

PDV terms of service

PDV-Systeme GmbH (PDV),

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1. General information

- a) These terms of service shall apply if PDV refers to them in the agreement documents (offers, confirmations of order, service level agreements, service descriptions or agreements). To the extent that these terms of service contradict individual agreements between you and PDV, those individual agreements shall apply over these terms of service.
- b) In the event that these terms of service apply, your general terms and conditions shall not apply. In such event, they shall not apply even if you refer to your general terms and conditions in other agreement documents or if PDV performs services without reservation in such event despite knowledge of your general terms and conditions.

2. Service content

- a) PDV shall perform services that are precisely defined in advance and in many cases standardised. The service content is definitively described in the agreement documents.
- b) In case of ambiguities, particularly with regard to such service content, or if you require services going beyond the service content described, please ensure you consult PDV prior to concluding the agreement/placing an order.
- c) PDV undertakes to perform the services in the proper manner and shall perform the contractually agreed activities on its own responsibility. PDV must provide specific positive outcomes only where this is expressly agreed in the agreement documents.
- d) Qualified employees of PDV are not authorised to make amendments or additions to agreements. This authority is reserved exclusively for the management, power of attorney holders or representatives of PDV.

3. Collaboration

- a) Realising the objectives you are pursuing via the agreement with PDV shall routinely depend on the quality of the collaboration between all the participants. Your cooperation and the cooperation of any other service providers you engage shall play a decisive role in the success of the collaboration.

- b) You are required, either yourself or via service providers you are to engage, to contribute things that are necessary for PDV to perform its services but that do not constitute contractually agreed service content of the services to be performed by PDV. Unless expressly agreed otherwise in the agreement documents, therefore, you shall be responsible in both financial and operational terms for the procurement and operation of the hardware, software, materials, tools, third party services and other resources required for performance of the services.
- c) If you have any uncertainties as regards your ability to assess or provide items and cooperative acts required from you yourself or third parties, please ensure you address this with PDV prior to concluding the agreement/placing an order.

4. Data backup

Subject to any agreements to the contrary, you yourself shall be responsible for regularly backing up your data in the proper manner.

5. Place of performance

To the extent that it is not necessary to perform the services onsite at your premises, PDV shall be free to choose the place of performance and entitled, in particular, to perform services remotely.

6. Price list

- a) Subject to any agreements to the contrary, the travel expense regulations contained in the attached PDV price list shall apply; in the case of remuneration on a time and materials basis, the regulations on hourly rates and travel times contained therein shall apply.
- b) PDV is entitled to amend the hourly rates stipulated in the attached price list by giving three months' written notice to the end of a calendar year. In the event of an increase of over 3%, you are entitled to terminate the agreement with one month's notice to the date the increase takes effect.

7. Subcontractors

Subject to any agreements to the contrary, PDV is entitled to use subcontractors/subcontractor companies in performing its service obligations. Notwithstanding the foregoing, PDV shall remain directly responsible to you for the performance of its contractually agreed service obligations.

8. Reservation of timely and correct supply of incoming goods

Any delivery from the manufacturer or supplier that, for reasons for which PDV is not responsible, is outstanding despite a covering purchase, shall lead to PDV itself not being required to deliver either. PDV shall inform you without delay and reimburse any advance payments immediately.

9. Retention of title

Ownership of any delivered items shall pass to you only upon payment in full.

10. Offset and right of retention

- a) You may offset claims or assert payment retention rights only in the case of undisputed claims or claims that are ready for decision or that have been legally determined.
- b) Your counter claims arising from the defective and/or incomplete performance of the respective service by PDV in accordance with this agreement shall be excluded from the aforementioned ban on offset and the ban on assertion of payment retention rights.

11. Warranty

- a) You must inform PDV without delay in writing or in text form if you establish that PDV has not performed a service in conformity with the agreement and provide specific details in this regard. To the extent that you meet this obligation, you are entitled to the following rights in respect of defects.

- b) Claims for defects shall not be valid in the case of only minor deviations from agreed quality or only minor impairment of usability.
- c) In all other cases, PDV shall at its option warrant rectification by repair or replacement.
- d) Rectification of the defect shall be deemed to have failed only after the second failed attempt at rectification.
- e) If rectification fails, you are entitled to reduce the payment amount or to terminate the agreement for good cause in accordance with the statutory requirements.
- f) The right to assert claims for damages pursuant to section 11 of these terms shall remain unaffected.
- g) These warranty provisions shall otherwise constitute a definitive list of rights due to you in the event of performance defects.
- h) Warranty claims shall become statute-barred after one year commencing from the beginning of the statutory limitation period. The above limitation period shall not apply
 - in case of loss of life, bodily harm or health problems
 - in case of fraudulent intent
 - in case of intentional or grossly negligent dereliction of duty
 - in case of guarantee promise, to the extent that it is agreed and
 - to the extent that the applicability of the German Product Liability Act (ProdHaftG) is opened.

The statutory limitation period shall apply in such cases.

- i) PDV may seek compensation for expenses incurred in connection with examining and/or removing a performance defect that does not actually exist or a performance defect caused by circumstances for which you are responsible.

12. Liability

- a) For claims arising from damage caused by PDV, its legal representatives or vicarious agents, PDV shall always be liable without limitation in accordance with the statutory provisions
- in case of loss of life, bodily harm or health problems
 - in case of fraudulent intent
 - in case of intentional or grossly negligent dereliction of duty
 - in case of guarantee promise, to the extent that it is agreed and
 - to the extent that the applicability of ProdHaftG is opened.
- b) In case of violation of essential contractual obligations, fulfilment of which makes the proper execution of the agreement possible in the first place and compliance with which you should routinely rely on (cardinal obligations) through slight negligence from PDV, its legal representatives or its vicarious agents, the amount of liability shall be limited to the foreseeable damage that is to be typically expected in such an event and agreed upon during conclusion of the agreement. This shall not apply to the extent that the requirements under (a) above are also met.
- c) Otherwise, claims for damage compensation are excluded.
- d) The above provisions on liability shall also apply to the personal liability of PDV employees, representatives and bodies.

13. Confidentiality

You must maintain secrecy in respect of all confidential information that you obtain in connection with the contractual relationship, as must PDV. You shall use it only for implementing the agreement, as shall PDV and its employees, and shall ensure that your employees also comply with this requirement. You are nevertheless entitled, as is PDV, to make reference to the contractual relationship to a reasonable degree.

14. Data protection

- a) PDV and you shall comply with the respective relevant provisions, particularly those of the General Data Protection Regulation (GDPR), when handling personal

data and shall not process personal data without authorisation (data secrecy). PDV and you shall impose a corresponding obligation on persons who are deployed in connection with the services under the agreement. Data secrecy shall continue to apply even after the contractual relationship has ended.

- b) Where necessary, the parties shall conclude an agreement on processing in accordance with Article 28 GDPR.

15. Place of jurisdiction and governing law

- a) The exclusive place of jurisdiction shall be Goslar, Germany.
- b) This agreement shall be governed exclusively by German law to the exclusion of the standards of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).