**invokable.**

# General Terms and Conditions

**invokable GmbH, Möllersbaum 1, 42477 Radevormwald**

## 1    General

1.1    These general terms and conditions (GTC) of invokable GmbH apply to all services of invokable GmbH, unless otherwise agreed in writing.

1.2    invokable GmbH provides all services exclusively on the basis of these terms and conditions. This also applies in particular if the customer uses own GTC and these contain regulations that conflict with or deviate from the GTC listed here. These GTC also apply if invokable GmbH carries out the order without protest in the knowledge of conflicting or deviating conditions of the customer.

1.3    invokable GmbH can change these GTC within a reasonable notice period. If the customer does not oppose to the change within a period set by invokable GmbH, the change is deemed to have been approved. invokable GmbH informs the customer in the change notification that the change will take effect if he does not oppose within the set period.

1.4    For any new order the actual GTC are valid. Reference to older versions of the GTC are excluded.

## 2    Services, Rights and Obligations

2.1    invokable GmbH describes its services in offers, contracts or service level agreements (SLA). These become binding orders when signed or electronically ordered by the customer. Orders can be one-off, recurring or time-limited.

2.2    Additional conditions may apply to certain products and services of invokable GmbH, which are communicated to the customer with the offer or order.

2.3    The parties accept e-mail communication as binding.

2.4    When delivering goods (hardware and software), the corresponding service descriptions and license conditions of the respective manufacturer apply.

2.5    If necessary and reasonable, the customer will cooperate in the implementation of the order, in particular in the event of changes or conversions to its systems. The customer carries out cooperative actions at his own expense.

2.6    The services described in the agreed offer describe the order conclusively and completely. invokable GmbH has no responsibility for the realization of further work by the customer.

2.7    Unless otherwise agreed, invokable GmbH grants the customer the simple, spatially unrestricted right to use these services in accordance with the order. The right of use applies indefinitely, if no period of use or term is specified in the order.

**2.8** It is not permitted to grant rights to use of services (e.g. programs created by invokable GmbH) to third parties, including subsidiaries or partner companies. Reselling of services is limited to the explicit purpose of the order or requires the written consent of invokable GmbH.

**2.9** The customer will only use the software or copies thereof, as well as all other materials made available (e.g. content, texts, images, animations, film and sound materials) in accordance with the order and return or delete them after the end of the contractual relationship or any agreed period of use, or do not continue to use.

**2.10** These provisions do not apply to open source programs and open source libraries; the associated license conditions apply exclusively.

**2.11** For services and service components in which invokable GmbH makes services or servers available via a network (in particular the public internet), invokable GmbH guarantees an availability of 99% on an annual average for each individual technical system, unless otherwise agreed. Within this guarantee, invokable GmbH can carry out urgent, technically necessary maintenance work that causes unavoidable failures or other disruptions at any time without prior notification to the customer. If maintenance work with breakdowns can be planned, this will be announced to the customer in advance.

## 3 Terms of payment

**3.1** All prices can be found in the order documents and are in euros plus the statutory sales tax unless stated otherwise.

**3.2** Unless otherwise agreed, customer payments are due without deductions after 14 days.

**3.3** invokable GmbH issues an electronic invoice for each payment transaction, which is sent electronically. The delivery date is the same as the invoice date.

**3.4** invokable GmbH can change term-related prices at the beginning of the next order term with a reasonable notice period of at least one month. If the customer does not oppose to the change within one month, the change is deemed to have been approved.

**3.5** The customer can only offset against claims of invokable GmbH with undisputed or legally established counterclaims.

**3.6** Further claims for damages remain reserved.

**3.7** If the customer is in default of payment, invokable GmbH can block its services or suspend the order. After a delay in payment of more than 2 months, invokable GmbH can terminate the order without further notice and irrevocably discontinue all services.

**3.8** invokable GmbH's claim for payment continues if the services are blocked, restricted or terminated for reasons for which the customer is responsible, in particular violations of these GTC or the conditions of the order.

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## 4      Term of Contract, Termination

4.1      Unless otherwise stated time limited orders are automatically extended by the first order period, as long as it is not terminated by one party with a notice period of one month to the end of the respective term. If the first order period is longer than one year, the extension periods are one year each.

4.2      Cancellations are made either via an electronic system provided by invokable GmbH (e.g. customer portal) or must be in writing, whereby sending by fax or e-mail as a scan is sufficient to maintain this form.

## 5      Reservation of ownership

5.1      Until full payment has been made, the delivered goods remain the property of invokable GmbH and the customer is only revocably permitted to use the services provided.

5.2      Goods may only be sold by the buyer after full payment. The buyer must inform invokable GmbH immediately of any seizure of the goods subject to reservation.

## 6      Liability, warranty, defects, performance disruptions

6.1      invokable GmbH is liable for intent and gross negligence. In the case of slight negligence, invokable GmbH is only liable in the event of a breach of an essential contractual obligation (cardinal obligation) and in the event of damage resulting from injury to life or health.

6.2      In the case of slight negligence, liability is limited to the amount of the specific order value or, in the case of temporary orders, to the fees that the customer paid to invokable GmbH for the period of one year before the occurrence of the damaging event as part of the specific order.

6.3      invokable GmbH is under no circumstances liable for defects of third-party systems (hardware and software) that are used or procured within the scope of the respective order at the request of the customer.

6.4      Delays in performance due to force majeure (e.g. strikes, lockouts, official orders, general telecommunications disruptions, etc.) and circumstances within customer's responsibility (e.g. late cooperation services, delays caused by third parties attributable to the customer) are not within the resposibility and accountability of invokable GmbH. invokable GmbH is entiteled to postpone the affected services for the duration of the hindrance plus a reasonable start-up time.

6.5      Within a warranty period of 6 months, invokable GmbH is obliged to provide subsequent performance free of charge in the event of defects subject to warranty, i.e. to remedy the defect or to provide a replacement delivery. Withdrawal and damages instead of the entire service are excluded if the defect only slightly reduces the value of the service. The type of compensation service is at the discretion of invokable GmbH.

6.6 Defects only arise from missing or faulty services that are described in the specific order. Services that are not explicitly described herein cannot be criticized.

6.7 Compatibility between hardware and software components cannot be guaranteed.

6.8 Obvious defects must be reported in writing immediately, but at the latest within a period of 30 working days after invoicing. Otherwise the assertion of the warranty claim is excluded.

6.9 In the case of the delivery of new goods, warranty claims are limited to a period of six months from delivery. Warranty claims only exist in the case of intended use and proper handling. The warranty is excluded for the delivery of used goods.

6.10 Any manufacturer guarantee remains unaffected.

6.11 Claims due to defects are only available to the direct customer and are not assignable.

# 7 Confidentiality

7.1 Confidentiality is agreed on the order and the knowledge gained during its processing and implementation. This also applies beyond the completion of the order.

7.2 Information echanged (e.g. documents, knowledge, experience) may only be used for the purposes of the order and may not be made accessible to third parties unless they are intended to be made accessible to third parties within the order or are already known to the third party. The parties will impose the conditions of this paragraph on third parties used, such as service providers, sub-contractors, freelancers, if necessary.

7.3 Upon request exchanged documents must be returned after the end of the order, unless the other party can claim a legitimate interest in these documents. If necessary, the written confirmation of a final deletion can replace the return of the documents.

# 8 Applicable Law, Severability Clause

8.1 The law of the Federal Republic of Germany applies to all aspects of these GTC. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other international agreements, even after their adoption into German law, shall not apply.

8.2 In some cases, German law grants consumers rights that go beyond those described in these General Terms and Conditions. In specific individual cases, such further rights of the consumer take precedence over these GTC without them losing their validity in whole or in part in other points.

8.3 The place of jurisdiction is the court responsible for the registered office of invokable GmbH.

8.4    If one of the provisions of these GTC becomes void, the remaining provisions shall remain unaffected.