

General Terms and Conditions for Product Sales and Services of ACTIA IME GmbH

towards entrepreneurs, legal entities under
public law, or public-law special funds ("B2B").

ACTIA IME GmbH

Dresdenstr. 17/18
38124 Braunschweig
Germany

Tel.: + 49 [0] 531 38 70 1 0
www.ime-actia.de
E-Mail: info@ime-actia.de

Dokumentenreferenz

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Note

regarding the terms used in these General Terms and Conditions (“GTC”):

- In the following GTC, ACTIA IME GmbH is referred to as the “seller”.
- The contracting parties to whom the seller provides services or with whom contracts are concluded via the online shop are referred to as the “customer”.

§ 1 Scope

- 1.1 The seller directs its offer exclusively at businesses, legal entities under public law or special funds under public law (“B2B”). Orders from consumers or private customers (within the meaning of Section 13 of the German Civil Code (BGB)) are expressly excluded. Consequently, in accordance with Section 310(1) of the German Civil Code (BGB), these General Terms and Conditions apply exclusively to businesses, legal entities under public law or special funds under public law (“B2B”).
- 1.2 These General Terms and Conditions apply to all offers, sales, deliveries and services provided by the seller. This includes both regular, traditional sales and all contracts concluded via the online shop at www.ime-actia.de.
- 1.3 Any terms and conditions of the customer that conflict with or deviate from the seller’s General Terms and Conditions are hereby rejected or shall only be recognised by the seller if the seller expressly agrees to their validity in writing – or, in the case of the online shop, at least in text form.

§ 2 Offers, Conclusion of Contract and Online Shop Orders

- 2.1 Unless the seller’s offers are expressly designated as binding in writing – or, in the case of the online shop, at least in text form – they are subject to change and therefore non-binding. In cases where the offer is non-binding, a valid contract is only concluded upon the seller’s express order confirmation, at least in text form, or upon delivery of the goods. If an offer is expressly designated as binding, the contract is concluded upon the customer’s unaltered acceptance.
- 2.2 All details contained in non-binding offers (such as, in particular, dimensions, weights, illustrations or drawings) are for illustrative purposes only and are only approximate. These details shall only become binding terms of the contract if the seller expressly confirms them in writing – with the exception of the online shop, where this shall be at least in text form.

- 2.3 Where an order addressed to the seller is to be regarded as an offer in accordance with Section 145 of the German Civil Code (BGB), the seller may accept it within two weeks.
- 2.4 The presentation of products and services in the online shop does not constitute a legally binding offer, but rather an invitation to place an order. The customer submits a binding offer by completing the ordering process and, at the end, clicking the 'Place order with obligation to pay' button. Receipt of the order is confirmed by an automatic email; however, this does not yet constitute acceptance of the offer. The contract of sale is only concluded upon explicit confirmation of acceptance by email, upon dispatch of the goods or upon provision of the service.
- 2.5 Order details and customer data are stored once the contract has been concluded and can be viewed in the customer login area.
- 2.6 The language of the contract and negotiations is German.
- 2.7 The customer agrees to receive invoices exclusively in electronic form. Electronic invoices are made available by email or via the customer account.
- 2.8 Where services form the subject matter of the contract, no employment relationship is intended or established between the contracting parties. Each contracting party is responsible for its own social security contributions and taxes.

§ 3 Documents and Items Provided

- 3.1 The seller reserves the rights of ownership and copyright in all documents and items (including those in digital form) provided to the customer in connection with the placing of the order, such as, in particular, cost estimates, drawings or material samples. These must not be made available to third parties without the seller's express consent.
- 3.2 If the quotation is not accepted within the two-week period or upon request by the seller, these documents and items must be returned to the seller without delay.

§ 4 Prices, price changes and delivery charges

- 4.1 Unless otherwise agreed in writing, prices are ex works ('EXW' in accordance with

Incoterms 2020), excluding packaging and subject to value added tax at the rate applicable under the law at the time. Packaging costs will be invoiced separately.

- 4.2 In the case of services or work performed, the price shall be determined on the basis of the actual time and materials expended. Estimated prices quoted in cost estimates are non-binding.
- 4.3 For deliveries and services which, due to delays for which the seller is responsible, are not provided until four months or more after the conclusion of the contract, the seller reserves the right to make a reasonable price adjustment, provided that the costs of raw materials, materials, production, personnel, energy, rent, licences, administration or government levies demonstrably rise or fall after the conclusion of the contract. The price adjustment shall be made to the extent that the relevant cost factors as a whole have objectively changed, so that cost increases and cost reductions are offset against one another. In the event of an increase in these total costs, the seller is entitled to a corresponding price increase; in the event of a reduction in the total costs, the seller is obliged to make a corresponding price reduction. The seller shall, upon request, provide the customer with evidence of the cost trends, provided that no written fixed-price agreement has been concluded.
- For deliveries and services which, due to delays for which the seller is responsible, are not provided until four months or more after the conclusion of the contract, the seller reserves the right to make reasonable price adjustments, provided that the costs of raw materials, materials, production, personnel, energy, rent, licences, administration or government levies have demonstrably risen since the conclusion of the contract. The price adjustment shall be made to the extent that the relevant cost factors have objectively changed. The seller shall, upon request, provide the customer with evidence of the cost developments, provided that no written fixed-price agreement has been concluded.
- 4.4 The prices or list prices stated at the time of the order shall apply. If products in the online shop are inadvertently listed at an incorrect price and the actual price is higher, the seller shall contact the customer prior to dispatch to agree on how to proceed or whether to cancel the order. Should the correct price be lower, the lower amount shall be charged.

§ 5 Payments, Default, Set-off and Right of Retention

- 5.1 In the ordinary course of business, invoice amounts are payable without deduction within 21 days of the invoice date to the account specified by the seller. The deduction of a cash discount is only permitted by special written agreement.

- 5.2 The customer shall be in default 21 days after receipt of the invoice without the need for a further reminder. From this point onwards, the seller is entitled to claim interest on arrears at the statutory rate (currently: nine percentage points above the base rate) as well as any further damages resulting from the delay. If the customer defaults on a payment, all payment obligations arising from the business relationship shall become due immediately.
- 5.3 Payment of the purchase price is due upon conclusion of the contract. The customer may pay the purchase price using the payment methods also specified in the online shop:
- Prepayment: The full invoice amount must be transferred within 5 calendar days of the order being received; dispatch will take place upon receipt of payment.
 - PayPal: Once the order has been completed, the customer will be redirected to PayPal; dispatch will take place once payment has been confirmed.
 - Debit Mastercard / credit card: Card details are entered during the ordering process; the amount is debited once the goods have been dispatched.
- 5.4 Payment by cash or cheque is not accepted.
- 5.5 The customer is only entitled to set off claims, even if complaints or counter-claims are asserted, if the counter-claims have been legally established, have been recognised by the seller, or arise from the same contractual relationship.
- 5.6 The customer is only authorised to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

§ 6 Reservation regarding advance payments

- 6.1 In circumstances giving rise to doubts as to the customer's solvency (in particular in the event of an application for insolvency or late payments), the seller reserves the right to make further deliveries conditional upon advance payment or the provision of security (for example, a bank guarantee).
- 6.2 The seller may set a reasonable deadline for this and, if this proves unsuccessful, may withdraw from the contract. If the seller has already delivered the goods, the purchase price shall become due immediately and without deduction, irrespective of any other payment terms.

§ 7 Delivery times

- 7.1 The commencement of the specified delivery times is subject to the customer's timely and proper fulfilment of their obligations.
- 7.2 Any delivery times and dates specified by us are provided for the customer's information only and are therefore non-binding, unless we have expressly designated them as binding in writing. In the case of non-binding delivery times and dates, delivery to the customer within five days of the specified delivery date shall in any event still be deemed to be on time.
- 7.3 Delivery times are subject to timely supply from subcontractors. The seller is not responsible for delays caused by a lack of material availability on the part of subcontractors. If delivery is impossible through no fault of our own because the subcontractor has failed to fulfil its obligations, the seller is entitled to withdraw from the contract; any payments already made will be refunded.
- 7.4 If an expressly agreed delivery time is culpably not met, the customer must grant a reasonable grace period. Once this has expired without result, the customer is entitled to withdraw from the contract.
- 7.5 Partial deliveries are permitted provided they are reasonable for the customer or have been agreed with them. They may be invoiced separately.
- 7.6 Insofar as a delay in delivery on the part of the seller is not due to wilful misconduct or gross negligence, claims for damages of any kind are excluded.
- 7.7 Should delivery of the goods fail due to the customer's fault (for example, due to a delay in acceptance), the seller is entitled to withdraw from the contract. The seller reserves the right to make further claims. The customer shall bear any additional costs incurred as well as the risk of accidental loss or deterioration from the time of the delay.

§ 8 Force Majeure

- 8.1 Events of force majeure which make delivery substantially more difficult or impossible for the seller entitle the seller to postpone delivery for the duration of the hindrance or to withdraw from the contract in whole or in part with regard to the unfulfilled part.

- 8.2 Force majeure includes all events beyond the seller's control and whose occurrence could not have been foreseen at the time the contract was concluded (for example, natural disasters, war, terrorist attacks, import and export bans, strikes, official orders or other serious operational disruptions for which the seller is not at fault). Disruptions to supply chains which are beyond the seller's control and which would entail unreasonable costs for alternative procurement shall also be deemed to constitute force majeure.
- 8.3 The seller shall inform the customer of the occurrence of an event of force majeure immediately upon becoming aware of it, at least in writing. The customer shall not be entitled to withdraw from the contract or to claim damages as a result of the resulting delay in delivery. If the impediment to performance persists for more than four months, both the customer and the seller shall be entitled to withdraw from the contract, provided that the contract has not yet been performed.

§ 9 Transfer of Risk, Dispatch and Transport Damage

- 9.1 If the goods are dispatched at the customer's request, the risk of accidental loss or accidental deterioration shall pass to the customer upon loading onto the means of transport, or at the latest upon leaving the factory or warehouse ('EXW'). Dispatch shall be at the customer's expense; the seller shall not be obliged to provide transport insurance.
- 9.2 If the customer receives the goods with obvious transport damage, such defects must be reported to the carrier immediately. In accordance with the EXW terms of delivery, transport damage is excluded from the seller's warranty and liability.

§ 10 Retention of Title

- 10.1 The delivered goods shall remain the property of the seller (goods subject to retention of title) until all claims arising from the contract of sale have been paid in full.
- 10.2 The customer is obliged to treat the goods subject to retention of title with due care and to maintain them in good working order at their own expense. They must notify the seller immediately in writing if the goods are seized or subject to interference by third parties. If the third party fails to reimburse the judicial and extrajudicial costs of legal proceedings in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the resulting loss.

- 10.3 The customer is entitled to resell the goods in the ordinary course of business. The customer hereby assigns to the seller, in advance, any claims arising from such resale in the amount of the agreed invoice sum, including VAT. The customer remains authorised to collect such claims provided that they fulfil their payment obligations and no application for insolvency has been filed.
- 10.4 The processing, treatment or transformation of the goods subject to retention of title shall always be carried out in the name and on behalf of the seller. Where the goods are processed together with third-party items, the seller shall acquire co-ownership of the new item in proportion to the objective value of the goods subject to retention of title. This shall also apply in the event of mixing.
- 10.5 The seller undertakes to release the security to which it is entitled at the customer's request, insofar as its value exceeds the claims to be secured by more than 20 per cent.
- 10.6 In the event of the customer's breach of contract, the seller is entitled to take back the goods subject to retention of title; the customer shall bear the transport costs. Such taking back shall also constitute a withdrawal from the contract.

§ 11 Export Controls and Sanctions

- 11.1 The goods traded by the seller may be subject to export restrictions. This applies in particular to licensing requirements or restrictions on the export of goods or associated technologies abroad.
- 11.2 The customer undertakes to strictly comply with all applicable export control and sanctions regulations. This includes, in particular, the regulations of the Federal Republic of Germany, the European Union and the United States of America. The customer may not, either directly or indirectly, supply, transfer or export the delivered goods to listed persons or organisations. Export to countries or territories subject to embargoes or other trade restrictions is prohibited without the necessary official authorisations.
- 11.3 The seller's performance of the contract is subject to the proviso that there are no obstacles arising from national or international export and import regulations or other statutory provisions. The seller shall bear the risk of subsequent export bans only if

such a ban was already apparent at the time the contract was concluded following a diligent examination.

- 11.4 If there are concrete indications of a breach of export control or sanctions regulations by the customer or its customers, the seller is entitled to temporarily withhold the delivery. Such withholding is permissible until the lawful end-use of the goods by the customer has been sufficiently clarified and proven. Upon request, the customer must immediately provide the seller with appropriate documentation (for example, end-use declarations).
- 11.5 A breach by the customer of the obligations set out in this clause constitutes good cause. It entitles the seller to withdraw from the contract with immediate effect or to terminate the business relationship without notice.
- 11.6 The customer shall indemnify the seller against all damages, fines, penalties and costs resulting from a culpable breach of the above obligations. This applies in particular to legal defence costs incurred by the seller in connection with official investigations.

§ 12 Customs

- 12.1 For orders to be delivered outside the European Union, import duties and taxes may apply, which are levied as soon as the parcel reaches its destination. These additional charges are to be borne by the customer ('EXW'); the seller has no influence over these charges. As customs regulations vary from country to country, the customer should contact their local customs authority for further information.
- 12.2 For orders from countries outside the European Union, the customer is regarded as the importer and must comply with all laws and regulations of the country in which they receive the products. The seller points out that cross-border deliveries may be subject to opening and inspection by customs authorities.
- 12.3 The customer is obliged to provide the seller with all information required for export, customs clearance and import, and to ensure that such information is correct. The seller shall not be liable for any delays or costs arising from incorrect information provided by the customer. The customer shall indemnify the seller against all damages, costs and losses resulting from incorrect information provided by the customer or from failure to comply with the import and export restrictions of the country of destination.

§ 13 Warranty and Notice of Defects

- 13.1 The customer's warranty rights are subject to the customer having duly fulfilled their obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). The goods must be inspected immediately for completeness, transport damage, obvious defects and characteristics. Notice of obvious defects must be given in writing within one week of delivery; otherwise, the warranty is excluded in this respect.
- 13.2 Claims for defects become time-barred 12 months after delivery of the goods to the customer. This also applies to software supplied. The statutory limitation period applies to claims for damages arising from wilful misconduct and gross negligence, as well as in the event of injury to life, limb or health resulting from an intentional or negligent breach of duty by the user. Where the law mandatorily prescribes longer time limits in accordance with Section 438 of the German Civil Code (BGB) these time limits shall apply.
- 13.3 Should, despite all due care taken, the goods delivered prove to have a defect that already existed at the time of the transfer of risk, the seller shall, subject to the customer giving notice of the defect within the prescribed time limit, at the seller's discretion, either rectify the defect or supply replacement goods. The customer must provide the seller with a detailed description of the complaint for each individual defect and must always allow the seller the opportunity to remedy the defect within a reasonable period. The seller's consent must be obtained before any goods are returned. Claims for recourse remain unaffected by the above provision without restriction.
- 13.4 If the rectification fails (whereby rectification is deemed to have failed after the second unsuccessful attempt), the customer may withdraw from the contract or reduce the payment.
- 13.5 Claims for defects shall not arise in the event of only an insignificant deviation from the quality, an insignificant impairment of usability, natural wear and tear, or damage caused by incorrect handling, excessive strain or unauthorised modifications by the customer or third parties.
- 13.6 Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded to

the extent that such costs are increased by the goods having been moved to a location other than the customer's premises, unless this corresponds to the intended use.

- 13.7 The customer shall only have rights of recourse against the seller to the extent that the customer has not entered into any agreements with its own customer that go beyond the mandatory statutory claims for defects.

§ 14 Right of withdrawal

As the seller's offer is directed exclusively at business customers, there is no statutory right of withdrawal. Contracts are binding and may only be cancelled in accordance with statutory provisions or the contractually agreed terms.

§ 15 Liability

- 15.1 The customer may only assert claims for damages arising from a defect if rectification has failed or if the seller refuses to rectify the defect. This does not affect the customer's right to assert further claims for damages in accordance with the following provisions.
- 15.2 The seller shall be liable without limitation for wilful misconduct and gross negligence.
- 15.3 In cases of simple negligence – except in the event of injury to life, limb or health – the seller shall only be liable where essential contractual obligations (cardinal obligations) have been breached. Liability is limited to damage that is typical for the contract and foreseeable.
- 15.4 Liability for indirect and unforeseeable damage, loss of production and loss of use, loss of profit, lost savings and financial loss arising from third-party claims is excluded in cases of simple negligence – except in the event of injury to life, limb or health.
- 15.5 Any further liability on the part of the seller is excluded, irrespective of the legal nature of the claim asserted. However, the above limitations and exclusions of liability do not apply to strict liability prescribed by law, in particular under the Product Liability Act, or to liability arising from a no-fault guarantee.
- 15.6 Insofar as liability is excluded or limited under clauses 13.3 and 13.4, this shall also apply to the personal liability of the seller's employees, staff, representatives, organs and vicarious agents.

- 15.7 If the customer uses the seller's products in such a way that they are integrated into the customer's own products or services, the seller's liability for defects in the individual components supplied remains unaffected in accordance with these General Terms and Conditions. However, the seller accepts no liability for the overall functionality, system compatibility or compliance with legal requirements of the complete product newly created by the customer. Claims for damages arising from damage demonstrably caused by faulty system integration or unsuitable operating environments on the part of the customer are excluded in cases of simple negligence.
- 15.8 Insofar as we have provided a guarantee of quality and/or durability in respect of the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damage resulting from the absence of the guaranteed quality or durability, but which does not occur directly to the goods, if the risk of such damage is clearly covered by the guarantee of quality and durability.

§ 16 Special provisions regarding digital products and rights of use

- 16.1 Digital products are generally made available to the customer via download or by email. The customer will receive the relevant access details or download links upon receipt of payment.
- 16.2 The customer must ensure that the technical requirements for receiving and using the digital products are met. The seller accepts no liability for malfunctions or damage attributable to the customer's failure to meet the technical requirements.
- 16.3 Upon purchasing a digital product, the customer is granted a simple, non-transferable, perpetual right of use to the purchased content, unless otherwise agreed. The customer is not authorised to reproduce, distribute, decompile, reassemble, modify or make the digital content publicly available.
- 16.4 All copyright remains with the seller or the respective rights holder.

§ 17 User account in the online shop

- 17.1 The customer is obliged to provide complete and truthful information when registering and creating a user account. They must keep their login details secure and protect them from access by third parties. The seller shall not be liable for any damage arising from

the misuse of login details, provided that the seller is not at fault. Multiple registrations are not permitted. For orders placed via the online shop, the customer must provide their VAT registration number, which will be stored in the customer login.

- 17.2 Any changes to personal details, in particular contact and payment details, must be updated immediately in the user account. The customer is responsible for all activities carried out under their user account, unless they are not at fault for any misuse.
- 17.3 The seller reserves the right to suspend or delete the user account in the event of misuse, breaches of these Terms and Conditions, or incorrect information. The customer may request the deletion of their user account at any time.
- 17.4 The seller endeavours to ensure a high level of availability for the user account. Temporary restrictions due to maintenance work or force majeure cannot be ruled out. Liability for damages resulting from temporary unavailability is excluded, unless the seller is responsible for such unavailability.

§ 18 Miscellaneous

- 18.1 All legal relationships between the seller and the customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.2 To the extent permitted by law, the place of performance and exclusive place of jurisdiction for all disputes arising from the contract shall be Braunschweig, Germany, unless otherwise specified in any order confirmation. However, the seller is also entitled to bring proceedings against the customer at the customer's general place of jurisdiction.
- 18.3 The customer is not entitled to assign claims arising from the contract with the seller without the seller's prior written consent.
- 18.4 The seller processes personal data which comes to its attention as a result of an enquiry from the customer or through the contractual relationship with the customer, to the extent necessary for the implementation of pre-contractual measures or for the performance of the contract (Article 6(1)(b) of the GDPR). The Privacy Policy applies.

§ 19 Amendments to these General Terms and Conditions

- 19.1 The seller reserves the right to amend these General Terms and Conditions at any time with future effect.
- 19.2 The customer will be notified of the amendments by email at least four weeks before they come into force.
- 19.3 If the customer does not object to the amendments within four weeks of receiving the notice of amendment, the amendments shall be deemed to have been accepted. The seller will specifically draw the customer's attention to this legal consequence in the notice of amendment.