

I Usage, Validity

1. The general terms of business of QUORION Data Systems GmbH are valid for all products and services and its contractors in all contract sections. Contrary, conflicting or additional terms of business of suppliers and customers are not part of the contract unless explicitly agreed upon in writing.
2. All individual agreements between QUORION Data Systems GmbH and the contractor to execute a contract are included and written in this document.
3. These general terms of business apply exclusively to companies and legal persons of public law.
4. For contracts entered into between QUORION Data Systems GmbH and foreign business partners the law of the Federal Republic of Germany shall apply for the entire business, excluding the UN-sales law (CISG), no matter what legal basis they are based on.
5. The contract language for doing business with foreign customers is, by choice of QUORION Data Systems GmbH, either German or English.

II Contract

1. Offers from QUORION Data Systems GmbH are always subject to change without prior written notice.
2. Product information made available to third parties or published by QUORION Data Systems GmbH, is binding ONLY if expressly agreed upon or explicitly stated.
3. By placing the order the contractor enters into a binding agreement to its nature of the subject matter and all conditions of the desired legal business. Contract amendments, additions, and additional agreements require prior written consent. The transaction is closed by submitting the order confirmation.
4. In case of difficulties of the feasibility of the order, especially due to incorrect or / and not timely deliveries by suppliers, the contractor will be informed immediately about the un-availability of goods/services. Already rendered goods/services of the contractor shall be reimbursed.
5. QUORION Data Systems GmbH retains ownership and copyrights of all documentation and documents pertaining to the related business, such as technical schematics, bill of materials, firmware and application software, drawings, etc. These documents and programs may not be made available to third parties without expressed written consent. They are to be used by the contractor solely as intended.

III Prices and Terms of Payment

1. The selling prices of QUORION Data Systems GmbH are ex works from the place of business of QUORION Data Systems GmbH in Erfurt, Germany unless other regulations and specifications are agreed upon.
2. The legally valid VAT is added (domestic) to the prices quoted, including packaging, insurance, and freight costs at the time of the conclusion of the contract.
3. The invoiced amount has to be paid for in advance immediately after receiving the order confirmation.
4. With prior expressed consent, the payment shall be made by an agreed upon date of payment or an installment payment. If the deadline is past due the customer is in default.
5. The payment of the purchase price shall be made solely on the bank account specified on the order confirmation.
6. Cash discounts shall be permitted only when agreed upon and are subject to prior confirmation and only if all prior obligations of the customer are paid in full.
7. Contrary to other provisions of the contractor, QUORION Data Systems GmbH may credit payments made by the contractor against the contractor's oldest debts. If costs or interest have accrued, QUORION Data Systems GmbH shall first credit payments against the costs, then the interest and finally against the principal.
8. The contractor is entitled to set off payments only if his counterclaim has been recognized by QUORION Data Systems GmbH or has been legally established. From other existing contracts with QUORION Data Systems GmbH the contractor may not set off payments pertaining to the prevailing contract.
9. The withholding of payments due to complaints or other not legally established counterclaims will not be recognized by QUORION Data Systems GmbH and is explicitly excluded from the contract.
10. QUORION Data Systems GmbH has the right to reject bills of exchange or checks. The acceptance of checks or bills of exchange is only for payment. Discount rates or exchange charges are to be borne by the contractor and are payable immediately.
11. Costs for services rendered due to incomplete or inaccurate customer information, costs for additional services or costs for non-verifiable complaints or inappropriate use of products are exclusively borne by the contractor.

12. QUORION Data Systems GmbH is entitled to assign the contractor's receivables from goods and services rendered to third parties for financing purposes.

IV Delivery Time

1. Delivery dates or periods are binding, if expressly agreed upon.
2. The start of the delivery lead time requires the timely and proper performance of the obligation on the part of the contractor, see chapter III.
3. If the contractor is in arrears with the settlement of previous debts, QUORION Data Systems GmbH is entitled to withhold deliveries without having to pay any additional expenses resulting thereby.
4. The transport is performed in accordance with the Incoterms® agreed upon.
5. If requested by the contractor, QUORION Data Systems GmbH can affect transport insurance for the value to be insured. All costs pertaining to this insurance will be borne by the contractor.
6. If the contractor orders larger quantities or multiple order positions, QUORION Data Systems GmbH is entitled to partial deliveries.

V Retention of Title

1. QUORION Data Systems GmbH retains title to the goods until paid in full (subject goods). The retention of title also extends to products that are transferred by disk or transmitted online and also applies to any ancillary materials. If only the right to use software became object of the contractual arrangements, the above scheme applies to the transferred media.
2. Until the goods have been paid in full, the contractor is obliged to handle the delivery with care.
3. The contractor is entitled to resell the goods in the ordinary course of business. This entitlement only applies, if the contractor is not in default of his/her payment obligation. The goods under retention of title cannot be pledged for or used as security. Proceeds resulting from the sale or any other legal reason (insurance, tort) of the goods being under retention of title, the contractor already assigns in full as security to QUORION Data Systems GmbH.

4. If the delivered goods are processed or modified by the contractor, it does not result in a liability for QUORION Data Systems GmbH. The delivered and subsequently processed or modified goods remain under retention of title until paid in full. If the contractor produces a new product using the processed or modified goods delivered by QUORION Data Systems GmbH then, with closing of the contract, the retention of title is extended to the new product proportionate to the value of the delivered goods by QUORION Data Systems GmbH (invoice value plus VAT) until the goods are paid in full. The contractor shall maintain ownership or joint ownership of the delivered goods for QUORION Data Systems GmbH free of charge.
5. The contractor must clearly identify property under retention of title of QUORION Data Systems GmbH, if third parties wish to claim goods subject to retention, especially for seizure and insolvency proceedings, and submit notification to QUORION Data Systems GmbH immediately. Judicial, extra-legal, or other costs arising from such claims shall be borne by the contractor. The contractor shall also be liable for any damages in full.
6. If the contractor is in breach of contract or cannot meet the payments whilst being in default, then QUORION Data Systems GmbH is entitled to withdraw the goods under the retention of title at the expense of the contractor or require, where appropriate, the assignment of the retention of title by the contractor against third parties. The withdrawal or seizure of goods being under retention by QUORION Data Systems GmbH does not constitute a withdrawal from the treaty being subject to the approval of other statutory provisions.
7. Should the contractor breach any obligation mentioned herein, QUORION Data Systems GmbH is entitled to rescind the contract and to reclaim the goods and / or to claim damages.

VI Warranty and Complaints

1. The statutory warranty obligations and regulations are effective.
2. The warranty period between QUORION Data Systems GmbH and the contract partners is 12 months starting from QUORION Data Systems GmbH invoice date.
3. Upon delivery, the contractor is required to verify the integrity of the goods and if an obvious defect is detected, to report it immediately in writing. Failing to do so, the goods shall be deemed as approved unless there is a hidden defect. If it emerges later the contractor must immediately report the discovery of this fact; if he fails to do so, the goods shall be deemed as approved. This does not apply to fraudulent concealment of defects.
4. Should the goods have a defect, QUORION Data Systems GmbH will choose to repair or replace the goods, but only after the timely notice of the defect [see §6 (2)]. QUORION Data Systems GmbH always has to be given opportunity to rectify the defect within a reasonable time.
5. Should rectification fail, only then is the contractor entitled to reduce the payment after agreement with QUORION Data Systems GmbH as to the amount to be deducted.
6. Warranty claims shall not be admissible for minor deviations from the agreed quality, for minor impairment of usefulness, or for natural wear and tear.
7. Damages caused after the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment or out of the ordinary external influences are not replaced.
8. In case of improper repairs, modifications or other product connections performed by the contractor or another third party, all consequences resulting from that action will likewise be excluded.
9. (8) If QUORION Data Systems GmbH has entered negotiations concerning a complaint, this does not constitute a waiver of defense of late, insufficient, or unfounded claims.

VII Liability

1. Damage claims shall expire one year after the delivery of the goods. Fraudulently concealed defects are excluded.
2. QUORION Data Systems GmbH is under no circumstances liable for lost profits and damages of the contractor resulting from, for example, system combinations which do not meet the contractor's expectations or requirements or if the intended results are not achieved.

VIII Final Provision

1. Performance and legal venue for all disputes arising under this contract is the address of QUORION Data Systems GmbH in Erfurt, Germany unless the order confirmation states otherwise.
2. If any provision of this contract is invalid or unenforceable, or will be after the conclusion of the contract, the validity of the remaining will be unaffected. The invalid or unenforceable provision shall be replaced by the valid and enforceable provision, which effects on the economic objectives will be closest to that pursued by the parties of the invalid or unenforceable provision.