

General Terms and Conditions

AGB of Cofa-Info

Status 01 February 2023

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I General

The following terms and conditions are exclusively authoritative for every contract concluded with the editorial office Redaktionsbüro Cofa-Info for the Web Sites with the following domain names <https://security-storage-und-channel-germany.de> and <https://security-storage-und-channel-germany.com> (hereinafter referred to as Cofa-Info). This also applies in particular in the event of conflicting conditions of the client. Deviations from these terms and conditions are only valid if confirmed in writing by Cofa-Info.

II Scope of Application

These Terms and Conditions of Sale shall apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). We shall only recognize terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale if we expressly agree to their validity in writing.

These Terms and Conditions of Sale shall also apply to all future transactions with the Purchaser, insofar as legal transactions of a related nature are concerned (note: as a precaution, the Terms and Conditions of Sale should in any case be attached to the order confirmation). Individual agreements made with the Purchaser in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

III Offer and conclusion of contract

If an order is to be regarded as an offer in accordance with § 145 of the German Civil Code (BGB), we may accept it within two weeks.

IV Documents provided

We reserve the property rights and copyrights to all documents handed over to the customer in connection with the placing of the order - also in electronic form - such as calculations, drawings, etc.. These documents may not be made accessible to third parties unless we give our express written consent to do so. If we do not accept the orderer's offer within the period of § 2, these documents shall be returned to us without delay.

V Prices and payment

Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus value added tax at the applicable rate. Costs of packaging shall be invoiced separately. Payment of the purchase price shall be made exclusively to the account specified overleaf. The deduction of a discount is only permissible with a special written agreement. Unless otherwise agreed, the purchase price is payable within 21 days after invoicing.

VI Conclusion of contract

All offers are subject to change and non-binding. Orders shall not become effective until they have been placed in writing by the customer and confirmed in writing by Cofa-Info.

VII Contract Compliance and Modification

Cofa-Info reserves the right to make the following changes to the service after the contract has been concluded - provided that these changes are reasonable for the client: Changes in performance that become necessary for the continuous further development and improvement of the products and minor deviations in color, design, dimensions, weights or quantities, as well as deviations customary in the trade, which may be due to materials, for example.

In the event that the Client's change requests significantly exceed the contractually agreed services (e.g. deadlines, remuneration, etc.), the contract shall be amended in writing without delay.

VIII Performance and Fee

Unless otherwise agreed, Cofa-Info may request the fee for each individual service as soon as it has been performed. Cofa-Info is entitled to request advances to cover its expenses (e.g. external costs such as postage).

The prices quoted in Cofa-Info's offers are subject to change and are payable net without deduction. A contractual obligation shall only come into effect with the prices listed in the order confirmation.

Price increases are permissible after conclusion of the contract, provided that new costs arise due to unforeseeable necessities and if Cofa-Info is not in default of delivery or performance at that time. In the event of cost increases that exceed the quoted prices by more than 20%, the customer has the right to withdraw from the contract.

However, this right does not apply if the price-increasing influences occur during a delay in delivery for which the customer is responsible. A right of withdrawal shall also be excluded if the price increases are caused by changes to the contract on the part of the customer.

All other payments such as material and production costs as well as fees are due without deduction immediately after invoicing, unless otherwise agreed. Discount deductions are generally not permitted without a separate agreement.

If the customer is in default of payment, he shall pay default interest in the amount of 5% above the respective discount rate of the Deutsche Bundesbank, in each case plus value added tax.

The default interest shall be set higher or lower if Cofa-Info proves a charge with a higher interest rate or the Customer proves a lower charge. The contracting party

may only offset Cofa-Info's claims if Cofa-Info's counterclaim is undisputed or a legally binding title exists.

The Client may only assert a right of retention insofar as it is based on claims arising from this contractual relationship.

IX Placing of Orders with Third Parties

Cofa-Info is entitled to perform the assigned work itself or to commission third parties to do so. Cofa-Info is also entitled to place orders for the production of advertising material, which Cofa-Info is contractually involved in creating, on behalf of the client. The client hereby expressly grants the corresponding power of attorney.

Orders to advertising media shall be placed by Cofa-Info in its own name and for its own account. If volume discounts are claimed, the client shall receive an additional charge, which shall be due immediately, if the discount or scale requirements are not met. Cofa-Info is not liable for defective performance of the advertising media.

X Acceptance, Transfer of Risk

Upon acceptance of the service, the risk shall pass to the client. If acceptance does not take place at Cofa-Info, the risk shall pass to the client as soon as the service has been handed over to a transport person. Transport costs shall be borne by the Client. Delivery deadlines shall only be binding if the Client has duly fulfilled any obligations to cooperate (e.g. procurement of documents, approvals).

Templates and drafts provided by Cofa-Info are only binding in terms of color, image or sound design if their corresponding possibility of realization is confirmed in writing by Cofa-Info. Competition law reviews are only the responsibility of Cofa-Info if this has been expressly agreed.

XI Property rights and copyright/rights of use

Property rights, copyrights (in particular signing rights), exploitation rights and other rights, in particular industrial property rights (design patents, etc.), to all of the contractual services and contractual products made available to the Client by Cofa-Info within the framework of the contract (in particular to templates, concepts, graphics, sketches, photographs, prints, samples, models, etc.) shall remain with Cofa-Info to the extent that they have not been transferred to the Client within the framework of the individual contract or the Client has been permitted to use them.

Subject to special contractual provisions, the Client shall receive from Cofa-Info the rights of use in connection with the work delivered.

for his own purposes, subject to the terms of the contract. The Client is not entitled to grant rights of use (licenses) to third parties without our consent.

Contractual products and contractual services to which Cofa-Info does not hold copyrights or industrial property rights also constitute our know-how and may only be used by the Client in accordance with the contractual agreement made with him or only to the extent that this is necessary to achieve the purpose of the contract.

Customer undertakes to retain unchanged the protective notices contained in Cofa-Info contractual services and products, such as copyright notices and other reservations of rights, and to include them in unchanged form in all complete or partial copies made by Customer in accordance with the contract.

The client undertakes to use the contractual services and contractual products only for the agreed purposes, not to reproduce them, pass them on, sell them or make them available to third parties or exploit them for third parties.

For each case of culpable infringement of the above provisions, the Client shall be obliged to pay a contractual penalty amounting to twice the gross invoice amount of the order affected by the infringement. Cofa-Info reserves the right to claim any further damages.

Cofa-Info is entitled to at least 10 free copies of the designed advertising material, provided that the customer's cost price does not exceed € 1,000. If the cost price exceeds € 1,000, Cofa-Info must pay the excess amount to the client if the client insists on receiving the free copies.

If Cofa-Info waives the free copies, the Client is entitled to reproducible photographs in color and black and white in the form of slides and paper photographs.

XI Legal protection

The risk of the legal admissibility of the advertising measures proposed by Cofa-Info shall be borne by the Client. This shall apply in particular in the event that the advertising measures violate the provisions of competition law, copyright law and special advertising laws.

However, Cofa-Info is obligated to point out legal risks if these become known during the preparation. Beyond that, Cofa-Info assumes no liability and shall be exempt from any claims of third parties by the Client.

In no event shall Cofa-Info be liable for any statements made in the advertising about the client's products and services, and Cofa-Info shall be indemnified against any claims by third parties on the part of the client.

Cofa-Info is also not liable for the patent, design, copyright and trademark protection or registrability of the ideas, suggestions, proposals, concepts, designs, etc. delivered within the framework of the individual contracts.

The Client shall notify Cofa-Info in writing of any legal concerns prior to the distribution or switching date, but no later than within two weeks after the conception has been announced. If this notification is not made, Cofa-Info shall assume that the legal harmlessness has been examined and determined.

XII Warranty (Compensation)/Liability

Cofa-Info must be notified in writing of any defects immediately, but no later than within eight days after they become apparent upon careful inspection. Cofa-Info shall then inform the customer whether the contractual products or parts thereof which are the subject of the complaint are to be returned to Cofa-Info at Cofa-Info's expense or whether the customer is to wait until Cofa-Info collects them from the customer or until they are inspected on site.

In the event of a defect for which Cofa-Info is responsible, Cofa-Info shall be entitled, at its option, to remedy the defect or to repair or replace the defective product. Cofa-Info shall also be entitled to have rectifications carried out by third parties. Replaced parts shall become Cofa-Info's property.

The customer shall not be entitled to any further rights for replacement deliveries and rectification work than for the original contractual products. If delivery or acceptance is delayed for reasons for which the Client is responsible, Cofa-Info's liability shall expire no later than 12 months after the transfer of risk.

In the event of failure or impossibility of rectification or replacement, the Client shall be entitled to demand, at his option, a reduction of the remuneration or rescission of the contract, whereby his choice shall also be made with due regard to the interests of Cofa-Info.

The Client shall also be entitled to this right in the event of culpable failure of Cofa-Info to remedy the defect.

Unless otherwise stated below, any further claims of the Client - irrespective of the legal grounds - shall be excluded. Cofa-Info shall therefore only be liable for damage to the contractual products themselves; in particular, Cofa-Info shall not be liable for loss of profit or any other financial losses of the customer.

The above exemption from liability shall not apply if the cause of the damage is due to intent or gross negligence on the part of Cofa-Info's managing directors and vicarious agents; in the case of atypical and unforeseeable damage or damage that is within the control of the customer, however, Cofa-Info's liability in this respect is limited to 20% of the invoice value of the order affected by the breach of duty.

In the event of slight negligence, Cofa-Info shall in principle not be liable, except in the case of breach of principal obligations. This liability is limited to the invoice value of the delivery affected by the breach of duty and is excluded in the case of unforeseeable and atypical damages and damages that are under the control of the Customer.

The exemptions from and limitations of liability shall not apply if the customer claims damages for non-performance due to the absence of a warranted quality.

The warranty period is 2 years. This period is a limitation period and also applies to claims pursuant to § 437 No. 3 BGB (German Civil Code) for compensation for consequential harm caused by a defect.

XIII Joint and Several Liability

To the extent that Cofa-Info's liability for damages is excluded or limited, this shall also apply, without regard to the legal nature of the asserted claim, to other claims for damages, e.g. for culpa in contrahendo, in cases of culpable poor performance and breach of collateral duties, as well as to claims in cases of non-contractual liability, such as tort.

contract, in cases of culpable poor performance and breach of ancillary obligations, as well as for claims in cases of non-contractual liability, such as tort.

This provision shall not apply to claims under §§ 1, 4 of the Product Liability Act. The same shall apply in the event of initial inability or impossibility for which Cofa-Info is responsible.

Insofar as Cofa-Info's liability is excluded or limited, this shall also apply to the personal liability of Cofa-Info's employees, representatives and vicarious agents.

XIV Confidentiality

Cofa-Info shall be obligated to maintain secrecy vis-à-vis third parties with respect to the content and scope of the work to be performed for the client and shall not be entitled to make available to third parties any of the client's materials made available to Cofa-Info in the course of the execution of an order; these materials shall also be kept secret from third parties.

XV Marking

Cofa-Info shall be entitled to refer to Cofa-Info and, if applicable, to the originator on all advertising materials and in all advertising measures, without the client being entitled to any remuneration for this.

XVI Approval by the Client

All services provided by Cofa-Info (in particular all preliminary drafts, sketches, final artwork, proofs, color proofs, etc.) must be checked by the Client and approved within three days. If they are not released in time, they shall be deemed to have been approved by the client.

The Client shall in particular have the legal admissibility of the agency's performance checked, especially with regard to competition and trademark law. Cofa-Info shall arrange for an external legal review only at the written request of the Client. The Client shall bear the associated costs.

XVII Deadlines

Failure on the part of Cofa-Info to meet deadlines shall entitle the Client to assert the rights to which he is entitled by law only after he has granted Cofa-Info a grace period of at least 14 days. This period shall commence upon receipt of a reminder letter by Cofa-Info.

An obligation to pay damages under the title of default shall only exist in the event of intent or gross negligence on the part of Cofa-Info. Unavoidable or unforeseeable events - in particular delays on the part of Cofa-Info's contractors - shall in any case release Cofa-Info from compliance with the agreed delivery date.

XVIII Prohibition of Competition

We shall only enter into non-competition clauses in favor of the client on the basis of a special contractual obligation.

XIX Place of Jurisdiction and Applicable Law The place of jurisdiction for all obligations arising from the contractual relationship - also for matters relating to bills of exchange and checks - shall be determined by the registered office of of Cofa-Info (District Court Landgericht Frankfurt/Oder).

For all rights and obligations arising out of the contractual relationship between Cofa-Info and contractual relationship between Cofa-Info and the client shall be governed exclusively by the laws of the Federal Republic of Germany excluding the CISG (United Nations Convention on Contracts for the the International Sale of Goods; United Nations Convention Nations Convention on Contracts for the International Sale of Goods of 11.04.1980) shall apply.

Should any provision in these terms and conditions or any provision of other agreements is or becomes invalid, this shall not affect the validity of all other provisions or agreements shall not be affected thereby.

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