General Terms and Conditions

Allgemeine Geschäftsbedingungen

§ 1 Definition of Terms

(1) Efficient Elements (Efficient Elements GmbH, Prof.-Messerschmitt-Str. 3a, 85579 Neubiberg, Germany) is the producer and licensor of the Software and the provider of any Services delivered (if any) under this agreement.

(2) Order is the document or electronic equivalent (e.g. web shop, e-mail), where the Customer orders the Software licenses and / or Services, including all commercial data. Software Orders include the number of Users for which the Software license is valid.

(3) Software is one of Efficient Elements' software products (e.g. "Efficient Elements for presentations") including templates and documentation.

(4) Service is an activity performed by Efficient Elements to create value-add for the Customer. These activities include, but are not limited to, customization and deployment services and trainings.

(5) User is the person using the Software. The User is uniquely identified by the combination of Windows / macOS username and domain / hostname (or hash values thereof). If the same person uses multiple such combinations, each combination is counted separately for all licensing purposes.

(6) Customer is the entity or person who is named in the Order and has agreed to these General Terms and Conditions. Customer can also be a User.

(7) Personal data (as per Article 4 GDPR) means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(8) Anonymous data refers to information that is not connected directly or indirectly to personal data and which cannot be used to identify individual persons.

(9) Confidential information includes data and information that are not public knowledge, in particular user passwords and the know-how and trade secrets involved in the Software and Services.

(10) In written form also includes electronic communication.

§ 2 License

(1) Efficient Elements supplies the Software to the Customer, exclusively on the basis of these General Terms and Conditions and the Order of the Customer to Efficient Elements. In no case, general terms and conditions and/or similar legal rules of the Customer (e.g. purchasing conditions) shall get part of the Order. In the event of contradictions between the aforesaid documents, they shall apply in the following sequence: Order of the Customer, these General Terms and Conditions.

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(2) In return for the agreed license fee EFFICIENT ELEMENTS grants the CUSTOMER and its USERS the temporary, non-exclusive right to reproduce the SOFTWARE to such an extent as is necessary for loading, displaying, running, transferring or storing the SOFTWARE under the following conditions (hereinafter USE AS INTENDED).

(a) A SINGLE USER LICENSE entitles the customer to allow the SOFTWARE to be used by one USER.

(b) A MULTI USER LICENSE entitles the CUSTOMER to allow the SOFTWARE to be used by the agreed number of USERS. The number of USERS means the number of potential USERS who would then be entitled to such use by the CUSTOMER, irrespective of whether and when they actually use the SOFTWARE.

(c) A CORPORATE LICENSE entitles the CUSTOMER to allow the SOFTWARE to be used by all employees within the same legal entity only, unless specified otherwise in the ORDER.

(d) The USER shall be entitled to install and use the SOFTWARE on one or more machines, as long as only this USER has access to the SOFTWARE. The USER shall not be entitled to share the use of the SOFTWARE.

(e) The CUSTOMER and USER are obliged to ensure that each license key for the SOFTWARE is held confidential.

(f) The CUSTOMER agrees to identify all USERS to EFFICIENT ELEMENTS in case EFFICIENT ELEMENTS has sufficient reason to suspect a breach of the above regulations (a) - (e). EFFICIENT ELEMENTS is authorized to demand the appropriate usage fee retrospectively from the beginning of the relevant breach from the CUSTOMER.

(g) The CUSTOMER and USER shall not be permitted to compile, adapt, change the arrangement or make other alterations including error correction to the SOFTWARE either in whole or in part, directly or indirectly, nor shall he disassemble the SOFTWARE, subject it to reverse engineering or decompile it, unless (I) this is necessary in order to obtain information to permit interoperability with an independently developed computer program and (II) EFFICIENT ELEMENTS has not made available this information to the USER within a commercially reasonable period of time despite request IN WRITTEN FORM. Information obtained by such a measure may not be used for other purposes than to achieve interoperability and shall not be communicated to third parties unless this is necessary to establish interoperability.

(h) The CUSTOMER and USER shall be entitled to make identical backup copies of all SOFTWARE licensed under this agreement on a data carrier.

(i) The ownership and all intellectual property rights to the SOFTWARE including copyright remain with EFFICIENT ELEMENTS and / or its licensor(s). With the exception of the USER/CUSTOMER rights granted in this agreement, the USER/CUSTOMER is not granted any additional rights.

(j) Under no circumstances shall the CUSTOMER and USER be entitled to transfer, rent or lease the SOFTWARE permanently or temporarily to third parties without EFFICIENT ELEMENTS' written consent. In case of a CORPORATE LICENSE, the legal entities of the employees covered by the CORPORATE LICENSE are not considered third parties.

(3) The CUSTOMER is responsible for the compliance of any USER with these GENERAL TERMS AND CONDITIONS.

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§ 3 Warranty

(1) For duration of this contract, EFFICIENT ELEMENTS warrants that the SOFTWARE if USED AS INTENDED shall satisfy the function and performance features

- as described on the Efficient Elements website at the time when the order was placed for non-customized versions of the SOFTWARE, and
- as accepted by the customer IN WRITTEN FORM upon delivery of a customized version of the SOFTWARE. If the CUSTOMER does not accept IN WRITTEN FORM prior to rolling out the SOFTWARE to a group of users larger than a typical test/pilot group, such roll-out is considered acceptance.

Insignificant deviations are irrelevant.

(2) Before concluding this agreement, the CUSTOMER shall himself determine that the SOFTWARE sufficiently satisfies his requirements and works as expected in CUSTOMER's environment.

(3) If within the contractual period the CUSTOMER submits reports an error in the SOFTWARE following § 4(5), EFFICIENT ELEMENTS shall at its discretion first be entitled to remedy or replace within a reasonable time. The CUSTOMER shall only be entitled to reduce the remuneration (diminution) or to cancel the agreement if the remedy or delivery of a replacement has definitively proven unsuccessful. If the CUSTOMER exercises his right of cancellation, CUSTOMER shall terminate the use of the SOFTWARE and completely delete the SOFTWARE from all data carriers and data memories, including the hard discs of all machines, and notify EFFICIENT ELEMENTS thereof IN WRITTEN FORM. EFFICIENT ELEMENTS will reimburse any prepaid license fees for the remainder of the contractual period.

(4) The warranty does not cover defects caused – directly or indirectly –

- by intentional or negligent use contrary to purpose by the USER for which EFFICIENT ELEMENTS is not responsible, and
- by repairs or modifications by the CUSTOMER/USER or third parties not agreed by EFFICIENT ELEMENTS.

§ 4 Technical Requirements

(1) All technical requirements for using the SOFTWARE will be explained to the USER on the EFFICIENT ELEMENTS website. The USER must adhere to these requirements for the full duration of the contract to be able to use the SOFTWARE. In the event that the CUSTOMER and / or USER does not fulfill the technical requirements and therefore is not able to use the SOFTWARE, EFFICIENT ELEMENTS shall not be liable for any damages resulting from the inability to use the SOFTWARE and will not refund any fees.

(2) Depending on the version and deployment of the SOFTWARE, an internet connection may be required to activate the SOFTWARE; the cost of the internet connection will be borne by the CUSTOMER or USER.

(3) Depending on the version and deployment of the SOFTWARE, administrative privileges may be required to install the SOFTWARE.

(4) When using the SOFTWARE, the installed SOFTWARE will store information both temporarily and permanently on the respective machine. SOFTWARE settings will be saved to the machine and may be entered in the registry.

(5) The CUSTOMER and USER shall cooperate and provide all reasonable assistance to EFFICIENT ELEMENTS in the correction of errors in the SOFTWARE. This includes the delivery

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of an error description / screenshots / sample files to EFFICIENT ELEMENTS (including the information, whether or not and how the error can be reproduced) and remote and / or live access to the relevant machine(s). In the event that the CUSTOMER and / or USER do not cooperate then EFFICIENT ELEMENTS shall have no obligation to correct such errors and shall not be liable in respect of such errors.

(6) The CUSTOMER shall name individuals responsible for operating, administrating and maintaining the software on a day-to-day basis on behalf of the CUSTOMER and shall ensure that such list of named individuals remains current and up to date. The CUSTOMER shall make sure that these individuals are reasonably well trained in accordance with EFFICIENT ELEMENTS recommendations (if any).

(7) If the CUSTOMER fails to install and use any delivered release of the SOFTWARE within 8 weeks of the date on which it was made available to the CUSTOMER, EFFICIENT ELEMENTS may on 2 weeks' notice withdraw maintenance / error correction from the version of the SOFTWARE, which the maintenance release was intended to replace. Maintenance / error correction will be resumed at such time as the last delivered release is installed.

§ 5 Contract Duration and Cancellation

(1) The contract comes into effect with acceptance of the ORDER by EFFICIENT ELEMENTS and – in case of a SOFTWARE ORDER – delivery of the license key(s) to the CUSTOMER and / or USER. The contract is valid for the duration specified in the order (CONTRACTUAL PERIOD). If no duration is explicitly specified, the CONTRACTUAL PERIOD for SOFTWARE ORDERS will be one year, starting with the date of delivery of the license key(s).

(2) Before the end of the relevant CONTRACTUAL PERIOD of a SOFTWARE ORDER, EFFICIENT ELEMENTS may remind the CUSTOMER and / or USER to obtain a new license key, either through the user interface of the SOFTWARE or a reminder e-mail. CUSTOMER declares the explicit consent to such reminders.

(3) The parties can cancel the contract at any time with sufficient reason. A sufficient reason exists

   (a) for EFFICIENT ELEMENTS when the CUSTOMER is more than 30 days behind on payment, as defined in this contract, or

   (b) for each party when the other party is in breach of fundamental points of this contract.

(4) In order to be effective, any cancellation must be IN WRITTEN FORM.

(5) After cancellation of the contract on which basis the SOFTWARE was used, the USER must end the use of the SOFTWARE and uninstall the SOFTWARE.

§ 6 Fees and Conditions of Payment

(1) The fees for the use of the SOFTWARE and / or SERVICES outlined in the contract shall be defined in the ORDER. If the fees are not explicitly stated in the ORDER, the regular price list for the SOFTWARE and / or SERVICES applies as published on the EFFICIENT ELEMENTS website at the time the ORDER is placed. The fees will be calculated including whatever value-added tax is legally defined at the time the invoice is issued. License fees are invoiced and to be paid in advance for the CONTRACTUAL PERIOD when the contract becomes binding, service fees are invoiced once the services have been performed.

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(2) Any payments have to be made

(a) within 30 calendar days after issue of the relevant invoice through bank transfer or offered e-payment methods,

(b) directly when purchased through the web shop on the EFFICIENT ELEMENTS website via the offered e-payment methods.

Transactional fees, withholding tax and costs of conversion to invoice currency (if applicable) are to be borne by the CUSTOMER. In case a chargeback should become necessary (e.g. because of an erroneous order quantity) through negligence of the CUSTOMER, EFFICIENT ELEMENTS reserves the right to reduce the chargeback amount by 35 EUR plus 3.5% of the original amount to cover transaction cost.

(3) If the CUSTOMER / USER has been using the SOFTWARE on a trial basis, trial usage can only be extended with the express approval of EFFICIENT ELEMENTS; if the CUSTOMER / USER contravenes this regulation, EFFICIENT ELEMENTS has the right to demand payment for the use of the SOFTWARE according to its regular price list.

§ 7 Use of Personal Data

(1) The entity responsible in the meaning of Art. 4 Para. 7 General Data Protection Regulation (GDPR) is EFFICIENT ELEMENTS GmbH, Prof.-Messerschmitt-Str. 3a, 85579 Neubiberg, Germany (see also „Impressum/Imprint“ on the EFFICIENT ELEMENTS website). CUSTOMER / USER can contact the person responsible for data protection at privacy@efficient-elements.com or via EFFICIENT ELEMENTS' postal address with the addition "Data Protection".

(2) When the CUSTOMER places an ORDER directly or through the web shop EFFICIENT ELEMENTS processes personal data of the CUSTOMER / USER only to the extent necessary for the performance of the contract (Art. 6(1)(b) GDPR), for compliance with statutory obligations (Art. 6(1)(c) GDPR), or based on legitimate interests (Art. 6(1)(f) GDPR) such as ensuring software license compliance, preventing misuse, and improving the software.

(3) Categories of personal data processed include in particular for the performance of the contract (Art. 6(1)(b) GDPR):

- Contact and order data (e.g. company, address, name, e-mail, status of payment) for order and invoice handling.
- Depending on the version and deployment of the SOFTWARE, EFFICIENT ELEMENTS may collect data for license validation as follows (together named as “ACTIVATION INFORMATION”) upon activation of the SOFTWARE and periodically while the SOFTWARE is installed:
  - license key, username, organization, e-mail – as filled in by the USER in the activation form or pre-filled in agreement with the CUSTOMER,
  - license type, installation type, domain name, computer name, username, Microsoft 365® account (only if Microsoft 365® is used and the USER has signed in), timestamp, Microsoft® Office® version, Microsoft® Windows® version,
  - SOFTWARE version.
- Support and/or error report data submitted by the CUSTOMER (e.g. error description, system information, contact details). Depending on the version and deployment of the SOFTWARE, the following data may be collected by EFFICIENT ELEMENTS if the

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USER decides to send error reports: error message, performance metrics, loaded add-ins, style name and style id – as generated by the SOFTWARE, error description, user name, contact information – as filled in by the USER in the error form, and all ACTIVATION INFORMATION.

- If the CUSTOMER / USER uses an "automatic update" or "sync" feature of the SOFTWARE (if available), SOFTWARE will check for updates in regular intervals and may thereby transmit and store the ACTIVATION INFORMATION.

Upon CUSTOMER request, EFFICIENT ELEMENTS may anonymize or pseudonymize personal data (e.g. by hashing) before transmission for such personal data, which is transferred as described above.

(4) Categories of personal data processed in other cases:

- Newsletter subscription data (e-mail address) based on the user's consent, if such was separately given (Art. 6(1)(a) GDPR).
- Webinar registration data (name, e-mail) via third-party platforms for the performance of the contract (Art. 6(1)(b) GDPR).
- Communication data (CUSTOMER requests, sales inquiries) in order to take steps at the request of the data subject prior to entering into a contract (Art. 6(1)(b) GDPR).

(5) Due to commercial and tax regulations, EFFICIENT ELEMENTS is obliged to store CUSTOMERS address, payment status and ORDER data for a period of ten years. However, two years after the contract has been completed, EFFICIENT ELEMENTS will restrict processing, i.e. this data will only be used to comply with legal obligations.

(6) EFFICIENT ELEMENTS can pass on CUSTOMER'S to the respective payment provider, where CUSTOMER enters the payment data directly to the respective third party payment service providers. The legal basis for this is Art. 6 Para. 1 S. 1 lit. b GDPR. Where EFFICIENT ELEMENTS utilizes third party payment service providers, the CUSTOMER'S PAYMENT INFORMATION will be disclosed to such third parties (see § 8 below on third party transfers) for card validation and transaction processing. EFFICIENT ELEMENTS will not store PAYMENT INFORMATION but only the payment success, where necessary to process ORDERS.

(7) For the use of the EFFICIENT ELEMENTS website and/or other services provided through the website, additional privacy terms may apply, which are accessible through the relevant website or service.

(8) Other services or websites that are linked or redirected to from the EFFICIENT ELEMENTS website may have implemented different guidelines as regards data collection and processing; for this reason, the data protection notices on the respective websites, or the data protection notices for the use of respective services are effective.

§ 8 Use of Service Providers and Transfers of Personal Data

(1) EFFICIENT ELEMENTS may engage carefully selected third-party service providers (processors under Art. 28 GDPR) to process personal data on its behalf, in particular for order execution, IT services and hosting.

(2) Personal data is not disclosed to other third parties unless:

- it is necessary for the performance of the contract (Art. 6(1)(b) GDPR),
- EFFICIENT ELEMENTS is legally obliged to do so (Art. 6(1)(c) GDPR), or

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- the CUSTOMER/USER has expressly consented (Art. 6(1)(a) GDPR).

(3) Each such service provider is bound by a written data processing agreement pursuant to Art. 28 GDPR, which ensures that personal data is processed exclusively in accordance with EFFICIENT ELEMENTS' documented instructions, under appropriate technical and organizational measures, and subject to confidentiality obligations. Such agreements shall, at a minimum, correspond to the standard contractual clauses adopted by the European Commission:

- for processors located within the EU/EEA, the intra-EU/EEA standard clauses; and
- for processors in third countries, the international standard contractual clauses for data transfers pursuant to Art. 46 GDPR.

(4) No personal data will be disclosed to or processed by third parties unless these conditions and the fundamental principles of the GDPR as specified in sections 1 to 3 above are fully complied with.

(5) The data processing centers used by EFFICIENT ELEMENTS are in general located within a member state of the European Union (EU) or within a member state of the European Economic Area (EEA).

(6) If personal data is transferred to third countries outside the EU/EEA, EFFICIENT ELEMENTS ensures that the requirements of Art. 44 et seq. GDPR are met (e.g. adequacy decision by the European Commission, Standard Contractual Clauses, or other appropriate safeguards. The data processing in such territories will only take place in countries where the adequate level of protection

- has been decided by the European Commission (Article 45 Paragraph 3 GDPR) including the EU-U.S. DPF (Data Privacy Framework), UK Extension to the EU-U.S. DPF, and Swiss-U.S. DPF,
- is the result of binding corporate rules (Article 46 Paragraph 2 Point b in conjunction with Article 47 GDPR),
- is the result of Standard Data Protection Clauses (Article 46 Paragraph 2 Points c and d GDPR),
- is the result of approved Codes of Conduct (Article 46 Paragraph 2 Point e in conjunction with Article 40 GDPR).

(7) EFFICIENT ELEMENTS will only process and use personal data for the specific purposes for which it was collected. Personal data will be disclosed to third parties only if and to the extent this is necessary for the execution of orders, payment processing, administration, customer support or other services described in this document, or if EFFICIENT ELEMENTS is legally required to do so (e.g. by law, court order, or to respond to a legitimate request or complaint of the user or on the user's behalf). Unless otherwise stated, personal data provided by the user is used solely within EFFICIENT ELEMENTS and its commissioned service providers acting based on Art. 28 GDPR.

(8) There may be also third-party providers, where the CUSTOMER is directly entering a contractual relationship (e.g. in case of usage of GoToWebinar); in these cases additional data protection information may apply.

§ 9 Additional Principles of Data Protection

(1) To prevent unauthorized access to CUSTOMERS personal data, especially financial data, the ORDER process is encrypted using SSL/TLS technology.

(2) If CUSTOMER / USER sends e-mail messages or other messages or enters them directly via

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a form provided by EFFICIENT ELEMENTS, EFFICIENT ELEMENTS will retain such messages in order to process the request, respond to questions and improve the products and services provided. EFFICIENT ELEMENTS archives the data arising in this context after the storage is no longer necessary or limits the processing if statutory retention obligations exist. After the statutory retention periods are reached after the CUSTOMER relationship ended, EFFICIENT ELEMENTS will delete the respective (personal) data.

(3) CUSTOMER / USER has the right to ask about his personal data free of charge at any time. Furthermore, CUSTOMER / USER has the right at any time to revoke their consent to the use of their personal data with effect for the future and to request correction or deletion of the data stored by EFFICIENT ELEMENTS. In particular, CUSTOMER / USER has the following rights towards EFFICIENT ELEMENTS regarding the personal data related to them:

- Right of access (Art. 15 GDPR)
- Right to rectification (Art. 16 GDPR)
- Right to erasure (Art. 17 GDPR)
- Right to restriction of processing (Art. 18 GDPR)
- Right to data portability (Art. 20 GDPR)
- Right to object to processing (Art. 21 GDPR)
- Right to lodge a complaint with a supervisory authority (Art. 77 GDPR)

(4) Please contact the person responsible for data protection at privacy@efficient-elements.com to request information, to withdraw the consent to processing, and to request deletion; the person responsible for data protection will then provide the information immediately or confirm the withdrawal or the execution of the request for deletion. A deletion requested by CUSTOMER / USER will then be carried out subject to statutory retention obligations. If a deletion cannot take place completely due to legal storage obligations, EFFICIENT ELEMENTS limits the processing of the data concerned and informs CUSTOMER / USER accordingly.

§ 10 Limitation of Liability

(1) The following limitations of liability are valid with regard to all compensation claims regardless of their basis in law, in particular with regard to pre-contract and extra-contract claims.

(2) EFFICIENT ELEMENTS is liable for any damages to the CUSTOMER / USER as EFFICIENT ELEMENTS can be charged with intent or gross negligence. EFFICIENT ELEMENTS shall be liable in accordance with the regulatory requirements in case of any culpable infringement of a material contractual obligation, even in case of ordinary negligence, whereby EFFICIENT ELEMENTS liability shall be limited to foreseeable, typically occurring damages. For all other claims and if neither intent nor gross negligence can be shown, EFFICIENT ELEMENTS is only liable to the CUSTOMER / USER for an amount not higher than 300% of the yearly LICENSE FEE as defined in the relevant ORDER.

(3) The previously mentioned limitations of liability do not restrict any legal entitlements according to Product Liability Act. The liability for claims on injury to life, body or health is not affected by previously mentioned limitations, insofar as the claims are based on intent or gross negligence by EFFICIENT ELEMENTS or by any legal representative or assistant of EFFICIENT ELEMENTS. The liability for given guarantees is not limited, insofar as the given guarantee is expected to protect the USER from the occurred damages.

(4) It is the USER'S duty to make backup copies of his data at appropriate intervals and in

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an appropriate way. A violation of this duty is to be considered as contributory negligence.

§ 11 Intellectual Property, Confidentiality

(1) Software and other material provided in the scope of this contract, which is protected by proprietary law, including but not limited to images, text, graphics, audio files and video files, as well as the selection, coordination and arrangement of these materials (henceforth known as INTELLECTUAL PROPERTY), are protected under copyright law, trademarks, service marks and other property laws. These copyrights, trademarks etc. are the property either of EFFICIENT ELEMENTS or of third parties that have licensed their INTELLECTUAL PROPERTY to EFFICIENT ELEMENTS. All other trademarks, service marks and trade names used are the property of their owners. EFFICIENT ELEMENTS allows the CUSTOMER / USER to make temporary copies of all or part of its INTELLECTUAL PROPERTY and to download this for the purpose of using, viewing and browsing the INTELLECTUAL PROPERTY, insofar as nothing to the contrary is stated. The INTELLECTUAL PROPERTY can only be copied, reproduced, newly published, uploaded, posted, transferred or in any other way distributed if this is expressly permitted in the conditions of use. Using or modifying EFFICIENT ELEMENTS' INTELLECTUAL PROPERTY in any way represents a breach of copyright and other proprietary laws and is strictly forbidden.

(2) Notwithstanding the foregoing, EFFICIENT ELEMENTS allows the CUSTOMER / USER to use individual contents (including but not limited to templates, maps, flags, or icons) provided with the SOFTWARE as part of their own works without restrictions. This holds true even when the license for the SOFTWARE has expired and has not been renewed by the CUSTOMER / USER. The CUSTOMER / USER is not allowed to extract, reproduce, or pass on any contents provided with the SOFTWARE as collections with the intent of using them as such without support of the SOFTWARE.

(3) The USER may not use, copy or make known to a third party any CONFIDENTIAL INFORMATION, unless this is expressly permitted in this contract or the CUSTOMER is required to do so based on legal requirements or a legally binding decision.

(4) The USER commits to protect CONFIDENTIAL INFORMATION sufficiently according to common data protection standards against disclosure or misuse. If the USER should find out that CONFIDENTIAL INFORMATION has been disclosed or misused, the USER will immediately inform EFFICIENT ELEMENTS and cooperate with EFFICIENT ELEMENTS to avoid further disclosure or misuse of the CONFIDENTIAL INFORMATION.

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§ 12 General Conditions

(1) The CUSTOMER grants EFFICIENT ELEMENTS the right to display the CUSTOMER'S company name and logo on the references page of the EFFICIENT ELEMENTS website and product marketing material. The CUSTOMER may revoke the right to display the CUSTOMER'S company name and logo at any point in time IN WRITTEN FORM.

(2) This contract is subject exclusively to German law. The application of the Convention of Contracts for the International Sale of Goods (CISG) of 11.04.1980 – in its most current version – as well as other specifications of international contract law are excluded. If the CUSTOMER is a commercial customer, Munich (Germany) is the jurisdiction for any disputes resulting from and in connection with this contract.

(3) These GENERAL TERMS AND CONDITIONS, including the ORDER and any offer to the USER that preceded it, represents the entire agreement between the CUSTOMER and EFFICIENT ELEMENTS as regards the content of this contract. Contradicting Terms and Conditions are expressly rejected. Changes and additions to these GENERAL TERMS AND CONDITIONS are only effective if they are mutually agreed on IN WRITTEN FORM. Waiving the WRITTEN FORM requirement of this point must also be submitted IN WRITTEN FORM.

(4) If individual regulations in these conditions are or become ineffective, this will not affect the general effectiveness of the remaining regulations contained in these conditions. This is also true in the case of any loopholes in the regulations.

(5) In the place of an ineffective regulation or to fill any potential loopholes in these conditions, an effective and appropriate regulation should come into effect, which most closely resembles what the parties wanted to achieve based on their commercial aims.

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