AKI GmbH
Otto-Hahn-Straße 12 – 40670 Meerbusch – Tel.: +49 (0)2159 918-0

General Terms and Conditions of Contract of AKI GmbH (Provider) for Services -DL AKI-

(Version 1.2E – July 2026)

1. Subject matter of the contract

1.1 The Provider shall render the service in accordance with the Terms and Conditions agreed in the contract and as stated below, in return for the contractually agreed remuneration. The responsibility for the project and its success shall be borne by the Customer. The Provider shall provide the Service in accordance with the principles of proper professional practice.

1.2 The subject matter of the contract may consist of a one-off service – also to be provided in parts – or may be of a permanent nature.

2. Performance of the service

2.1 The place of performance shall be the registered office of the Provider, unless otherwise agreed.

2.2 The Provider shall provide the service through suitable employees. The Customer has no claim to the provision of the service by certain employees of the Provider.

2.3 The Provider shall determine the manner in which the service is provided, unless otherwise agreed.

2.4 The Customer is not authorised to issue instructions to the Provider's employees involved in the provision of the service.

2.5 If the Provider has to present the results of the service in writing, only the written presentation shall be authoritative.

3 Duties to cooperate

3.1 The Customer shall ensure that the point of contact named by it provides the Provider with the documents, information and data necessary for the provision of the service in a way that is complete, correct, in good time and free of charge, insofar as this is not owed by the Provider. In addition, the Customer shall ensure that they are kept up to date. The Provider may assume that these documents, information and data are complete and correct, unless they are obviously incomplete or incorrect.

3.2 For this purpose, the Customer shall observe the service provision by the Provider.

4. Rights of use

4.1 The Provider shall grant the Customer the non-exclusive and non-transferable right to use the service results, which the Provider has provided and handed over to the Customer within the scope of the contract, for its own internal purposes within the scope of the contractually stipulated purpose of use, on a permanent basis, unless otherwise agreed.

4.2 In all other respects, all rights shall remain with the Provider.

4.3 The Provider may withdraw the rights of use granted to the Customer if the Customer violates any restrictions on use or other regulations for protection against unauthorised use to an extent deemed not inconsiderable. The Provider shall set the Customer a grace period for remedial action beforehand. In the event of a repeat occurrence, and in the event of special circumstances which, after weighing up the interests of both parties, justify immediate withdrawal, the Provider may also withdraw the rights without setting a deadline. The Customer shall confirm to the Provider in writing the cessation of use following a withdrawal of the rights of use. The Provider shall grant the Customer the rights of use again after the Customer has stated and assured in writing that there are no longer any violations of the Provider's rights as a result of his use, and that previous violations and their consequences have been eliminated.

5. Term

5.1 If the contract is concluded for an indefinite period, it can be terminated with a notice period of 3 months to the end of a calendar year. This termination is possible for the first time at the end of the calendar year following the conclusion of the contract. An agreed minimum term shall remain unaffected by this right of termination.
This shall not apply in each case if anything to the contrary has been agreed.

5.2 The right to extraordinary termination for good cause shall remain unaffected.

5.3 Notice of termination shall only be effective in writing.

5.4 Withdrawal from the contract is excluded.

6. Compensation

6.1 Unless otherwise agreed, the Provider may increase the remuneration at the earliest 12 months after conclusion of the contract, if the increased remuneration corresponds to the current list price of the Provider. Further increases can take place at the earliest 12 months after a previous increase has taken effect. An increase shall become effective 3 months after its announcement.
The Customer shall have a right of termination if the remuneration rates increase by more than five per cent. The Customer may terminate the contract within one month of receipt of the announcement at the time such an increase takes effect.

6.2 Agreed statements of expenses shall be deemed to be approved unless the Customer objects in detail in writing within 7 days of receipt and the Provider has referred to the expressed waiver of rights in the statement of expenses.

6.3 Travel costs and expenses, as well as other expenses, shall be reimbursed in accordance with the Provider's price list, unless otherwise agreed. Travel time shall be deemed to be working time.

6.4 The Provider may demand reimbursement of its expenses to the extent that additional expenses are incurred due to the Customer's failure to properly fulfil its obligations (see Clause 3).

7. Service disruptions

7.1 If the service is not rendered in accordance with the contract and if the Provider is responsible for this (default in performance), the Provider shall be obligated to render the service in accordance with the contract – in whole or in part – without additional costs for the Customer within a reasonable period of time, unless this is only possible with disproportionate effort.
This obligation on the part of the Provider shall only exist if the Customer notifies the Provider of the defect in performance in writing and without delay, but no later than two weeks after becoming aware of the defect, unless otherwise agreed.

7.2 Clause 7 of the AV AKI shall apply to any further claims for expenses and damages.

8. Validity of the AV AKI

The General Terms and Conditions of Contract of AKI (AV AKI) shall apply in addition.

A KYOCERA GROUP COMPANY