

Terms and conditions for support services

Terms of contract for consultation and support services in software development

§ 1 Area of application and conclusion of contract

These general terms and conditions apply to all contractual relationships and pre-contractual negotiations with our customers, independent of the nature and extent of the obligation performed, within the framework of current and future business relations.

The customer's general terms and conditions are explicitly not contained in the contract, even if comlet doesn't expressly object to these. If the customer does not accept any of the following general terms and conditions, he must state this in writing beforehand.

§ 2 Obligation to be performed comlet/customer

2.1 comlet will perform its services with the best available technology. The customer should submit the task in writing before conclusion of the contract.

2.2 The customer will lend support to comlet to perform the required task, especially providing any necessary information promptly.

§ 3 Cooperation

3.1 Each contractual partner appoints a person responsible. This person can make decisions or initiate something without delay. Both people responsible keep a written record of all information required to carry out the project. The customer's person responsible is at comlet's disposal to provide all relevant information. comlet is obligated to call this person in, as far as is necessary for the implementation of the contract.

3.2 Work is carried out at the client's premises to the extent necessary to ensure correct handling. Otherwise work is carried out at comlet's offices in Zweibrücken or in the offices at one of comlet's sites. If the work is carried out at the customer's site, the customer should make a workstation available to each comlet employee. comlet provides a PC workstation with the usual equipment for each of its employees. If additional hard and/or software is required to carry out an order, coverage of costs for this should be clarified before conclusion of the contract. If this is not clarified, the client has to bear these costs.

§4 Remuneration, payments

4.1 In so far as payment is on a time and material basis, hourly rates, travel costs and additional costs are based on the offer from comlet. Unless otherwise agreed, comlet can invoice subsequently on a monthly basis. Travel costs are to be paid separately, even for fixed prices. comlet should advise the travel costs which will arise for the carrying out of an order before conclusion of the contract.

4.2 Payments should be made within 30 days of billing without deduction. When this deadline has expired, the customer is in default without reminder.

4.3 Prices do not include VAT valid at the time of billing.

§5 Rights to results

5.1 The customer is entitled to data and results compiled within the framework of the order. This will not restrict comlet in the use of knowledge gained, as long as maintenance of secrecy according to §7 is not required. comlet may also use individual software components and modules elsewhere.

5.2 If within the context of the work, comlet brings in data, programs or other knowledge which weren't developed as part of the contract, the customer may only use these within the results of the contract and not separately for other purposes. This restriction only applies if comlet advises the contribution of these in writing in advance.

§6 Liability of comlet

- 6.1 Claims for damages against comlet including their employees, on whatever legal grounds, which presuppose slight negligence can only be made in the case of a breach of a fundamental contractual or cardinal obligation. In this case claims for damages are limited to the higher of the two values, the order value or €100,000; liability for loss of profit and /or follow-up costs due to loss of production, recalls or similar are excluded. The customer can demand further liability against payment of an additional risk premium.
Restrictions do not apply as far as the damages are covered by comlet's employer's liability insurance and the insurer accepts to pay for the damage. comlet is obligated to maintain the cover which existed when the contract was concluded.
Claims for personal injury will remain unaffected.
- 6.2 The limitation period for the claims for damages mentioned above is 12 months.

§7 Confidentiality

- 7.1 All knowledge of company and trade secrets as well as information marked "confidential" acquired within the framework of the contractual relationship must be treated by comlet as confidential for an unlimited period of time and must only be used for the carrying out of the contract.
- 7.2 The obligation to act in confidence does not apply to ideas, conceptions, knowledge and technologies related to software development or to data which comlet is already familiar with or which was or will be known about outside of this contract.
- 7.3 comlet obligates its staff to ensure confidentiality.
- 7.4 comlet may record the customer name and a short description of the work performed in a reference list, unless the customer specifically objects to this in writing.

§8 Written form, place of jurisdiction

- 8.1 The contract and changes to the contract must be in written form.
- 8.2 Place of jurisdiction vis-à-vis business people is the head office of comlet Verteilte Systeme GmbH.
- 8.3 For contracts with foreign business partners, German law will apply.