

GENERAL TERMS AND CONDITIONS

§ 1 Scope of Application

These General Terms and Conditions ("GTC") apply to services provided by VIRTUOS4U GmbH ("Contractor") to legal entities or natural persons ("Customer"). Any terms and conditions of the Customer that conflict with or deviate from these Terms and Conditions shall only be recognized by the Contractor with its express written consent. The current and binding version of these Terms and Conditions is published on the VIRTUOS4U website at www.virtuos4u.com.

These terms and conditions shall also apply to all future business transactions with the Customer, insofar as legal transactions of a related nature are concerned.

Licensing of software from the manufacturer Bentley Systems and all rights, obligations and services related thereto are contracted directly with Bentley Systems. In this case, VIRTUOS4U has only the role of an intermediary.

§ 2 Offer and Conclusion of Contract

If an order is to be regarded as an offer pursuant to §145 of the German Civil Code (BGB), the Contractor may accept it within two months.

§ 3 Duty of cooperation of the client

The Principal shall ensure that the Contractor is provided with all documents necessary for the performance of its activities in a timely manner, that it is provided with all information and that it is informed of all processes and circumstances. This shall also apply to documents, processes and circumstances which only become known during the Contractor's activities.

At the request of the Contractor, the Customer shall confirm in writing the correctness and completeness of the documents submitted by him as well as his information and verbal statements.

§ 4 Confidentiality, Data Protection

The Contractor shall be obligated to maintain secrecy about all information that becomes known to him in connection with his work for the Customer, regardless of whether this concerns the Customer himself or his business relations, unless the Customer releases him from this obligation to maintain secrecy.

The Contractor shall be obliged to process or have processed personal data entrusted to it only within the scope of its activities in connection with the present contract. If third parties are involved, the Contractor must impose the same obligations on the subcontractor accordingly.

The Customer expressly consents to the use of its data by the Contractor also for the purposes of sales promotion and information about products sold by the Contractor and its services, in particular via promotional e-mails and e-mail newsletters, etc. However, the Customer may at any time prohibit the use of its data for purposes of sales promotion and information.

§ 5 Surrendered documents

The Contractor reserves the property rights and copyrights to all documents provided to the Customer in connection with the placement of the order, such as calculations, presentations, concepts, images, etc.. These documents may not be made accessible to third parties unless the Contractor gives its express written consent to this effect to the Customer.

§ 6 Prices, invoicing and payment

The prices agreed in the accepted offer shall apply.

Travel and accommodation costs shall be reimbursed to the Contractor in the proven amount and expenses in accordance with the maximum tax rates.

Invoicing shall be made as a total invoice or as a partial invoice per offer item. Particularly in the case of delayed completion caused by the client, services already rendered will be invoiced as a partial invoice. At the time of full payment, the ownership rights of the service rendered shall pass to the client.

Payment of the invoice amount shall be made exclusively to the following account:

FIRST Bank
IBAN DE12 100 100 1000 634 411 49
BIC PBNKDEFF
Account holder: VIRTUOS4U GmbH

The invoice amount is due without deduction no later than seven days after invoicing.

Default interest will be charged at a rate of 8.0% above the respective base interest rate p.a.. The assertion of a higher damage caused by delay remains reserved.

Additional cost charges that may be levied in the future in the Contractor's or the Client's country on the conclusion or execution of this Agreement and any and all addenda shall be borne by the Client.

§ 7 Delivery time

Compliance with the delivery time agreed in writing between the Principal and the Contractor shall be conditional upon the timely and proper fulfillment of the Principal's obligations. The defense of non-performance of the contract remains reserved.

If the Customer culpably violates his obligations to cooperate, the Contractor shall be entitled to demand compensation for the damage incurred by him in this respect, including any additional expenses. The delivery time is automatically extended by the delay caused by the client. Further claims remain reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the Customer at the point in time at which the Customer is in default of acceptance or debtor's delay.

In the event of a delay in delivery not caused by him intentionally or by gross negligence, the Contractor shall be liable for each completed week of delay within the scope of a lump-sum compensation for delay in the amount of 3 % of the delivery value, but not more than 15 % of the delivery value.

Further legal claims and rights of the purchaser due to a delay in delivery remain unaffected.

§ 8 Retention of Title

The Contractor shall retain title to the delivered goods and services until all claims arising from the delivery contract have been paid in full. This shall also apply to all future deliveries, even if the Contractor does not always expressly refer to this. The Contractor shall be entitled to take back the purchased performance if the Customer acts in breach of the contract. The Contractor undertakes to release the securities to which it is entitled at the request of the Customer insofar as their value exceeds the claims to be secured by more than 20%.

§ 9 Publication

With his order, the Customer agrees that the Contractor as well as his legal successors may use the resulting work and parts thereof for the purpose of self-promotion. This concerns, for example, presentations, printed matter, website and professional articles. A temporal, medial or spatial limitation does not exist. The publication takes place after written agreement of the client.

§ 10 Warranty and notice of defects as well as recourse/manufacture recourse

Warranty rights of the client presuppose that he has duly fulfilled his obligations to inspect and give notice of defects according to § 377 HGB (German Commercial Code).

Claims for defects shall expire three months after delivery of the services supplied by the Contractor.

If, despite all due care and attention, the delivered goods or services show a defect which was already present at the time of the transfer of risk, the Contractor shall always be given the opportunity to remedy the defect within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above provision without restriction.

Claims for defects shall not exist in the case of only insignificant deviations, such as from the agreed scope of performance, or in the case of only insignificant impairment of usability. If the customer or third parties make improper changes, there shall also be no claims for defects for these and the resulting consequences.

§ 11 Term of Contract / Termination

The contract shall become effective upon signature and shall end upon provision of the agreed services.

Each party is entitled to terminate the contract with a notice period of 4 weeks to the end of the month. The right to terminate without notice for good cause shall remain unaffected.

Terminations must be made in writing to be effective.

§ 12 Miscellaneous

This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is Darmstadt.

All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

Severability clause: Should individual provisions of this contract be or become invalid or contain a loophole, this shall not affect the remaining provisions. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills this gap.