

1. GENERAL SCOPE

These General Terms and Conditions ("GTC") apply exclusively to all of our deliveries, services and offers. These also apply to all future contracts within the business relationship, even if they are not expressly agreed again and regardless of whether reference is made to them in each individual case. The customer's terms and conditions will not be recognized without the need for an express objection on our part. These General Terms and Conditions also apply exclusively if we have provided the service without reservation despite being aware of the customer's deviating, conflicting or supplementary terms and conditions. If the contract forms we provide contain provisions that deviate from these General Terms and Conditions, they will take precedence over these General Terms and Conditions.

2. CONCLUSION OF CONTRACT

All offers from MAIT are subject to change unless they are expressly designated as binding. In particular, if MAIT creates an investment overview for the customer, this merely constitutes a request for the customer to submit an offer that requires acceptance by MAIT.

The contract is concluded when MAIT either sends a written order confirmation or delivers the ordered contractual items within the acceptance period.

We reserve the right to make technical changes within reason. Information contained in brochures, advertisements, analyses, documentation and similar writings only represent descriptions and do not contain any guarantees of properties and are non-binding and only become part of the contract to the extent that they are expressly referred to in the order confirmation. The declaration of a quality guarantee requires the express written confirmation of MAIT.

All agreements regarding software services (organization, programming, system software, etc.) are subject to the conditions of a MAIT contract and in each case constitute separate legal transactions.

Order processing takes place within MAIT with the help of automated data processing systems. The customer is hereby informed in accordance with Article 14 Paragraph 1 of the General Data Protection Regulation of the European Union (GDPR) that MAIT processes his address in machine-readable form and for tasks arising from the contract. The customer gives his consent that the personal data provided to MAIT may be stored and processed by MAIT with automated support. In addition, personal data is processed on the basis of the business relationship.

The customer is obliged to inform MAIT of any changes to his business address as long as the contractual legal transaction has not been completely fulfilled by both parties. If notification is omitted, declarations are deemed to have been received even if they are sent to the last announced address. If the customer's computer systems change location, MAIT is entitled to redetermine the costs incurred or to terminate the contract early.

3. DELIVERY DATES

Specified delivery and service dates are guide times and are non-binding and are always understood to be the expected time of provision and handover to the customer, unless MAIT has expressly confirmed them in writing as binding dates. If MAIT is unable to meet binding delivery dates for reasons for which MAIT is not responsible (non-availability of the service), MAIT will inform the customer immediately and at the same time inform the expected new delivery date. If the service is not available on the new delivery date, MAIT is entitled to withdraw from the contract in whole or in part without compensation; MAIT will immediately reimburse any consideration already provided by the customer. A case of non-availability of the service in this sense particularly includes failure to deliver on time by suppliers if neither MAIT nor the supplier is at fault. Partial deliveries are possible.

The delivery period begins when the order confirmation is sent. MAIT's compliance with the deadlines requires that the customer fulfills his obligations to cooperate as described in the order independently, qualifiedly and on time and in particular provides the information, documents, approvals and releases requested by MAIT. If these requirements are not met, the deadlines will be extended appropriately, but at least by the period of the delay.

If the delivery is delayed for reasons for which MAIT is not responsible, such as events of force majeure, labor disputes, pandemics or other unforeseen obstacles of any kind in the sphere of MAIT or its sub-suppliers, such as operational and traffic disruptions and transport interruptions, MAIT will be liable compliance with the agreed delivery time for the duration of the hindrance or, at MAIT's discretion, also finally released from the obligation to deliver, without the customer incurring any claims due to MAIT's withdrawal.

4. PRICE AND DUE DATE, OFFSETTING

The deliveries and services are carried out at the prices and conditions of the written order confirmation or the signed project contract. The prices stated therein are binding. All prices are net prices and the statutory sales tax applicable at the time of delivery or service will also be invoiced at the applicable rate.

The prices mentioned do not include costs for documentation, travel times, trips, expenses and overnight stays, as well as transport, insurance, installation and set-up costs. These costs will be billed additionally to the customer. Travel times are considered working time.

The prices are calculated in euros. Invoicing takes place, as far as possible, immediately after delivery.

Invoices are payable net without any deductions within 14 days of receipt of the invoice. A cash discount is not permitted.

In the case of partial delivery, MAIT is entitled to invoice each individual unit or service after delivery.

The customer is obliged to examine and report every delivery and service immediately (§377 UGB) and the customer has no right to refuse payment due to partial deliveries and partial services or guarantee or warranty claims or complaints.

The customer is only entitled to offsetting and retention rights if his counterclaim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter-rights remain unaffected. In addition, he is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship. The assignment of claims that are not monetary claims is only permitted with the prior written consent of the other contracting party. Consent may not be unreasonably withheld.

5. CANCELLATION OF AGREED SERVICES

The following regulations apply to the cancellation of fixed appointments for services and training:

Cancellations must be received by MAIT in writing by post or email. If the customer cancels or reschedules the appointment, the following cancellation fees will be charged (the day of the appointment is not included in the deadline calculation):

- until 14 Calendar days before the start of the appointment: free of charge
- 13 – 7 Calendar days before the start of the appointment: 25%
- 6 – 3 Calendar days before the start of the appointment: 50%
- ab 2 Calendar days before the start of the appointment: 75%

The percentage cancellation fees are based on the agreed service price. The customer is free to prove that no damage occurred or that it was not to the extent calculated by MAIT.

After cancellation, MIT will suggest two alternative dates. If the customer attends one of these appointments, 50% of the cancellation fee paid will be credited to the service price.

MAIT reserves the right to cancel or postpone training courses if there is an important reason for which MAIT is not responsible. An important reason is, among other things, the sudden illness of the scheduled MAIT employee. A too low number of participants is also considered an important reason. The customer will be informed immediately of a training cancellation. If MAIT cancels the training, any training fees paid will be refunded. Any further claims against MAIT are excluded.

6. TRANSFER OF RISK

The risk of accidental loss and accidental deterioration of the goods passes to the customer upon handover, or in the case of a mail order purchase, upon delivery of the item to the freight forwarder, the freight carrier or the person or institution otherwise designated to carry out the shipment. This also applies to partial deliveries. The handover is deemed to be the same if the customer is in default of acceptance. Storage measures and storage costs that become necessary for reasons within the customer's control are at the customer's expense and expense and are considered delivery.

The customer must submit complaints about transport damage to the transport company and MAIT in writing immediately after receipt of the goods, but no later than within 8 working days.

The customer must, at his own expense, provide a room with a power connection that meets MAIT's specifications in good time before delivery of the item. At the customer's request, MAIT will provide expert advice against reimbursement of costs to help prepare the installation site properly.

The customer must also check the suitability of the transport routes from the house entrance to the installation site and, if necessary, establish them at his own expense. The installation and storage conditions must be observed.

7. RETENTION OF TITLE

The delivered goods remain the property of MAIT until all claims arising from the business relationship with the customer have been paid in full. The customer must treat the reserved goods owned by MAIT with care. The customer must ensure proper maintenance (maintenance and repairs) at his own expense during this time. Upon request, the customer must provide MAIT with all necessary information that enables MAIT to locate the delivered goods that are its property and are in its possession. Pledges or collateral assignments are inadmissible.

As security, the customer assumes all claims arising from resale or any other legal reason (insurance, tort) relating to the reserved goods (including all balance claims from current accounts) in full until all claims arising from the business relationship have been paid MAIT off; MAIT hereby accepts this advance assignment. The customer is obliged to record this assignment in his books. Regardless of the assignment, the customer is authorized to collect claims against his customers until we revoke it. MAIT is entitled to revoke the direct debit authorization if the customer defaults on his payment obligations from the business relationship with MAIT or if MAIT becomes aware of circumstances that are likely to significantly reduce the customer's creditworthiness (e.g. application for the opening of insolvency proceedings, suspension of payments, etc.). If the conditions for a revocation of the collection authorization are met, the customer must, upon MAIT's request, immediately notify MAIT of the assigned claims against its customers and their respective debtors, provide MAIT with all the information required to collect the claims, and provide MAIT with the associated hand over the relevant documents and inform the debtors of the assignment. MAIT itself is also entitled to notify the debtor of the assignment if the aforementioned conditions for revoking the direct debit authorization are met.

The customer must inform MAIT immediately about third-party enforcement measures against the reserved goods or the claims assigned in advance, stating the documents necessary for an intervention. If the third party is unable to reimburse MAIT for the judicial or extrajudicial costs incurred in this context, the customer is liable for this.

If defective parts or devices are replaced by MAIT as part of a contract, these parts become the property of MAIT. The spare parts installed for this purpose are subject to retention of title by MAIT and become the property of the customer after all payment claims to which MAIT is entitled under the contract have been fulfilled.

8. LICENSE/USAGE RIGHTS TO SOFTWARE

Unless otherwise stipulated in the license terms of the software manufacturer or in a written agreement, MAIT grants the customer access to MAIT software, third-party software (software that is independent of MAIT) upon full payment of the agreed price or license fee. supplier) and the associated documentation and subsequent additions a non-exclusive, non-transferable and non-sublicensable right of use for internal use with the products for which the software is supplied. The customer's participation in the production of the software does not result in the acquisition of any rights to the use specified in this contract. Otherwise, all rights to the software and documentation, including copies and subsequent additions, remain with MAIT or the respective software manufacturer. The type and scope of the transferred right of use to third-party software depends on the license terms of the respective manufacturer. The customer must ensure that the software and documentation supplied by MAIT are not made accessible to third parties without the prior written consent of MAIT. In principle, copies may only be made for archival purposes, as replacements or for troubleshooting; Sentences 1 and 2 apply accordingly (if the software does not contain an express prohibition from the licensor or third parties). The transfer of source codes requires a special written agreement in individual cases. If the originals contain a note indicating copyright protection, the customer must also affix this note to the copies.

If the customer defaults on payment of the license price or license fee, MAIT can prohibit the use of the software after a reasonable grace period set by MAIT until the invoice has been settled. If MAIT declares withdrawal or termination of the contract due to late payment, the right of use ceases permanently. In this case, the customer must uninstall all copies of the software and stop using them immediately. The customer must confirm the uninstallation and termination of use in writing. MAIT's right to demand compensation for non-performance remains unaffected in any case.

8.1. MODEL: LICENSE PURCHASE

If the software product is purchased using the license purchase price model, the right of use is valid for an unlimited period of time.

8.2. MODEL: SUBSCRIPTION

If the software product is purchased using the subscription price model, the right of use is valid for a limited period of time for the duration of the contract term.

The subscription fee for each renewal can only be increased at the end of the respective contract.

Subscription licenses are automatically extended at the end of the respective term by the duration of the initial term, but at least by 12 months, unless they are terminated in writing within 3 months of the end of the respective term.

9. WARRANTY

The legal regulations apply to the customer's rights in the event of material and legal defects, unless otherwise specified below.

For deliveries and adjustments that are made on the basis of a project contract, the warranty provisions agreed therein apply conclusively. Software products and operating systems from third-party companies (third-party software) are

generally provided by MAIT on the basis and under the conditions of a software transfer and license agreement to be concluded separately between the third-party company and the customer. In these cases, MAIT provides no warranty for third-party software. Furthermore, no warranty claims exist for software that is operated on a computer system that does not have the minimum hardware configuration and software equipment in accordance with the software product description. Excluded from the warranty are wearing parts and accessories (such as data carriers, type wheels, etc.) as well as changes and repairs resulting from third-party intervention.

MAIT guarantees that the delivery items are free of material and legal defects at the time of transfer of risk. The statutory definition of defects applies §922 ABGB in its current version. The presumption of defect according to §924 ABGB is excluded. MAIT does not guarantee the resaleability of the delivery items or their suitability for a specific purpose.

In principle, MAIT is not liable for defects that the customer knows about when concluding the contract or which he does not know about due to gross negligence. Furthermore, the customer's claims for defects require that he has complied with his statutory obligations to inspect and report defects (§377 UGB) If a defect becomes apparent during delivery, inspection or at a later point in time, the customer must report this to MAIT immediately. In any case, obvious defects must be reported in writing within two weeks of delivery and defects that are not apparent during inspection must be reported in writing within the same period of discovery. The notification of defects must be made in writing, specifying the type, time of occurrence and all other recognizable details of the defect. If the customer fails to properly inspect and/or report defects, liability for the defect not reported or not reported in a timely manner or not properly is excluded in accordance with statutory provisions.

If the delivery item is defective, MAIT can initially choose whether subsequent performance is to be provided by eliminating the defect (repair) or by delivering a defect-free item (replacement delivery). The right to refuse supplementary performance under the legal requirements remains unaffected.

If MAIT has to deal with a significant defect, the customer is obliged to make the computer system used by him, the software, protocols, diagnostic documents and data available free of charge for testing purposes during MAIT's normal business hours in order to carry out a detailed investigation of any errors that may occur and to support MAIT.

If a change or addition to existing software has been ordered, the warranty refers to the change or addition. This does not revoke the warranty for the original software.

If MAIT is not willing or able to provide supplementary performance or if this is delayed for an unreasonably long period of time for reasons for which MAIT is responsible, the customer is entitled, at his discretion, to withdraw from the contract or to accept a corresponding reduction in the purchase price (reduction). demand. The customer's claims for damages or reimbursement of wasted expenses, even in the event of defects, only exist in accordance with Section 10 (liability) below and are otherwise excluded.

MAIT's warranty obligation expires after 24 months, in the case of an installation by MAIT, starting from the time it is ready for operation and otherwise starting from the time of delivery to the customer.

MAIT provides no guarantee that the contractual items will function flawlessly in conjunction with third-party devices and/or programs.

In addition to the statutory warranty claims, additional warranty services can be ordered. The present conditions also apply to these services.

The warranty is void if the delivery item is modified by the customer without MAIT's consent or is improperly installed, maintained, repaired, used, or exposed to environmental conditions that do not meet the installation and operating requirements of MAIT or the manufacturer, unless The customer proves that such changes are not the cause of the defect.

If the inspection of a defect report shows that there is no warranty claim, MAIT can invoice the customer for the costs of the inspection at its current customer service prices. Warranty rights against MAIT are only available to the customer and cannot be assigned.

10. LIABILITY

MAIT has unlimited liability

- for intent and gross negligence
- in the event of a breach of an essential contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on whose compliance the contractual partner can regularly rely, and
- for injury to life, body and health.

Liability is excluded in the case of simple (slight) negligence. Financial losses, such as losses or damage to financial assets such as money, investments, material assets, business assets and other financial resources, are also excluded.

Liability in the aforementioned cases is limited to the amount of the net order volume of the respective orders.

To the extent that our liability is excluded or limited, this also applies to the personal liability of our employees, employees, representatives and vicarious agents.

Liability under the Product Liability Act remains unaffected.

MAIT has taken out business liability insurance at its own expense and will maintain it.

11. EXPORT REGULATIONS

If the purchased products are exported, the customer will observe the country-specific export regulations and inform his customer that country-specific export regulations apply in the event of export.

12. CUSTOMS CLEARANCE

If deliveries are made duty unpaid at the customer's request, the customer is liable to MAIT for any subsequent demands from the customs administration.

13. REACH-REGULATION

In order to fulfill the requirements according to Article 33 of the REACH Regulation (EC/1907/2006), MAIT provides relevant information from the respective manufacturers in the product documentation or otherwise with the product if they require the provision of certain information on substances on the candidate list necessary to enable safe handling of the product. MAIT fulfills this obligation to provide information by providing a summary of the links from the respective manufacturers at <http://www.MAIT.de/reach>.

14. OTHER, PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

The customer can only transfer the rights and obligations resulting from the contract w.

Changes and additions to this contract, its cancellation and all declarations that are to be made according to this contract must be made in writing to be effective. This also applies to a waiver of the formal requirements agreed under this clause. To maintain the written form, it is sufficient to send a handwritten, signed declaration by email (e.g. as a PDF scan) and to maintain the electronic form, one with a (simple) electronic signature within the meaning of Art. 3 No. 10 eIDAS-VO (EU No. 910/2014) (e.g. a signature generated using Adobe Sign, DocuSign or comparable programs) text file (e.g. pdf or doc), which in turn is sent as an attachment to an email or on a physical storage medium. A declaration by email alone is not sufficient, even if, for example, it contains the name or a suffix at the end of the text.

Our suppliers undertake to comply with MAIT's Supplier Code of Conduct.

The place of performance is MAIT's registered office.

The exclusive place of jurisdiction is the headquarters of MAIT. However, MAIT is also entitled to bring legal action at another place of jurisdiction applicable to the customer, in particular at the customer's general place of jurisdiction.

Austrian law applies to these General Terms and Conditions and the contractual relationship between MAIT and the customer, excluding the UN Convention on Contracts for the International Sale of Goods and the IPR reference standards.

If individual provisions of these terms and conditions are or become invalid or ineffective, this does not affect the validity of the remaining provisions. The parties declare that they will replace the invalid or inapplicable provision with a valid and applicable provision that comes closest to the economic content of the original provision.