

General Terms & Conditions (T&Cs)

of Inworks GmbH, Hörvelsinger Weg 39, 89081 Ulm, GERMANY
As at: 15.05.2018

1. General: Scope of application

1.1

The following General Terms & Conditions shall apply to all business relations between us and the customer. We only conclude contracts with companies (Section 14 of the German civil code (BGB)). The version applicable upon conclusion of contract shall be decisive. This document may be printed out, stored ("Save as") or downloaded as a PDF file.

1.2

Our terms and conditions shall apply exclusively; we shall not acknowledge terms and conditions of the customer that contradict or deviate from our terms and conditions, unless we have expressly agreed to their application in writing. Our terms and conditions shall still apply if we make a delivery to the customer without reservation despite being aware of terms and conditions of the customer that contradict or deviate from our terms and conditions.

2. Conclusion of contract

2.1

The contract shall be concluded by means of timely acceptance of a written quote signed by Inworks or by means of written confirmation from Inworks.

3. Prices and terms of payment

3.1

Our prices are exclusive of the applicable value added tax, unless otherwise expressly noted.

3.2

Unless a payment deadline is expressly agreed, payments shall be due, without deduction, upon receipt of invoice.

3.3

In the event of default the customer shall owe default interest on the outstanding balance in the amount of 9% above the basic interest rate. We reserve the right to prove the necessity of and claim a higher rate of default interest.

3.4

The customer shall only have a right of offset if his counter-claims have been legally established or acknowledged by us. The customer may only exercise a right of retention if his counter-claim is based on the same contractual relationship.

4. Delivery and delay in delivery

4.1

Delivery and performance deadlines shall only be binding if they are noted in a written quote or our written order confirmation. The cited deadlines relate to the point of dispatch of the delivery from our premises.

4.2

Compliance with our delivery obligations shall require timely and proper fulfilment of the customer's obligations. We reserve the defence of failure to fulfil the contract.

4.3

Should the customer breach his duty to cooperate, we shall be entitled to request compensation for the losses incurred, including any additional expenses. We reserve the right to assert further claims or rights.

4.4

Should the failure to comply with deadlines be due to force majeure, e.g. mobilisation, war, uprising, or similar events for which the seller is not responsible, e.g. strike or lock-out, the

deadlines shall be extended by period of time for which the aforementioned event or its effects last. Should impediments last more than one month, or should the delivery or performance be permanently impossible or unreasonable due to such an impediment, both parties shall be entitled to withdraw from the contract.

5. Retention of ownership

5.1

We shall retain ownership of delivered products until complete settlement of all payment claims resulting from this contractual relationship and all other payments due from the customer at the time of concluding the contract and in future.

6. Liability for defects in software

6.1

Should defects arise in the programs or other services that we provide, the customer shall – at our discretion – be entitled to subsequent improvement or re-delivery. The warranty period shall be 2 years from delivery.

6.2

Should the supplementary performance fail, and should the defect be considerable, the customer may withdraw from the contract or request compensation. In the case of a minor defect, the customer may only request a reduction in the agreed price.

7. Confidentiality

7.1

Both parties undertake to only use any knowledge of operational and/or business secrets of the other party obtained within the scope of the contractual relationship to implement the contract, and to treat the same as confidential for an indefinite period of time.

7.2

Both parties undertake to also subject their employees to the obligation to maintain confidentiality.

7.3

Upon request, the parties shall return all documents received during implementation of the contract to the other party.

8. Limitations of liability and exemptions

8.1

In the event of slightly negligent violation of essential obligations, the breach of which endangers implementation of the contract and upon which the customer should be able to rely, our liability and that of our vicarious agents shall be limited to the foreseeable, direct average damage typical for the type of contract.

8.2

In the event of slightly negligent violation of non-essential obligations, the breach of which does not endanger implementation of the contract, we and our vicarious agents shall not be liable.

8.3

The above limitations of liability do not concern claims of the customer based on product liability. Further, the limitations of liability shall not apply to any injury to life or limb in the customer for which we are responsible.

8.4

Liability for loss of data is limited to the typical restoration costs that would be incurred as long as regular and risk-appropriate backup copies are made.

9. Determination of customer requirements and customer satisfaction

9.1

We are certified under ISO 9001 and are therefore obliged to determine the requirements and satisfaction of our customers. To this end, the customer agrees to be contacted by e-mail, fax, letter or telephone.

9.2

The customer can revoke this consent from us at any time.

10. Written form, partial invalidity, place of jurisdiction

10.1

Should individual provisions of the contract with the customer, including the present General Terms & Conditions, be or become fully or partially invalid, this shall not affect the validity of the remaining provisions.

10.2

Verbal ancillary agreements require our written confirmation in order to be effective.

10.3

The laws of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.4

The place of jurisdiction shall be Ulm.