

General terms and conditions

As of: 23 September 2026 · These terms apply exclusively to contracts with businesses, legal entities under public law and special funds under public law (§ 1(2)). In the event of any discrepancy, the German version prevails (§ 14(5)).

§ 1 Scope

- (1) These General Terms and Conditions ('GTC') apply to all contracts between Daniel Gläser, Gläser IT-Solutions, Georgstraße 46, 09111 Chemnitz, Germany (the 'Contractor') and the Client for IT services, in particular software development, IT infrastructure, IT consulting as well as AI and automation, and for the supply of IT hardware and its installation.
- (2) These GTC apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. By placing an order, the Client confirms that it is concluding the contract in the exercise of its commercial or independent professional activity.
- (3) Deviating, conflicting or supplementary general terms and conditions of the Client only form part of the contract if and to the extent that the Contractor has expressly agreed to their application in text form (§ 126b BGB). This requirement of consent applies in all cases, including where the Contractor performs its services without reservation in the knowledge of the Client's terms and conditions.
- (4) Individual agreements made with the Client in a specific case (including collateral agreements, supplements and amendments) take precedence over these GTC in all cases. The content of such agreements is determined by a contract concluded in text form or by the Contractor's confirmation in text form.

§ 2 Conclusion of contract and quotations

- (1) The Contractor's quotations are subject to change and non-binding unless they are expressly designated as binding or specify a period for acceptance.
- (2) A contract is concluded when the Contractor confirms the order in text form (§ 126b BGB) or begins to perform the services. Email is sufficient.
- (3) The Client is bound by its order for two weeks after the Contractor receives it.
- (4) Cost estimates are non-binding unless otherwise agreed. If it becomes apparent that a cost estimate will be significantly exceeded, the Contractor will inform the Client without undue delay.

§ 3 Scope of services

- (1) The nature and scope of the services to be provided are set out in the respective quotation, the order confirmation or a separate service specification. Subsequent changes to the content of the services require an agreement in text form.
- (2) The Contractor may render partial performance where this is reasonable for the Client.
- (3) The Contractor may engage qualified third parties (subcontractors) to fulfil its contractual obligations. The Contractor is liable for the fault of any third parties it engages as for its own fault.
- (4) Unless otherwise agreed, the Contractor owes a work result within the meaning of § 631 BGB (contract for work) for software development, and the performance of services within the meaning of § 611 BGB (contract

for services) for consulting and support.

(5) Where an order covers both the supply of hardware and its installation or configuration (IT infrastructure projects), the Contractor owes, unless otherwise agreed, the ready-to-use setup as an overall service. The law on contracts for work (§§ 631 et seq. BGB) applies to it; the overall service is accepted in accordance with § 7. §§ 3a and 3b also apply to the hardware supplied. In this case, the remuneration covers both the hardware and the installation and configuration services.

(6) Requests by the Client to change the agreed scope of services (change requests) must be submitted in text form. The Contractor will assess their feasibility and their impact on remuneration and deadlines and submit a supplementary quotation; substantial assessment effort may be charged at the agreed hourly rates if the Contractor has given advance notice of this in text form. Until agreement on the change request has been reached, the Contractor will continue the work on the basis of the scope of services agreed so far.

§ 3a Delivery of goods and passing of risk

(1) Unless otherwise agreed, IT hardware is delivered either by handover at the Client's premises in the course of installation or by shipment to the delivery address specified by the Client.

(2) Where goods are shipped, the risk of accidental loss and accidental deterioration passes to the Client when the goods are handed over to the forwarding agent, carrier or other person designated to carry out the shipment (§ 447 BGB).

(3) Where installation takes place on site, the risk passes to the Client upon acceptance of the overall performance (hardware and installation).

(4) Delivery dates are only binding if they have been expressly confirmed as binding. Partial deliveries are permitted where they are reasonable for the Client.

(5) The Client must inspect the delivered goods for completeness, obvious transport damage and apparent defects without undue delay after receipt. Apparent defects must be notified to the Contractor in text form without undue delay, and at the latest within five working days of receipt. Latent defects must be notified without undue delay after their discovery.

(6) The hardware supplied is sourced through regular specialist trade channels. The Contractor does not assume any manufacturer's guarantees but will, at the Client's request, assist in asserting guarantee claims against the manufacturer where such guarantees exist.

§ 3b Retention of title

(1) The goods delivered remain the property of the Contractor until all claims arising from the business relationship with the Client have been paid in full (extended retention of title).

(2) If the Client acts in breach of contract, in particular in the event of default in payment, the Contractor is entitled to take back the goods subject to retention of title after issuing a reminder and setting a reasonable deadline. Taking back the goods constitutes withdrawal from the contract. After taking back the goods, the Contractor is entitled to realise them. The proceeds of realisation, less reasonable realisation costs, are credited against the Client's liabilities.

(3) The Client must handle the goods subject to retention of title with care. The Client must inform the Contractor without undue delay if and to the extent that third parties seize or otherwise gain access to the goods subject to retention of title.

(4) The Client is entitled to process and install the goods subject to retention of title in the ordinary course of business. Upon installation of the goods in the Client's IT infrastructure, ownership of the hardware passes to the Client as soon as payment has been made in full.

§ 3c Support services

(1) The Client may submit support requests by email to hi@glaeser-it.com, via the support form (glaeser-it.com/en/support) on this website or by telephone on +49 371 2335002-0 during regular business hours; urgent faults should also be reported by telephone. Regular business hours are Monday to Friday, 9:00 to 18:00 German time (CET/CEST), excluding public holidays in the Free State of Saxony. Further channels, such as a ticket system, may be agreed in a maintenance contract or a service level agreement (SLA).

(2) The Contractor offers the following support categories:

- Standard support: Where a maintenance contract exists, standard support is included in the fee and scope agreed there. It covers answering questions about, and remedying faults in, systems that the Contractor looks after under the maintenance contract. Questions and faults within an ongoing project are governed by the respective project agreement.
- Premium support: Support without a maintenance contract or outside its scope, requests concerning systems not looked after by the Contractor, and change and enhancement requests are charged on a time-and-materials basis at the hourly rates published on the support page (glaeser-it.com/en/support) of this website in the version applicable when the order is placed, unless otherwise agreed.
- Emergency support: For urgent faults dealt with outside regular business hours at the Client's request, the higher hourly rates published on the support page (glaeser-it.com/en/support) in the version applicable when the order is placed apply, unless otherwise agreed. Work outside regular business hours is only carried out by prior arrangement in the individual case; without an SLA, there is no entitlement to availability or to work being carried out outside regular business hours.

(3) For chargeable support services, the Client receives an estimate of the effort with transparent costs before work begins. The Client may approve the estimate or withdraw the request. No chargeable work is started without the Client's express consent.

(4) Response times depend on the priority of the request and are not guaranteed unless an individual service level agreement (SLA) is in place. The Contractor endeavours to deal with all requests promptly.

(5) Information on the processing of personal data in connection with support requests, in particular when the support form is used, is provided in the privacy policy (glaeser-it.com/en/datenschutz).

§ 3d Availability, maintenance and system responsibility

(1) Commitments regarding availability and response times exist only to the extent that they are expressly agreed in a separate service level agreement (SLA). Without an SLA, the Contractor owes the care customary in the industry, but no specific availability and no specific response times; response times stated elsewhere, for example on the website, are non-binding targets.

(2) The Contractor is entitled to carry out necessary maintenance work on the systems it looks after. Planned maintenance windows are announced in text form with reasonable advance notice and, where possible, carried out outside the Client's usual business hours. Announced maintenance windows do not count as unavailability.

(3) Furthermore, outages and disruptions for which the Contractor is not responsible do not count as unavailability, in particular disruptions caused by the Client or by third parties engaged by the Client, failures

of third-party infrastructure (e.g. network operators, power, cloud and communication services), force majeure, and third-party attacks on IT systems that could not be prevented despite reasonable protective measures.

(4) The Contractor owes IT security services (in particular patch management, hardening and monitoring) only to the extent that they have been expressly commissioned, and provides them in accordance with the state of the art. Success in the sense of absolute security is not owed.

(5) If the Client operates systems or software without manufacturer support (end of life) or rejects security measures recommended by the Contractor, the Contractor will point out the identified risks in text form; continued operation is then at the Client's risk.

§ 4 Client's obligations to cooperate

(1) The Client must support the Contractor to a reasonable extent in providing the agreed services and create all the conditions necessary for carrying out the order.

(2) In particular, the Client must:

- provide all information, documents and data required for the services completely, correctly and in good time;
- name a competent contact person who is authorised to make and receive all declarations required for the performance of the contract;
- provide the necessary access to systems, premises and data in good time;
- back up its data regularly and ensure the security of its IT systems.

(3) If the Client fails to meet its obligations to cooperate, or fails to do so in time, agreed deadlines and dates are extended accordingly. The Contractor is entitled to charge any additional effort caused by the delay on a time-and-materials basis.

(4) The Client ensures that it holds all necessary rights to the materials and data provided to the Contractor and that their use does not infringe any third-party rights. The Client alone is responsible for adequate licensing of the software it provides or that is used on its instructions. The Client shall indemnify the Contractor against all third-party claims arising from the use of such items provided by the Client, including the reasonable costs of legal defence, unless the Contractor is responsible for the infringement.

§ 5 Dates and deadlines

(1) Dates and deadlines are only binding if they have been expressly agreed as binding.

(2) If the Contractor is in default of performance, the Client is entitled to withdraw from the contract after having set the Contractor a reasonable additional period without success.

(3) Force majeure and other events that were unforeseeable when the contract was concluded and for which the Contractor is not responsible (in particular natural disasters, pandemics, war, orders by public authorities, industrial action, cyberattacks on the infrastructure of the Contractor or its suppliers, failures of communication networks, energy or cloud services, and non-delivery or late delivery by the Contractor's own suppliers despite a congruent covering transaction) release both parties from the affected performance obligations for the duration of the disruption plus a reasonable start-up period; to this extent, the consequences of default do not arise. The parties shall inform each other without undue delay of the occurrence and expected duration of the disruption. If the disruption lasts longer than six weeks, either party

may terminate the contract, or withdraw from it, in respect of the affected services; services already rendered must be paid for.

§ 6 Remuneration and terms of payment

- (1) The remuneration is based on the respective quotation or order confirmation. All prices are exclusive of statutory VAT.
- (2) Unless a fixed price has been agreed, services are charged according to the actual effort on the basis of the agreed hourly or daily rates. Hourly rates are billed by the minute according to the working time actually spent.
- (3) Unless otherwise agreed, invoices are payable without deduction within 14 days of the invoice date.
- (4) The Contractor is entitled to demand instalment payments in the amount of the value of the services rendered and owed in each case (§ 632a BGB). For projects, the Contractor may also demand a reasonable advance payment of up to 40% of the agreed or estimated remuneration when the order is placed.
- (5) In the event of default in payment, the Contractor is entitled to charge default interest at 9 percentage points above the applicable base rate pursuant to § 288(2) BGB. The Contractor reserves the right to claim further damages for default.
- (6) In the event of default in payment, the Contractor is entitled to demand a lump sum of €40 pursuant to § 288(5) BGB.
- (7) Travel costs, expenses and other outlays are invoiced separately unless otherwise agreed.
- (8) The Client may only set off claims that are undisputed or have been finally established by a court. This restriction does not apply to counterclaims that are in a reciprocal relationship with the main claim (in particular claims based on defects in the service to which the claim for remuneration relates), nor to counterclaims that are ready for decision. The Client may only assert a right of retention to the extent that it is based on the same contractual relationship.
- (9) If the Client is in default of payment of a not insignificant amount, the Contractor is entitled, after giving prior notice in text form and setting a reasonable deadline, to withhold further services until the outstanding claims have been settled; measures to avert imminent dangers to the Client's systems remain unaffected. If, after conclusion of the contract, objective indications of a material deterioration in the Client's financial circumstances become apparent (§ 321 BGB), the Contractor may demand advance payment or the provision of security.

§ 6a Cancellation, cancellation compensation and minimum remuneration

- (1) Upon the Client's acceptance of the quotation, the estimated volumes of service stated therein (hourly or daily volumes or lump sums) become the binding basis of calculation for the contract. They serve as the basis for assessing any claims of the Contractor to cancellation compensation.
- (2) If the Client cancels an order in whole or in part, the Contractor is entitled to cancellation compensation, unless more extensive claims under § 648 BGB already exist:
 - cancellation more than 14 days before the planned start of the services: 20% of the estimated net order value;
 - cancellation 7 to 14 days before the planned start of the services: 50% of the estimated net order value;
 - cancellation less than 7 days before the planned start of the services or after the services have begun: the agreed or estimated net remuneration less a flat 10% for saved expenses.

For orders with a hardware component, the share of the remuneration attributable to the hardware is disregarded when calculating these flat rates, provided that the Contractor has not yet procured the hardware or can reasonably return it or otherwise realise it; procurement costs already incurred that cannot be avoided must be reimbursed. The Client remains free to prove that the Contractor has suffered no loss or a significantly lower loss, or has made higher savings.

(3) The Client must create the conditions necessary for the services to begin within eight weeks of placing the order. If this period is exceeded without an arrangement in text form, the Contractor is entitled to withdraw from the contract and to demand cancellation compensation in accordance with paragraph 2.

(4) Where the quotation states estimated hourly or daily volumes and the Client has placed the order, at least 75% of the estimated volume is owed as minimum remuneration. This does not apply to the extent that the reduction in effort is due to circumstances for which the Contractor is responsible, or to the extent that the Contractor has earned other income from the capacity freed up. The Client remains free to prove that the Contractor has suffered no loss or a significantly lower loss.

(5) If, after placing the order, the Client engages a third-party provider for the same or substantially the same scope of services without having properly terminated the existing contract, the Contractor's claim to remuneration remains unaffected. In this case, the Contractor is entitled to the estimated remuneration less saved expenses.

(6) Services already rendered must always be paid for in full, irrespective of any cancellation.

(7) Paragraphs 1 to 5 do not apply to support services under § 3c billed by time; only the time actually spent is charged there.

§ 6b Price adjustment for continuing obligations

(1) For contracts for the recurring provision of services (continuing obligations, in particular maintenance, support, hosting and IT infrastructure management contracts), the Contractor is entitled to adjust the agreed recurring remuneration in accordance with the following paragraphs. Price adjustments serve solely to reflect changes in general cost trends and not to increase the profit margin.

(2) A first price adjustment is permitted no earlier than twelve months after the start of the contract. Further price adjustments may be made no earlier than twelve months after the previous adjustment.

(3) Prices are adjusted by the same percentage by which the consumer price index for Germany (VPI, current base year in each case; in the event of rebasing, the respective successor index applies) published by the Federal Statistical Office (Statistisches Bundesamt) has changed compared with its level at the start of the contract or at the time of the last adjustment. The relevant figure is the index level for the month preceding the month in which the adjustment is announced, compared with the index level for the month before the start of the contract or before the last adjustment.

(4) If the consumer price index falls during the comparison period, the Contractor is obliged to reduce prices accordingly. Cost increases and cost reductions must be offset against each other; the Contractor may only pass on a net change. No adjustment is made if the calculated change is less than two per cent; any change below this threshold is taken into account at the next adjustment.

(5) Price adjustments must be announced to the Client in text form (§ 126b BGB) at least six weeks before they take effect. The announcement must state the previous price, the new price, the relevant comparison period, the index levels used and the calculation in a comprehensible form.

(6) If an announced price increase exceeds five per cent of the price last paid, the Client has a special right of termination. Notice of termination must be given in text form within four weeks of receipt of the

announcement, with effect from the date on which the price increase is to take effect. The previous prices continue to apply until the termination takes effect.

(7) This § 6b does not apply to individual projects at a fixed price, to self-contained work with an agreed scope of services (in particular software development projects under § 631 BGB) or to hardware deliveries under § 3a. Price commitments or different adjustment mechanisms individually agreed in text form take precedence over this provision.

§ 7 Acceptance

(1) Where the Contractor owes a work result, the Client is obliged to accept it as soon as the Contractor gives notice of completion and the work essentially conforms to the contract.

(2) The Client must declare acceptance within 14 days of receiving the notice of completion. If, together with the notice of completion, the Contractor requests the Client to accept the work and points out the consequences of the period expiring, the work is deemed accepted unless the Client refuses acceptance within that period, stating at least one defect (§ 640(2) BGB).

(3) Insignificant defects do not entitle the Client to refuse acceptance. A defect is insignificant if it does not impair, or only slightly impairs, the functionality of the work.

(4) Upon acceptance, the risk of accidental loss and accidental deterioration passes to the Client.

§ 8 Liability for defects and warranty

(1) The Contractor is responsible for ensuring that the services provided meet the contractually agreed requirements.

(2) For hardware deliveries, the duty to inspect goods and give notice of defects under § 3a(5) applies; if the contract is a commercial transaction for both parties, § 377 of the German Commercial Code (HGB) also applies. Otherwise, the Client must notify defects in text form without undue delay after discovering them. Late notification does not affect the statutory rights in respect of defects; however, the Client bears any additional costs resulting from the late notification.

(3) If there is a defect, the Contractor is entitled, at its option, to remedy the defect or to deliver a replacement. If subsequent performance fails, the Client may, at its option, demand a reduction of the remuneration (price reduction) or rescission of the contract (withdrawal).

(4) Subsequent performance is deemed to have failed after two unsuccessful attempts.

(5) The limitation period for claims for defects is one year from acceptance or, for hardware deliveries without installation services, one year from delivery. This does not apply to claims for damages arising from injury to life, body or health, to claims based on intentional or grossly negligent breaches of duty, in the event of fraudulent concealment of a defect, where a guarantee of quality has been given, or to claims under the German Product Liability Act (ProdHaftG); in these cases, the statutory limitation periods apply.

(6) There are no claims for defects in the case of only insignificant deviations from the agreed quality, only insignificant impairment of usability, natural wear and tear, or damage arising after acceptance as a result of incorrect or negligent handling, excessive use or particular external influences not assumed under the contract.

(7) Likewise, there are no claims for defects in respect of improper modifications or repair work carried out by the Client or a third party, or in respect of the consequences thereof.

(8) The following additional provisions apply to IT hardware supplied (contracts of sale): warranty rights are governed by §§ 434 et seq. BGB. As a dealer, the Contractor is not the manufacturer of the hardware supplied and does not assume any manufacturer's guarantees beyond this. Where manufacturer's guarantees exist, the Client may assert them directly against the manufacturer.

(9) For IT hardware with digital elements (e.g. routers, switches, servers, NAS systems, network devices with firmware), updates are provided by the respective manufacturer; the Contractor owes neither their development nor their provision. The Contractor will inform the Client of security-relevant updates of which it is aware. Installing updates is a separately remunerated service unless it is expressly included in the order.

(10) Warranty claims for hardware supplied are excluded for defects caused by improper handling, external influences (e.g. power surges, lightning strikes, water damage), interference by the Client or third parties, or the use of incompatible components.

§ 9 Liability

(1) The Contractor is liable without limitation for damage arising from injury to life, body or health that is based on an intentional or negligent breach of duty by the Contractor or its legal representatives or vicarious agents.

(2) The Contractor is liable without limitation for other damage based on an intentional or grossly negligent breach of duty by the Contractor or its legal representatives or vicarious agents.

(3) In the event of a slightly negligent breach of material contractual obligations (cardinal obligations), liability is limited in amount to the foreseeable damage typical of the contract. Material contractual obligations are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the Client may regularly rely.

(4) Liability for damage caused by slight negligence is limited to the foreseeable damage typical of the contract and, in amount, to a maximum of three times the net order value (at least €25,000), but in no case to more than €100,000 per claim. For continuing obligations, the net order value is the net remuneration owed for the twelve months preceding the occurrence of the damage; if the contract has been in force for a shorter period, the agreed monthly remuneration is extrapolated to twelve months. This does not apply in the cases of paragraphs 1 and 2.

(5) Liability for indirect and consequential damage, in particular loss of profit, is excluded in the case of slight negligence. This does not apply in the cases of paragraphs 1 and 2 or in the event of a breach of material contractual obligations within the meaning of paragraph 3; in the case of paragraph 3, liability for indirect and consequential damage is also limited to the foreseeable damage typical of the contract and to the limits set out in paragraph 4.

(6) Liability under the German Product Liability Act and liability arising from the assumption of guarantees remain unaffected.

(7) The Contractor is not liable for loss of data to the extent that the damage results from the Client's failure to carry out data backups and thereby ensure that lost data can be restored with reasonable effort. Otherwise, in the case of slight negligence, liability for loss of data is limited to the effort that would have been required to restore the data if the Client had backed up its data properly and regularly. These limitations of liability do not apply where the Contractor has been expressly commissioned to carry out data backups, nor in the cases of paragraphs 1 and 2.

§ 10 Rights of use and copyright

- (1) Upon full payment of the agreed remuneration, the Contractor grants the Client a non-exclusive right, unlimited in time and territory, to use the work results created in accordance with the contract for the purpose envisaged in the contract.
- (2) The grant of exclusive rights of use or the transfer of rights to third parties requires a separate agreement in text form and, where applicable, separate remuneration.
- (3) The Contractor retains the right to use the works created, or parts of them, for its own purposes, in particular for reference and self-promotion purposes, unless the Client has a legitimate interest in confidentiality to the contrary. Naming the Client as a reference, using its name and/or logo, is subject to the Client's right to object in text form at any time; a reference already published will be removed within a reasonable period following such an objection.
- (4) Where open-source software or other third-party software is used to create the work results, its use is subject to the respective licence terms. The Contractor will inform the Client accordingly.
- (5) The Contractor retains all rights to general methods, processes, algorithms and standard software components developed by it, even if these were first developed or improved in the course of the order.
- (6) Source code is only handed over if this has been expressly agreed.

§ 11 Confidentiality

- (1) Both parties undertake to treat as confidential, without time limit, all confidential information and trade secrets of the other party that come to their knowledge in the course of initiating and performing the contract, and to use them only for the purposes of this contract.
- (2) This obligation does not apply to information that
 - was already publicly known at the time of receipt or was known to the receiving party without an obligation of confidentiality;
 - becomes publicly known after receipt through no fault of the receiving party;
 - is disclosed to the receiving party by a third party without an obligation of confidentiality;
 - was demonstrably developed independently by the receiving party;
 - must be disclosed on the basis of a statutory obligation or an order by a public authority.
- (3) The parties will also impose the obligation of confidentiality on their employees and on third parties engaged by them.
- (4) The Contractor is entitled to use AI-based tools in providing the services. The Contractor remains responsible for the contractual performance of the services and reviews AI-assisted work results for professional accuracy. Confidential information and personal data of the Client are only entered into AI systems that ensure confidentiality in line with this § 11 and do not use inputs to train generally available models; where this constitutes processing on behalf of the Client, § 12(2) applies.

§ 12 Data protection

- (1) The Contractor processes the Client's personal data exclusively for the purpose of performing the contract and in compliance with the applicable data protection legislation, in particular the GDPR and the German Federal Data Protection Act (BDSG).

(2) Where, in the course of providing the services, the Contractor gains access to personal data for which the Client is the controller within the meaning of Art. 4(7) GDPR, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR before processing begins. Until such an agreement has been concluded, the Contractor is not obliged to begin processing.

(3) Further information on data protection can be found in the Contractor's privacy policy (glaeser-it.com/en/datenschutz).

§ 13 Termination

(1) Unless otherwise agreed individually, continuing obligations (in particular maintenance, support and IT management contracts) have an initial term of twelve months and are then extended by a further twelve months in each case unless terminated with three months' notice to the end of the respective term.

Continuing obligations without an agreed term may be terminated by either party with four weeks' notice to the end of a month. The special right of termination under § 6b(6) remains unaffected.

(2) The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular if

- a party breaches material contractual obligations despite a warning in text form;
- insolvency proceedings are opened in respect of the assets of a party or the opening of such proceedings is refused for lack of assets; §§ 103 et seq. of the German Insolvency Code (InsO) remain unaffected;
- the continuation of the contractual relationship is unreasonable, taking into account all the circumstances and weighing the interests of both parties.

(3) Notice of termination must be given in text form (§ 126b BGB); email is sufficient.

(4) If the Client terminates a contract for work before completion, the Contractor is entitled to the agreed remuneration less saved expenses in accordance with § 648 BGB.

§ 14 Final provisions

(1) The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If the Client has no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Chemnitz (§ 38(2) of the German Code of Civil Procedure (ZPO), Art. 25 of Regulation (EU) No 1215/2012, Art. 23 of the Lugano Convention). The Contractor is also entitled to bring an action against the Client at the Client's general place of jurisdiction. Otherwise, the statutory places of jurisdiction apply.

(3) Amendments and supplements to these GTC must be made in text form (§ 126b BGB). This does not affect the priority of individual contractual agreements (§ 305b BGB).

(4) Should individual provisions of these GTC be or become invalid in whole or in part, this does not affect the validity of the remaining provisions. The invalid provision is replaced by the statutory provisions.

(5) These GTC are available in German and English. In the event of any discrepancy between the language versions, the German version alone prevails; the English version is provided for information purposes only.