

General Terms and Conditions (GTC)

RIMERIT GmbH - business customers (B2B)

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1. SCOPE OF APPLICATION, DEFINITIONS, GOVERNING LANGUAGE

- 1.1 These General Terms and Conditions (hereinafter the "GTC") shall apply to all contracts, deliveries and services between RIMERIT GmbH (hereinafter "RIMERIT") and its customers (hereinafter the "Customer") relating to the provision of IT services, managed services, cloud services, support services, maintenance services, project services, hardware and software. These GTC apply exclusively to business-to-business (B2B) transactions.
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- 1.2 These GTC apply exclusively to business customers, namely entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) and to legal entities under public law.
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- 1.3 Any conflicting, deviating or supplementary terms and conditions of the Customer shall not apply and shall not become part of the Contract, even if RIMERIT does not expressly object to them. Such terms shall apply only if RIMERIT has expressly agreed to their applicability in Text Form.
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- 1.4 The version of these GTC in force at the time shall also apply to all future business transactions between RIMERIT and Customers with whom business relationships have already been established on the basis of these GTC.
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- 1.5 Definitions:
- a) "Text Form" means communication in textual form, for example by email.
 - b) "Goods" means, unless otherwise agreed, all items to be supplied to the Customer, including software, whether supplied in tangible or intangible form, including electronically.
 - c) "Third-Party Provider" or "Manufacturer" means, in particular, providers of hardware, software, cloud services, platform services and distributors.
 - d) "Pass-Through Terms" means any manufacturer- or provider-specific terms of use, licence terms, service terms or other conditions that must be complied with in connection with the purchase, use or onward provision of products or services.
 - e) "Written Form" means a written document bearing an original handwritten signature.
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- 1.6 The Contract shall consist exclusively of the agreements made in Text Form, including, in particular, the quotation, order confirmation, service specification, service agreement and any Service Level Agreement ("SLA"). No collateral agreements shall exist unless agreed in Text Form. Any amendments or supplements to the Contract must be made in Text Form.
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- 1.7 RIMERIT may amend these GTC with future effect where there is a objective reason for doing so, including, without limitation:
- (i) changes in applicable statutory law or case law;
 - (ii) changes to technical or organisational processes;
 - (iii) security requirements; or
 - (iv) adjustments to the processes of Manufacturers or Third-Party Providers where necessary to ensure the continued provision of the Services.
- Amendments that materially affect the essential contractual obligations or the contractual balance between performance and consideration, including, in particular, changes to the scope of Services or remuneration provisions, shall not be made pursuant to this Section 1.7 but only by individual agreement or in accordance with contractually agreed price adjustment provisions. RIMERIT shall notify the Customer of any such amendments in Text Form at least thirty (30) days before their intended effective date and shall separately inform the Customer of the legal consequences. Unless the Customer objects within thirty (30) days after receipt of such notice, the amendments shall be deemed accepted.
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If the Customer objects, the remainder of the Contract shall remain unaffected. In such event, RIMERIT shall be entitled to terminate the affected part of the Contract by giving one (1) month's notice to the end of a calendar month, provided that RIMERIT cannot reasonably be expected to continue the Contract without the amendment.

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- 1.8 The governing language of the Contract shall be German. In the event of any inconsistency between the German version and any translation, the German version shall prevail.
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2. OFFERS, CONCLUSION OF CONTRACT AND DOCUMENTS

- 2.1 Unless expressly designated as binding, all offers made by RIMERIT are non-binding and subject to change. Information contained on websites, presentations or marketing materials does not constitute a binding offer or a guarantee.
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- 2.2 A Contract shall be concluded upon the Customer's acceptance of RIMERIT's offer in Written Form or Text Form, or by conduct constituting acceptance (e.g. by making use of the Services). In any event, the Contract shall be deemed concluded no later than upon commencement of the performance of the Services.
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- 2.3 RIMERIT retains all ownership rights, copyrights and other proprietary rights in and to all documents, data, documentation, illustrations, drawings, calculations and any other offer or project documentation. The Customer may use such materials solely for the purposes of the Contract, shall not disclose them to any third party, and shall, upon RIMERIT's request or if no Contract is concluded, promptly return or delete such materials, unless statutory retention obligations require otherwise.
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- 2.4 The Customer shall carefully review the offer documents for accuracy and suitability. Where an offer is based on assumptions expressly identified as such (e.g. regarding the Customer's system environment, number of users, licences, network infrastructure, authorisations or documentation), the Customer shall promptly notify RIMERIT if any such assumptions are inaccurate or do not apply. If, after conclusion of the Contract, additional work becomes necessary in the performance of the Services because the Customer failed to verify the assumptions underlying the offer documents, RIMERIT shall be entitled to charge for the resulting additional work. Where such additional work cannot be charged on any other agreed basis, it shall be invoiced at RIMERIT's standard hourly rates. Alternatively, RIMERIT may submit a supplementary quotation.
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- 2.5 RIMERIT shall be entitled to subcontract all or part of the Services and to engage qualified subcontractors for the performance of its contractual obligations.
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- 2.6 Where, at the Customer's request, RIMERIT prepares a cost estimate, RIMERIT shall be entitled to charge for such cost estimate based on the time spent, provided that this has been agreed or notified to the Customer in advance.
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3. SCOPE OF SERVICES, CHANGES AND DEADLINES

- 3.1 The specific scope of the Services shall be determined exclusively by the respective individual Contract (quotation, order confirmation, service description, service agreement and/or Service Level Agreement ("SLA")). In the event of any inconsistency, the provisions of the individual Contract shall prevail over these GTC.
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- 3.2 Technical data sheets and specifications of the Manufacturer or RIMERIT (if provided) shall become part of the Contract only if expressly agreed in the individual Contract.
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- 3.3 Delivery dates, performance dates and time schedules shall be binding only if expressly agreed as binding in the individual Contract or confirmed by RIMERIT in Text Form.
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- 3.4 RIMERIT shall be entitled to perform the Services or make deliveries in instalments and to issue corresponding partial invoices, provided that this is reasonable for the Customer and, in particular, that the use of the Services already provided is not unreasonably impaired and remains possible for their intended purpose.
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- 3.5 Deliveries of hardware and licences are subject to proper and timely delivery to RIMERIT by its suppliers, provided that RIMERIT can demonstrate that it placed the relevant orders in due time and in full and that the failure of supply is not attributable to RIMERIT.
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4. THIRD-PARTY PROVIDERS/MANUFACTURERS, PASS-THROUGH TERMS

- 4.1 Where RIMERIT procures or arranges certificates, licences, cloud services, support or maintenance agreements provided by Third-Party Providers or Manufacturers without providing its own Services, RIMERIT's obligations shall be limited to the proper procurement and transfer of the relevant products or services.
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- 4.2 Any Services provided by Third-Party Providers or Manufacturers (including, without limitation, availability, updates, platform operation, support, maintenance and manufacturer warranties) shall be governed exclusively by their respective terms and conditions. The applicable terms of use, licence terms, business terms and any Pass-Through Terms of the respective Third-Party Provider or Manufacturer shall apply.
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- 4.3 In the relationship between the Customer and the Third-Party Provider or Manufacturer, RIMERIT shall not be deemed to perform the obligations of the Third-Party Provider or Manufacturer on its behalf. RIMERIT shall not be liable for any service disruptions, failures or breaches of duty attributable to the Third-Party Provider or Manufacturer unless such disruptions, failures or breaches are attributable to RIMERIT.
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- 4.4 Where a Third-Party Provider or Manufacturer grants a warranty, such warranty shall, where possible, be passed on to the Customer. The scope and content of such warranty shall be governed exclusively by the warranty terms of the respective Third-Party Provider or Manufacturer and shall be asserted solely and directly against that Third-Party Provider or Manufacturer. RIMERIT shall provide its own warranty only if expressly agreed in Text Form.
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- 4.5 Claims arising from defects or service disruptions shall primarily be asserted against the Third-Party Provider or Manufacturer. RIMERIT hereby assigns to the Customer any existing rights it may have against the respective Third-Party Provider or Manufacturer.
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- 4.6 In the event of any conflict between these GTC and any Pass-Through Terms, the Pass-Through Terms shall prevail within their respective scope of application. The Customer shall comply with all applicable Pass-Through Terms.
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- 4.7 If a Third-Party Provider or Manufacturer amends its terms of use or licence terms, such amendments shall apply in the relationship between the Customer and the Third-Party Provider or Manufacturer from the date they become effective, provided that they are required for the lawful use of the relevant products or services. Where RIMERIT becomes aware of such amendments, it shall inform the Customer in Text Form or provide the Customer with a reasonable means of access to the amended terms (e.g. by providing a link or reference source). Any resulting adjustment to RIMERIT's Services or remuneration shall only be made where strictly necessary to ensure the continued provision of the Services and in accordance with the relevant Individual Contract and these GTC, in particular Section 1.7.
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5. SOFTWARE/CLOUD, RIGHTS OF USE

- 5.1 In the case of standard software and other copyright-protected material, the licence terms of the respective Manufacturer shall prevail. To the extent that such terms do not contain any applicable provisions, the following principles shall apply in addition:
- a) The Customer shall receive a non-exclusive right of use to the agreed extent.
 - b) Provision to third parties, sublicensing or making the software or other copyright-protected material publicly available shall not be permitted unless otherwise provided in the Manufacturer's terms or the Individual Contract.
 - c) Source code shall not be provided unless expressly agreed.
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- 5.2 Rights of use shall pass to the Customer only upon full payment of the respective remuneration. To the extent that the Customer is permitted to use the software prior to full payment, such permission shall be revocable until full payment has been made, unless mandatory statutory provisions provide otherwise.
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- 5.3 The Customer shall comply with all applicable Manufacturer terms, licence terms and Pass-Through Terms and shall take appropriate measures to prevent any unauthorised use by third parties.
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6. CUSTOMER COOPERATION, IT SECURITY, BACKUPS

- 6.1 The Customer shall be responsible for the lawfulness of the data, content and applications processed by the Customer.
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- 6.2 The Customer shall ensure that a suitable hardware and software environment and all necessary prerequisites (e.g. network, cabling, internet access and authorisations) are in place, unless RIMERIT has expressly undertaken to provide them. RIMERIT shall inform the Customer in due time of the prerequisites required for the performance of the Services.
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- 6.3 The Customer shall implement appropriate data backup measures unless such measures expressly form part of the Services to be provided by RIMERIT. Prior to any changes, installations or migrations, the Customer shall ensure that current backups are available and shall, upon request, provide appropriate evidence thereof. If an intervention is carried out at the Customer's request and with the Customer's knowledge without current backups being available, such intervention shall be carried out at the Customer's risk.
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7. PROHIBITED USE

- 7.1 The Customer shall not use the Services provided by RIMERIT for any unlawful, security-threatening or abusive purposes, including, without limitation, unauthorised access to IT systems, distribution of malware, spam or mass communications, port scanning, phishing or comparable activities.
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8. INSPECTION OF GOODS AND NOTIFICATION OF DEFECTS

- 8.1 The Customer shall inspect delivered hardware without undue delay upon receipt for transport damage and any apparent defects. Any apparent defects, incorrect deliveries or short deliveries shall be notified to RIMERIT in Text Form within seven (7) calendar days of receipt. Any statutory duties to inspect and notify defects pursuant to Section 377 of the German Commercial Code (Handelsgesetzbuch – HGB) shall remain unaffected.
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9. REPORTING CHANNELS AND SLA APPLICABILITY

- 9.1 Notifications, tickets and escalations: Where a service agreement or Service Level Agreement ("SLA") is in place, service disruptions, service requests and emergencies shall be reported exclusively through the reporting channels specified therein (e.g. ticketing system, hotline or emergency channel). Reports submitted through any other channels shall not give rise to any response or processing obligations under the applicable SLA.
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10. CANCELLATION OF APPOINTMENTS AND DEFAULT OF ACCEPTANCE FOR SERVICE APPOINTMENTS

- 10.1 If binding service appointments (e.g. on-site assignments, scheduled migrations or roll-outs, or remote maintenance windows) are cancelled by the Customer less than five (5) Working Days before the scheduled commencement of the Services or postponed without good cause, and the capacity reserved for such appointment cannot reasonably be allocated elsewhere, RIMERIT shall be entitled to charge a cancellation fee amounting to fifty per cent (50%) of the agreed or scheduled service charges for the relevant appointment. The Customer shall expressly be entitled
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to prove that RIMERIT has suffered no loss or substantially lower loss. RIMERIT reserves the right to prove that it has suffered a higher loss.

11. NO-SHOW / FRUITLESS TRAVEL FOR SERVICE APPOINTMENTS

- 11.1 If the Customer fails to attend an agreed appointment, does not provide access, or fails to provide the necessary cooperation so that the Services cannot be performed in whole or in part, RIMERIT shall be entitled to charge any wasted expenditure incurred (in particular travel and travelling time, waiting time and personnel costs) at the agreed rates or, failing such agreement, at the customary rates, provided that the Customer is responsible for the relevant circumstances.
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12. REMUNERATION, SURCHARGES, PRICE ADJUSTMENTS, SET-OFF, ASSIGNMENT

- 12.1 The remuneration shall be as specified in the respective offer or order confirmation and shall be exclusive of statutory value added tax (VAT).
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- 12.2 Unless otherwise agreed, Managed Services shall be invoiced monthly in advance.
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- 12.3 RIMERIT shall be entitled to transmit invoices electronically.
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- 12.4 Unless otherwise agreed, invoices shall be due for payment without deduction within ten (10) days from the invoice date. In the event of default in payment, RIMERIT shall be entitled to charge default interest at the statutory rate as well as the statutory fixed compensation pursuant to Section 288(5) of the German Civil Code (Bürgerliches Gesetzbuch – BGB).
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- 12.5 Price adjustments for continuing obligations: In the case of continuing obligations, RIMERIT shall be entitled to adjust the remuneration where material cost components of the performance of the Services that are beyond RIMERIT's control change. Such cost components include, in particular, changes in Manufacturer or distributor prices (hardware, software and cloud services), costs of data centre or cloud infrastructure, energy and telecommunications costs, labour and ancillary labour costs, transport and logistics costs, as well as taxes, charges or comparable public levies. Any adjustment shall be made only to the extent necessary to reflect the change in costs, taking into account any cost reductions, and shall be notified to the Customer in Text Form at least four (4) weeks before taking effect. Upon the Customer's request, RIMERIT shall provide a comprehensible explanation of the reasons for the adjustment. If the adjustment exceeds five per cent (5%) of the affected recurring remuneration, the Customer shall be entitled to terminate the affected part of the Contract for good cause with effect from the date on which the adjustment takes effect.
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- 12.6 The Customer may set off claims only against counterclaims that are undisputed or have been finally determined by a court of competent jurisdiction. The Customer may exercise a right of retention only to the extent that the relevant counterclaim is undisputed or has been finally determined by a court of competent jurisdiction and arises from the same contractual relationship.
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- 12.7 The assignment of claims against RIMERIT shall be excluded unless mandatory provisions of Section 354a of the German Commercial Code (Handelsgesetzbuch – HGB) provide otherwise.
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- 12.8 Method of charging (time-spent or success-based): Unless expressly agreed otherwise, Services shall be charged on a time-spent basis. Charging on a success-based basis, as a lump sum or fixed price, as well as any acceptance criteria, shall require an express agreement in the relevant Individual Contract.
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- 12.9 Charging on a time-spent basis: Where Services are to be charged on a time-spent basis as agreed or pursuant to Section 7.10, charges shall be based on the actual time spent and, where applicable, material costs and third-party costs in accordance with the offer, service reports or the agreed rates. RIMERIT shall be entitled to issue interim invoices on a monthly basis. Time spent shall be billed in units of fifteen (15) minutes, with each commenced quarter-hour being charged as one full billing unit.
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- 12.10 Electronic documents: Offers, order confirmations, service reports and invoices may be created and transmitted electronically. Electronically generated documents must identify their issuer and shall not require a handwritten signature unless mandatory statutory provisions require otherwise.
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13. DELIVERY, SHIPMENT, ACCEPTANCE DEFAULT

- 13.1 Where RIMERIT supplies hardware or other Goods, deliveries shall be made from the dispatch point. RIMERIT does not warrant that the least expensive method of shipment will be used.
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- 13.2 The risk of accidental loss and accidental deterioration shall pass to the Customer upon delivery of the Goods to the carrier and, at the latest, when the Goods leave the warehouse or dispatch point, unless mandatory statutory provisions provide otherwise.
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- 13.3 Transport insurance shall be taken out only if agreed in the Individual Contract or expressly requested by the Customer. In such case, the costs shall be borne by the Customer.
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- 13.4 Acceptance default and storage: If the Customer fails to accept the Goods, is in acceptance default or breaches its obligations to cooperate in the delivery or handover of the Goods, RIMERIT shall be entitled to store the Goods at the Customer's cost and risk and to charge the resulting additional expenses, including, in particular, storage, transport and handling costs. Statutory rights shall remain unaffected.
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- 13.5 Force majeure / impediments to performance: RIMERIT shall not be liable for delays in delivery or performance resulting from force majeure or events that materially impede or render delivery or performance impossible, including, for example, strikes, official measures, failures of telecommunications networks, disruptions to energy supplies or supply chains, and epidemics or pandemics. Any agreed deadlines shall be extended by a reasonable period. If such an impediment to performance continues for more than two (2) months, either Party shall be entitled to withdraw from the Contract with respect to the unperformed part or, in the case of continuing obligations, to terminate the affected part of the Contract for good cause. Statutory rights shall remain unaffected.
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14. RETENTION OF TITLE

- 14.1 Goods supplied shall remain the property of RIMERIT until all claims arising from the respective Contract have been paid in full.
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- 14.2 The Customer shall handle Goods subject to retention of title with due care and shall take appropriate measures to protect them against access by third parties. The Customer shall notify RIMERIT without undue delay of any access by third parties, in particular any attachment or seizure.
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15. DEFECTS, SUBSEQUENT PERFORMANCE

- 15.1 RIMERIT warrants that the Services shall be performed in accordance with the Contract and the state of the art.
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- 15.2 No guarantee is given as to any particular quality or complete freedom from defects unless expressly agreed in Text Form. The terms and conditions of the respective Manufacturer or Third-Party Provider shall additionally apply to Manufacturer or third-party products.
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- 15.3 In the event of defects, RIMERIT shall first be entitled to provide subsequent performance. If subsequent performance fails, the Customer may reduce the remuneration. Any further rights shall remain unaffected to the extent required by mandatory statutory law.
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- 15.4 The Customer shall support RIMERIT in diagnosing and remedying defects, in particular by providing comprehensible defect descriptions, log data, test environments and, where necessary, remote access or access to the Customer's premises.
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- 15.5 If the Customer asserts a defect and it subsequently transpires that no entitlement to subsequent performance exists (for example, due to operating errors, misconfiguration outside the agreed scope of the Services, the absence of a reproducible defect, or interventions by the Customer or third parties), RIMERIT shall be entitled to charge the resulting inspection costs and additional work at the agreed rates or, failing such agreement, at the customary rates, unless the Customer was not responsible for asserting the claim.
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16. SERVICE RECORDS, ACCEPTANCE

- 16.1 Service records: Where RIMERIT prepares service records, service reports or timesheets and provides them to the Customer in Text Form, the relevant service record shall be deemed confirmed unless the Customer objects in Text Form within eight (8) calendar days of receipt, stating the specific reasons for the objection. Mandatory statutory rights shall remain unaffected.
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- 16.2 Where acceptance is contractually or statutorily required for project work or work services, RIMERIT shall notify the Customer that the Services are ready for acceptance.
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- 16.3 At RIMERIT's request, partial acceptance shall be carried out for separable parts of the Services that are capable of independent use or on which further Services are based, provided that such parts are capable of separate verification.
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- 16.4 If, within ten (10) Working Days after RIMERIT's request for acceptance, the Customer neither declares acceptance nor raises a substantiated notice of defects, the Services shall be deemed
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accepted, provided that the Customer uses the Services in production or does not refuse acceptance without justification. Mandatory statutory provisions shall remain unaffected.

17. LIABILITY, LIMITATION OF LIABILITY

- 17.1 RIMERIT shall have unlimited liability in cases of wilful misconduct, gross negligence and culpable injury to life, body or health.
- 17.2 In cases of ordinary negligence, RIMERIT shall be liable only for damage resulting from the breach of essential contractual obligations ("Kardinalpflichten"). Essential contractual obligations are obligations the fulfilment of which is a prerequisite for the proper performance of the Contract and on the observance of which the Customer may regularly rely. In such cases, liability shall be limited to the foreseeable damage typical for the Contract.
- 17.3 In the cases referred to in Section 17.2, liability shall be limited, for each individual case of damage, to the amount of the remuneration paid by the Customer under the affected order (in the case of project work) or, in the case of continuing obligations, for the affected part of the Contract during the twelve (12) months preceding the occurrence of the damage, up to a maximum of EUR 250,000 for each individual case of damage.
- 17.4 To the extent permitted by law, liability for loss of profit, loss of production and other indirect damage shall be excluded in cases of ordinary negligence, except where liability exists under Section 17.2 for foreseeable damage typical for the Contract resulting from the breach of essential contractual obligations.
- 17.5 Liability for loss of data shall be limited to the costs of restoration that would have been incurred had proper and regular data backups been performed.
- 17.6 To the extent that RIMERIT's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of RIMERIT's employees, legal representatives and persons engaged by RIMERIT in the performance of its obligations.

18. SECURITY, CREDIT INSURANCE

- 18.1 If, after conclusion of the Contract, it becomes apparent that RIMERIT's claim to the consideration is jeopardised by the Customer's lack of financial capacity, RIMERIT shall be entitled to refuse performance until the Customer has rendered the consideration or provided adequate security.
- 18.2 In particular, RIMERIT may require reasonable advance payments or security where necessary to cover its own procurement costs or advance performance costs. Statutory rights, in particular those under Section 321 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), shall remain unaffected.
- 18.3 RIMERIT shall be entitled to insure deliveries and Services against the risk of default (for example, by obtaining credit insurance). If insurance cover for the Customer cannot be obtained or if the Customer's creditworthiness materially deteriorates after conclusion of the Contract, RIMERIT shall be entitled, at its option, to require (i) payment in advance, (ii) appropriate security (for example, a bank guarantee), or (iii) appropriate payment arrangements, and to withhold performance until such requirements have been satisfied. Statutory rights, in particular those under Section 321 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), shall remain unaffected.

19. RETURNS

- 19.1 As a general rule, no right of return or exchange shall exist unless RIMERIT has expressly granted such right in Text Form.
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- 19.2 Returns of software (in particular electronically supplied licences), cloud services/subscriptions, individually configured or customised Goods, or Services shall be excluded, subject to mandatory statutory rights, unless otherwise agreed in the Individual Contract.
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- 19.3 Returns made without prior agreement may be refused. Where returns have been agreed, they shall be made at the Customer's cost and risk.
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20. DATA PROTECTION, DATA PROCESSING AGREEMENT, DELETION

- 20.1 RIMERIT shall process personal data in compliance with the applicable data protection laws.
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- 20.2 Both Parties undertake to keep confidential all non-public information. This obligation shall survive termination of the Contract.
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- 20.3 To the extent that, in the course of providing the Services, RIMERIT processes personal data on behalf of the Customer and such processing constitutes processing within the meaning of Article 28 of the General Data Protection Regulation (GDPR), the Parties shall enter into a Data Processing Agreement (DPA) before such processing begins. Until the DPA has been concluded, RIMERIT shall be entitled to withhold any Services requiring such processing.
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- 20.4 Deletion/Return following Completion of the Services (Data Processing): To the extent that RIMERIT acts as a processor within the meaning of Article 28 of the General Data Protection Regulation (GDPR), RIMERIT shall, following completion of the respective Services, either return or delete the personal data, at the Customer's option, unless statutory retention obligations or other statutory grounds for retention prevent this. Upon the Customer's request, RIMERIT shall provide confirmation in Text Form of the return and/or deletion of the personal data.
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- 20.5 The Customer confirms that it shall transmit personal data to RIMERIT or grant RIMERIT access to such data only where a valid legal basis under applicable data protection law exists and all required information obligations have been fulfilled. The Customer shall indemnify and hold harmless RIMERIT against all third-party claims, official measures, administrative fines and reasonable costs arising from the Customer's culpable breach of these obligations. This shall not apply to the extent that RIMERIT is responsible for the breach.
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21. EXPORT CONTROL, END USE

- 21.1 The Customer shall comply with all applicable export control and sanctions laws. RIMERIT shall not be obliged to make any delivery or provide any Services where doing so would violate applicable export control or sanctions laws.
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- 21.2 End-use statement: Upon request, the Customer shall provide RIMERIT with all information required to comply with applicable export control and sanctions laws, including information regarding the end use, end recipient and final destination, and, upon request, shall provide an end-use statement. RIMERIT shall be entitled to withhold deliveries or Services until the required information or declarations have been provided, to the extent necessary for compliance purposes.
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- 21.3 If the Customer culpably breaches applicable export control or sanctions laws or provides incorrect information regarding the end use or end recipient, RIMERIT shall be entitled to terminate the affected part of the Contract for good cause with immediate effect and to assert claims for expenses already incurred and damages in accordance with the statutory provisions.
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22. ON-SITE SERVICES

- 22.1 Where deliveries or Services are provided at the Customer's premises by RIMERIT's employees or persons engaged by RIMERIT in the performance of its obligations, the Customer shall, at its own expense, provide suitable premises, work equipment and the necessary access, unless otherwise expressly agreed.
- 22.2 The Customer shall ensure, through appropriate organisational measures, that RIMERIT's employees and persons engaged by RIMERIT in the performance of its obligations are not integrated into the Customer's business organisation.
- 22.3 The Customer shall have no direct right to issue instructions to RIMERIT's employees or persons engaged by RIMERIT in the performance of its obligations. Technical and organisational instructions relating to the performance of the Services shall be addressed exclusively to the responsible contact person designated by RIMERIT.
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23. COMPLIANCE, SUSTAINABILITY (ESG)

- 23.1 The Parties undertake to comply with all applicable laws, in particular those relating to environmental protection, labour, social matters, human rights, data protection, export control and anti-corruption.
- 23.2 RIMERIT supports the objectives of sustainable development and shall endeavour, within the limits of economic and technical feasibility, to provide its deliveries and Services in an environmentally and socially responsible manner.
- 23.3 If either Party commits a serious or repeated breach of the material compliance obligations under Section 23.1 and fails to remedy such breach within a reasonable period after being requested to do so, the other Party shall be entitled to terminate the affected part of the Contract for good cause. Statutory rights shall remain unaffected.
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24. GOVERNING LAW, JURISDICTION, FINAL PROVISIONS

- 24.1 This Contract shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 24.2 To the extent legally permissible, the place of jurisdiction shall be the registered office of RIMERIT GmbH. RIMERIT shall also be entitled to bring proceedings against the Customer before any other court having statutory jurisdiction.
- 24.3 Should any provision of these General Terms and Conditions be or become wholly or partly invalid, the validity of the remaining provisions shall remain unaffected. The Parties shall replace
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the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any gaps in these General Terms and Conditions.
