



General Terms and Conditions of SimPlan AG

1. Scope of application:

These General Terms and Conditions (GTC) apply to all contracts for the provision of services in the field of simulation creation and the sale and licensing of simulation software. Any deviating or supplementary provisions must be made in writing and shall only apply if they have been expressly confirmed.

2. Prizes:

Our prices are quoted net in euros plus the applicable statutory VAT. Additional costs for training, support services, updates or travelling expenses will be charged separately, unless otherwise agreed.

3. Payment:

Invoices must be paid within 14 calendar days of receipt without deduction. For projects with a longer term, the contractor reserves the right to invoice instalments.

4. Default of payment:

In the event of late payment, the Contractor shall be entitled to charge interest on arrears at a rate of 5% above the respective base rate of the European Central Bank. In addition, reminder fees may be charged. In the event of a significant deterioration in the client's financial circumstances, the contractor is entitled to demand immediate payment of all outstanding claims and to suspend ongoing work.

5. Delivery:

Delivery dates are only valid if they are expressly confirmed by the Contractor. If the contract is concluded in writing, the confirmation of the delivery date must also be in writing. In principle, only end customer licences are issued. Programmes shall only be delivered or installed in executable form. If the Contractor is in default with its services, it must first be granted a reasonable grace period (at least 1 month). If the grace period expires without result, the client may withdraw from the contract. §Section 361 BGB remains unaffected. Compensation for damage caused by delay can only be demanded up to the amount of the order value (own work excluding preliminary work and material). Operational disruptions both in the Contractor's business and in that of a supplier, in particular strikes, lockouts, war, riots and all other cases of force majeure, shall not entitle the Client to terminate the contractual relationship. The principles concerning the cancellation of the basis of the contract remain unaffected.

SimPlan AG Hanau

Braunschweig
Dresden
Hamburg
Munich
Regensburg
Sindelfingen

AG Hanau HRB 6845

Tax number: 01924320957
VAT-ID.: DE154989277

Management board

Prof. Dr. Sven Spieckermann (CEO)
Dr. Ulrich Burges
Dr. Harry Kestenbaum

Supervisory board

Prof. Dr. Stefan Nickel (Chair)
Dr. Andreas Rohde
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Bank details

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Sparkasse Hanau
IBAN DE83506500230010293561
SWIFT/BIC HELADEF1HAN

Commerzbank AG
IBAN DE34506400150245005400
SWIFT/BIC COBADEFFXXX



6. Property retention:

The delivered goods remain the property of the contractor until full payment has been made. Software licences shall only be granted for the agreed purpose and period of use. Resale or transfer is only permitted with the written consent of the contractor.

7. Copyright:

All rights to the developed software, including the underlying algorithms and simulation models, remain with the contractor. Any duplication, processing or distribution requires prior written consent.

8. Rights of use to simulation results:

Unless otherwise agreed, the results from the use of the simulation software or services remain the property of the client.

9. Acceptance of services:

Services, in particular customised simulations or software adaptations, shall be deemed to have been accepted if the client does not give written notice of defects within 10 working days of delivery.

10. Licence models and restrictions:

The software may only be used on the agreed number of devices and by the agreed number of users.

The licence expires if the licence conditions are violated.

11. Test and evaluation licences:

If test versions of the software are provided, these may only be used for evaluation purposes. Use for productive purposes is not permitted.

12. Liability for third-party software:

If third-party software or external libraries are integrated into the delivered products, the Contractor assumes no liability for their functionality or legal admissibility, unless this has been expressly agreed.

13. Export restrictions:

The software may be subject to export controls or other legal restrictions. The customer is responsible for complying with all applicable export regulations.

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14. Liability for defects:

Defects recognisable immediately after delivery of the goods shall only be recognised if they are reported to the customer within 3 days of receipt of the goods. Any warranty claim shall lapse if the customer modifies the software. The liability of the supplier is in any case limited to the value of the respective individual delivery item. Any further claims, in particular for consequential damage, are expressly excluded.

15 Warranty and support:

The warranty period is one year from the start of the statutory limitation period. No liability is assumed for errors that are attributable to improper use or inadequate system requirements. The contractor offers optional support services and regular software updates, which can be regulated in separate service level agreements (SLAs).

16. Response times in support:

Response times for support requests can be defined in separate service level agreements (SLAs). Without an SLA, the average response time for technical enquiries is 48 hours during business hours.

17. Limitation of liability:

The Contractor's liability is limited to intent and gross negligence. Liability for loss of data, loss of use or consequential damage is excluded to the extent permitted by law.

18. Data protection:

The Contractor undertakes to protect the Client's personal data in accordance with the applicable data protection regulations. Details on data protection can be found in the separate privacy policy.

19 Transfer of risk:

All liability is transferred to the customer at the start of dispatch. At the request and expense of the customer, the consignment can be insured by the supplier against breakage, transport and fire damage.

20. Other claims for compensation:

Beyond the aforementioned warranty claims, the client may not assert any claims for compensation or other rights due to any disadvantages associated with the terms and conditions or the goods, regardless of the legal grounds on which they are based.

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21 Place of fulfilment, place of jurisdiction:

The place of fulfilment and jurisdiction for all disputes arising from this contract is Hanau am Main. For international contracts, the provisions of the UN Convention on Contracts for the International Sale of Goods shall also apply, insofar as applicable.

22. Salvatorian clause:

Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

Hanau, January 2025

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