



General Terms and Conditions of

SNP Schneider-Neureither & Partner SE,
SNP Deutschland GmbH,
SNP Applications DACH GmbH and
Innoplexia GmbH

I. Scope

1. The goods and services of SNP Schneider-Neureither & Partner SE, Dossenheimer Landstrasse 100, 69121 Heidelberg, Germany, SNP Deutschland GmbH, Speyerer Strasse 4, 69115 Heidelberg, Germany, SNP Applications DACH GmbH, Speyerer Strasse 4, 69115 Heidelberg, Germany, Innoplexia GmbH, Speyerer Strasse 4, 69115 Heidelberg, Germany and all other companies affiliated with SNP Schneider-Neureither & Partner SE pursuant to section 15 et seq of German Stock Corporation Act (Aktien-gesetz – AktG), insofar as these refer to these terms and conditions, (hereinafter “SNP”), rendered to merchants when the relevant contractual relationships constitute part of the operation of their commercial trade as well as legal persons under public law or a special government-owned fund under public law (hereinafter “CLIENT”) shall be performed exclusively on the basis of these General Terms and Conditions (hereinafter “GTC”) and any other individual agreements existing in writing, unless there are separate contractual conditions that apply for special service areas. If any contradictions arise as a result of this, the regulations of the special contractual conditions shall take precedence.
2. The CLIENT shall acknowledge these GTC in the current version as being solely applicable no later than the receipt of the service. These GTC also apply in their respective state for all current and future business relationships.
3. Business relationships of the CLIENT that conflict with or deviate from the conditions of SNP are not acknowledged by SNP unless SNP has expressly approved their application in writing on a case-by-case basis. These conditions also apply if SNP executes the deliveries to the CLIENT without reservations or provides the CLIENT with services while aware of the conflicting or deviating conditions.
4. SNP is entitled to make reasonable changes to the GTC as well as the price list for current fees. The CLIENT will be informed of these changes in writing, via facsimile, or via e-mail. If the CLIENT does not object to these changes at least in writing within four weeks after receipt of the notice, the changes shall be considered as approved. In the event of a change to the contractual conditions, the CLIENT will be informed separately of its right to appeal and the legal consequences of remaining silent.



II. Offer and Conclusion of the Contract

1. Offers made by SNP to the CLIENT are nonbinding and subject to change. Orders placed by the CLIENT are always considered as binding contractual offers and can be accepted by SNP within a period of two weeks. The contract shall not become effective until the CLIENT receives the written order confirmation (also via facsimile) by SNP or, at the latest, upon the delivery of ordered goods or created works (hereinafter also collectively referred to as the "SUBJECTS OF PERFORMANCE") or through the rendering of the agreed service (hereinafter also collectively referred to as "SUBJECTS OF THE CONTRACT") by SNP. The content of the order confirmation shall take precedence over these GTC and shall conclusively describe the scope of delivery and/or service.
2. Verbal commitments, catalog information, and other performance specifications shall only be binding if they are expressly agreed to in writing. The same shall apply to characteristics that can be expected according to public statements made by SNP or its agents, in particular in advertising or in the labeling of the goods.
3. Unless otherwise expressly agreed to on a case-by-case basis with the CLIENT, SNP shall make no warranty in the legal sense for the presence of specific properties of the SUBJECTS OF PERFORMANCE.

III. Conditions of Delivery and Service

1. Delivery and/or service dates are set forth in the order confirmation or other written agreements according to the prospective capacities of SNP and apply subject to the correct and timely delivery to SNP by its suppliers, provided SNP has concluded a congruent hedging transaction and the supplier is responsible for the failure of the hedging transaction, as well as in the event of unforeseen circumstances and impediments, regardless of whether these occur at SNP or at any other manufacturer from which SNP obtains the goods or service in whole or in part, in particular force majeure, government actions, failure to obtain regulatory approvals, labor disputes of any kind, sabotage, war, terrorism, lack of raw materials, or delayed deliveries of materials through no fault of SNP or its suppliers. These types of events shall prolong the delivery date and/or service date accordingly, even if they occur during an already existing delay. In this case, any grace period specified by the CLIENT shall also be prolonged by the duration of the unforeseen event. SNP reserves the right to withdraw from the contract if the delay in delivery or service caused by one of the events indicated above persists for more than six weeks and SNP is not responsible for this. In this case, SNP will inform the CLIENT without delay and return any compensation that has already been provided.
2. Compliance with delivery dates and/or dates for providing services that have been agreed to in writing presupposes that the CLIENT has promptly provided all information required for the delivery and/or rendering the service, in particular rendering any acts of cooperation that are incumbent upon it. Otherwise, the delivery date and/or the date that the service is rendered shall be prolonged accordingly. This does not apply if SNP is responsible for the delay.
3. SNP expressly reserves the right to make appropriate partial deliveries and provide appropriate partial services.



4. Consulting services or other services are rendered by SNP within the customary operational working hours: Monday through Friday from 9 a.m. to 5 p.m. Services that are the subject of this contract and that are rendered outside of these times shall be commissioned separately and are subject to additional remuneration.

IV. Remuneration and Payment Conditions

1. Unless otherwise agreed to in writing, the remuneration shall be determined by the currently valid SNP price list. All prices are subject to value-added tax. SNP is entitled to invoice for partial services.
2. Invoices are due in full immediately upon receipt. If the invoice is not paid within 14 days of its due date, it shall be considered to be in default. If the CLIENT is in default with the payment of the invoice, the default interest of nine percentage points shall be applied in addition to the currently applicable base interest rate.
3. The CLIENT is not entitled to set off claims against SNP unless they are legally enforceable claims, undisputed claims, or claims that are disputed but ripe for judgment. Without prejudice to the provision of section 354a of the German Commercial Code (Handelsgesetzbuch – HGB), assigning CLIENT claims against SNP to third parties is prohibited. The CLIENT is not entitled to exercise a right of retention against SNP due to another claim that does not arise from this contract.

V. Cooperation of the CLIENT

1. The CLIENT is obligated to cooperate in the rendering of services that are the subject of this contract and to create all the foundations that are necessary for the proper execution of the order in its sphere of operation; in particular, the CLIENT must provide all documents that are necessary or of importance for the execution of the order promptly and in full.
2. The selection of hardware and software, including the performance results desired through the use thereof, is the responsibility of the CLIENT.
3. All acts of cooperation by the CLIENT shall be performed free of charge unless otherwise expressly agreed.
4. The CLIENT shall properly back up its data itself to the extent necessary (i.e. at least on a daily basis). Unless the CLIENT indicates otherwise to SNP in writing, the employees of SNP can assume that all data that they may come into contact with are properly backed up by the CLIENT.
5. Should the CLIENT fail to fulfill its obligation to cooperate, or fail to do so in a timely manner, causing SNP to suffer damage, SNP can set a reasonable period of time for the CLIENT to fulfill its obligations to cooperate. If the CLIENT fails to fulfill its obligation to cooperate within the period of time set by SNP, SNP is entitled to terminate the contract for cause. Any further claims by SNP remain unaffected in the event of termination.



VI. Rights of Use

1. Unless otherwise agreed to in a separate contract, SNP shall transfer to the CLIENT the simple, non-transferable right to use any work results that are created or ceded by SNP in the scope of rendering services that are the subject of this contract for the contractually intended purpose and for the contractually agreed duration. Additionally, the respective licensing terms of SNP shall apply.
2. Under no circumstances can copyright notices, serial numbers, and other characteristics used for program identification be removed or altered.
3. SNP reserves all further rights to use or exploit the work results. In particular, SNP, in relation to the CLIENT, is entitled to all rights to the work results, in particular copyrights, inventions, or other technical property rights. This also applies to the extent that the work results are based on the CLIENT's specifications or if the CLIENT has collaborated on such. In the event of a collaboration, the CLIENT, to the extent it is a co-originator, surrenders its share of the exploitation rights to the benefit of SNP. The granting of additional rights of use and redistribution or editing rights shall always require a separate, express, and written agreement.

VII. Approval, Liability for Material and Legal Defects

1. SNP warrants that the SUBJECTS OF THE CONTRACT shall correspond with the characteristics agreed to with the CLIENT or, if no specific property has been agreed to, shall be suitable for the contractually assumed or otherwise customary use that is generally accepted for deliveries and services of this nature and that the CLIENT can expect for deliveries and services of this nature. The contract, its annexes and related documents, explanations, analyses, studies, documentations, and prospectus and product descriptions describe the customary suitability for usage and customary fitness for use. With respect to services rendered, SNP is liable for the timeliness and proper execution of the services. However, it is not liable for the economic or other success of the service as intended by the CLIENT. Consultation activities or other services that are the subject matter of the contract shall only be rendered as a special-order or delivery contract if this is expressly agreed to in writing.
2. If laws governing sales contracts or contracts for work apply, the CLIENT must examine the performance results within 14 days after the provision of the service or notification of completion and immediately declare its acceptance or notify SNP of any defects identified with a specific description of errors, whereby minor defects shall not prevent the acceptance. After this period has expired, the service is considered as accepted according to the contract unless it involves a defect that was not recognizable during the examination. In addition, the acceptance shall always be regarded as granted as soon as the CLIENT uses the service delivered for business purposes.
3. In the event of a claim under warranty, SNP will either perform repairs or provide a replacement at its discretion. If SNP does not remedy defects it was notified of within a reasonable grace period specified in writing, or if two attempts at repair fail, the CLIENT is entitled to either withdraw from the contract or demand an appropriate reduction in price. In the event of only a minor contractual violation, in particular for only minor defects, the CLIENT is not entitled to a right of withdrawal.

4. Warranty claims expire one year after acceptance and/or transfer of the SUBJECT OF PERFORMANCE, unless it concerns a case of fraud or a warranty expressly assumed by SNP for the property of the SUBJECT OF PERFORMANCE; in this case, the statutory expiration periods shall apply. Warranty claims against SNP cannot be assigned.
5. Warranty claims against SNP shall be excluded if the CLIENT makes changes to or performs interventions on the SUBJECTS OF PERFORMANCE or uses them improperly. The warranty is not canceled if the CLIENT can prove that the changes made, the interventions performed, or the improper use is not connected to the claimed defect.
6. The foregoing provisions of this section with the exception of paragraph 2 shall apply accordingly in the event of legal defects.

VIII. Liability

1. SNP is only liable for damage that arises from causes other than loss of life, physical injury, or damage to health if this is caused by deliberate malice, grossly negligent acts, or willful violation of a major contractual obligation (so-called cardinal obligation, i.e. an obligation whose fulfillment makes the proper execution of the contract possible in the first place, and on whose compliance the contractual partner regularly relies and may regularly rely) on the part of SNP or its vicarious agents. The provisions of the German product liability act (Produkthaftungsgesetz – ProdHaftG) shall remain unaffected by this; in addition, the liability for the fraudulent concealment of a defect as well as for an expressly warranted property shall remain unlimited.
2. If SNP violates an essential contract obligation due to slight negligence, it must pay compensation for the typically predictable damage, with a limit of EUR 50,000 per incident and EUR 250,000 per year. In cases of slight negligence, SNP is not liable for any indirect damages or consequential damages (particularly lost profits).
3. SNP is not liable for the loss of data if the damage would not have occurred if it had been properly backed up and this was the responsibility of the CLIENT. A proper data backup can be assumed when the CLIENT demonstrably backs up its data sets in a machine-readable form at least once per day and thus warrants that these data can be recovered with reasonable effort. SNP's liability for the loss of data is limited to the typical effort required to restore the data that would have occurred if the data had been properly backed up.

IX. Confidentiality

1. The parties to the contract are obligated to maintain the confidentiality of all information made available to them in connection with the respective individual contract that is described as confidential or is recognizable as business or trade secrets due to other circumstances for an unlimited period of time by taking appropriate measures, and to not copy it in whole or in part, forward it to third parties, or to utilize it in any other way. The services rendered according to the present conditions as well as software that is used or created shall be considered trade secrets of SNP.

2. The CLIENT shall keep the SUBJECTS OF THE CONTRACT under lock and key, in particular documentation or software that may have been ceded to it, in order to avoid misuse and to suitably protect them from unauthorized access.
3. With regard to the secrecy obligation, the employees of the parties shall respectively be regarded as their agents in the sense of § 278 BGB (German Civil Code). In this regard, each of the parties shall be responsible for the culpability of their employees.
4. If a party uses a third party to fulfill its obligations under these terms and conditions, it ensures compliance with the above obligations and is responsible for them.
5. The above stipulations do not apply to information that (a) is independently developed by the receiving party without recourse to the confidential information of the disclosing party, or is received lawfully and free of duty of confidentiality from a third party having the right to furnish such confidential information; (b) has become generally available to the public without breach of the contract by the receiving party; (c) at the time of disclosure to the receiving party was known to be free of restrictions; (d) the disclosing party agrees in writing is exempt from the above provisions; or (e) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.
6. Employees of SNP who are involved in the provision of the services shall be obliged with the data secrecy according to the General Data Protection Regulation (DSGVO) and the applicable local data protection law at the latest before the start of the activity and the possibility of coming into contact with personal data.

X. Data protection

1. According to Art. 6 GDPR SNP is entitled to process personal data of the CLIENT for the fulfillment of business purposes. The data is stored at SNP. The CLIENT is hereby informed of his rights under Art. 13, 14 GDPR. The CLIENT has a right of information as well as a right to correction, blocking and erasure of his stored data. In addition, the CLIENT may contradict to the processing or use of his personal data in accordance with Art. 21 GDPR. The contradiction must be addressed to the responsible body.
2. In addition, the parties commit themselves to conscientious fulfillment and compliance with all data protection regulations. The CLIENT remains responsible at all times of his data in a data protection sense and undertakes to ensure that no personal data of third parties are made available without authorization in the context of the use of the services. If the CLIENT violates this obligation, he releases the SNP from all legal consequences of the breach.
3. Insofar as it is intended that SNP will process personal data on behalf of the CLIENT, the parties will conclude an agreement on data processing in good time prior to commencement of the respective activity in accordance with Art. 28 GDPR.

4. For all information in connection with the handling and protection of personal data of the CLIENT, SNP refers to its separate privacy policy as displayed on the portal <https://www.snpgroup.com/information-obligations>.

XI. Retention of Ownership

1. The products of the contract remain the property of SNP, even in the event of a purchase, until all outstanding claims have been settled. Prior to the transfer of property, the pledging or assigning of the goods as security is prohibited. A resale is only permitted in the ordinary course of business. In the event of a resale of reserved goods, the CLIENT relinquishes its purchase price claim against the purchaser in the full amount to SNP at the conclusion of the contract.
2. If the CLIENT is wholly or partially in default with a payment, it cancels its payments, or other legitimate doubts regarding its solvency or creditworthiness arise, it is no longer entitled to dispose of the goods. In such a case, SNP can revoke the CLIENT's authority to collect against the consignee. SNP is then authorized to demand information about the consignee, to notify such of the transfer of claims to SNP, and to collect the claims of the CLIENT against the consignee.
3. With regard to the secrecy obligation, the employees of the parties shall respectively be regarded as their agents in the sense of § 278 BGB (German Civil Code). In this regard, each of the parties shall be responsible for the culpability of their employees.
4. If a party uses a third party to fulfill its obligations under these terms and conditions, it ensures compliance with the above obligations and is responsible for them.
5. The above stipulations do not apply to information that (a) is independently developed by the receiving party without recourse to the confidential information of the disclosing party, or is received lawfully and free of duty of confidentiality from a third party having the right to furnish such confidential information; (b) has become generally available to the public without breach of the contract by the receiving party; (c) at the time of disclosure to the receiving party was known to be free of restrictions; or (d) the disclosing party agrees in writing is exempt from the above provisions; or (e) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.
6. Employees of SNP who are involved in the provision of the services shall be obliged with the data secrecy according to the General Data Protection Regulation (DSGVO) and the applicable local data protection law at the latest before the start of the activity and the possibility of coming into contact with personal data.



XII. Final Provisions

1. The exclusive place of jurisdiction for all disputes arising from this contractual relationship is the respective headquarters of SNP. This contract is subject exclusively to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. Changes or supplements to the Contract must be made in writing in order to become effective. This also applies to the suspension of this requirement of the written form. SNP's right to unilaterally change its GTC according to section 1 paragraph 4 remains unaffected by this.
3. The invalidity of one or more provisions of the contract does not otherwise affect the effectiveness of the remainder of the contract.

Last updated: August 2019