



General Terms and Conditions (07/2025)

Scope of Agreement

1. These General Terms and Conditions form the contractual basis for all legal transactions between Libelle AG (hereinafter: "Libelle") and the customer. These Terms and Conditions do not apply to consumers.
2. Any contractual terms and conditions of the customer that deviate from these Terms and Conditions shall not become part of the contract, even if Libelle does not expressly object to them. Deviating or contradictory contractual terms and conditions of the customer shall only apply if they have been accepted by Libelle in writing. Libelle's special terms and conditions for specific services shall take precedence. These are available at <https://www.libelle.com/terms-and-conditions/>.
3. Prices are net, plus statutory VAT. Libelle is entitled to demand advance payment from the customer in whole or in part.
4. The customer is only entitled to offsetting if its counterclaims have been legally established, are undisputed, or have been recognized by Libelle. Furthermore, the customer is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
5. If Libelle asserts its retention of title, all of the customer's rights to delivered products/software shall expire.

Infringements of Intellectual Property Rights

6. Libelle indemnifies the customer against claims for infringements of intellectual property rights (including reasonable legal defense costs) brought against the customer by third parties within the EU, provided that Libelle is responsible for such claims. Libelle must be informed of this immediately in writing. Libelle must be permitted to cooperate in the defense of the claims and, to the extent permissible, to conduct these defenses itself. The nature of the products does not include freedom from intellectual property rights of third parties outside the EU.
7. In the event of an infringement of intellectual property rights, Libelle is initially permitted to remedy the infringement to the customer, at its discretion, either by providing equivalent replacement, subsequent performance, paying a license fee to a third party, or granting a right of return. Claims for damages based on fault remain unaffected.

Obligation to Inspect and Defects

8. The customer must properly fulfill its obligations to inspect and notify defects pursuant to Section 377 of the German Commercial Code (HGB). This is a prerequisite for asserting claims for defects. No claims for material defects shall exist for insignificant deviations of Libelle's services from the contractual quality or usability.
9. In the event of defects, the customer is entitled - at Libelle's discretion - to repair or replace the goods at the agreed delivery location. The customer may only demand a reduction in price or withdrawal if it has unsuccessfully set a deadline for performance or subsequent fulfillment of at least three weeks, or if Libelle's attempt at repair or replacement has failed at least three times. In the event of withdrawal, the customer must combine the aforementioned deadline with a threat of rejection. Further claims for damages may only be asserted within the limits of clauses 10 and 12 to 18.

Delayed Performance and Default

10. If Libelle defaults on providing the service, the customer's compensation for damages and expenses due to the delay (delay damages) is limited to 0.5% of the price for each completed week of the delay for that portion of the service that cannot be used due to the delay. Libelle's liability for delay is limited to a maximum of 5% of this price. This does not apply if the damage is due to gross negligence or willful misconduct on the part of Libelle. The customer is permitted to provide evidence of greater damages.

Withdrawal and Damages Instead of Performance

11. The customer's right to withdraw is excluded in the event of a breach of duty for which Libelle is not responsible.
12. At Libelle's request, the customer will declare in writing within a reasonable period of time whether they are withdrawing from the contract due to a breach of duty and/or claiming damages instead of performance, or whether they wish to continue to receive the service.

Liability

13. Libelle is liable without limitation for damages that Libelle (or its legal representatives or vicarious agents)
 - caused intentionally or through gross negligence,
 - is responsible for and results from injury to life, body, or health, as well as under the Product Liability Act and to the extent that Libelle has assumed a guarantee for the quality of the contractual object.
14. In the case of simple negligence, the following applies: Libelle is only liable for breaches of essential contractual obligations (cardinal obligations). In the case of property damage and financial loss, this liability is limited to the foreseeable, typically occurring damage. This also applies to lost profits and lost savings. Liability for other remote consequential damages is excluded.
15. For a single case of damage under Section 14, liability is limited to the contract value (in the case of ongoing compensation, this is the amount of compensation per contract year), but not less than €50,000. The parties may agree on further liability upon conclusion of the contract for a separate fee. The customer is also obligated to notify Libelle, at the latest upon conclusion of the contract, if the foreseeable damage exceeds the contract value.
16. The customer assumes, as a material contractual obligation, to regularly back up data at appropriate intervals, at least once a day, and thus to ensure that it can be restored with reasonable effort. In the event of data loss for which Libelle is responsible, Libelle shall be liable for restoration only up to the amount of effort that would have been incurred if the customer had performed the above-mentioned data backups.
17. Strict liability for defects arising from rental or rental-like relationships that already existed at the time of conclusion of the contract (Section 536a of the German Civil Code) is excluded.
18. The above clauses 13 to 17 also apply to Libelle's employees and vicarious agents.

Limitation Period

19. Claims for defects, in particular for damages or reimbursement of expenses, subsequent performance, withdrawal, or reduction, shall expire within one (1) year, in each case from the statutory commencement of the limitation period. The limitation period for defects in subsequent performance also ends upon expiration of the period specified in sentence 1. All other claims shall expire one (1) year after the time of knowledge or grossly negligent ignorance of the circumstances giving rise to the claim, but no later than upon expiration of an objective maximum period of five (5) years from their occurrence.
20. The above clause 19 shall not apply in cases of fraudulent intent, liability due to intent, claims for damages based on injury to life, body, health, or freedom, or claims under the Product Liability Act.

Export

21. The customer is responsible for export, re-export, or other exports from Germany. The customer must comply with export control regulations of the Federal Republic of Germany, the United States, or trade laws of other countries.

Law and Jurisdiction / Written Form

22. German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction and performance is Stuttgart.
23. Amendments and additions to this contract must be made in writing to be effective.
24. The invalidity of one or more contractual provisions shall not affect the validity of the remainder of the contract. To the extent that the contract contains gaps, the legally effective provisions that the contracting parties would have agreed upon in accordance with the economic objectives of the contract had they been aware of the gap shall be deemed agreed upon to fill these gaps. The same applies if these General Terms and Conditions contain a gap.



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Software License

25. Libelle grants the customer a license that allows the customer to use the ordered and delivered software exclusively under the following conditions.
26. Software, including user documentation and other materials, is protected by copyright and constitutes trade secrets. Software is provided as an executable machine language program and/or object code without granting the customer any rights to the source code or associated program libraries.
27. The software license is specifically tailored to the customer and, as intended, is provided with hardware and software protection mechanisms. The software will only run if the customer enters the individual software license key provided by Libelle, which must be requested from Libelle for new/changed system configurations. The customer guarantees the activation and maintenance of the above protection mechanisms.
28. Libelle grants the customer a simple, non-exclusive right to use the software for internal purposes within the scope of the contract ("License"). Renting, lending, sublicensing, use for service office purposes and application service providing, or temporary transfer to third parties, or making the software available in any other way is prohibited unless otherwise agreed.
29. The customer may reproduce the software to the extent that the respective reproduction is necessary for the contractually agreed use of the program. Necessary reproductions include installing the program from the original data storage device onto the mass storage device of the hardware used, as well as loading the program into the RAM.
30. Simultaneous storage, storage, or use of the software on more than one piece of hardware or by more than one simultaneous user is prohibited unless expressly permitted. The same applies to use within a network or multi-station computer system. The scope of the software license is limited to the specifications listed in the price list. The customer guarantees that any excess of the license scope or the reproduction rights will be covered by purchasing additional licenses.
31. Unless otherwise agreed, the customer is entitled to transfer the software license to third parties after its own use has ended. The customer is obligated to have the new software user sign a legally binding written declaration of commitment, at the latest upon transfer, stating that the new software user acknowledges and will comply with the license terms set out in sections 25 to 34. The customer guarantees that, upon transfer of the software, all software (backup) copies will be transferred or any copies not transferred will be destroyed. The same applies to user documentation and other documents. Only upon presentation of the original declaration of commitment pursuant to sentence 2 of this section by the purchaser is Libelle obligated to customize and deactivate the protection mechanisms pursuant to clause 27 for the purchaser. The right to further transfer refers to the version of the software as it exists at the time of transfer to the third party.
32. The customer may create the backup copies required for secure operation. These must be stored securely and, where technically possible, be provided with a copyright notice. The customer may not modify, decompile, or use any other form of reverse engineering of the software. The information required for interoperability will be provided by Libelle upon request. Section 69e of the German Copyright Act (UrhG) remains unaffected. All knowledge and information about the software that the customer obtains during decompilation must be kept confidential and secret. If the customer uses third parties, they must also be bound to confidentiality and secrecy.
33. The license is subject to the condition precedent of payment of the full license fees. Upon delivery of the software, the customer is granted only temporary and revocable permission to use the software.
34. A serious or repeated violation of the license terms entitles Libelle to terminate the license without notice, even after payment of the full license fees. Upon termination of the license, Libelle is not obligated to refund any license payments received.

Services

35. Libelle is permitted to engage subcontractors. Libelle will only use subcontractors specifically trained and certified by Libelle. The customer may object to the engagement of subcontractors if there is good cause. The implementation of software licenses will be carried out exclusively by Libelle employees or persons certified by Libelle.
In all other cases, Libelle reserves the right to provide support.
36. In the event of cancellation or postponement of agreed service appointments, Libelle reserves the right to invoice the following expenses:
 - Up to 5 working days before the agreed date: 25% of the scheduled service effort
 - Up to 2 working days before the agreed date: 50% of the scheduled service effort
 - Up to 1 working day before the agreed date: 75% of the scheduled service effort.