

Rostocker Kompetenzzentrum
für Leistungselektronik GmbH
Liskowstraße 38
18059 Rostock



General Terms and Conditions (GTC)

General Terms and Conditions of the Rostocker
Kompetenzzentrum für Leistungselektronik GmbH

(As of 03/25)

§ 1 Scope

1.1 These General Terms and Conditions apply to all engineering services and products of Rostocker Kompetenzzentrum für Leistungselektronik, hereinafter referred to as RKL. The customer's terms and conditions shall only apply if they have been expressly agreed in writing with the customer. By placing an order with RKL, the customer acknowledges these GTC.

1.2 In the event of a conflict between these GTC and the customer's general terms and conditions, only the provisions of these GTC shall apply, unless a different provision has been expressly agreed in writing. Individual contractual agreements shall take precedence over these GTC, provided they have been recorded in writing.

1.3 Conflicting or deviating general terms and conditions of the customer shall not become part of the contract unless RKL has expressly agreed to them in writing. This also applies if RKL performs services unconditionally with knowledge of conflicting or deviating conditions.

1.4 These General Terms and Conditions shall also apply to all future transactions between the contracting parties without the need for repeated reference to the GTC.

§ 2 Contract Amendments

2.1 If the circumstances underlying the contractual relationship change significantly and such changes are not accounted for in the contract, both parties are entitled to request an adjustment of the contract to the changed circumstances.

2.2 If it becomes apparent during the performance of the contract that the order can only be carried out with significant additional costs that were not foreseeable at the start of the work and for which neither RKL nor the customer is responsible, RKL shall immediately inform the customer. The customer may request the immediate termination of the work and cancel the contract. If the customer wishes to continue, they shall notify RKL in writing. The customer agrees to an increase in compensation and a corresponding postponement of the completion date as a result.

§ 3 Confidentiality and Data Protection

3.1 The parties shall treat essential and non-publicly known matters of the other party with the usual business confidentiality. Further protection of particularly confidential information may be separately agreed upon at the request of one of the parties. The parties shall process or use personal data of the other party only for contractually agreed purposes.

3.2 All information, documentation, and work results made available to the customer shall be treated confidentially and may not be disclosed to third parties or used for purposes other than those contractually agreed upon without prior written consent from

RKL. This obligation remains in effect for a period of five (5) years after the contract ends.

3.3 The customer is obligated to take appropriate technical and organizational measures to prevent the disclosure or unauthorized access of third parties to confidential information. The disclosure of confidential information to subcontractors or affiliated companies is only permitted with the prior written consent of RKL.

§ 4 Usage Rights

4.1 RKL grants its customer a non-exclusive, non-transferable, irrevocable, and non-sublicensable right to use all results created for the customer within the framework of the activity, unlimited in time and place, within the customer's company.

4.2 A usage right granted by RKL may only be transferred to third parties with the prior written consent of RKL. The granting of sublicenses, the provision of work results to third parties, or making them accessible in any other way also requires the prior written consent of RKL.

§ 5 Compensation and Payment Terms

5.1 The compensation shall be determined according to the written offers. Unless otherwise agreed in the order confirmation, invoices are due for payment without deduction within 30 days from the invoice date. Prices are always exclusive of VAT at the rate applicable on the invoice date. If the customer is in default of payment, RKL may, after setting a reasonable grace period, withdraw from the contract and/or claim damages for non-performance.

5.2 The agreed compensation includes only the services described in the contract. Any additional acquisition of rights to intellectual property, patents, or other industrial property rights requires a separate written agreement.

5.3 The customer is not entitled to assign claims arising from this contract to third parties without the consent of RKL. The same applies to the transfer of the entire contract. Any assignment requires the express written consent of RKL.

5.4 The customer is not entitled to withhold payments due to complaints or counterclaims unless these have been legally established or expressly recognized in writing by RKL.

§ 6 Liability

6.1 Except in cases of injury to life, body, or health, as well as due to other mandatory liability regulations, RKL, as the contractor, is only liable for damages caused intentionally or by gross negligence.

6.2 Otherwise, claims for damages against RKL, regardless of the legal reason, are excluded to the extent permitted by law. This particularly applies to indirect and consequential damages, such as business interruptions, lost profits, or production downtime.

6.3 Any liability for indirect damages, consequential damages, lost profits, or production downtime is excluded to the extent permitted by law.

6.4 RKL is not liable for the infringement of third-party industrial property rights by the customer or third parties who further use the work results. This particularly applies to subsequent modifications or the combination of the work results with other products or systems.

§ 7 Termination

RKL is entitled to terminate the contract without notice if the customer breaches essential contractual obligations, in particular in the case of repeated payment default or unauthorized use of work results. In the event of termination, payment claims already incurred remain unaffected.

§ 8 Final Provisions

8.1 RKL assumes no liability for products or services of third parties, even if they are used or recommended in the context of the contract.

8.2 RKL reserves the right to reject orders without giving reasons.

8.3 The obligation for rectification or supplementary performance requires a prior written defect notification from the customer. Acceptance or use of the service by the customer shall be deemed acceptance unless defects are reported in writing within 14 days.

8.4 The legal relationships between RKL and the customer are subject to the law of the Federal Republic of Germany. The exclusive place of jurisdiction for both parties is Rostock.

8.5 Should individual or multiple provisions of this contract be or become invalid, the remaining provisions shall remain unaffected. Instead of the invalid provisions, a regulation shall be deemed agreed upon between the parties that comes closest to the economic purpose of the invalid provision.

8.6 Silent modifications or extensions of the contractual relationship are excluded. Additional services must be separately agreed upon and confirmed in writing.