

General Terms and Conditions of ALVARA group

Status: July | 2025

§1 Scope

- (1) These General Terms and Conditions (GTC) apply to all contractual and pre-contractual relationships between the Client and the Contractor, particularly – but not exclusively – to services in the context of the sale and rental of (standard) software, requirements analysis, creation of specifications, contract development, software installation, training, and support services for certifications..
- (2) These GTC apply exclusively to the relationship between the Contractor and the Client within the aforementioned scope under Section 1. They also apply to all future business within this scope, as well as to all business-related contact with the Client within this scope, such as the initiation of contract negotiations or the conclusion of a contract, even if they are not expressly agreed again or if no renewed reference is made to them. The applicability of the Client's general terms and conditions of purchase or order is expressly rejected..
- (3) If, in individual cases, obligations are established with persons or companies who are not themselves intended to become contracting parties, the limitations of liability contained in these GTC shall also apply to such third parties, provided these GTC were included in the establishment of the obligation with the third party. This particularly applies if the third parties became or had already become aware of these GTC at the time of the establishment of the obligation. The receipt of the services provided by the Contractor by the Client is deemed an acknowledgment of the validity of these GTC.

§2 Binding Period and Conclusion of Contract

- (1) The prices published by the Contractor are non-binding until the conclusion of the contract.
- (2) An offer made by the Client to the Contractor shall be binding on the Client for at least two weeks from receipt.
- (3) An offer made by the Contractor to the Client is non-binding and without obligation, unless otherwise stated in the offer. The Client's acceptance of the Contractor's offer constitutes a legally binding offer to conclude a contract.
- (4) The Client and the Contractor shall only be bound by an order once it has been confirmed by the Contractor by means of an order confirmation.

§3 Scope of Services, Performance Deadlines

- (1) The scope of delivery and services is determined by the written offer or the written order confirmation of the Contractor. Side agreements and changes require confirmation by the Contractor. If, after the conclusion of the contract, it becomes apparent that the order cannot be executed according to the Client's specifications because it is legally or technically not feasible, the Contractor is entitled to withdraw from the contract, provided and to the extent that the Client is not willing to accept the alternative solution proposed by the Contractor and to bear any additional costs actually incurred.
- (2) Within the scope of custom developments, the services include the design, development, testing, and creation of software or individual parts consisting of software components, or the adaptation to the specific needs of the Client, as well as user documentation. Installation and configuration on the Client's hardware is

only owed if expressly agreed. The provisions for software installation as set out in these GTC apply accordingly.

- (3) As part of installation services, the Contractor's services include the installation of the software, at the Contractor's discretion, either at the intended place of use or via remote access. Any installation services via remote access are provided from a remote location using the agreed communication facilities and suitable communication services, whereby the Client shall provide the necessary infrastructure (cables, internet connections, etc.). Installation via remote access can only be carried out if the Client provides the necessary technical requirements. These technical requirements will be specified to the Client on a case-by-case basis. In case of doubt, installation services via remote access are provided from the Contractor's place of business..
- (4) As part of training sessions, and unless otherwise agreed, the Contractor's services include the teaching of skills necessary for the standard, proper use of the software as an end user. Accordingly, the Contractor provides training on everyday configuration and setup questions as well as on usage by end users. Technical training, particularly concerning maintenance issues, is not included unless otherwise agreed with the Client. Basic knowledge and skills in operating a computer-based system (e.g. basic operation of the operating system, basic office skills, etc.) are not part of the training. The number of participants in a training session will be determined individually by the Contractor, taking into account the subject matter of the training and other relevant requirements..
- (5) As part of certification support, the Contractor's services include assisting the Client in obtaining certifications. The Contractor's obligations are limited to providing support services. The Contractor does not owe the Client the actual success of achieving certification. The Contractor's support services may include:
 - a) Provision of documents
 - b) Provision of other information

c) Consulting services

The Contractor's support services are limited to those related to the software delivered, created, or adapted by the Contractor..

- (6) The Contractor is entitled to make partial deliveries for all services, provided they are reasonable for the Client.
- (7) The Contractor is entitled to employ subcontractors to fulfill contractual obligations.
- (8) As a rule, the Contractor's services are provided within nine months, unless a performance period is specified in the order confirmation or otherwise. In the context of contract developments, delivery and performance deadlines and dates always represent best estimates but are generally non-binding.
- (9) Compliance with the performance period and individual performance dates presupposes that the Client carries out the cooperation actions incumbent upon him in a timely and proper manner, provides all required documents, and makes any agreed advance payments. If the Client fails to cooperate, the delivery period shall be extended by the duration of the failure to cooperate.
- (10) In the event of force majeure or other circumstances beyond the Contractor's control, the Contractor shall not be in default. In such cases, the Contractor is also entitled to withdraw from the contract even if already in default. If obstacles caused by force majeure are temporary, the parties shall agree on a new performance date. If the obstacle is permanent, both parties may withdraw from the contract.
- (11) Transport insurance for items to be shipped will only be taken out at the express request of the Client. In such cases, the transport insurance will be taken out in the name and for the account of the Client.
- (12) The Contractor owes the Client only the transfer of ownership and provision of the purchased item. Installation, setup, or configuration of the purchased item is not owed unless expressly agreed between the Contractor and the Client.

- (13) The Client is solely responsible for ensuring that the hardware and software environment requirements specified by the manufacturer, as described in the user documentation, are fulfilled.

§4 Transfer of Risk

- (1) The risk of loss or deterioration of the goods (hardware or software including accompanying documentation) passes to the Client upon handover of the goods for shipment to a parcel/postal service provider, even if partial deliveries are made. If the dispatch is delayed for reasons attributable to the Client, the risk passes as soon as the Client is notified that the goods are ready for shipment.
- (2) If developed or customized software or accompanying documentation is provided to the Client for testing purposes, the Contractor does not bear the risk of loss or deterioration of the software or documentation during the period between provision and acceptance, if the reason for the loss or deterioration originates from the Client's domain.

§5 Delivery and Rights of Use for Software

- (1) The delivery of standard software or developed or customized software, including program corrections, is carried out in object code form at the Contractor's discretion, either by shipment on a commercially standard data carrier from the Contractor's business location, online via remote maintenance, or as a download from a website, app store, or FTP server. The scope of delivery also includes user documentation. Unless otherwise agreed between the parties, the Contractor shall decide whether the user documentation is provided as a user manual, on a data carrier, or as a download from a website or FTP server. The Contractor is not obligated to provide the Client with the software's source code.
- (2) The granting of rights of use to the software is subject to the respective

software license conditions of the provider.

- (3) Further rights, particularly to reproduce the software beyond what is required for contractual use, are not granted. The Client is not permitted to make changes to the software except for the right to correct errors. The right to correct errors by the Client applies only if the Contractor has previously refused or failed to correct the errors. The Client is permitted to make a backup copy of the software and to reproduce it within the scope of normal data backups to ensure the intended operation of the software.
- (4) The Client shall receive the same rights of use to delivered program corrections and adjustments as were granted for the original program version.
- (5) Markings in the software, in particular copyright notices, trademarks, serial numbers, etc., may not be removed, altered, or obscured.
- (6) It is the responsibility of the Client to obtain any necessary import or export permits and to fulfill any customs formalities required for exporting the goods. To this end, the Client must provide the Contractor in a timely manner with the information required, where such tasks require the Client's cooperation.
- (7) If the Contractor is entitled to withdraw and declares withdrawal from the contract, the rights of use granted to the Client shall become ineffective from that point in time.

§6 Pricing

- (1) The Client shall bear all customs duties, taxes, and charges, as well as any export-related costs for customs formalities.
- (2) If a performance date is agreed upon that lies more than four months after the confirmation of service provision, the Contractor is entitled to pass on to the Client any additional costs incurred due to price increases in the interim, to the corresponding extent. The same applies if this period is shorter than four months, but the service can only be provided by the Contractor later than four months after the confirmation due to reasons attributable to the Client. If

this results in an increase in the total price of more than five percent, the Client may withdraw from the contract within two weeks of becoming aware of the price increase.

- (3) Unless otherwise agreed, remuneration for the services to be provided by the Contractor shall be on a daily fee basis.
- (4) Expenses and travel costs shall be invoiced separately by the Contractor, unless otherwise agreed. Overnight stays shall be charged at a fixed rate per night. Travel to and from the location shall be charged at a flat rate per kilometer for each leg of the journey. The reimbursement of expenses and travel costs by the Client shall be made upon presentation of copies of the receipts and deduction of any input tax amounts included therein, unless the Client and Contractor have agreed otherwise in writing before the trip takes place.

§7 Terms of Payment

- (1) If the services are provided by the Contractor in clearly definable partial sections, the Contractor is entitled to demand a corresponding portion of the remuneration for each partial section.
- (2) In the case of an agreed installment payment, the remaining amount becomes immediately due if the Client is in default with two installments, either entirely or to a significant extent, or if the Client is in default in an amount equal to at least one installment during a period spanning more than two installment payment dates.
- (3) Without express agreement, the Client is not entitled to make any deductions.
- (4) If the Client has its registered office outside Germany and the contractual agreement does not provide for advance payment, the Contractor is entitled, even without a special agreement, to make its services conditional upon the provision of a documentary credit issued by a bank or savings bank authorized within the European Union in accordance with the currently applicable Uniform Customs and Practice for Documentary Credits (ERA 500 / UCP 500) of the International

Chamber of Commerce (ICC), in the amount of the gross contract price.

- (5) If the Client is in default of payment, the Client shall compensate the Contractor for any resulting default damages and, in particular, shall pay interest in the amount of 9 percentage points above the base interest rate. If the Client is more than 14 days in default with a due payment or partial payment, or if the Contractor's claim to counter-performance is endangered due to the Client's poor financial situation, then all remaining outstanding claims become immediately due and payable.
- (6) Counterclaims against the Contractor may only be offset if they are undisputed or have been legally established. The assertion of a right of retention by the Client is excluded.
- (7) The assignment of claims by the Client against the Contractor requires the prior consent of the Contractor. The Contractor may only refuse such consent for good cause.

§8 Client's Duties to Cooperate

- (1) The Client shall ensure that – insofar as the Contractor gains access to personal data in the course of performing the services – the data protection regulations are observed. In this context, the Contractor ensures that any access during installation to personal data possibly stored by the Client is possible without violating data protection laws.
- (2) The Client shall support the Contractor's employees to a reasonable and customary extent. Upon the Contractor's request, such support may include providing workspaces and workplaces with PC and internet access, the costs of which shall be borne by the Client.
- (3) Materials, information, and data required by the Contractor to provide the services must be made available by the Client. Basic system requirements are provided to the Client with the offer. Project-specific information (master data, configuration) will be coordinated after commissioning within the framework of the project plan. Data and data carriers must be technically

flawless. If specific statutory or operational safety regulations apply at the Client's premises, the Client must inform the Contractor before service provision.

- (4) Instructions from the Client to the Contractor's employees regarding the specific manner of service delivery are excluded, unless such instructions are necessary in connection with safety requirements and operating regulations at the Client's premises. Instructions concerning individual matters related to the services to be provided by the Contractor must not be given to the employees assigned by the Contractor, but to the project contacts designated by the Contractor. The Contractor shall always independently decide on the necessary measures within the scope of its service obligations.

§9 Appointment of Project Managers

- (1) The Client and the Contractor are obliged to appoint a project manager before the start of the work. The measures required to implement the software development or adaptation shall be coordinated between the project managers. This also includes determining which contracting party is responsible for the respective measure. The respective project managers must be designated in writing to the other contracting party within a reasonable period after conclusion of the contract.
- (2) The project managers shall meet regularly at project-specific intervals to prepare and record upcoming decisions.

The following Sections 10 to 13 shall apply only if the development of customized software is the subject of the contract. Customized software is deemed to exist whenever it is developed or adapted specifically for the Client. Standard software is not affected by this, even if interfaces need to be configured in connection with it.

§10 Requirements Specification and Approval of the Functional Specification for Custom Software Development

- (1) The Client is obliged to provide the Contractor with a requirements specification (Lastenheft) for evaluating the project scope and shaping the requirements.
- (2) If the Client requests the creation of a functional specification (Pflichtenheft), the Contractor shall prepare such a specification based on the requirements specification and any additionally agreed target templates and functions of the software to be developed, adapted, or installed. The functions and specifications shall be derived exclusively from the approved functional specification. In cases where the Contractor waives the preparation of a functional specification, the functions and specifications required of the software shall be derived from the concluded contract, particularly from the offer prepared by the Contractor.
- (3) After the functional specification is created, it must be approved by the Client. The Contractor shall provide the Client with the functional specification upon completion in electronic, text, or written form. The Client must approve the functional specification within an agreed period, but no later than one month after receipt. Approval must be granted in writing and requires review of the specification. Approval shall be granted if the functional specification sufficiently reflects the target requirements and the agreed-upon functions. If the Client does not grant approval of the functional specification within the specified time, the Contractor may set a reasonable deadline for approval. If this deadline also expires without approval or without the Client specifying defects to be remedied, the approval shall be deemed automatically granted. The Contractor shall expressly notify the Client of this legal consequence when setting the deadline.
- (4) Once approval is granted, the functional specification becomes part of the contract.

- (5) The costs for the preparation of the functional specification shall be borne by the Client.

§11 Changes During Project Execution / Change Request Management

- (1) The project managers of both parties may agree upon changes by mutual consent. The changes shall be recorded in writing and signed by the project managers.
- (2) If no agreements have been made regarding remuneration or other contractual provisions, particularly schedules concerning the agreed-upon changes, the changes shall be carried out within the framework of the contractual provisions agreed upon up to that point.
- (3) If the parties fail to reach an agreement on changes requested by one of the contracting parties, the following shall apply:

The Client is entitled to submit change requests to the Contractor up until the time of acceptance. Change requests must be submitted in text form.

The Contractor shall examine the change requests and accept them provided they are not unreasonable for the Contractor in the context of operational capacity.

The Contractor shall inform the Client in writing within 28 days of receipt of the change request whether:

- a) The change request will be implemented while retaining the previously agreed contractual terms.
- b) The change request affects contractual provisions (e.g., price, execution period). The Contractor shall inform the Client of the new conditions under which the change request can be implemented. The Contractor is only obliged to implement the change request if the Client accepts the new conditions communicated by the Contractor within 14 days of receipt.
- c) The review of the change request for feasibility is in itself extensive. The Contractor may make the review of the change dependent on reimbursement of review costs by

the Client. For this, the Contractor shall assess the estimated time and cost of the review to the best of their knowledge at the time of the request and notify the Client in writing. The review order to the Contractor shall only be considered placed once the Client commissions the Contractor in writing to carry out the review.

- d) d) The change request is rejected.

If the Contractor does not respond to the change request within 14 days of its receipt, the change request shall automatically be considered rejected.

§12 Acceptance of Performance

- (1) The Client confirms the performance rendered by the Contractor by signing the acceptance declaration provided by the Contractor. To this end, the Client must test the developed or adapted software immediately after the performance is rendered and declare acceptance, provided the performance has been rendered completely and flawlessly or does not exhibit any significant defects.
- (2) If the Client does not declare acceptance within 2 weeks after the performance has been rendered and does not report any defects within this period, acceptance shall be deemed to have taken place. The Contractor shall explicitly inform the Client of the significance of such silence in the acceptance declaration presented.
- (3) The type, scope, and duration of the functional test shall be determined by the project managers before execution, unless the requirements have already been contractually agreed upon.
- (4) Software programs possess the agreed quality if they conform to the state of the art and are generally suitable for ordinary use. Indications by the Contractor regarding the characteristics of the goods shall only be considered a guarantee if they are explicitly designated as such. Deviations of the software from public statements by the Contractor, the manufacturer (§ 4 para. 1 and 2 Product Liability Act – ProdHaftG), or their agents do not constitute a defect.

- (5) Developed or adapted software possesses the agreed quality if it meets the requirements of the specifications or only exhibits insignificant defects. Indications by the Contractor regarding the characteristics of the goods shall only be considered a guarantee if they are explicitly designated as such. Deviations of the software from public statements by the Contractor, the manufacturer (§ 4 para. 1 and 2 ProdHaftG), or their agents do not constitute a defect.
- (6) For approved performance, no warranty or other compensation claims, especially those based on breach of duty, shall apply against the Contractor.

§13 Client's Obligation to Back Up Data, Liability for Data Loss

- (1) The Client is obligated to perform an additional data backup before any work is carried out by the Contractor on the Client's hardware—for example, during software installation or any other work on the Client's existing hardware or installed software.
- (2) The liability for the restoration of the Client's data shall, in addition to the limitations of liability pursuant to Clause 16, be limited in amount to the costs necessary to restore the data if they are regularly backed up or can otherwise be reconstructed from machine-readable data material with reasonable effort.

§14 Termination, Rescheduling of a Training Course

- (1) A contract for the execution of a training course may only be terminated for good cause. Termination must be made in writing.
- (2) The Contractor shall provide the trainer named in the offer or in the order confirmation for the training course. If a trainer is unable to attend the scheduled training date for reasons not attributable to the Contractor, the Contractor shall be entitled to appoint a suitable replacement trainer from within its own company or from a commissioned third-party company, or to reschedule the training date to an alternative date in coordination with the Client.

§15 Termination of Support Services for Certifications

- (1) A contract for the provision of support services for obtaining certifications may only be terminated for good cause. Termination must be made in writing.

§16 Warranty for Defects and General Liability

- (1) The limitation period for claims due to defects in the deliveries and services of the Contractor is one year from the statutory commencement of the limitation period. After this period expires, the Contractor may, in particular, refuse supplementary performance without the Client thereby acquiring any claims against the Contractor for reduction, withdrawal, or damages. This shortened limitation period does not apply to other claims for damages than those due to refused supplementary performance and does not apply at all to claims in cases of fraudulent concealment of the defect.
- (2) The Client's claims for supplementary performance due to defects in the Contractor's deliveries and services are governed by the following provisions:
 - a) If the service is defective, the Contractor may choose whether the supplementary performance shall be carried out by rectifying the defect (remedy) or by providing the service again. The Client's statutory right to reject the type of supplementary performance chosen remains unaffected.
 - b) The Contractor is entitled to make the owed supplementary performance dependent on the payment of the due remuneration by the Client. However, the Client may withhold a portion of the remuneration that is reasonable in relation to the defect.
 - c) The Client must grant the Contractor the necessary time and opportunity for the required supplementary performance, particularly by providing access to the defective goods for inspection purposes. In the event of renewed performance, the Client is obliged to return the

- defective goods to the Contractor in accordance with legal regulations.
- d) The expenses required for the inspection and supplementary performance, in particular transport, travel, labor, and material costs, shall be borne by the Contractor, provided that a defect actually exists. However, if the software was transferred to a location other than the Client's business premises after the performance was provided, the Client must bear the resulting supplementary performance costs. If a reported defect proves to be unfounded, the Contractor may claim compensation from the Client for the costs incurred.
 - e) The Contractor is entitled to perform the remedy on the Client's premises.
 - f) The obligation for remedy is also fulfilled if the Contractor provides updates equipped with automatic installation routines on standard data carriers, via remote maintenance, or as a download from a homepage, and offers telephone support to assist with any installation problems.
 - g) If defect rectification or the creation of a new work is not possible for the Contractor, the Contractor will offer the Client feasible workarounds. If these workarounds are reasonable for the Client, they are considered supplementary performance. Workarounds are temporary measures to bridge an error or disruption without modifying the source code.
 - h) If necessary, the Contractor shall also revise the user documentation.
- (3) The Client may claim damages only under the following conditions:
- a) For damages resulting from
 - an intentional or grossly negligent breach of duty by the Contractor, or
 - an intentional or grossly negligent breach of duty by a legal representative, senior employee, or vicarious agent of the Contractor, which do not concern essential contractual obligations (cardinal obligations) or main or ancillary duties in connection with defects in
 - b) For damages resulting from the intentional or negligent breach of essential contractual obligations (cardinal obligations) by the Contractor or one of its legal representatives, senior employees, or vicarious agents.
 - c) Essential contractual obligations (cardinal obligations) within the meaning of the preceding sections a) and b) are obligations whose fulfillment is essential for the proper execution of the contract and on the observance of which the Client regularly relies.
 - d) Furthermore, the Contractor is liable for damages arising from the negligent or intentional breach of duties related to defects in the delivery or service (supplementary performance and ancillary duties) and for damages that fall within the scope of an express warranty (assurance) or a guarantee of condition or durability provided by the Contractor.
- (4) In the event of a breach of an essential contractual obligation due to simple negligence, the Contractor's liability shall be limited in amount to the typical damage foreseeable at the time of contract conclusion, provided that proper diligence was applied.
- (5) Claims for damages by the Client due to a breach of an essential contractual obligation caused by simple negligence shall become time-barred one year after the statutory commencement of the limitation period. This limitation shall not apply to damages resulting from injury to life, body, or health.
- (6) Claims for damages against the Contractor arising from mandatory statutory liability — such as under the Product Liability Act — and from injury to life, body, or health shall remain unaffected by the preceding provisions of Section 16 and shall remain valid within the scope of the statutory provisions and periods.
- (7) If third parties are commissioned or involved for the initiation or execution of the contractual relationship between the parties, the warranty and liability

limitations set out above shall also apply to these third parties.

applies to its own trade secrets of the same category.

§17 Confidentiality

- (1) The Client and the Contractor agree to maintain the confidentiality of all information that becomes accessible to them in connection with the contract, which is designated as confidential or is recognizable as a business or trade secret due to other circumstances, for the duration of the contract. Such information may not be recorded, disclosed to third parties, or used in any way—unless prior express written consent has been given or the use is required to fulfill the purpose of the contract. This duty of confidentiality shall remain in effect for five years after the termination of the assignment.
- (2) The following information shall not be subject to the confidentiality obligations:
 - a) Information that was already known to either the Client or the Contractor before the start of contract negotiations, or that was disclosed by third parties as non-confidential, provided that these third parties did not themselves violate any confidentiality obligations;
 - b) Information that the Client and the Contractor have independently developed without reference to confidential information of the other party;
 - c) Information that becomes publicly known or available without fault or involvement of either the Client or the Contractor;
 - d) Information that must be disclosed due to legal obligations or by order of a public authority or court. In such cases, the disclosing party shall inform the other party without delay prior to disclosure.

Further statutory confidentiality obligations remain unaffected.

- (3) The Client and the Contractor agree to protect each other's trade secrets from access by third parties using appropriate confidentiality measures, which shall at a minimum correspond to the level of care generally accepted in the industry and to the level of protection each party

§18 Further regulations

- (1) The place of performance and exclusive place of jurisdiction for all disputes arising from the contractual relationship between the parties shall be Leipzig, provided that the Client is a merchant, a legal entity under public law, or a special fund under public law, or if the Client does not have a general place of jurisdiction in the Federal Republic of Germany or has relocated their place of jurisdiction abroad. As an exception to this, the Contractor is also entitled to bring an action against the Client at the Client's general place of jurisdiction. A merchant is any entrepreneur who is entered in the commercial register or who operates a commercial business that requires a commercially organized business operation. The Client has their general place of jurisdiction abroad if their business headquarters are located abroad.
- (2) Should any provision in these General Terms and Conditions or in other contractual agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.
- (3) The contractual and other legal relationships between the Client and the Contractor shall be governed exclusively by German law.