

## Terms of trade

Sales and delivery conditions  
May 2022;

### 1. General & Application

1a: A transmitted agreement is to be considered as an offer until it has been accepted in writing by both parties.

Parties are defined as SEITPRO IT Support and the customer.

1b: An offer from SEITPRO IT Support is valid for 14 days from the date of the offer. Subject to price changes, out-of-stock items and typographical errors.

1c: The SEITPRO IT Support sales and delivery conditions override and replace any previous agreements or correspondence, etc. regarding sales and delivery. The Terms constitute the parties' agreement in its entirety and no modification or addition thereto may be made without the written consent of the other party.

SEITPRO's terms and conditions of sale and delivery also form an appendix to all contracts and agreements concluded.

1d: The general terms described below will apply between SEITPRO IT Support and the customer, unless they are waived in writing by other agreement. This is valid regardless of what the customer may have written in his order or approval and regardless of special conditions made by the customer, for example in the customer's general purchase conditions.

### 2. Prices & payment

2a: All prices are quoted in Euro and exclude VAT and other taxes.

Prices mentioned in price lists, advertisements and the like are only indicative and are to be considered as an invitation to submit an offer. For IT assistance provided on a time basis, charges are made per hour started.

The prices in the agreement are valid for 12 months at a time and will be adjusted once a year by SEITPRO IT Support as a result of changes in the cost level, the prices will follow the net price index, however. min. 5 %.

In case of extraordinary price increases on 3rd party licenses, SEITPRO IT Support may change the price for the given licenses with immediate effect. However, this must be documented.

SEITPRO IT Support is entitled to reimbursement of all expenses incurred in connection with the performance of the assignment, including transport, accommodation and catering costs. All sales shall be made net in cash, unless otherwise agreed in writing between the parties. In the event of late payment, SEITPRO IT Support shall be entitled to charge default interest

on the amount due and a reminder fee. The reminder fee amounts to Euro € 15,00. Interest shall be charged at a rate of 2% per month commenced of the amount due at any time.

2b: Consulting services are provided during normal business hours from 8.30 a.m. to 4.30 p.m. on all weekdays and are charged per hour. Outside normal working hours, the fee is charged per hour started + 100% on top of the hourly rate applicable at any time, plus a call-out fee of € 150,00 ex. VAT for calls to our on-call telephone.

### **3. Installation & setup**

3a: Unless otherwise agreed in writing, the customer is responsible for installation preparations, including separate computer power with the same earthing for all hardware devices, supplied from a separate electrical group. Network cabling with necessary network outlets; a proper environment that can accommodate equipment placement requirements as well as heat and dust development; obtaining logins, software programs, license information and any necessary customer presence. SEITPRO IT Support is entitled to invoice for any extra time due to the customer's lack of installation preparations or presence.

3b: After installation of the system and applications/LOB, the customer is responsible for keeping the license certificates, original data media, etc.

3c: It is the customer's responsibility to provide power outlets on independent group in EL panel.

### **4. Customer's responsibility**

**It is a condition of the performance of the consultancy:**

- that the client acquaints the consultants and other contact persons with the information relevant to the solution of the task,
- that the client freely provides the necessary and legal workplaces for the consultants, equipped with IT communication facilities, etc., as specified by the consultants,
- the client contributes to the organisation of the work and the allocation of resources so that the consultancy assistance can be provided as agreed,
- to the extent necessary for the solution of the task, the client will provide the consultants with the necessary access to the client's IT installation and databases as specified by the consultants,
- that the client has always ensured that adequate back-up has been made so that the client's data can be easily reconstructed at any time,
- the client has appointed an employee who is authorised to conclude binding agreements on the client's behalf.

If circumstances for which the customer is responsible result in the agreed consultancy not being able to be provided or in it being delayed, SEITPRO IT Support shall be entitled to claim remuneration for the consultants who were available for the provision of the consultancy as well as the extraordinary resources which SEITPRO IT Support has had to use

as a result of the delay, less only the invoicing to other parties which SEITPRO IT Support has been able to make for these consultants during the same period.

If the customer otherwise breaches the agreement for the provision of consultancy services, SEITPRO IT Support is entitled to demand payment of the full fee for the consultancy services, regardless of whether the scope of the consultancy services is only estimated or estimated by SEITPRO. If no fee or time is estimated, SEITPRO IT Support is entitled to a fee corresponding to the time that would normally be required for a task of this nature.

## **5. Payment**

5.a: All prices are quoted ex. VAT, installation, and delivery unless otherwise agreed in writing. Prices for consulting services and driving may be changed by SEITPRO IT Support at any time without prior notice.

5.b: Payment terms are net cash - 8 days.

5.c: In case of non-payment, all guarantees, including service target and uptime, response speed and any right to support, are temporarily void until 3 days after receipt of payment. Furthermore, if payment has not been made after the issuance of the COLLECTION WARNING, SEITPRO IT Support has the right to close the Customer's access to the Products without further notice. Access will thereafter only be reinstated once the Customer has paid all amounts due and has prepaid for two months, one month of which shall serve SEITPRO IT Support as security for future timely payment. If the due payment is not made again, SEITPRO IT Support has the right, without prior notice, to close the Customer's access and to offset the prepayment."

5.d: When sending reminders, the right is reserved to charge a reminder fee of € 25.00 per reminder sent, plus 2% interest per current month. If payment has not been made after the second reminder, a Collection Warning will be sent, after which the case will be handed over to the judicial collection agency at an additional cost to the customer.

In case of collection, a compensation fee of € 65,00 will be charged to the customer.

## **6. Responsibility**

SEITPRO's liability in the event of errors on the part of SEITPRO IT Support is limited to the remedying of these errors. SEITPRO IT Support can in no case be charged for the customer's operating loss, lost profit, lost data and their restoration, loss of goodwill, any financial loss as well as similar indirect or direct loss or damage, as a result of errors and defects that have occurred, as well as delays or other deviation in connection with deliveries or subsequent additional deliveries and deliveries of services, etc., neither economically nor legally. If, in connection with deliveries, the customer incurs additional costs as a result of SEITPRO's delay or defective delivery, this must be notified in writing to SEITPRO, which will then make proposals as to how the inconvenience can be remedied or possibly minimised. SEITPRO's direct and documented losses and additional costs in connection with any default by the customer on a concluded order shall be covered by the customer.

## **7. Errors & omissions**

7a: The Customer shall immediately upon delivery make an examination of the delivery by SEITPRO. If the customer wants to point out a defect, the customer must, immediately after the defect has been discovered, notify SEITPRO IT Support in writing and describe what the defect consists of within 8 working days.

7b: At SEITPRO's discretion, defects in the goods sold will be remedied or replaced at the seller's expense within a reasonable time.

7c: If the customer has not notified SEITPRO IT Support of the defect within 8 working days of the delivery date, the customer may not subsequently assert the defect.

## **8. Right of withdrawal**

8a: SEITPRO IT Support does not take back goods, unless otherwise agreed in writing. Once an offer is accepted, the agreement is concluded and binding. The customer cannot cancel in initiated order.

8b: SEITPRO IT Support can cancel pending orders at any time.

## **9. Complaints**

There is a 1-year warranty on goods purchased from SEITPRO IT Support from the date of purchase upon presentation of the purchase invoice unless otherwise stated on the sales invoice.

## **10. Force majeure**

The following circumstances will exempt SEITPRO IT Support from liability if they prevent performance of the agreement or make performance unnecessarily burdensome. Force majeure shall exist if SEITPRO IT Support is wholly or partially prevented from fulfilling its delivery obligations due to, for example, war, armament, civil unrest, terrorism, natural disasters, strikes, work stoppages, blockades, lockouts, shortage of suppliers of raw materials and/or subcontractors due to force majeure on their part, fire, power failure, computer virus or other destruction of SEITPRO's production equipment and any other extraordinary event which may prevent or limit SEITPRO's normal production and of which SEITPRO IT Support was not aware at the time of receipt of the order. SEITPRO's exemption from liability is tantamount to SEITPRO IT Support immediately informing the customer of, any form of force majeure including the cause and time the prevention is expected to take. If the delay, as a result of force majeure, is expected to last longer than three weeks, both SEITPRO IT Support and the customer shall have the right to terminate the agreement within three days of the notification, without such termination being deemed a breach of the agreement.

## **11. Disputes**

Any dispute shall be settled finally and with binding effect in accordance with German law by the court. Full mutual confidentiality shall be maintained between the parties in respect of any disagreement or dispute.