



§ 1 Scope and priority clause

1. The following conditions apply to all deliveries, installations, repairs, advice and other services provided by MBJ Solutions GmbH (hereinafter: "MBJ"). 2. Any purchasing conditions or other general terms and conditions of the customer do not apply unless they are expressly recognized by MBJ in writing.

§ 2 Conclusion and amendment of the contract

1. MBJ's offers are subject to change in all respects. Orders are only binding for MBJ if and to the extent that MBJ has issued an order confirmation.
2. Changes and additions to the contract, such as ancillary agreements, commitments or agreements, must be made in writing and only oblige MBJ after a corresponding written addition to the order confirmation.

§ 3 Payments

1. Unless otherwise agreed, claims from the invoices issued by MBJ are payable net (without deduction) 30 days after receipt of the invoice.
2. In the event of default, MBJ calculates the statutory default interest of 6% p.a. above the base rate (according to § 247 BGB). We reserve the right to assert further rights, in particular any further damage caused by delay.
3. If the customer does not meet his payment obligations in accordance with the contract or if he suspends his payments or if other circumstances become known to MBJ which call the customer's creditworthiness into question, MBJ is entitled to make the entire remaining debt due.
4. Offsetting against the claims of MBJ is excluded, unless the counterclaim is undisputed, legally established or recognized by MBJ. The exercise of a right of retention is also excluded, unless the counterclaim is undisputed or has been legally established.
5. MBJ is not obliged to accept bills of exchange or checks.

§ 4 Liability

If the delivery item cannot be used by the customer in accordance with the contract due to MBJ's negligence or incorrect execution of suggestions and advice given before or after the conclusion of the contract or due to the breach of other contractual secondary obligations - in particular instructions for the operation and maintenance of the delivery item - then others shall apply to the exclusion of others Claims of the customer according to the regulations of §15 and §4.2.

1. MBJ is only liable for damage that has not occurred to the delivery item itself - for whatever legal reasons
In the event of intent or gross negligence on the part of the executive bodies or executive employees,
In the event of culpable harm to life, body or health,
In the case of defects that they fraudulently concealed,
In the case of defects, the absence of which it has guaranteed,
In the event of defects in the delivery item, insofar as there is liability for personal injury or property damage to privately used items according to the Product Liability Act.
2. In the event of culpable breach of essential contractual obligations, MBJ is also liable for gross negligence and slight negligence, in the latter case limited to the reasonably foreseeable damage typical of the contract.
3. Further claims are excluded.

§ 5 Statute of limitations

All claims of the customer - for whatever legal reasons - become statute-barred after 12 months. The statutory deadlines apply to intentional or malicious behavior as well as to claims under the Product Liability Act.

§ 6 Privacy

In accordance with Section 33 of the Federal Data Protection Act, the customer is informed that his data will be saved by MBJ. The data is processed in compliance with the Federal Data Protection Act.

§ 7 Applicable Law and Jurisdiction

1. German law applies exclusively to all legal relationships with the customer, but excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of jurisdiction is MBJ's place of business.

§ 8 Severability clause

Should individual provisions of these conditions be ineffective, this should not affect the effectiveness of the remaining provisions. The ineffective provision is deemed to be replaced by a provision that is suitable for realizing the economic purpose of the ineffective provision.

A. Delivery

§ 9 Scope of services

The customer acquires from MBJ the systems or services specified in more detail in the order confirmation and, if included in the scope of delivery, also operating software and documentation.

§ 10 Quality and Prices

1. MBJ is entitled to deviate from the technical data and services specified in the order confirmation or, for technical reasons, to work with components other than those agreed. In such a case, MBJ has to obtain the prior consent of the customer for the relevant deviation. Consent may only be refused if the customer has a legitimate interest. Consent is not required for deviations that affect individual components or

that deviate slightly from the data specified in the specification, or for changes that are based on an adaptation to the general state of the art.

2. The customer is solely responsible for observing the statutory, official and trade association regulations when using the goods.

3. The prices stated by MBJ are net prices in dealings with the group of people in § 14 BGB. They are ex works excluding additional costs such as freight, customs and packaging, plus the value-added tax applicable on the day of delivery. Confirmed prices are only valid if the confirmed quantity is accepted.

§ 11 Shipping and transfer of risk

1. Unless otherwise agreed in writing, our deliveries are made ex works. The packaging and dispatch are carried out at our discretion at the customer's expense.

2. When the goods are handed over to the forwarding agent, carrier or another - including MBJ's own - transport person, the risk of destruction or deterioration is transferred to the customer. This also applies to deliveries free of charge. In the case of free house deliveries, however, MBJ assumes liability, limited to the respective gross value of the goods, for direct transport damage, insofar as this transport damage was caused by MBJ's own transport personnel.

3. If the dispatch is delayed due to circumstances for which MBJ is not responsible, the risk of destruction or deterioration is transferred to the customer upon notification of readiness for dispatch.

4. The customer must notify MBJ of any transport damage immediately, at the latest within one week of receipt of the goods, even if MBJ is not responsible for the transport.

§ 12 Delivery and withdrawal

1. Delivery dates confirmed by MBJ are non-binding, unless they are expressly designated as binding.

2. Compliance with delivery periods and dates requires the timely fulfillment of the customer's contractual obligations. The delivery period begins after clarification of all details of the execution of the order and receipt of all documents required for the execution of the order and other information to be provided by the customer as well as receipt of any agreed down payment. The delivery period is also deemed to have been met if the goods leave the factory or the specified shipping station at the agreed time or the customer has been notified that the goods are ready for shipment, but the goods cannot be dispatched on time through no fault of MBJ. The same applies to delivery dates.

3. If MBJ is in default of delivery, the customer has to set MBJ a reasonable grace period. This must be at least 14 days.

4. After expiry of a reasonable grace period set against MBJ in the event of a delay in delivery, the customer is entitled to withdraw from the contract if he has indicated the refusal of the service when setting the grace period. The right of withdrawal does not apply if the goods have been dispatched or ready for dispatch by the deadline and this has been indicated to the customer.

5. MBJ is entitled to withdraw from concluded contracts if, as a result of catastrophes, war events or other reasons, the procurement of goods becomes significantly more difficult compared to the time at which the contract was concluded.

6. If the customer is more than two weeks in arrears with the payment of an invoice, an application has been made to open insolvency proceedings against the customer's assets, the customer has initiated an out-of-court procedure serving to settle debts or has stopped his payments, or MBJ has become an MBJ other circumstances are known which significantly reduce the creditworthiness of the customer and which endanger the claim to the consideration owed to us, MBJ is entitled to provide security for outstanding deliveries by setting a deadline of at least one week by prepayment or by bank guarantee (at the discretion of the Customer) and to refuse performance until security has been provided. After the unsuccessful expiry of a reasonable grace period set by MBJ, MBJ is further entitled to withdraw from this and other contracts or to demand compensation in lieu of performance.

§ 13 Acceptance and takeover

1. The customer is obliged to accept partial deliveries to a reasonable extent.

2. The customer is also in default of acceptance if the delivery is merely offered to him in writing by MBJ. § 294 BGB is therefore waived. The other legal requirements for default of acceptance remain unaffected.

§ 14 Retention of title

The delivered goods remain the property of MBJ until the purchase price claim and all other claims to which MBJ are entitled against the customer have been paid in full. The retention of title also remains if individual claims due to MBJ are included in a current invoice and the balance has been drawn and recognized, and then secures the balance.

§ 15 Claims for defects

For material and legal defects in the delivery, MBJ warrants as follows in dealings with merchants to the exclusion of further claims - subject to Section 4:

Material defects

1. All those parts are to be repaired free of charge at MBJ's option or replaced free of defects, which turn out to be defective as a result of a circumstance prior to the transfer of risk. The discovery of such defects must be reported to MBJ immediately in writing. Replaced parts become the property of MBJ.

2. The customer has to give the necessary time and opportunity to carry out all repairs and replacement deliveries that appear necessary to MBJ; otherwise MBJ is released from liability for the resulting consequences. Only in urgent cases of endangering operational safety or to prevent disproportionately large damage, whereby MBJ must be informed immediately, the customer has the right to remedy the defect himself or to have it remedied by a third party and to demand reimbursement of the necessary expenses from MBJ.

3. Of the direct costs arising from the repair or replacement delivery, MBJ bears the costs of the replacement part including shipping, insofar as the complaint proves to be justified. It also bears the costs of dismantling and installation as well as the costs of any necessary provision of the necessary fitters and assistants including travel costs, provided that this does not result in a disproportionate burden for MBJ.

4. The customer has the right to withdraw from the contract within the framework of the statutory provisions if MBJ - taking into account the statutory exceptional cases - allows a reasonable period set for the repair or replacement delivery due to a material defect to elapse without result. If there is only an insignificant defect, the customer is only entitled to a reduction in the contract price. The right to reduce the contract price is otherwise excluded. Further claims are determined according to §4.2 of these conditions.

5. In particular, no guarantee is given in the following cases:
Unsuitable or improper use, incorrect assembly or commissioning by the customer or a third party, natural wear and tear, incorrect or negligent treatment, improper maintenance, unsuitable operating resources, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences - unless they are authorized by MBJ are responsible.

6. If the customer or a third party makes improper improvements, there is no liability for MBJ for the resulting consequences. The same applies to changes to the delivery item made without the prior consent of MBJ.

Defects in title

7. If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, MBJ will generally provide the customer with the right to further use at its own expense or modify the delivery item in a manner that is reasonable for the customer in such a way that the property right infringement no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period, the customer is entitled to withdraw from the contract. Under the above conditions, MBJ is also entitled to withdraw from the contract. In addition, MBJ will indemnify the customer from undisputed or legally established claims of the property rights holder concerned.

8. The MBJ obligations mentioned in Section 7 are, subject to §4.2, final in the event of a property right or copyright infringement. They only exist when
The customer informs MBJ immediately of asserted property rights or copyright infringements,

The customer supports MBJ to a reasonable extent in defending against the asserted claims or enables MBJ to carry out the modification measures according to Section 7, MBJ reserves the right to take all defense measures, including out-of-court settlements,
· The legal deficiency is not based on an instruction from the customer and
· The infringement was not caused by the fact that the customer changed the delivery item without authorization or used it in a manner that was not in accordance with the contract.

§ 16 Software usage

If software is included in the scope of delivery, the customer is granted a non-exclusive right to use the software supplied including its documentation. It is made available for use on the delivery item intended for it. Use of the software on more than one system is prohibited. The customer may only reproduce, revise, translate or convert the software from the object code to the source code to the extent permitted by law (§§ 69 a ff. UrhG). The customer undertakes not to remove manufacturer information - in particular copyright notices - or to change them without the express prior consent of MBJ.

All other rights to the software and the documentation including copies remain with MBJ or the software supplier. Sublicensing is not permitted.

B. Installation

§ 17 Scope of services

Unless otherwise provided in the order confirmation, MBJ is only obliged to install and make the delivered goods technically operational within the framework of a contract for the acquisition of systems. The installation and production of the technical operational readiness takes place at the expense of the customer, unless otherwise agreed.

§ 18 Cooperative actions of the customer

The customer undertakes to follow MBJ's instructions for use when operating the device. The customer also undertakes to cooperate as follows:

- Creation of the spatial conditions for the installation of the device;
- Provision of the equipment required for operation and installation, such as power supply, compressed air and lighting;
- Means of transport are to be made available by prior arrangement.
- The service and installation work should be able to take place free of hindrances and time delays;
- Provision of the necessary personnel (on the part of the customer and third parties);
- Securing the installation site from endangering the people working there;
- Conclusion of the necessary insurance to protect the devices from the time of delivery to the customer, in particular conclusion of water, fire and theft insurance, as well as conclusion of all necessary insurance, which in the event of a failure of the devices during later operation, the risk of a Cover production downtime or business interruption at the customer and can usually be concluded for these risks. This insurance must be maintained by the customer at his own expense until the purchase price has been paid in full and at least as long as the customer's warranty claims against MBJ can exist;

§ 19 Handover and functional test

1. If the technical operational readiness is available, the customer is obliged to confirm the technical operational readiness in an acceptance report to be signed by the customer. If a test run has been agreed, its successful course must be recorded in the acceptance report.
2. If there are significant complaints after the handover, MBJ is obliged to remedy the defects within a reasonable grace period. The grace period begins at the point in time at which the customer notifies MBJ of the defect. It is extended by a reasonable period of time if MBJ can prove that the defect cannot be remedied within the grace period.

§ 20 Warranty

1. In the event of defects occurring after acceptance within the warranty period, the customer can initially only ask MBJ to rectify these defects. It is at the discretion of MBJ whether defective parts are removed and replaced with new ones or repaired. Removed parts become the property of MBJ.
2. MBJ only takes over the guarantee for a defect if an error occurs within the guarantee period which cancels or significantly reduces the agreed use of the system and this is due to the manufacture and installation by MBJ. The defect is not based, for example, on the manufacture and installation of MBJ if it is due to the customer's instructions or to neglect or improper cooperation in accordance with Section 18 or to preparatory work by a third party.
3. The customer is solely responsible for the defect if the defect is attributable to the customer's sphere (e.g. conditions at the installation site, faults in the power supply, incorrect operation).
4. In addition, the warranty rules according to § 15 apply.

C. Repair

§ 21 Scope of Services

Outside of its warranty obligation, MBJ provides repairs for a fee based on a separate order confirmation. If on-site repairs are not possible, the item to be repaired will be transported to and from MBJ at the cost and risk of the customer.

§ 22 Cost estimate

At the customer's request, MBJ will prepare a written cost estimate without accepting any liability for its accuracy. The prices stated in the cost estimate do not include the applicable VAT. MBJ will notify the customer immediately if the cost estimate is expected to be exceeded by more than 15%.

§ 23 Participation, handover, functional test and warranty

With regard to the cooperation of the customer, handover, functional testing and warranty, the provisions under B. apply accordingly.

§ 24 Spare parts

Spare parts that are required for maintenance of the system will be made available to the customer by MBJ at the customer's expense, as far as this is possible for MBJ.

D. Consultation

§ 25 Scope of Services

Services are provided within the framework of the execution dates specified in the order confirmation. A contract for work and services can only be accepted as an exception if the services - according to the specification in the order confirmation - are aimed exclusively at a certain success. In this case, the provisions under B. apply accordingly.

§ 26 Instruction of the staff in the operation

If instruction and / or training of the operating personnel in the system is required due to special technical conditions, MBJ will undertake this on the basis of separate agreements.

§ 27 Documentation

If appropriate documents have been handed over to the customer during training, instruction or in the context of projects, these documents remain the property of MBJ. The customer is prohibited from duplicating and passing on to third parties - even in extracts - without the prior consent of MBJ. The documentation is usually supplied in English. The general legal provisions on copyright apply.

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