

General Terms and Conditions (GTC)

§1 SCOPE OF USE

1. The following GTC apply exclusively; deviating or supplementing terms of the contractual partner will not apply to the contractual relationship unless Relicense AG has explicitly approved in writing that they apply. These GTC also apply to all future contracts of Relicense with the contractual partner.
2. These GTC only apply in relation to businesses, legal entities of public law and separate estates under public law in accordance with Section § 310 Abs. 1 BGB.

§2 SERVICES, CONCLUSION OF CONTRACT, WRITTEN FORM REQUIREMENT

1. Relicense AG distributes software licenses. The service lies in the transfer of rights of use with regard to software programs. The scope of the rights of use follows the mandatory provisions of copyright law as well as the license terms of the copyright owner. The rights of use with regard to the software programs will be transferred in relation to the software versions indicated in the license terms.
2. An order form signed by the contractual partner qualifies as a binding offer of the contractual partner unless the contract is concluded by mutual signature immediately. Relicense AG may accept such an offer within four weeks upon receipt by countersignature.
3. The service due is exclusively described in the written order confirmation respectively the concluded contract.
4. All agreements of the parties as well as any subsequent supplementary or deviating agreements need to be in writing to be effective. This also applies to the reversal of this requirement of written form.

§3 PAYMENT TERMS

1. Prices of Relicense AG are plus applicable statutory VAT.

2. All invoices of Relicense AG are due for payment within 10 days of the date of the invoice without deduction.

3. In case of late payment, Relicense AG is entitled to request the payment of interests in the amount of 9% above the base interest rate. There is no restriction as to claiming further damages.

4. Relicense AG is entitled to refuse to perform all services owed under the contractual relationship or only perform them against advance payment as long as the contractual partner is in default with regard to its payment obligations.

5. The contractual partner is only entitled to exert the rights of set-off or of retention if its counter claim is undisputed or has been decided upon in a legally binding way.

§ 4 DELIVERY, DELIVERY DATES

1. Delivery and performance dates are set out in the order confirmation of Relicense AG respectively the contract. If it has not been agreed otherwise, indicated dates are to be understood as „approximate dates“. Final dates will be announced by Relicense AG in a timely manner.

2. Relicense AG is entitled to perform partial deliveries. Potential claims of the contractual partner due to default are not affected hereby.

3. All delivery obligations of Relicense AG are subject to receiving punctual delivery. In case of late delivery without default or in case of other obstacles which Relicense AG is not responsible for, such as strike, lock-out, war, import or export bans, energy and resource shortages as well as public sanctions, Relicense AG is entitled to adequately postpone the transfer of rights without any default.

4. In case that Relicense AG is under the obligation of advance performance, it may refuse performance without default if – after the conclusion of the agreement – circumstances become apparent that give cause to the conclusion that the contractual partner is not able to fulfill its contractual obligation, i.e. its payment obligation. In this case, Relicense is entitled to determine a deadline within the contractual partner is required to pay versus delivery or provide a security. In case such deadline expires without success, Relicense may rescind the contract and claim reimbursement of the accrued damages or vain expenses.

§ 5 EXCLUSION OF OTHER SERVICES, SYSTEM RESPONSIBILITY

1. Relicense AG exclusively distributes licenses. It does not provide installation, development, support or similar services.
2. The contractual partner is exclusively responsible for its hardware and software environment, any interfaces – if necessary – and the compatibility and the serviceability of the acquired software licenses in relation to its hardware and software environment.

§ 6 LIABILITY

1. Relicense AG is liable without restriction in cases of deliberate wrongdoing and severe negligence.
2. In case of slight negligence, die Relicense AG is only liable in case of violation of crucial contractual obligations („Kardinalpflichten“). Crucial contractual obligations are obligations that enable the proper performance of the contract in the first place and that the contractual partner may rely upon in due course. In this case, the liability of Relicense is restricted to the foreseeable, typical and direct damage as well as to the sum of the respective contract volume.
3. Relicense AG is not liable for only slightly negligent violations of minor contractual obligations.
4. To the degree that the liability is excluded or limited according to the aforementioned provisions, this also applies to the personal liability of managers, employees and other co-workers, representatives, auxiliary persons and vicarious agents of Relicense AG.
5. The aforementioned liability limitations do not apply in case of mandatory statutory liability (e.g. resulting from the Product Liability Act), in case a guarantee is given irrespective of default or in case of violation of life, body or health by Relicense AG.
6. The contractual partner is required to implement adequate safeguards to prevent and minimize damages. In this context, the contractual partner also is required to secure all of its data on a regular basis.

§ 7 PLACE OF JURISDICTION, APPLICABLE LAW

1. The exclusive place of jurisdiction for all disputes resulting from the contractual relationship is Munich.
2. The laws of Germany apply exclusively to the exclusion of CISG.

Stand: Dezember 2018