section 327u of the German Civil Code (BGB) shall remain unaffected by Sections 4.1 and 4.2.
If a buyer asserts a possible claim against the Customer that may lead to a right of recourse, the Customer shall inform the Provider without delay of the asserted claim and the further information necessary and useful for its assessment. The Customer shall enable the Provider to satisfy the claim made by the Customer's buyer, unless this is unreasonable for the Customer. The Customer and the Provider shall coordinate and cooperate with the aim of satisfying a justified claim of the Customer's buyer as expensively and cost-effectively as possible.
5.4. The Provider may demand reimbursement of his expenses insofar as
a) he acts on the basis of a report without there being a defect, unless the Customer could not (with reasonable effort) recognise that there was no defect, or
b) a reported fault cannot be reproduced or otherwise proven by the Customer to be a defect, or
c) additional expenses are incurred due to the Customer's failure to properly fulfil its obligations (see also Clauses 3.2, 3.3, 3.4 and 6.2).

6. Defects of title

6.1. The Provider shall only be liable for infringements of third party rights by its performance, insofar as said performance falls within the scope of the contract and, in particular, with the otherwise contractually agreed intended environment of use without modification.
The Provider shall be liable for infringements of third party rights only within the European Union and the European Economic Area and at the place of contractual use of said performance. Clause 5.1 Sentence 1 shall apply accordingly.
6.2. If a third party asserts against the Customer that a service of the Provider infringes its rights, the Customer shall notify the Provider without delay. The Provider and, if applicable, its upstream Providers shall be entitled, but not obligated, to defend the asserted claims at their own expense to the extent deemed permissible.
The Customer shall not be entitled to acknowledge claims of third parties before he has given the Provider reasonable opportunity to defend the rights of third parties by other means.
6.3. If the rights of third parties are infringed by a service of the Provider, the Provider shall, at its own discretion and at its own expense
a) procure the right to use the service for the Customer or
b) render the service in question non-infringing or
c) take back the service with reimbursement of the remuneration paid for it by the Customer (less reasonable compensation for use), if the Provider cannot achieve any other remedy with reasonable effort.
The interests of the Customer shall be taken into account appropriately.
6.4. Claims of the Customer due to defects of title shall become statute-barred in accordance with Clause 5.2. Clause 7 shall apply in addition to claims for damages and reimbursement of expenses of the Customer; Clause 5.3 shall apply accordingly to additional expenses of the Provider.

7. General liability of the Provider

7.1. The Provider shall always be liable to the Customer
a) for damage caused by him or his legal representatives or vicarious agents, either intentionally or by way of gross negligence,
b) under the Product Liability Act, and
c) for damages resulting from injury to life, body or health for which the Provider, its legal representatives or vicarious agents are responsible.
7.2. The Provider shall not be liable in the event of slight negligence, except insofar as it has breached a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract, or a breach of which jeopardises the achievement of the purpose of the contract and on the observance of which the Customer may regularly rely.
In the case of damage to property and financial loss, this liability shall be limited to the foreseeable damage typical of the contract. This also applies to lost profits and savings. Liability for other remote consequential damages shall be excluded.
For a single case of damage, liability shall be limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year, but not less than EUR 50,000. Clause 5.2 shall apply accordingly to the limitation period. The contracting parties may agree in writing on further liability upon conclusion of the contract, usually against separate remuneration. Priority shall be given to an individually agreed liability sum. The liability according to Clause 7.1 shall remain unaffected by this paragraph.
In addition (and with priority), the liability of the Provider due to slight negligence – arising from the respective contract and its execution – for damages and the reimbursement of expenses (irrespective of the pertinent legal grounds) shall be limited in total to the percentage of the remuneration agreed in this contract at the time of conclusion of the contract. Liability pursuant to Clause 7.1 b) shall remain unaffected by this paragraph.
7.3. The Provider shall only be liable for damages arising from a guarantee declaration if this was expressly assumed in the guarantee. In the event of slight negligence, this liability shall be subject to the limitations pursuant to Clause 7.2.
7.4. In the event of a necessary restoration of data or components (such as hardware, software), the Provider shall only be liable for the expenditure required for the restoration in the event of proper data backup and downtime provisions by the Customer. In the event of slight negligence on the part of the Provider, this liability shall only apply if the Customer has carried out a data backup and downtime provisions deemed appropriate to the type of data and

components prior to the incident. This shall not apply if this has been agreed as a service of the Provider.

7.5. Clauses 7.1 to 7.4 shall apply accordingly to claims for reimbursement of expenses and other liability claims of the Customer vis-a-vis the Provider. Clauses 4.3 and 4.4 shall remain unaffected.

7.6. Insofar as the Provider's liability is excluded (or limited) in accordance with the above provisions, this shall also apply to the personal liability of the executive functions, legal representatives, employees and other vicarious agents of the Provider.

8. Services by third parties

The Provider is entitled to provide services through third parties.

9. Data protection

The Customer shall conclude with the Provider any agreements necessary under data protection law for the handling of personal data.

10. Miscellaneous

10.1. The Customer shall be responsible for observing any import and export regulations applicable to the deliveries or services, in particular, those of the USA. In the case of cross-border deliveries or services, the Customer shall bear any customs duties, fees and other charges. The Customer shall handle legal or official procedures in connection with cross-border deliveries or services under its own responsibility, unless otherwise expressly agreed.

10.2. German law applies. The application of UN Sales Law is excluded.

10.3. The Provider shall provide its services on the basis of the following General Terms and Conditions of Business (GTC):

- AV AKI – General Terms and Conditions of Contract
- VÜ AKI – Terms and Conditions of Contract for the Provision of Standard Software
- VES AKI – Terms and Conditions of Contract for the Creation of Individual Software
- TV AKI – Terms and Conditions of Contract for Teleservices
- VPS AKI – Terms and Conditions of Contract for the Maintenance of Software
- VH AKI – Terms and Conditions of Contract for the Sale of Hardware
- WH AKI – Terms and Conditions of Contract for the Maintenance of Hardware
- DL AKI – Terms and Conditions of Contract for Services
- WV AKI – Terms and Conditions of Contract for Work Contracts
- VM AKI – Terms and Conditions of Contract for the Leasing of Hardware and Software
- SaaS AKI – Terms and Conditions of Contract for the Provision of Software as a Service

The Customer's general terms and conditions shall not apply, even if the Provider has not expressly objected to them.
Acceptance of the services by the Customer is deemed to be acceptance of the Provider's GTC of Business with the waiver of the Customer's GTC.
Other terms and conditions shall only be binding if the Provider has acknowledged them in writing; the Provider's GTC shall then apply in addition.

10.4. Amendments and supplements to this Agreement shall only be agreed in writing or by the exchange of electronic declarations of intent within the framework of electronic signature procedures by renowned providers of these procedures (e.g. DocuSign or Adobe Sign). When using electronic signature procedures, the party initiating the signature process undertakes to provide the other party with the official signature report available from the provider of the electronic signature procedure (e.g. "final report" for DocuSign or "verification report" for Adobe Sign). Insofar as written form is agreed (e.g. for notices of termination, withdrawal), text form is not sufficient.

10.5. The place of jurisdiction vis-à-vis a merchant, a legal entity under public law or a special fund under public law is the registered office of the Provider. The Provider may also take legal action against the Customer at the Customer's registered office.

10.6. Only the German version of this Terms and Conditions shall be legally binding, the English translation serves information purposes only.