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

Terms and Conditions of Contract of AKI GmbH (Provider) for the Leasing of Hardware and Standard Software (Leasing) -VM AKI-

(Version 2.1E – July 2026)

1. Subject matter of the contract, services, rights of use

1.1 The Provider shall lease to the Customer the hardware and/or software agreed in the contract for the term of this contract.
Hardware and software ("leased items") are each leased separately. If leased items are leased as a uniform system, they shall be referred to as a "leased system". Insofar as a provision applies to both leased items and leased systems, the term "leased item" shall be used.
The hardware is supplied including installation instructions. The operating instructions (user documentation or online help) and the installation instructions may be made available to the Customer electronically at the discretion of the Provider, unless this is deemed unreasonable for the Customer.
The software shall be delivered in executable form (as an object programme), including an operating manual (user documentation or online help) and the installation instructions. The operating instructions and the installation instructions may also be made available to the Customer electronically, unless this is deemed unreasonable for the Customer.
The leased item is leased and provided only for the use agreed in the contract. The nature, scope, conditions of use and system environment of the leased item shall, unless otherwise agreed, be derived from the product description and the operating instructions in that order.

1.2 Unless otherwise agreed in the contract, the Customer has independently selected the leased item on the basis of its technical and functional requirements.

1.3 The Provider shall deliver the leased item to the set-up / installation location specified in the contract against separate remuneration.
The Provider may also undertake the assembly and/or installation, as well as the facilitation of operational readiness of said leased item, for a separate charge. In the case of leased systems, the Provider shall always assume responsibility for facilitating operational readiness, including installation. For such leased systems, the contract shall also contain the test cases/sequences to be agreed for determining operational readiness in accordance with Clause 4. Insofar as the performance of test cases/sequences has been agreed for a leased system, the Lessor shall also owe these at the times and criteria specified in the contract.
The Provider's obligation to maintain the usability of the leased item shall relate only to its contractually owed condition at the time of the contractually agreed start of the lease. Services stretching beyond this, such as adaptations and changes to the software, as well as the creation of interfaces to third-party programmes, analysis, planning and related consulting services, shall be agreed and remunerated separately. This shall also apply to changes in the conditions of use or the system environment subsequent to the conclusion of the contract, which are not initiated by the Provider.

1.4 The Provider may offer to the Customer new versions of the leased software with at least the same performance content and scope of performance for use. The existing agreements between the parties shall apply to these new versions. The Customer undertakes to use only this new version after a reasonable period of time, which as a rule shall not exceed three months, if this is not deemed to be unreasonable.

1.5 The leased item may only be used by the Customer and only for the purposes agreed in the contract. Any further use, including any subletting, shall require the prior written consent of the Provider.
Unless otherwise agreed, the Provider shall grant the Customer the non-exclusive right to use the software on the Customer's premises during the leasing period for its own internal purposes and within the scope of the contractually agreed purpose of use.

1.6 The Provider is entitled to take appropriate technical measures to protect against non-contractual use. The contractual use of the services may not thereby be impaired.

1.7 The Provider may revoke the Customer's right of use and/or terminate the contract, if the Customer significantly exceeds its rights of use or violates regulations serving the purpose of protection against unauthorised use. The Provider must always set the Customer a reasonable period of grace for remedial action beforehand.
The sole revocation of the right of use shall not be deemed to be a termination of the contract at the same time. Following revocation, the Customer shall confirm the cessation of use to the Provider in writing.
The Provider's claim to remuneration for use exceeding the agreed use shall remain unaffected.
The Customer has a claim to the re-granting of the right of use after he has proved that he has ceased any use deemed in breach of contract, and has prevented any future use that would be in breach of contract.

2. Leasing fee

2.1 The leasing fee shall comprise the remuneration for the surrender of the leased property and its maintenance in a condition in accordance with the contract. Further services, such as the supply of consumables, shall be remunerated separately.

2.2 Unless otherwise agreed in individual cases, the leasing fee shall be paid monthly in advance by the fifth working day of each calendar month at the latest, ex paying agent and without deduction.
In the case of leased systems, the obligation to pay the leasing fee shall commence with the confirmation of operational readiness in accordance with Clause 4, or with the productive use of the leased system by the Customer, whichever is earlier. If payment of the leasing fee falls within a month, each day shall be calculated at 1/30 of the monthly leasing fee.

2.3 The Provider reserves the right to increase the rent for the first time after the expiry of 12 months and at most once a year with a notice period of 3 months to the end of the month, insofar as its energy and personnel costs incurred for the maintenance of the leased item have increased. As soon as the annual remuneration increases by more than 5%, the Customer shall be entitled to the extraordinary termination of contract at the time the increase takes effect with a notice period of six weeks after receipt of the request to increase the leasing fee. In the event of a reduction in the corresponding costs, the Customer may also demand a corresponding reduction of the leasing fee for the first time after the expiration of the 12-month period.

2.4 The Provider may demand additional remuneration for its expenses insofar as:

a) in particular, a reported malfunction is related to the use of a leased item in an unapproved environment, or to changes made to the leased item by the Customer or third parties,

b) additional effort is incurred due to improper fulfilment of the Customer's obligations (see, in particular, Clause 3).

Insofar as the Provider is entitled to demand remuneration of its expenses in excess of the leasing fee, this shall, unless otherwise agreed in writing between the contracting parties, be settled at the Provider's settlement rates and list prices for hourly, daily and expense rates valid at the time of performance.

3. Obligations of the Customer

3.1 The Customer shall notify the Provider in writing of any intended changes to the respectively agreed conditions of use or system environment. Clause 9.4 of the AV AKI shall apply.
If the Provider's expenditure increases due to a disruption originating from the Customer's area of responsibility (e.g. network operator), the Provider may demand remuneration for the resulting (verified) additional expenditure. Clause 2.4 Paragraph 2 shall apply.

3.2 The Customer shall be obligated to treat the leased item with care and to protect it from damage. He shall ensure its proper use and operation by sufficiently qualified personnel. The Customer shall follow the maintenance, care and operating instructions of the Provider, in particular, the information contained in the operating instructions (user documentation or online help), as well as all installation instructions provided, within the scope of what is deemed reasonable for him.
Markings, in particular signs, serial numbers, inscriptions, copyright notices, trademarks or similar may not be removed, changed or rendered unrecognisable.

3.3 The Customer shall allow the Provider's employees and agents free access to the leased item for maintenance and repair work within the Provider's normal business hours, subsequent to the prior issue of a notice, provided that no justified security interests of the Customer are opposed to this.

4. Determination of the operational readiness of a leased system

After handover of a leased system, the Provider and the Customer shall jointly determine its operational readiness in accordance with the contract. For this purpose, the Provider and the Customer shall, if necessary, ascertain for themselves that this leased system is in conformity with the contract by means of test cases/procedures agreed in the contract (see Clause 1.3). Insofar as operational readiness exists, the Customer shall confirm this on a corresponding form of the Provider.

5. Changes to the leased item / Changes to the installation site

5.1 The Provider is entitled to make changes to the leased item in order to maintain it. Measures for improvement may only be taken if they are reasonable for the Customer and the contractual use of the leased item is not impaired as a result.
The Provider shall inform the Customer in good time in advance of any such measures. Expenses incurred by the Customer as a result of these measures to restore the contractual possibilities of use shall be reimbursed by the Provider.

5.2 Modifications and additions to the leased item by the Customer shall require the prior written consent of the Provider. This applies, in particular, to attachments or installations, as well as the connection of the leased item with other devices, IT systems or networks. Excluded from this are such connections that serve the intended use of the leased item. Actions of the Customer that do not require consent for computer programmes provided in accordance with Section 69d German Copyright Act (UrhG) shall remain unaffected. Upon return of the leased item, the Customer shall restore the original condition at the Provider's request.

5.3 The installation of the leased item at a location other than the installation location specified in the leasing agreement shall require the prior written consent of the Provider. The Provider shall not unreasonably withhold its consent. The Provider may demand that the transport and re-installation be carried out by him or by qualified professionals appointed by him at reasonable prices. The Customer shall bear the expenses and follow-up costs associated with a change of location, as well as any additional costs for maintenance and care that may arise as a result.

6. Material defects

6.1 The Provider undertakes to maintain the leased item in a condition suitable for use in accordance with the contract for the duration of the leasing period.

6.2 In the event of only an insignificant reduction in suitability for use in accordance with the contract, there shall be no assertion of claims for defects pertaining to the leased item. Likewise, claims for defects shall be excluded if the deviation from the contractual condition is due to improper use or the use of the leased item under non-agreed conditions, of use or a non-agreed system environment. The same applies to deviations due to special external influences, which are not contractually assumed.

6.3 The Provider's strict liability pursuant to Section 536a (1) German Civil Code (BGB) due to defects that were already present at the time the contract was concluded, is hereby excluded.

6.4 Clause 3.4 of the AV AKI shall apply, in particular, to the notification of defects. Unless otherwise agreed, the Customer shall use the relevant forms and procedures of the Provider.
The Customer shall also provide the Provider with reasonable support in the rectification of defects to the extent deemed necessary.

6.5 Defects shall be remedied within the Provider's business hours. The Provider shall be granted a reasonable period of time. With the Customer's consent, the Provider may replace the leased item or individual components of the leased Item for the purpose of remedying defects. The Customer shall not unreasonably withhold its consent to this.

6.6 Termination by the Customer pursuant to Section 543 (2) Sentence 1 No. 1 German Civil Code (BGB) due to a failure to grant the item's contractually stipulated use shall only be permissible if the Provider has been given sufficient opportunity to remedy the defect and this has failed. Said rectification of defects shall only be deemed to have failed if it is impossible, refused or unreasonably delayed by the Provider, if there are reasonable doubts as to the prospects of success, or if it is deemed unreasonable for the Customer for other reasons.

6.7 The Customer's rights under the warranty for defects shall be excluded, insofar as the Customer makes changes to the leased item or has changes made to the leased item without the Provider's prior consent, unless the Customer proves that the changes do not have any effects – that are deemed unreasonable for the Provider – on the analysis and elimination of the defect.
The Customer's rights due to defects shall remain unaffected insofar as the Customer is entitled to make changes, in particular, within the scope of the right to make changes itself pursuant to Section 536a (2) German Civil Code (BGB), and these have been carried out professionally and documented in a comprehensible manner.

6.8 The limitation period for material defects is one year from the statutory commencement of the limitation period. Insofar as the law prescribes longer periods in the event of an intentional or grossly negligent breach of duty by the Provider, in the event of fraudulent concealment of a defect and in cases of injury to life, limb or health, these shall remain unaffected. The statutory period of Section 548 German Civil Code (BGB) for claims for compensation by the Provider due to a change in (or deterioration of) the leased item or leased system shall remain unaffected.

6.9 Clause 7 of the AV AKI shall apply additionally to claims for damages and reimbursement of expenses. § 578b BGB shall remain unaffected.

7. Contractual term and end of the leasing relationship

7.1 The contractually agreed services shall be provided from the date specified in the contract initially for the duration of the term agreed in the contract. During this minimum term, premature ordinary termination shall be excluded on both sides.

7.2 The contract can be terminated with a notice period of three months, at the earliest at the end of the minimum term. If this does not happen, the contract shall be renewed for a further year in each case, unless it has been terminated with three (3) months' notice to the end of the respective renewal period. Section 545 German Civil Code (BGB) shall not apply.

7.3 The Customer's right of termination according to Clause 2.3 and Clause 6.6, as well as the right of each contracting party to extraordinary termination for good cause, shall remain unaffected.

7.4 Any notice of termination must be in writing to be effective.

8. Return of the leased item

8.1 Upon termination of the contract, the Customer shall return the leased item to the Provider in a complete condition corresponding to contractual use, including the original data carriers, operating instructions (user documentation or online help) and installation instructions provided. Copies and downloads made must be completely and permanently deleted or destroyed.

8.2 The Customer is obligated to delete all data not belonging to the leased item in a way that cannot be reconstructed before returning it.

8.3 The complete return and deletion (or destruction) in accordance with Clause 8.1 and Clause 8.2 shall be confirmed to the Provider in writing at the latter's request.

8.4 Upon return of the leased item, the contracting parties shall, if requested by the Provider, draw up a record in which any damage to (and defects in) the leased item are recorded.

8.5 The Customer shall bear the costs for the dismantling, packaging and return transport of the leased item. This shall not apply, insofar as the Provider is obligated under the contract to make the leased item ready for operation.

9. Validity of the AV AKI

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