

General Terms and Conditions of imos Service OOD, BG - Varna

1. Subject

- 1.1 All services provided by imos Service OOD (referred to hereinafter as "imos") shall be subject to these terms and conditions exclusively.
- 1.2 Different or additional terms and conditions shall be effective only if expressly accepted in writing by imos. Orders are not valid until acknowledged in writing by imos. If imos warrants certain data properties such warranty shall be binding upon imos only if stated so by imos in writing. This written form requirement may be waived only by written agreement.
- 1.3 Customer's general terms and conditions of trade shall not be part of the contract even if enclosed with quotation requests, orders, acceptances, etc. and not opposed by imos.
- 1.4 No services shall be provided without conclusion of a valid written order between the customer and imos.

2. Quotations

- 2.1 All imos' quotations are without obligation unless expressly otherwise stipulated in the quotation. Conclusion of contracts and other agreements are binding only upon written confirmation by imos. imos reserves the right to make minor deviations from the quotation for technical reasons even after acceptance of the quotation by the customer.
- 2.2 The customer shall not disclose the quotation received either in full or in part, including in processed form, without imos' prior written consent.

3. Scope of Service

- 3.1 The scope of service is specified in detail in the order.
- 3.2 The data or services will be delivered according to the customer software system version. The source code and projects from which the final products are generated are not part of the subject of the order and will not therefore be supplied.

4. Software

Unless otherwise stipulated in the contract the customer is responsible to provide a fully operational license system.

5. Dates and Periods

- 5.1 Service dates and periods quoted in contracts are binding only if designated in writing by the customer and by imos as binding; otherwise all dates/periods are not binding.
- 5.2 The period for services shall be extended appropriately if failure to meet the period is due to impediments beyond imos' control.

6. Payment and Due Date

- 6.1 VAT at the rate in force at the time will be added to payments and incidental expenses.
- 6.2 Payment is due before execution of the service. Invoices are due for payment within 14 days of the invoice date. Interest of seven (7) percentage points per annum above the European Central Bank base interest rate will be charged on late payments. This shall not affect any other damages claims.

7. Responsibilities

7.1 Data creation project

The customer is responsible for the following positions:

- Supplying imos with product information
- Responding to technical questions
- Supplying imos with 3d drawings or samples of the fittings and other hardware that should be created as connectors with matching drawings
- Testing the imported products and describing any errors that need to be fixed from imos
- Delivering the connection descriptors (logic of the fittings positions described in text files)
- All official documentation should be sent via email or any communication platform provided by imos.

imos is responsible for the following positions:

- Creation of the database
- Export of new articles
- When problems or errors are found imos will check, discuss with the customer and repair them
- Request additional information when the supplied product description is insufficient.
- All official documentation should be sent via email or any communication platform provided by imos.

7.2 Other services

The customer is responsible to provide any data, descriptions and samples required by imos to fulfil the order.

8. Defects of Quality

8.1 Definition

A defect of quality shall be deemed to exist if the data delivered by imos deviates from the provided description by the customer. imos is not responsible for possible software bugs or issues leading to inconsistency of faulty data.

8.2 Period of limitation:

Claims in respect of defects of quality shall become statute barred one month after delivery of the data. This shall not apply in the case of 8.9.

8.3 Modifications by customer:

Claims in respect of defects of quality will not be allowed if the customer itself modifies data or has a third party do so, unless the customer can prove that errors occurring are not due to this and that error analysis and correction by imos will not thereby be affected.

8.4 Duty to examine and notify defects:

upon delivery of the data to the customer the customer shall check that the data and the documentation are complete and free from defects and shall notify imos of any complaints without delay. If the customer fails to comply with this duty the customer shall forfeit the rights as provided below in case of defects with respect to quality defects that would have been discovered in a due initial examination.

8.5 Notification of defects by customer:

Defects occurring shall be documented by the customer as clearly as possible for imos and notified to imos in writing without delay upon discovery.

imos will remedy defects notified in accordance with clauses 8.4 and 8.5 as follows:

8.6 Remediating of defects:

imos is entitled to remedy defects by repair or replacement, at its option. The customer may request replacement or repair within an appropriate time if the other form of remedying of defects is unacceptable to it. Remedying of defects by imos may also take the form of instructions given to the customer in writing or electronically. Any additional expenses incurred by imos due to the customer having moved programs to a place other than the customer's above-mentioned principal place of business shall be borne by the customer. Should it be the case that a defect notified by the customer does not actually exist or is not related to the data or services provided by imos, imos shall be entitled to charge the customer for the expenses incurred for the purposes of analysis and other processing at imos' premises according to the current price list for customer services if the customer can be accused of intent or gross negligence in connection with notification of that defect.

8.7 Reduction of price or termination:

if imos does not successfully remedy defects within an appropriate time allowing at least two attempts at correction, the customer shall be entitled to set imos an appropriate final deadline permitting at least two attempts at correction. If imos is still unsuccessful by this final deadline the customer shall be entitled at its option to reduce the payment or to terminate the contract. The need for the customer to allow periods to expire and to set deadlines may be dispensed with if the customer can no longer be reasonably expected to do so, in particular if imos finally and seriously refuses to remedy defects. Remedying of defects shall not be deemed unsuccessful at the second attempt at rectification. On the contrary, imos may make any number of attempts at rectification during the times allowed.

8.8 Restriction of claims in the case of minor defects:

the right of termination and compensation instead of complete performance shall apply only in case of significant defects.

8.9 Fraudulent intent / warranty:

The legal provisions concerning defects of quality shall be unaffected in the event of fraudulent intent and in the event of a warranty being provided by imos. The technical data and specifications given in this Agreement and its Appendices shall be deemed exclusively quality descriptions in accordance with section 434 (1) (1) of the German Civil Code or section 633 (2) (1) of the German Civil Code and not as an independent warranty, quality or durability warranty. Independent warranty promises, quality or durability warranties in the legal sense shall be deemed to exist only if they are expressly designated in writing as an independent warranty, quality warranty or durability warranty.

9. Subcontractors

imos has the right to involve third parties for the delivery of the services. In that case imos is responsible for the quality of the services.

10. Granting of Rights

10.1 Permanent grant of rights: for the payment stipulated imos shall grant the customer the exclusive right to use the contractual data permanently in his system.

10.2 Backup copies: the customer is additionally authorised to make an appropriate number of backup copies and usual data backups.

10.3 Processing right: the customer is authorised to process the data in connection with a modification necessary to create interoperability or to correct a defect.

11. Data Maintenance

imos is prepared to maintain the data based on a maintenance agreement.

12. Privacy Policy

The provisions on data protection are contained in the data protection declaration.

13. Set-off

The customer may only set off claims that are undisputed or legally enforceable against imos' claims.

14. Amendments and Additions

14.1 Amendments and additions to this agreement shall be made in writing. This also applies to any amendments to this provision.

14.2 A letter confirming a verbal agreement shall only be effective if counter-confirmed in writing by the receiving party.

15. Choice of Law, Place of Jurisdiction

15.1 This Agreement shall be subject to German law. The UN Convention on International Contracts for the Sale of Goods shall be excluded.

15.2 The place of jurisdiction for all disputes arising from or in connection with this Agreement shall be Herford, Germany.

16. Ineffective Clauses and Loopholes

Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. The ineffective provisions shall be replaced by the legal provision.