

Effective December 18, 2018

1 General Information - Scope

These General Terms and Conditions apply to all deliveries and services to be provided by BUSS DATA GmbH (hereinafter referred to as "BUSS DATA"; general terms and conditions of the customer contrary to or deviating from those of BUSS DATA are not accepted by BUSS DATA except in case of an explicit agreement to the contrary. In all future transactions with a customer, the entrepreneur, legal persons under public law or funds under public law, the conditions of BUSS DATA shall apply even if their validity is not specifically pointed out.

2 Offer, conclusion of the contract

1. Offers by BUSS DATA data are subject to change. An agreement is only concluded after written acceptance. Any order confirmation, provision of ordered goods, notification of readiness for dispatch, or provision of service is equivalent to a specific declaration of acceptance.
2. All agreements up to conclusion of the contract made between the customer and BUSS DATA shall be recorded in writing.
3. Conclusion of the contract is subject to correct and timely delivery by BUSS DATA's own suppliers. However, this only applies to the case that BUSS DATA is responsible for non-delivery, in particular for products that BUSS DATA procures from third parties and resells without modification. The customer is notified of the non-availability of a service.
4. Product information and specifications (in catalogues, brochures, circulars, advertisements, photographs and comparable public offers and confirmations) serve only to describe the product and cannot be constituted as an assurance of specific properties in the sense of § 443 German Civil Code (Bürgerliches Gesetzbuch (BGB)).
5. Oral and written information on the suitability and applications goods delivered by BUSS DATA, as well as advice and recommendations by employees of BUSS DATA are made to the best of our knowledge. They are not binding and neither found a contractual legal relationship nor any secondary duty under the purchase contract. In particular, the customer is not exempt from its obligation to test the suitability of the goods for the purposes intended by the customer.

3 Prices and performance

1. BUSS DATA prices are quoted in euros (€) net, i.e. plus VAT at the current legal rates. Contracts in favour of vessels in international maritime transport are exempt from VAT.
2. Remuneration of BUSS DATA is based on the current price list and calculated on the basis of the services rendered, except where some other form of billing (for example, by lump sum, hourly rates, on cost basis, or similar) has been agreed.
3. Prices are quoted ex works, unless otherwise agreed, (EWX BUSS DATA head office in accordance with ICC Incoterms 2010), that is, excluding transport, packaging and shipping costs.
4. If an agreement is reached on a price, BUSS DATA is entitled to a reasonable price adjustment if wages, processing and procurement costs, as well as other cost increases have increased significantly, unless the period between conclusion of the contract and delivery is less than 3 month, or fixed prices have been agreed. In case of a price increase of more than 5 % on top of the agreed price, the customer may withdraw from the contract by giving written notice within 2 weeks after receipt of notification

of the price increase. This does not apply in the case of deliveries, which are supplied or provided in the context of a subscription agreement.

5. Billing will be immediately after delivery of goods and provision of services by BUSS DATA unless otherwise agreed.
6. Payments are due immediately net cash. Payments shall be deemed overdue, irrespective of a previous reminder, no later than 30 days after the invoice date and maturity. In case of overdue payment, the customer shall pay interest on late payments in the amount of 9 % above the base rate according to § 288 German Civil Code (BGB). This shall not impair further claims for damages due to the delay by BUSS DATA.
7. Setting off against claims vis a vis BUSS DATA is only permissible for undisputed or legally established counter-claims. If the customer is an entrepreneur, a legal person under public law, or a fund under public law, this also applies in kind to the right to claim a right of retention.
8. Acceptance of means of payment (bills, cheques) does not constitute fulfilment or deferral of the claim for payment. The costs of keeping and redemption, and in particular of discounting, shall be borne by the customer.
9. Payments by the customer will be credited in accordance with § 366 German Civil Code (BGB). If cost or interest claims exist, in addition to a principal, the payment shall always be first credited against the costs, then against the interest, and only then against the principal.
10. BUSS DATA is authorised to charge a work performed or instructed according to the valid list of prices, insofar as an effort does not own under a valid contract. This is particularly then the case if it turns out that an error didn't exist, by operating error of the software or by consideration of the documentation not has been occurred.

4 Delivery

1. Delivery times and dates specified by BUSS DATA are not binding, unless explicitly agreed otherwise. Fixed transactions shall not be concluded, except in the case of an explicit agreement to the contrary.
2. The delivery deadline shall be deemed complied with, if the goods are ready for dispatch at the BUSS DATA warehouse, and the customer has been notified of the same. If BUSS DATA is obliged to dispatch, dispatching from the works or warehouse is sufficient for compliance with the agreed delivery date.
3. BUSS DATA is entitled to effect partial delivery at any time. Partial deliveries can invoiced immediately.
4. Meeting of deadlines for deliveries assumes the timely receipt of all documents to be provided by the customer, the necessary permits and approvals, and in particular plans, as well as adherence to the agreed terms of payment and other per-performance obligations on the part of the customer. If these conditions are not fulfilled in good time, the time limits shall be extended accordingly; this does not apply if BUSS DATA is responsible for the delay.
5. In case of delays in delivery due to force majeure or due to other events that render delivery difficult or impossible for BUSS DATA (this includes in particular natural disasters, strikes, lockouts, official orders, etc.), even if they arise at suppliers or subcontractors of BUSS DATA, BUSS DATA shall not be held liable for agreed deadlines and dates. Such delays in delivery entitle BUSS DATA, to postpone the delivery or performance for the duration of the disability plus a reasonable period..

6. Additionally, delivery is always under the reservation of correct and timely delivery by BUSS DATA's suppliers and timely receipt of the goods. Delays in delivery and delivery failures caused by suppliers do not constitute a fault or negligence on the part of BUSS DATA, provided that BUSS DATA is not culpable of contributory negligence.
7. In case of a delay in delivery in the sense of section 4 and the paragraphs 5 which extends the delivery period for more than 3 months, both parties are entitled to withdraw from the agreement where it applies to the delayed delivery only. No damages are due in this case.
8. In the event of non-compliance with a delivery period, or a delivery date for reasons other than those stated in section 4 and the paragraphs 4 and 5, the customer is entitled to set BUSS DATA a reasonable period of grace in writing. If delivery is not effected by BUSS DATA by the end of the period of grace, the customer has the right to withdraw from the agreement, where it relates to the outstanding delivery, except where the customer has no interest in the partial performance.
9. BUSS DATA assumes no procurement risk where BUSS DATA is not the manufacturer of the delivery. In the case of the unavailability of the promised delivery, if this was not apparent at the time of conclusion, BUSS DATA shall be entitled to withdraw from the contract, to the extent that BUSS DATA, despite the previous conclusion of a corresponding purchasing contract, does not receive the delivery itself; the liability of BUSS DATA for gross negligence and intent remains unaffected by this. BUSS DATA pledges to inform the customer immediately about the unavailability, to exercise the right of withdrawal without delay and to reimburse the customer immediately. If the customer is responsible for the unavailability of the delivery, or should the unavailability occur during a delay in acceptance by the customer, the customer is obliged to pay the agreed price.
10. If the customer is in default of acceptance, BUSS DATA entitled, where this is founded in law, to claim 50 % of the agreed price of the delivery as compensation for the delay, unless the customer demonstrates that no damage has occurred or is much lower than the lump sum. BUSS DATA reserves the right to claim for the actual damages.
11. Should the customer withdraw from the contract, without BUSS DATA being responsible for this, or should BUSS DATA withdraw from or terminate the contract for reasons for which the customer is liable, BUSS DATA shall be entitled to claim damages for the incurred costs and loss of profits of 50 % of the agreed price, unless the customer demonstrates that no damage has occurred or is much lower than the lump sum. In the case of recurring services the agreed price is the sum of the monthly payments for the minimum duration of the contract, plus any one-off charges. BUSS DATA reserves the right to claim for the actual damages.
12. BUSS DATA is not obliged to fulfil the contract as long as the customer fails to meet its obligations also under the terms of other contracts with BUSS DATA, and in particular has not settled due invoices.
13. Transport packaging and all other packaging in line with the provisions of the packaging ordinance will not be taken back. The customer is obliged to dispose of the packaging at its own expense.
2. If acceptance is to take place, the risk of accidental loss of goods shall then be transferred to the customer if the customer is in delay of acceptance – except in case of justified refusal.
3. If BUSS DATA is to handle the dispatch of the goods on request by the customer, this shall be done in the name of and for the account of the customer. It no method of shipping is defined, the method of shipping shall be at the discretion of BUSS DATA. BUSS DATA provides no guarantees for the most cost-effective method.
4. Risk shall be transferred to the customer on consignment for shipment to the customer. This applies even if a "free" delivery is agreed and/or BUSS DATA handles the transport itself or commissions the transport.
5. The customer shall take delivery of the goods delivered without prejudice to the rights under section 11.

6 Retention of title

1. BUSS DATA reserves its ownership of the delivered goods pending complete payment of all debts arising from the ongoing business relationship. In the case of a current account, right of retention acts as a security for the respective claim for the balance.
2. If the delivered goods are combined or mixed with other objects if BUSS DATA's ownership of the goods under right of retention thus expires (§§ 947, 948 BGB), it is hereby agreed that BUSS DATA shall acquire co-ownership of the uniform goods or the mixed stock proportionate to the value of the delivered goods compared to the value of the combined or mixed goods. In case of processing with objects not belonging to BUSS DATA, it is agreed that BUSS DATA shall acquire co-ownership in accordance with the aforementioned. Goods created by connecting or mixing, or resulting from processing, are goods subject to right or retention in the sense of section 6.
3. The customer is not entitled to resale, pledge, mortgage, rent or move the reserved goods to a foreign country, except with the prior written consent of BUSS DATA. If resale to a third party is part of the customer's ordinary business operations, the customer is entitled to sell the delivered goods in the ordinary course of its business. In the event of resale, the customer hereby cedes to BUSS DATA all claims due to the customer with regard to the reserved goods in the amount of the invoice value for the reserved goods. If the reserved goods are sold after combination, mixing or processing with other goods not belonging to BUSS DATA, this cession applies only to the amount of the co-ownership by BUSS DATA of the article or goods sold. BUSS DATA accepts this assignment. The customer is authorized to receive, as long as it properly fulfils its obligations and is not in default of payment.
4. If third parties have access to the conditional goods, the customer shall immediately inform the third party of BUSS DATA's right of retention, and inform BUSS DATA in writing of the attempted seizure or other access so that make BUSS DATA can take countermeasures. Should the costs of any necessary third-party proceedings be non-collectable, the customer shall reimburse BUSS DATA for these expenses.
5. In the event of any violation of contract on the part of the customer, and in particular in the case of late payment, BUSS DATA is entitled – without the need to give due notice to perform – to withdraw from the contract, collect the goods subject to right of retention and enter the storage or deployment location of the goods for this purpose. The customer waives its right to object on grounds of unlawful interference and hereby grants BUSS DATA access to the site or the premises, on or in which the goods subject to right of retention are located. This also applies, if an application is made to open insolvency proceedings is made for the customer's assets.

5 Transfer of Risk, Transport

1. If performance "ex warehouse" is agreed, the Incoterm *EXW* head office of BUSS DATA applies in accordance with ICC Incoterms 2010.

6. In relation to the recovery of the reserved goods the following shall apply. BUSS DATA is entitled, after withdrawal from the contract, to utilise the reserved goods according to its best judgement, and in particular also to sell the goods on the open market. BUSS DATA is entitled to collect claims ceded to it directly from the third party. To this end, the customer shall be obliged, on request of BUSS DATA to notify third party creditors of the assignment and to supply to BUSS DATA the information and documents required to collect the outstanding claims. Any earnings, less the costs incurred by BUSS DATA and applicable interest will be offset against the claims of BUSS DATA against the customer. A positive balance will be remunerated to the customer.
7. BUSS DATA is committed to release the securities it holds under the above provisions on its own discretion, inasmuch as their value and the value of the other securities exceeds the claims to be secured by 10 %. Upon settlement in full of all claims arising from the business relationship, ownership of all goods delivered as well as all the assigned claims is transferred to the customer.
5. If the customer has purchased the software by online download, the customer is entitled to copy the software to a data medium for transfer in the sense of section 8. In addition, BUSS DATA's rights apply in kind to the online copy as if the customer had purchased the software on a data medium.
6. The customer is entitled to make changes, enhancements, and other revisions of the software in the sense of § 69 c No. 2 Act on Copyright and Related Rights (UrhG) only to the extent that this is envisaged by law. Before the customer remedies errors itself or calls in a third party to remedy said errors, it shall grant BUSS DATA a sufficient period of time to eliminate said errors. The customers shall not possess usage and exploitation rights for such modifications above and beyond the rights of use assigned in this contract. BUSS DATA may, however, for an appropriate consideration – grant exclusive or non-exclusive, spatially and temporally unrestricted exploitation rights with the entitlement to sublicense.

7 Software/right of use

1. The source code of the software is, unless explicitly agreed otherwise, not part of the subject of the agreement.
2. Unless otherwise agreed individually, BUSS DATA grants the customer simple right of use for the programs (subject to the agreement) acquired for single and multi-user deployment, however, only for the country of destination agreed between the parties, in which the subjects of the agreement are to be used. Without explicit agreement this right is assigned exclusively for the country in which BUSS DATA has its head office. This right of use may only be exercised at the same time by the maximum number of individuals, or at the maximum number of seats, or on the maximum number servers for which the customer has paid the license fee. In the case of excess use without the consent (in particular the simultaneous use of a larger number of users, or seats, or servers than agreed) BUSS DATA shall be entitled bill the customer for further use in accordance with the amount stated in the BUSS DATA price list valid at the time, unless the customer can demonstrate that the damages suffered by BUSS DATA are far lower. Further non-contractual claims for damages shall remain unaffected.
3. Customer shall use the software only for the purpose of processing its internal transactions and those of its affiliated companies within the sense of § 15 German Stock Corporation Act (AktG)¹ ("affiliates").
In particular
 - i data centre operations for third parties or
 - ii the temporary providing of the software (in the form of Application Service Providing) for other than affiliated companies or
 - iii the use of the software for training of persons who are not employees of the customer or its affiliated companies, are only permissible with the prior written consent of BUSS DATA.Commercial subleasing is generally prohibited.
4. Reproductions of the software are permissible only in so far as they are necessary for contract-compliant use. The customer may make backup copies of the software in line with the state-of-the-art, and to the necessary extent. Backups on mobile media must be identified as such, and provided with the copyright notice of the original data medium.
7. The customer is entitled to reverse engineer the software only within the constraints of § 69 e of the German Copyright Act (UrhG), and only if BUSS DATA, following a written request, has not provided the necessary data and/or information required for interoperability with other hardware and software within a reasonable time.
8. Should BUSS DATA provide supplements to the customer in the scope of repair or maintenance (e.g. patches, addenda to the Operators Manual), or should a new release of the subject of the contract (e.g. update, upgrade) replace the formerly licensed subjects of the contract ("legacy software") replaced, these shall be subject to the provisions of this contract.
9. Should BUSS DATA release a new edition of the subject of the contract, all entitlements of the customer for the legacy software under this contract shall cease without the customer being explicitly requested to return the legacy software by BUSS DATA, as soon as the customer deploys the new software in production use. BUSS DATA grants the customer a 6-week transitional period, in which both versions of the objects of the agreement may be used side-by-side.
10. Reproduction or reworking of the application documentation is not permitted.
11. If the subject of performance by BUSS DATA is supplying third party software, the customer is obliged to determine the manufacturer's licensing terms and observe said terms.
12. Documentation from a third-party will be delivered as made available by the third party. The may also mean delivery in a foreign language. BUSS DATA is not obliged to translate documentation for third-party programs into German.
13. BUSS DATA assumes that contractual use of the software sold by BUSS DATA does not violate any property rights of third parties.
14. The parties shall immediately notify each other in case of any third party litigation. BUSS DATA shall bear the full costs for legal disputes and decide on the legal defences as well on settlement negotiations.
15. Should contractual use violate the intellectual property rights of a third party, BUSS DATA has the choice as to whether the license is purchased, the software changed or – possibly partially – exchanged.
16. Should BUSS DATA fail to exclude rights of third parties within the sense of § 15 German Stock Corporation Act (AktG), the customer shall be entitled to a reduction of the price.

¹Affiliated enterprises are legally independent enterprises that, in their relationship inter se, are enterprises in which a majority ownership interest is held and enterprises which hold a majority of the ownership interest (§ 16), controlled and controlling enterprises (§ 17), group member companies (§ 18), cross-shareholding enterprises (§ 19), or parties to an inter-company agreement (§§ 291, 292).

8 Software protection and transfer

1. Unless the customer has expressly been granted rights, all rights to the subject matter of the contract (and to all copies created by the customer) - in particular the copyright, the rights relating inventions, as well as technical property rights - are exclusively owned by BUSS DATA. This also applies to modifications of the subjects of the contract by BUSS DATA. This does not impair the customer's property rights to the respective data media on which copies were made.
2. The customer will keep the subjects of the contract assigned to the customer carefully to avoid misuse. The customer will not allow any third party to access the subjects of the agreement (whether unchanged or reworked) without the prior written consent of BUSS DATA. Third party does not refer to the customer's staff, or to other persons residing at the BUSS DATA site for the purpose of using the subjects of the contract.
3. The customer is not allowed to change or remove copyright notices, labels and/or other marks by BUSS DATA.
4. The customer will record any and all copies made on data media of the subjects of the agreement and their whereabouts and disclose this information to BUSS DATA on request.
5. Should customer hand over data media, storage, or other hardware on which the subjects of the contract are stored (in whole or in part, unchanged or reworked)
 - i to third parties, except in case of a transfer pursuant to par. 6 and 7, or
 - ii if the customer gives up immediate possession of the same, the customer shall ensure that the previously stored subjects of the contract are fully and permanently deleted.
6. The customer shall not transfer the use of the subjects of the contract a third party, except in full, finally and uniformly, after ceasing its own use of the subjects of the agreement. Temporary or partial transfer of said use to third parties is prohibited, whether the subjects of the contract are transferred in physical or non-physical form. This also applies to gratuitous transfer.
7. The transfer of the subjects of the contract requires the written consent of BUSS DATA. BUSS DATA shall give its approval, if
 - i customer data assures in writing to BUSS DATA that it has passed on all original copies of the subjects of the contract, and has deleted all copies that it created itself, and
 - ii the third party expresses in writing to BUSS DATA its agreement to the terms of use and transfer.

9 Customer's duties to cooperate and inform

1. The customer has gained knowledge of the essential features of the software and bears the risk as to whether these meet its requirements and needs.
2. The establishment of a functional – and, also taking into account the additional load caused by the subjects of the contract, adequately dimensioned – hardware and software environment for the objects of the agreement is the sole responsibility of the customer.
3. The customer shall test the software thoroughly before deployment to ensure that it is free from defects and on usable in the customer's existing hardware and software configuration. This also applies to software that the customer receives in the scope of the warranty and maintenance.

4. As far as BUSS DATA has responsibility for further service obligations, beyond the deployment of the subjects of the agreement, the customer shall provide the necessary work and social rooms, including the necessary connections free of charge. The customer shall bear the communication and telephone costs and provide existing transmission devices free of charge.
5. The customer shall grant to BUSS DATA access to the subject matter of the contract for troubleshooting, at BUSS DATA's discretion either directly and/or via remote data transfer.

10 Acceptance

If acceptance is necessary for the type of order, the following shall apply:

1. Acceptance shall occur after completion of the overall works, as well as initial briefing on in the premises of BUSS DATA, unless otherwise agreed. BUSS DATA will inform the customer that the commissioned works are ready for acceptance. Acceptance must take place within one week after dispatch of the notification of readiness for acceptance. Should the customer decline to accept the works within two weeks after dispatch of the notification of readiness acceptance, this shall be deemed equivalent to acceptance. In addition, §§ 640 to 641 a German Civil Code (BGB) shall apply.
2. BUSS DATA performs adequate acceptance tests to demonstrate the existence of the agreed properties, as well as the essential features.
3. After successfully completing the acceptance tests on the software, the two parties will draw up a summarizing protocol. Any deficiencies are also noted in this protocol. In addition, the customer is obliged to submit a written declaration of acceptance.
4. As far as the acceptance protocol lists deficiencies, or missing features, or faults, the acceptance date shall be deemed to be the first day on which the last last non-minor deficiency or the last non-minor missing feature has been correctly integrated.
5. Acceptance must not be denied on grounds of minor defects.
6. The risk of accidental destruction of the works is transferred to the customer upon acceptance. Before this date, the customer shall, however, take technical and organisational measures to back up the asset (duty to keep safe).

11 Deficiency rights

1. The customer must examine the goods immediately after hand-over, so far as this is reasonable. If a defect is revealed, the customer must inform BUSS DATA Display immediately providing details. The deadline for defect claims is 7 days at the most; receipt of written notice (also by fax) at BUSS DATA is authoritative. If the defect does not occur until later, the complaint must be issued immediately after discovery of the defect; in this case the deadline for claims is a maximum of 7 days. The rights of commercial customers are waived should they fail to comply with the previously described obligations.
2. No claims against warranty can be made due to natural wear and tear, improper or negligent treatment, improper storage, or inadequate or improper use, or failure to observe the processing and usage instructions. Standard deviations from quality, dimensions and quantities do not constitute a deficiency. No liability is assumed for the suitability of the goods for certain uses, as well as for their chemical resistance in the further processing except where we have expressly assured these properties.

- In the case of justified complaints, BUSS DATA will at its own discretion for subsequent performance eliminate the defect (rework) or deliver a new product (delivery). Should BUSS DATA be unwilling, or unable to rework, or if this is delayed beyond reasonable time limits for reasons for which BUSS DATA is responsible, or if BUSS DATA fails in other way to render performance, the customer is entitled in principle at its own discretion to reduce the consideration (reduction), cancel the contract (withdrawal), or seek compensation instead of performance. In the case of a minor lack of conformity, in particular minor defects, the customer is not entitled to cancel. BUSS DATA is entitled to repeat reworking attempts, to the extent that the customer can be reasonably expected to tolerate said attempts.
- In case of defective installation instructions, the rights under warranty are initially restricted to delivery of defect-free installation instructions, inasmuch as correct installation has not yet occurred. This does not apply, if the defective installation instructions have already caused consequential damage.
- BUSS DATA's liability is limited to the value of the invoice for the goods subject to warranty claim. The above restriction does not apply, as far as the damage is caused by intent or gross negligence on the part of BUSS DATA, or as far as damage to life, limb or health has occurred, or if BUSS DATA has culpably violated an essential contractual duty.
- Claims for defects are subject to statutory limitations one year after the beginning of the statutory claims limitation period. The shortened statutory period of limitation shall not apply where § 438 para. 1 No. 2 of the German Civil Code (BGB) (buildings and objects for buildings), § 479 para. 1 of the German Civil Code (BGB) or § 634a (BGB) require longer periods, or as far as the warranty rights pertain to intent or gross negligence on the part of BUSS DATA, where damage to life, limb or health has occurred.
- Used goods are sold under exclusion of warranty rights, unless the damage is based on intent or gross negligence on the part BUSS DATA or to the extent that damage to life, limb or health has occurred.
- The above restrictions of the warranty rights do not apply, where BUSS DATA has fraudulently concealed deficiencies.
- Where the customer is in turn exposed to warranty claims due to goods purchased from BUSS DATA, its rights pursuant to § 478 of the German Civil Code (BGB) remain unaffected. Section 11 paragraph 5 applies for any claims for damages above and beyond compensation for expenditures pursuant to § 439 of the German Civil Code (BGB).
- The restrictions in accordance with this section 11 do not apply to consumers with the exception with the reduction of the period of limitation in accordance with section 11 and paragraph 6 in case of delivery of used goods.
- The liability for data loss on the customer's part is, as far as BUSS DATA is liable, limited to the expense of restoring backups, where backups exist.
- Insofar as BUSS DATA's liability is excluded or limited, this shall also apply to the personal liability of our managers, employees, representatives and vicarious agents.
- In general compensation claims by the customer shall become statute-barred after one year, unless BUSS DATA is liable for reasons of intent. The start of the period of limitation is defined by law.
- Section 12 does not apply to damages from warranty rights; section 11 applies here.
- All limitations of liability do not affect the customer's entitlements under the Product Liability Act.

13 Warranties

- The assumption of a warranty by BUSS DATA requires an express written declaration.
- Where a manufacturer assumes a warranty for the nature of the goods delivered by BUSS DATA, or for the goods retaining a certain quality for a certain duration, the customer is entitled, without prejudice to its statutory rights, to file warranty claims against the manufacturer only under the conditions specified by the manufacturer in the warranty or advertised by the manufacturer in its advertising.

14 Miscellaneous

- The law of the Federal Republic of Germany shall apply. The application of the [United Nations Convention of Contracts for the International Sale of Goods \(CISG\)](#) is excluded.
- If no end of a respective term has been agreed for a software service contract, this can be terminated in writing with a deadline of two months before the end of the remaining term of the contract.
- The right to terminate a software service contract at an early stage only exists when the ship is sold or when the ship management is changed. In this case, the monthly fee is calculated for a further three months. If the remaining time is shorter, the contract will be charged up to the regular contract.
- As far as the customer is an entrepreneur, a legal person under public law or a fund under public law, the place of performance for all mutual rights and obligations, and the exclusive place of jurisdiction shall be Leer (Germany). BUSS DATA is, however, entitled to sue the customer at the court of jurisdiction at its residence.
- BUSS DATA reserves the original ownership, copyright and right to exploit any and all cost estimates, drafts, drawings, calculations, or other documents created by BUSS DATA. The documents may only used, reproduced or made accessible to third parties after prior consent of BUSS DATA. If the contract is not awarded to BUSS DATA, the customer shall return the documents to BUSS DATA immediately on request. Sentences 1 and 2 shall apply mutatis mutandis to the customer's documents; however, these may be made accessible to third parties to which the customer has legitimately transferred deliveries.
- BUSS DATA points out the customer's data, relating to the customer's business with BUSS DATA will be processed, used and stored in the sense of the Data Protection Act.

12 General liability

- Further claims for damages on the part of the customer due to dereliction of duty are ruled out, except where the damage is due to intent or gross negligence on the part of BUSS DATA, or that damage to life, limb or health has occurred, or that BUSS DATA has culpably violated an essential contractual duty.
- As far as BUSS DATA is liable for dereliction of duty, said liability shall be limited, with the exception of the case of gross misconduct (intent and gross negligence) – to the foreseeable, typical and average damager considering the nature of the product. In case of minor negligence, liability is limited to the amount of the purchase price. The above provisions shall not imply any change of the burden of proof to the detriment of the client.

7. Should one or more provisions be or become ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions nor the effectiveness of the contract concluded with the customer. This also applies, should it transpire that this contract contains an omission. In lieu of invalid stipulation or stipulation incapable of implementation or for the purpose of closing the loophole, an appropriate stipulation shall apply that, to the extent permitted by law, most closely reflects the intended meaning and purpose of the contracting parties, if they had considered this on conclusion of the agreement.