



Contractual terms for services (DV)

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Contractual terms for services (DV)

1. Subject matter of the contract

1.1

The provider renders services as set forth in the conditions agreed under the contract and in the following, in exchange for the remuneration agreed contractually. The customer is responsible for project execution and success. The provider renders services in accordance with the principles of proper professional conduct.

1.2

The subject matter of the contract can comprise a one-time service which can also be rendered in parts, or can be established for the long-term.

2. Service implementation

2.1

The location of service provision is the provider's headquarters, unless agreed otherwise.

2.2

The provider renders services by way of suitable staff members. The customer has no claim to service provision by specific employees of the provider.

2.3

The provider defines the manner in which services are rendered, unless agreed otherwise.

2.4

The customer is not authorized to issue instructions to the provider's employees involved in rendering services.

2.5

If the provider must present the results of service provision in writing, only the written presentation is definitive.

3. Collaboration obligations

3.1

The customer ensures that the contact person appointed by said customer supplies the provider with the documents, information and data needed for service provision completely, correctly, in a timely way and at no charge, unless the provider is liable for this. The customer furthermore ensures that these items are up-to-date. The provider may assume the completeness and accuracy of these documents, information and data, unless said provider recognizes or has to recognize that they are incomplete or inaccurate.

3.2

In this regard, the customer shall monitor service provision by the provider.

4. Rights of use

4.1

As regards the service results which the provider has supplied within the scope of the contract and transferred to the customer, the provider grants the customer a non-exclusive and non-transferable right to use these results in perpetuity for their own internal purposes within the contractually intended context, unless agreed otherwise.

4.2

Otherwise, all rights remain with the provider.



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4.3

The provider can revoke the rights of use granted to the customer if they significantly breach the restrictions on use or other rules on preventing unauthorized use. The provider shall set a grace period of remedy for the customer beforehand. In case of recurrence and in special circumstances which justify immediate revocation, bearing in mind the interests of both sides, the provider can also declare revocation without setting a period of notice. After rights of use have been revoked, the customer shall confirm this to the provider in writing. The provider shall restore rights of use for the customer after they have submitted and warranted in writing that there are no more breaches of these rights of use, and previous breaches as well as their consequences have been eliminated.

5. Duration

5.1

If the contract has been concluded for an indefinite period of time, it can be terminated at the end of a calendar year with a 3-month period of notice. Termination is first possible on expiry of the calendar year following contract conclusion. An agreed minimum duration remains unaffected by this termination right.

This does not apply if a different agreement has been reached.

5.2

The right to extraordinary termination for important reasons remains unaffected.

5.3

Notices of termination are only effective in writing.

5.4

Withdrawal from the contract is excluded.

6. Remuneration

6.1

Unless agreed otherwise, the provider can increase remuneration no earlier than 12 months after contract conclusion, if the increased remuneration corresponds to the provider's current list prices. Further increases can follow no earlier than 12 months after a preceding increase has become effective. An increase becomes effective 3 months after announcement.

The customer has a termination right if the remuneration rate increases by more than five percent. Within one month of receipt of notice, the customer can declare termination by the time the increase is to take effect.

6.2

Agreed proofs of expenditure are considered approved if the customer does not contradict them in writing and in detail within 21 days of receipt, and the provider has made reference to the approval concept in the proof of expenditure.

6.3

Travel costs and allowances as well as other expenditures are reimbursed in accordance with the provider's price lists, unless agreed otherwise.

Travel time is not considered working time.

6.4

The provider can request remuneration for their efforts if additional expenditures are incurred due to the customer not having met their obligations in a proper way (also refer to Item 3).



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7. Service disruptions

7.1

If a service is not provided in compliance with the contract and the provider is responsible for this (service disruption), they are obliged to provide the service, in whole or in part, to the customer in compliance with the contract within a reasonable period and without additional costs, unless this is only possible with a disproportionate expenditure.

This obligation of the provider exists only if the customer has objected to the service disruption in writing and without delay, but no later than by the end of two weeks after obtaining knowledge thereof, unless agreed otherwise.

7.1.

Item 7 of the document titled 'AV' applies to any further claims for compensation of expenditure and damage.

8. Validity of the AV

In addition, the General contractual terms (AV) of the provider apply.

9. Amendment or Supplement to the Terms of Delivery and Payment:

Our terms of delivery and payment, which our customer agrees to when placing an order, apply exclusively, including for future transactions, even if they are not expressly referred to but have been sent to the customer with an order confirmed by us. If the order is placed in deviation from our terms of delivery and payment, only our terms of delivery and payment shall apply, even if we do not object. Deviations shall therefore only apply if they have been expressly acknowledged by us in writing.

We are entitled to assign the claims arising from our business relationships.

The contractual relationship is governed exclusively by German law, in particular the German Civil Code and the German Commercial Code. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

The place of jurisdiction is, at our discretion, the registered office of the company or Frankfurt / Main.

If the customer is in default of any payment obligations to us, all existing claims shall become due immediately.

All payments shall be made with debt-discharging effect exclusively to VR Factoring GmbH, Platz der Republik 6, 60325 Frankfurt / Main, to which we have assigned our current and future claims arising from our business relationship.

In order to fulfil our factoring agreement (assignment of our claims and transfer of debtor management), we will forward the following data to the financial services institution VR Factoring:

- Names and addresses of our debtors
- Data on our claims against our debtors (in particular gross amount and due date)
- If applicable, names of contact persons and contact details of our debtors (telephone number, email address) at their premises for the purpose of coordinating accounts receivable accounting

VR Factoring will pass on the company data of the debtors to credit agencies and trade credit insurers as well as to processors (IT data processing, printing service providers, etc.).

Further details on data processing can be found in the 'Data Protection Information' of VR Factoring GmbH, which you can view and download online at <http://www.vr-factoring.de/datenschutz>.

The customer may not offset counterclaims unless the counterclaims are undisputed or have been legally established. The customer may not assert a right of retention unless it is based on the same contractual relationship or the counterclaims are undisputed or have been legally established.