General Terms and Conditions
SciCaTec GmbH

Status: September 2022

1 General

1.1 Scope of Application

These General Terms and Conditions shall apply in the version valid at the time of the conclusion of the contract to all business relations between us (SciCaTec GmbH, Holderäckerstraße 8, 70499 Stuttgart) and you. Should you use conflicting General Terms and Conditions, these are hereby expressly contradicted.

1.2 Contractual Agreement

The contract language is German and English. Customers in these General Terms and Conditions are exclusively entrepreneurs in the sense of § 14 BGB (German Civil Code).

1.3 Conclusion of Contract

The conclusion of the contract takes place individually by offer and acceptance. Unless otherwise agreed, the usual procedure is that you submit an inquiry to us, which includes a detailed description of requirements or a specification sheet and receive a binding offer from us, which provides a corresponding specification sheet. You can accept this offer in text form within two weeks. By accepting, you also expressly accept the specifications prepared by us and the contract is concluded. Separate storage of the contract text by us does not take place, but the contract content results in each case individually from the agreement made.

1.4 Subsequent amendment of the Terms and Conditions

We shall be entitled to make subsequent amendments and additions to the General Terms and Conditions with existing business relationships, insofar as changes in legislation or case law make this necessary or other circumstances lead to the contractual equivalence relationship (= adequacy of performance and consideration) being disturbed to a more than insignificant extent. A subsequent amendment to the Terms and Conditions shall become effective if you do not object within six weeks of notification of the amendment. At the beginning of the period, we will expressly draw your attention to the effect of your silence as acceptance of the amendment to the contract and allow you to make an express declaration during the period. If you object within the time limit, you and we may terminate the contractual relationship without notice unless we allow the contractual relationship to continue under the old General Terms and Conditions.

2 Description of services

2.1 General

We offer the development of FPGA designs and the creation and evaluation of system architectures for embedded systems. In addition, we offer consulting services and support you in expanding your skills in handling digital circuit technology in FPGAs or SoCs based on your technical objectives. The range of services will be agreed upon with you individually.

2.2 Specifications

If requested, we will also prepare the specification document required for your project. You agree to contribute up to 5 hours/week to preparing the corresponding document.
If you commission us with the preparation of the specifications, this shall be agreed upon and reimbursed separately.

2.3 Performance

We shall be entitled to have the contract or parts of the contract performed by third parties.

2.4 Time of performance

We shall provide the service at the agreed time.

If your cooperation is required or agreed upon for our performance, the delivery/performance time shall be extended by the time you have not fulfilled this obligation. In addition, in this case we reserve the right to recalculate the remuneration and, if necessary, to adjust the remuneration to be paid by you if this becomes necessary due to your delay.

If you wish to make changes or additions after scheduling, we reserve the right to adjust the agreed deadlines/dates and the remuneration accordingly.

2.5 Change and extension requests

Unless otherwise agreed, requests for changes and extensions, in particular to the specifications, will only be carried out if necessary to achieve the purpose of the contract. At the customer's express request, however, requests for changes and extensions can be carried out by our separate assignment. This shall then be remunerated separately. In addition, we reserve the right to demand payment to examine the feasibility of the modification and extension requests.

2.6 Delays in delivery and performance

Delays in delivery and performance due to force majeure and due to extraordinary and unforeseeable events which cannot be prevented by us even by exercising the utmost diligence and for which we are not responsible (this includes, in particular, strikes, official or court orders, e.g. in the case of pandemics, and cases of incorrect or improper self-supply despite a covering transaction to this effect) shall entitle us to postpone the delivery by the duration of the impending event.

2.7 Exclusion of delivery

Post office box addresses shall not be supplied.

2.8 Delay in acceptance

If you are in default of acceptance of the ordered goods, we shall be entitled, after setting a reasonable grace period, to withdraw from the contract and claim damages for default or non-performance. During the delay in acceptance, you shall bear the risk of accidental loss or accidental deterioration.

2.9 Data delivery, transfer and archiving

By default, the scope of services does not include source files or layout files, sketches, drafts or other production data of the works or services created for you. However, should you nevertheless wish to receive source or layout files, sketches, drafts or other production data, you may agree with us separately and this shall be remunerated separately.

Unless otherwise agreed, it is up to us to decide on the application software used to create the intermediate or final data. We are not obliged to hand over development and intermediate data. The order data will be destroyed or archived by us after fulfillment of the contract. We have no obligation to retain the data.

2.10 Interim Acceptances

We reserve the right to carry out interim acceptances and to make the further execution of our services dependent on your approval. This includes in particular the acceptance of conceptual designs and development proposals. We will then provide our further services on this basis. You shall provide authorized employees for test runs or acceptance tests if you cannot inspect them yourself. Insofar as we provide you

with drafts and/or test versions, specifying a reasonable period for checking their correctness and completeness, the drafts and/or test versions shall be deemed to have been approved upon expiry, insofar as we do not receive a request for correction.

Rejected drafts remain our property and a right of use is not transferred. Therefore, you may not use them unless we have made a separate agreement.

3 Payment

3.1 Prices

All prices are exclusive of value-added tax.

3.2 Default of payment

You shall be in default of payment if we do not receive payment within two weeks of receipt of the invoice. In the event of late payment, interest shall be charged at a rate of 9 percentage points above the prime rate of the European Central Bank. If you are in default with your payments, we reserve the right to charge 2.50 euro reminder fee. We reserve the right to claim damages above this amount. You have the option of proving that we have incurred no or less damage.

In case of delayed payment, we reserve the right to stop our work until you have fulfilled your payment obligation. Furthermore, we will invoice you for any additional costs incurred in this regard.

In addition, in the event of default of payment, we shall be entitled to immediate demand payment of all further payment obligations you have towards us and, in the case of payment by installments, also of the total price.

3.3 Right of retention

You shall only be entitled to assert a right of retention for counterclaims that are due and based on the same legal relationship as your obligation.

3.4 Partial invoice

Unless otherwise agreed, we shall not issue partial invoices for the partial performance of the contractual service.

4 Acceptance and deemed acceptance

4.1 Acceptance

Insofar as the subject matter of the performance is a work performance, you shall declare acceptance of the work in text form immediately after the work has been produced following the contract and we have notified you accordingly.

4.2 Acceptance fiction

If you do not declare acceptance without delay, we may set a reasonable deadline for you to make this declaration. If you do not refuse acceptance within the period we set, naming at least one defect, the work shall be deemed to have been accepted.

4.3 Minor defects

Acceptance may not be refused due to minor defects. A minor defect shall be deemed to exist if the functions and possibilities of use of the work to be created are not affected.

5 Your responsibility

5.1 General

You are solely responsible for the content and correctness of the data and information you transmit. You also undertake not to transfer any data whose content infringes the rights of third parties or violates existing laws. You confirm that you have complied with copyright regulations by sending data to us.

5.2 Indemnification

You shall indemnify us against all claims asserted against us by third parties on account of such infringements. This also includes the reimbursement of costs of necessary legal representation.

5.3 Data backup

You are jointly responsible for backing up the information sent to us. We cannot be held responsible for the loss of your transmitted information, as we do not provide a general data backup guarantee.

5.4 Form and handling of data

Unless otherwise agreed, you shall provide us with the information or data required for your order free of charge and in digital form. If this is not possible for you for understandable reasons, you can also send us the relevant documents by post after we have agreed to this procedure. If you wish these documents to be returned, this requires prior agreement. If such an agreement is not reached, we reserve the right to destroy, delete, or archive them for our database, provided that there are no legal requirements to the contrary.

5.5 Duty to cooperate

You are obligated to provide the cooperation services required for the contract so that we can perform the contractual service. In particular, you must provide us with sufficient information about your project so that we can take further measures. You acknowledge the necessity to cooperate in your contract work to the extent that you provide us with the data, files and other materials or media required to fulfill the contract in digital form as promptly as possible and free of charge. If this is not possible for you for understandable reasons, you can also send us the relevant documents by post after we have agreed to this procedure. Your cooperation in the planned project does not affect the agreed remuneration. In particular, you do not acquire any joint copyright to the respective work.

In addition, you are obligated to inform us immediately in text form of any incorrect information in the specifications, insofar as such information comes to your attention. We also undertake to do so.

5.6 Secrecy

You shall be obligated to maintain secrecy concerning all business and trade secrets disclosed to you and/or becoming known to you by us during the performance of the contract, which have been designated or marked as such confidential information.
The obligation to maintain secrecy shall also apply for the time after the termination of the contract.
We also undertake to do so unless the contract requires us to disclose such information to third parties. For example, we are expressly permitted to process the personal data entrusted to us within the framework of the provision of services or to have such data processed by third parties. In the context of a legal dispute, we are entitled to disclose your internal information to protect our interests, even without prior release from the duty of confidentiality. Confidentiality does not apply to information that is generally accessible, is published by the other contracting party or has become known from a third party.

If a separate confidentiality agreement has been concluded between you and us, this shall remain unaffected by the above provisions.

5.7 Industry-specific knowledge

You cannot assume that we have industry-specific knowledge about your project or company. You should therefore inform us in advance of any points that are relevant to you. We will not conduct any surveys, investigations or market research regarding your planned project.

5.8 Obligation

You undertake that you do not intend any illegal or immoral activities with the services or works to be provided by us.

5.9 IT infrastructure

In principle, you are responsible for setting up and maintaining the IT infrastructure for your project.

5.10 Contact person

You shall provide us with the name and contact details of a responsible contact person who represents you and can make or bring about decisions and is available to us for any necessary information during regular business hours. Furthermore, we will regularly inform the responsible person named by you about the status of the work.

5.11 Access and requirements at the place of work

If we have to carry out work on your premises or if this is included in the booked service, you shall ensure that we are granted access to the respective premises or that a corresponding key is handed over. You must also provide a sufficient power supply on the premises and that this is available to us free of charge, as well as the previously agreed work equipment. You shall be responsible for any delays caused by your failure to cooperate.

5.12 Special note

An e.g. economic success resulting from the execution of the contract is not owed. Furthermore, as we perform a pure consulting service, we shall not be liable for the improper application and/or implementation of the information and recommendations communicated within the scope of our pure consulting services. You must inform yourself in advance whether our suggestions for action are suitable for you or whether they entail further risks. In such cases, we merely provide you with our consulting services. The handling and implementation are your sole responsibility.

6 Copyright and rights of use

6.1 Rights of use and scope of use

We have the copyright or the exclusive right of use or ownership to the works we created (e.g., concepts and drafts). Therefore, with the purchase of the services/works provided by us and the complete payment of the agreed price, you only secure the rights of use to the service product/work for the agreed purpose for the territory of the Federal Republic of Germany. Still, you do not acquire any ownership or copyrights to it, unless otherwise agreed or this results from the purpose of the contract.
Without our express consent, you are not entitled to transfer the rights of use granted by us to third parties against payment or free of charge or to pass them on to third parties in any other way. The transfer of further rights of use may be agreed separately with us and shall be remunerated separately. It is also prohibited to change or edit the works without express permission.

6.2 Backup copies

You are entitled to make and keep backup copies of the works created by us on your behalf for your own personal use only.

6.3 Copyright notice

Insofar as we have attached a copyright notice/copyright note to our work, you may not remove or change this unless this has been agreed separately.

6.4 Your templates and third-party material

If we use your templates or data for processing, you must ensure that they are not burdened with the rights of third parties or that you have the necessary rights of use. If a claim is made against us by the licensor because the third-party licensed material was not used properly, you shall be responsible for compensating us for any resulting damage.

6.5 Your suggestions

Your cooperation and the submission of suggestions shall have no influence on the amount of the agreed remuneration and shall not establish any joint copyright in the media, works and works developed and produced. The rights of use to designs rejected or not executed by you shall remain exclusively with us. If use by you or by a third party commissioned by you of such ideas and/or designs is to be made possible outside of or after termination of the contract, a separate remuneration agreement must be concluded.

6.6 Contractual penalty

For each case of culpable infringement of one of the above provisions regarding the rights of use and the scope of use, you undertake to pay us an appropriate contractual penalty, which may be determined by us and reviewed by the competent court concerning its appropriateness. Any damages to be paid shall be credited against the contractual penalty. We shall have the right to claim damages above the contractual penalty against proof.

7 Retention of title

The delivered goods or work shall remain our property until the price has been paid in full. You shall treat the goods or work subject to simple reservation of title with care at all times. You assign to us any claim or compensation you may receive for damage, destruction or loss of the goods delivered. If you act contrary to the contract, especially in case of default payment, we are entitled to take back the item. In this case, taking back the goods / work does not constitute a withdrawal from the contract unless we expressly declare this in text form.

8 Warranty for contracts for work and services

8.1 Warranty claim

There are statutory warranty rights. If the work is defective and you demand subsequent performance, we may remedy the defect at our discretion or produce a new one. You shall be entitled to rescission or reduction if defects are not fixed even after at least two attempts at subsequent performance.

8.2 Rights in case of insignificant defects

In the event of an insignificant defect, you shall only be entitled to a reasonable reduction of the agreed remuneration for the work to the exclusion of the right of rescission.

8.3 Compensation for defects

No warranty shall be provided for damage resulting from improper handling or use. Express reference is made to the following exclusion of liability.

8.4 Transfer of risk

The risk of accidental loss or deterioration of the work shall not pass to you under warranty until acceptance of the work.

8.5 Obligation to give notice of defects

Following § 377 of the German Commercial Code (HGB), you must notify us in text form of obvious defects without delay and of non-obvious defects without delay after discovery; otherwise the assertion of the warranty claim shall be excluded. Timely dispatch shall be sufficient to meet the deadline. You shall bear the entire burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery, and for the timeliness of the notice of defect.

8.6 Statute of Limitations

Warranty claims shall become statute-barred within one year after the transfer of risk unless it concerns the construction of a building or a work, the success of which lies in the provision of planning or supervisory services for this. In these cases, the limitation period shall be five years. The shortening of the limitation period expressly does not exclude liability for damages resulting from injury to life, body or health or in the case of intent or gross negligence. The provisions of the Product Liability Act shall also remain unaffected.

9 Liability

9.1 Exclusion of liability

We as well as our legal representatives and vicarious agents shall only be liable for intent and gross negligence and, insofar as essential contractual obligations (i.e. such obligations whose compliance is of particular importance for the achievement of the purpose of the contract) are concerned, also for slight negligence. In this respect, liability for gross and slight negligence shall be limited to the foreseeable damage typical for the contract.

9.2 Reservation of liability

The above exclusion of liability does not apply to liability for damages resulting from injury to life, body or health. The provisions of the Product Liability Act shall also remain unaffected by this exclusion of liability.

9.3 Liability for contents

You are solely responsible for the content of the advertising measures supplied or requested by you. The content may not violate applicable laws or these General Terms and Conditions. You also undertake not to transmit any data whose content violates the rights of third parties (e.g. personal rights, rights to a name, trademark rights, copyrights, etc.). In particular, contributions with illegal content may not be published, or untrue facts asserted. As an agency, we are not liable for incorrect information provided by you. A review of the posted content (especially regarding the violation of third-party rights) does not occur. You have to do this yourself before acceptance. However, should we become aware of incorrect, inaccurate, misleading or unlawful information, we will check it immediately and remove it if necessary. We also do not guarantee the accuracy, timeliness, completeness, quality or legality of content that does not originate from us.

10 Prohibition of assignment

You are not entitled to assign the claims resulting from these General Terms and Conditions and the respective contract. Insofar as applicable, § 354a of the German Commercial Code (HGB) shall remain unaffected.

11 Final Provisions

11.1 Place of jurisdiction

Our registered office is agreed as the exclusive place of jurisdiction for all legal disputes arising from this contract, provided that you are a merchant, a legal entity under public law or a special fund under public law.

11.2 Choice of law

Unless mandatory statutory provisions according to your home country's law conflict with this, German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

11.3 Severability clause

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions.