DECIVO UG (HAFTUNGSBESCHRÄNKT) · LAUFENBURG, GERMANY

General Terms and Conditions

Applicable to contracts between decivo and entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

NOTE ON LANGUAGE

This English text is a convenience translation. Only the German original is legally binding; the German original prevails in the event of any discrepancy. For questions, please contact contact@decivo.de.

§ 1

Scope

These GTC apply to all contracts between decivo UG (haftungsbeschränkt) (the "Contractor") and entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) (the "Client").

Consumers within the meaning of Section 13 BGB are excluded.

Deviating terms of the Client shall not apply unless their validity is expressly agreed to.

§ 2

Contract Components and Order of Precedence

The contract consists of:

a) the offer / Statement of Work (SOW)
b) service descriptions
c) these GTC

Order of precedence in the event of contradictions:

1. offer / SOW
2. service description
3. these GTC

§ 3

Conclusion of Contract

Offers are non-binding.

The contract is concluded by acceptance of the offer or by commencement of performance.

§ 4

Types of Services

The Contractor provides, in particular, the following services:

- Software development (including AI systems)
- Web development

CONTACT
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Managing director: Tobias Zubler
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- Creation of prototypes and MVPs
- UX/UI design
- SaaS services
- Hosting and operation

§ 5

Scope of Services and Changes (Change Requests)

The scope of services is determined exclusively by the offer/SOW.

Change requests by the Client constitute a separate order.

The Contractor is entitled to demand additional remuneration for them.

Schedules shift accordingly.

§ 6

Duties to Cooperate

The Client shall provide all necessary content, data and approvals in good time.

Delays shall not be at the expense of the Contractor.

Additional effort is charged separately.

§ 7

Remuneration

The agreed prices apply.

The Contractor may demand advance payments.

Invoices are payable within 14 days of the invoice date without deduction.

In the event of default, the Contractor may suspend its services after setting a deadline.

§ 8

Acceptance

(1) Work results (Werkleistungen) must be accepted upon completion. The Contractor notifies the Client of completion and makes the work available for acceptance.

(2) The Client declares acceptance or refuses it, stating at least one defect.

(3) Acceptance is deemed to have taken place if, after completion, the Contractor has set the Client a reasonable deadline for acceptance and the Client has not refused acceptance within this deadline, stating at least one defect (Section 640 (2) BGB).

(4) Acceptance may not be refused on account of insignificant defects. The Contractor remedies such defects within the scope of the rights in respect of defects under § 12.

(5) Productive use of a service is not automatically equivalent to acceptance. Whether it constitutes acceptance depends on the circumstances of the individual case.

§ 9

Rights of Use

The Client receives simple (non-exclusive), non-transferable rights of use.

Rights pass to the Client only upon full payment.

Open-source components are subject to their respective licence terms.

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The Contractor may reuse generic components.

§ 10

SaaS and Hosting

Availability at all times is not owed.

Maintenance work is permitted.

The Contractor is not liable for outages that lie outside its sphere of influence.

§ 11

AI Services

Results of AI systems may be inaccurate or incorrect.

The Contractor gives no warranty for the accuracy of content.

The Client is obliged to review results independently.

§ 12

Warranty

(1) In the event of defects in work results, the Contractor shall first provide subsequent performance; at its option, it may remedy the defect or produce a new work.

(2) If a reasonable deadline for subsequent performance set by the Client has expired without success, or if setting a deadline is dispensable under the statutory provisions, in particular because subsequent performance has failed, is refused or is unreasonable for the Client, the Client may assert the further statutory rights in respect of defects: self-remedy, withdrawal, price reduction, and damages or reimbursement of futile expenses in accordance with § 13.

(3) Claims for defects in work results become time-barred twelve months after acceptance.

(4) Paragraph 3 does not apply in the case of fraudulent concealment of a defect, intent or gross negligence, damage resulting from injury to life, body or health, the assumption of a guarantee, or where the law mandatorily prescribes longer periods. In these cases, the statutory limitation periods apply.

§ 13

Liability

(1) The Contractor is liable without limitation for intent and gross negligence and for injury to life, body or health.

(2) In the event of simple negligence, the Contractor is only liable for breach of material contractual obligations, limited to the foreseeable damage typical for this type of contract. Material contractual obligations are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Client may regularly rely.

(3) Liability under guarantees given and mandatory statutory liability, in particular under the German Product Liability Act (Produkthaftungsgesetz), remain unaffected.

§ 14

Data Backup

The Client is itself responsible for regular backups.

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§ 15

Confidentiality

Both parties undertake to maintain confidentiality.

§ 16

Data Protection

(1) The provisions of the GDPR apply.

(2) Insofar as the Contractor processes personal data on behalf of the Client, the parties shall conclude a data processing agreement pursuant to Art. 28 GDPR before such processing begins.

(3) The respective operator is responsible for the lawful use of the software created and of the data processed with it. Statutory obligations of the Contractor remain unaffected.

§ 17

Term and Termination

SaaS contracts run for an indefinite period unless otherwise agreed.

Termination is possible with reasonable notice.

The right to terminate without notice for good cause remains unaffected.

§ 18

Place of Jurisdiction and Applicable Law

German law applies.

The place of jurisdiction is – to the extent permitted – the registered office of the Contractor.

§ 19

Severability Clause

Should individual provisions be invalid, the remainder of the contract shall remain valid.

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