

I. Scope

1. The present supplementary General Terms and Conditions for Supplies and Services for Computer Hardware and Software shall apply in addition to the General Terms and Conditions of Minitüb GmbH for the permanent transfer of computer hardware and software from our own or third-party production.

II. Subject matter of the contract and scope of delivery

1. The subject matter of the contract is the computer hardware and/or software and other services listed in our offer accepted by the customer. Unless otherwise agreed, the scope of delivery is conclusively described in our offer accepted by the purchaser.

2. The quality and functionality of the computer programs bought by the purchaser shall be conclusively derived from the product description of the respective manufacturer enclosed with our offer or provided otherwise (e.g. by e-mail or by making available for download) prior to conclusion of the contract. The information contained therein shall be understood as service descriptions, not as guarantees. A guarantee shall only be granted if it has been expressly designated as such.

3. We shall be entitled to use the services of third parties, in particular the manufacturer of the computer hardware and/or software forming the object of our offer, for the performance and fulfilment of the contract concluded with the purchaser. The same shall apply in the event that we are commissioned with further services not included in our offer.

4. The computer hardware and software may be subject to export restrictions. For this purpose, the export restrictions notified by the respective manufacturer shall be observed. The performance of the contract by us shall be subject to the proviso that there are no obstacles to performance due to national and international regulations of export and import law or any other statutory regulations.

III. Delivery and shipping

The software shall be delivered at our discretion either by handing over or dispatching data carriers on which the software is stored or by making the software available for downloading and communicating the access data to the purchaser.

IV. Granting of rights

1. The purchaser shall only acquire the rights of use of software and operating systems which we have provided to the purchaser, but which have not been manufactured by us, which are included in our offer or which are publicly accessible and linked to the license conditions of the respective software manufacturer. Upon full payment of the remuneration, the purchaser shall receive a non-exclusive right to use the software for an indefinite period of time and to the extent granted in our offer and these Terms and Conditions of Sale and Delivery. The software may only be installed and used by the purchaser on one workstation computer at a time in accordance with the following provisions for each license listed in our offer and bought by the purchaser. The permissible use shall include the installation of the software, loading into the working memory as well as the intended use by the purchaser. Under no circumstances shall the purchaser have the right to rent out or sublicense in any other way the software acquired by them, to publicly reproduce or make it accessible by wire or wireless means or to make it available to third parties against payment or free of charge.

2. If the purchaser uses the computer hardware and software provided to them to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of permitted use) or quantitatively (with regard to the number of licenses acquired), they shall immediately acquire the rights of use necessary for the permitted use.

Copyright notices, serial numbers and other features serving to identify the program may not be removed or altered by computer programs provided to the purchaser.

3. The purchaser shall be entitled to permanently transfer the acquired copy of the software to a third party on the original data carrier handing over the user documentation. In this case, they shall completely give up the use of the software, remove all installed copies of the software from their computers and delete all copies on other data carriers or hand them over to us unless they are legally obliged to store them for a longer period. At our request, the purchaser shall confirm to us in writing that

the above measures have been carried out in full or, if applicable, shall explain to us the reasons for longer storage. Furthermore, the purchaser shall expressly agree with the third party to observe the scope of the granting of rights.

V. Further obligations of the purchaser

1. The purchaser shall ensure that the computer hardware and/or software can be delivered properly at the time of delivery and that they have Internet access to download the software they have ordered and future updates from the manufacturer.

2. The purchaser shall be responsible for ensuring that the conditions of use necessary for the operation of the computer hardware and/or software supplied (premises, power supply, cabling, etc.) are available in accordance with the guidelines of the manufacturer or its technical description and specification.

VI. Material defects and defects of title

1. We shall be entitled to provide subsequent performance at the purchaser's premises; for this purpose, the purchaser shall procure unhindered access to the premises and the computer hardware and/or software supplied, provide us with the necessary documents, e.g. also software fault protocols or log book, as well as suitable rooms, equipment, computing time and personnel for information in good time and to a suitable extent. If necessary, the purchaser shall also provide the material required for tests, such as data, for test purposes.

2. Any additional expenditure incurred by us as a result of the delivered computer hardware and/or software being taken to a location other than the purchaser's registered office specified in our offer shall be borne by the purchaser.

3. Claims of the purchaser due to material defects and defects of title shall lapse if the purchaser themselves or a third party has made changes to the delivered computer hardware and/or software without our express consent given in writing or in text form or has used it in an environment that does not meet the requirements specified in the manufacturer's user documentation.

4. Our warranty obligation shall also lapse if the purchaser uses the delivered computer hardware and/or software in an environment other than the approved environment and with accessories other than the approved accessories.

VII. Manufacturer's warranties

1. If the manufacturer of computer hardware and/or software supplied by us but not produced by us provides a guarantee on this - usually dependent - we shall pass this guarantee on to the purchaser. The purchaser shall send the manufacturer the signed warranty card attached to the computer hardware and/or software, if applicable, and/or register the product with the manufacturer as required. The scope of the guarantee shall be determined by the manufacturer's guarantee conditions.

2. In order to safeguard the warranty claims, the purchaser shall contact the manufacturer directly in the event of the occurrence of faults/defects covered by the warranty. Our liability for material defects of the delivered computer hardware and/or software and the resulting warranty claims of the purchaser against us shall remain unaffected by this.

In the event of a warranty claim, the purchaser shall also inform us and keep us informed about the handling of the warranty by the manufacturer.

VIII. Security measures

The purchaser shall secure the computer hardware and/or software provided to them and, if applicable, the access data for online access against access by unauthorised third parties by means of appropriate measures. In particular, all copies of the computer hardware and/or software provided to the purchaser as well as the access data shall be kept in a protected place.