

I. Scope of Application

1. If effectively included, these GTC apply to all contracts concluded by companies of the Akarion Group ("Akarion") with companies ("Customers") regarding Applications and products of Akarion, in particular regarding the provision and use of Licenses for products offered by Akarion and regarding support, consulting, implementation or maintenance services as well as seminars/trainings offered by Akarion.
2. Individual contractual agreements, which are contrary to or supplement these GTCs, take precedence over these GTCs if they are confirmed in writing.
3. In their actual binding version these GTC also apply to future contracts concluded between Akarion and the Customer, without the need for renewed incorporation.
4. Akarion is entitled to modify these GTC at any time with effect for the future. The Customer will be informed of any change at least in text form (e.g. via email) within 6 weeks. If the Customer does not object to Akarion in writing within 6 weeks of receipt of the notification of change - notification by email to the agreed address is sufficient - the amended GTC are deemed to have been accepted by the Customer.
5. If the Customer objects to the amendment of these GTC, Akarion is entitled to terminate the contract by giving one month's notice to the end of a calendar half-year. In this case, the most recently agreed GTC continue to apply until termination of the contract.
6. If changes occur after conclusion of the contract - for example changes in the applicable law - which Akarion could neither foresee nor influence, Akarion is entitled to unilaterally adjust these GTC accordingly, i.e. without the Customer's consent. This also applies if, after conclusion of the contract, gaps in the contract become apparent which considerably disrupt the relationship between services offered and compensation. The Customer shall be informed of such adaptations at least in text form.

II. Definitions

1. **"Application/s"** means all software products developed and licensed by Akarion that are accessible via the internet or otherwise made available to the Customer/User by Akarion.
2. **"Customer"** is the person with whom Akarion has concluded a contract for the use of the Applications offered.
3. **"User"** is a natural person clearly identified by the Customer who uses the Applications by means of a License acquired by the Customer.
4. **"License"** means the right granted to a User to use an Application for the duration of the subscription period contractually agreed between Akarion and the Customer.
5. **"Update"** is a version of the Application, which includes small functional changes/improvements or the correction of Errors.
6. **"Upgrade"** means the extension of the Applications by new modules or features.
7. **"Login Details"** means the data associated with a User, consisting of an email address and a password, by means

of which the User can verify and access/use its License relating to the relevant Application.

8. **"Order"** means a Customer's binding request for Licenses for an Application and/or other services offered by Akarion.

III. Conclusion of contract and test phase

General provisions

1. All 'offers' from Akarion, whether in writing, orally, on Akarion's websites, in advertising brochures or catalogues, are always subject to confirmation and represent a non-binding prompt to place an appropriate order.
2. The not-binding 'offers' of Akarion are directed only at enterprises, which place the corresponding order in the context of their business activity.
3. A contract is concluded if and as soon as Akarion accepts the order in writing or by email.
4. Akarion accepts orders exclusively from companies that conclude the relevant transaction within the context of their business activity.
5. Akarion reserves the right to refuse to conclude a contract at any time without stating reasons.

Online Registration for Applications

6. By registering online for an Application, the Customer assures Akarion that all data concerning himself and the Customer's company transmitted in the course of the registration itself as well as within the account created are complete and correct. The Customer further ensures, that the Customer acts as a company in course of their business activities towards Akarion.
7. The initial online registration of each User for Applications constitutes an order for the use of a (free) test phase. This is different regarding the plans "Free" of the Applications. Here, the online registration constitutes a request for the completion of an indefinite contract of use. In this case, Akarion will accept the order by sending a corresponding confirmation by email or by activating the corresponding License.
8. Upon sending the confirmation, a (free) test phase begins for the Application selected during registration in the selected plan. This free test phase ends after the time specified during registration, without Akarion or the Customer having to terminate the contract and may only be claimed once per User. In case of the plan "Free" of the Application, an indefinite contract is concluded by sending of the confirmation.
9. After the end of the test phase, the Customer does not automatically enter a continuing contractual relationship (subscription). The User will be informed by email about the end of the test phase and requested to submit an order for further use (subscription) on behalf of the Customer by specifying the Customer's billing data and selecting a method of payment (annual/monthly). If the User does not comply with this request, his Login Details will be blocked at the end of the test phase. At the earliest 30 days after the end of the test phase, Akarion will delete the Login Details and the content entered in the relevant Application.

10. If the Customer decides to continue using the Application (subscription), a contract will be concluded if and as soon as Akarion sends a corresponding (payment) confirmation - usually by email.

Individual Orders

11. Individual orders - e.g. those which follow an 'offer' personally addressed to a potential Customer or which relate to other services provided by Akarion - are deemed accepted if Akarion confirms this to the Customer at least in text form or activates the corresponding Licenses for the Customer. By submitting the order, the Customer expressly agrees to these GTC.
12. Akarion may also grant the Customer a free test phase for individual orders concerning Akarion Applications. In these cases, the paid subscription will begin after this period has expired without the need for any further action.

Trainings/Seminars/Webinars

13. In the case of paid trainings, Akarion usually sends the corresponding invoice together with the confirmation of registration. In these cases, the Customer expressly agrees to these GTC with the registration. Akarion may make participation dependent on prior receipt of payment.

IV. Contract Term Extension / Termination

1. License agreements regarding Applications - with the exception of the free test phase after initial online registration and with the exception of the usage agreements regarding the "Free" plans - as well as support and maintenance agreements are automatically extended by the agreed subscription period, unless the Customer objects to the extension within the current subscription period or Akarion objects to the extension at the latest one month before the end of the current subscription period. The receipt of the corresponding declaration by the respective other party is deemed to follow the time limit. Upon objection of a contracting party the corresponding Licenses expire at the end of the subscription period, the corresponding Login Details are blocked at the end of the subscription period and the Login Details and the content entered in the corresponding Application are deleted by Akarion 30 days after the end of the subscription period at the earliest.
2. If minimum purchase quantities apply to the selected plan of an Application, this minimum purchase quantity may not be undercut due to objections regarding the extension of individual licenses.
3. License agreements concerning the plan "Free" of an Application, are concluded indefinite. Such contracts can be terminated by the Customer at any time, by Akarion with one month's notice to the end of a calendar half-year. Akarion will make use of the right of ordinary termination in particular if no user-activity is recorded over a longer period of time. The termination results in the deletion of the Login Details and the content entered in the relevant Application after 30 days at the earliest.
4. The Customer and Akarion have the right to terminate the contract for cause at any time.

V. Services of Akarion

General provisions

1. The services owed by Akarion result from the Order accepted by Akarion and these General Terms and Conditions. Statements and explanations by Akarion in advertising materials and on websites are to be understood as a description of the quality, not as a guarantee or assurance of a quality.
2. Any shipment is made at the expense and risk of the Customer.
3. Akarion is entitled to use third parties to fulfil its obligations or to provide the services owed by Akarion and to transfer its obligations to third parties completely, provided that the level of service offered by Akarion is not reduced thereby.
4. If the conclusion of an order processing agreement is legally necessary for the service owed by Akarion, Akarion is entitled to refuse the service until the conclusion of the corresponding contract, with continued payment obligation according to the order, if the Customer refuses to conclude such an order processing contract without good reason. If no agreement can be reached with regard to the conclusion of a legally required order processing agreement, both parties may terminate the contractual relationship at any time.

Applications

5. In accordance with the order, the applicable **Software Terms of Use and Licenses** and these GTC, the Customer receives the simple, non-exclusive right to use the Application subscribed, including the associated documentation, for the agreed number of Users in the form of Licenses, limited to the subscription period agreed.
6. Akarion provides the Customer with Licenses for the Application subject to the contract, to the contractually agreed extent, for the contractually determined use which is concretized by the **Software Terms of Use and Licenses** in their respective valid version and provide the contractually agreed support services.
7. Each License acquired by the Customer is assigned to a specific User, identified by individual, personal Login Details, when used for the first time. An exchange of Users is possible within the Applications.
8. Without the express written consent of Akarion, the Login Details allocated to a User may not be rented, leased, lent, sublicensed or otherwise made available to a third party.
9. Akarion can and will only provide Licenses and the corresponding Login Details, if the respective **Software Terms of Use and Licenses** in the currently valid version are accepted by the User. If a User does not accept the **Software Terms of Use and Licenses**, or if the User contradicts the amendment of the **Software Terms of Use and Licenses**, Akarion is entitled to block the respective License or the respective User Access, with continuing payment obligation according to the order. In this case, the Customer has the right to terminate the corresponding Licenses at any time.
10. In case of violation of the **Software Terms of Use and Licenses**, Akarion is entitled to block the User without prior notice at any time with continuing payment obligation

- according to the order. In this case, the Customer has the right to terminate the corresponding Licenses at any time.
11. Akarion takes all reasonable measures to ensure a reliable and safe operation of the Applications. However, due to the complexity of the Applications and the use of third-party components, Akarion cannot guarantee a permanent full availability of the Applications.
 12. If Akarion recognizes attacks to the Applications or a threat to the operation of the same, Akarion is entitled to immediately take all necessary steps to defend itself against the attacks or threats, even if the operation or accessibility of the Applications is temporarily restricted in whole or in part as a result. In such cases, Akarion shall immediately inform the Customer accordingly.
 13. The installation and maintenance of Applications as well as support relating thereto shall only be subject matter of the contract if this has been expressly agreed in writing.
 14. The Customer must independently and at its own responsibility and expense create all the conditions necessary for the use of the Applications. The provision of the system requirements, the infrastructure and the telecommunications connection between the Customer and Akarion is not the object of Akarion's performance.
 15. Akarion expressly points out that all templates and samples provided in Applications require individual adaptation and revision by the Customer or the User.
 16. Insofar as products or their suppliers are named in the templates and samples, these are examples. The naming or non-naming of individual suppliers and products does not imply any valuation and has no advertising or derogatory character.
 17. Akarion is entitled to release Updates.
 18. The provision of Updates, as well as the determination of the time of provision thereof, is at the sole discretion of Akarion.
 19. If Akarion provides Upgrades or makes Upgrades available to the Customer/User, this is done voluntarily and at the sole discretion of Akarion and does not constitute any claim to the future provision or use of Upgrades.
 20. Akarion is entitled to extend the functions of the Applications by means of Updates or Upgrades. Akarion is also entitled to change or restrict the functions of the Applications by means of Updates, insofar as this serves the purpose of technical progress, this is necessary to prevent misuse, or Akarion is obliged to do so due to legal obligations. If the contractual use of the Application by the Customer or the Users is not only insignificantly impaired by the change of the scope of functions, the Customer is entitled to terminate the License agreement at any time. Such termination results in the blocking of the relevant Licenses and in the deletion of the Login Details and the contents entered in the relevant Application by Akarion at the earliest 30 days after the end of the contract.
- Rectification of Errors in Applications**
21. Akarion shall remedy errors in the Applications within a reasonable period in accordance with the classification of the errors (see below), after Akarion has become aware of the existence of an error.
 22. "Errors" are deemed to be characteristics of the Applications which cancel or more than insignificantly restrict the suitability for use in accordance with the contract or the fact that the Application lacks an agreed characteristics (the information in the product information sheet of the respective current version of the Application in German language shall be decisive here) or a contractually guaranteed characteristics is omitted without this being due to a necessary Update.
 23. "Class 1 Errors" are deemed to be such Errors which neither restrict the operation nor the basic functionality of the Application (e.g. graphic errors, color errors, text errors).
 24. "Class 2 Errors" are deemed to be such Errors due to which the operation or use of the basic functionality of the Application is not possible without interruption (e.g. partly no successful data storage, individual functions of a module cannot be used, individual License keys are not recognized).
 25. "Class 3 Errors" are deemed to be such Errors due to which the operation or use of the basic functionality of the Application is not possible at all, so that the it cannot be used (e.g. modules cannot be opened, after an Update the operation of the Application is completely disrupted).
 26. Akarion shall inform the Customer by email of any class 2 and 3 defects discovered by itself or by third parties, which may have an effect on the use of the Application by the Customer or the Users.
 27. If the Customer suspects an Error, the Customer must inform Akarion as detailed as possible, providing information about the system configuration used and the operational environment of the Application, and handing over the necessary documentation about the proof of the suspected Error to Akarion ["qualified notification"]. Notifications by telephone should be made to: [+43 732931637501](tel:+43732931637501), notifications by email to: support@niosuite.com. Akarion will inform the Customer by email of any change in the relevant contact details.
 28. Akarion shall investigate suspected Errors as soon as possible.
 29. Akarion will remedy any Class 1 Error that is detected as soon as possible.
 30. In case Class 2 Errors are detected, Akarion shall, provided that the qualified notification was made before 12:00 a.m. on a working day (Monday - Friday, except Austrian bank holidays), begin with the correction of the Error on the same calendar day, otherwise at the beginning of the next working day, and shall continue with the correction of the Error until the Error is corrected within the usual working hours (Monday - Friday 09:00 a.m. - 05:00 p.m.). If Akarion is demonstrably unsuccessful in rectifying such an Error, the Customer is entitled to a reasonable reduction in the License fee.
 31. In case Class 3 Errors are detected, Akarion shall commence immediately, at the latest within 4 hours of receipt of a qualified notification, provided that this takes place on a working day (Monday - Friday, except for Austrian bank holidays), otherwise at the latest at the beginning of the next working day, with the rectification of

the Error and shall continue to do so emphatically until the Error has been rectified, insofar as this can reasonably be expected outside of normal working hours (Monday - Friday 09:00 a.m. - 05:00 p.m.). If Akarion is demonstrably unsuccessful in rectifying an established Class 3 Error, the Customer is entitled to a reasonable reduction of the License Fee or to terminate this agreement at any time.

32. The provision of a corrected version of the Service by way of an Update as well as the notification of a way to avoid the occurrence of the Error or to avoid the consequences of the Error is deemed to be the rectification of an Error.
33. If Akarion establishes that Errors of the Application suspected by the Customer and reported by him or the Users are due to input errors or improper or unauthorized use of the Application by the Customer or the Users authorized by him, the Customer must compensate Akarion for the time spent on the investigation of the suspected Error in accordance with the currently valid hourly rate of Akarion.

VI. Pricing and terms of payment

1. All prices quoted are - unless otherwise expressly stated - always in Euro and plus the statutory value added tax applicable at the time of performance.
2. For Licenses and other services offered by Akarion, as well as for any travel costs and expenses which may be incurred, the actual price list of Akarion at the time of the performance applies.
3. Akarion is entitled to change the price list at its own discretion. Akarion shall inform the Customer of the changes in the list prices at least three months before the start of the relevant period of validity. In any event, any price changes only come into force for a Customer if existing contracts are extended by means of the subscription period or by additional Licenses, if the plan of the subscribed Application is changed at the request of the Customer, or if the method of payment (annual/monthly) is changed at the request of the Customer.
4. Individually agreed prices are only valid for the respective specifically designated order. They do not constitute a claim to identical/corresponding prices for future orders, contract extensions, order changes or order extensions.
5. The price agreed for the subscription period in respect of an Application or agreed for other services offered by Akarion must always be paid in advance. This also applies to any subsequent extension periods. Deductions are not granted.
6. In case of invoicing based on time (hours), travel time shall be invoiced as expenditure at a ratio of 2:1.
7. Invoices are payable inclusive VAT and without deductions within 14 days of receipt of the invoice for payment via means of payment offered by Akarion. In case of doubt, invoices are deemed to have been received on the third day following the invoice date.
8. If an order comprises several services, Akarion is entitled to issue separate invoices for individual (partial) services.
9. If a service cannot be provided by Akarion in whole or in part - for reasons for which the Customer or a User specified by the Customer is responsible - or cannot be

provided on time, the payment obligations shall continue to exist, less any expenses actually saved.

10. A set-off of the Customer against payment claims of Akarion is only permissible if the corresponding claim of the Customer has been recognized by Akarion or has been legally established.

VII. Dates of provision, delivery and performance, consequences of non-compliance

1. Dates or periods of provision, delivery and performance are only binding for Akarion if these have been expressly designated as binding by Akarion in writing.
2. Akarion is only bound by agreed provision, delivery and service dates and periods, if the relevant payments of the Customer have been made in full and in time and/or other obligations of the Customer have been fulfilled in time. Otherwise, the deadlines applicable to Akarion shall be extended accordingly.
3. If Akarion does not deliver or perform for other reasons, the Customer is entitled to set a reasonable period of grace of at least 14 days and, if this period of grace expires without result, to withdraw from the contract.
4. After giving the Customer appropriate notice in advance, Akarion shall be entitled to make early delivery or performance at its own discretion.
5. The Customer shall be in default of acceptance if Akarion unsuccessfully offers the delivery or service for the first time.
6. If the Customer is in arrears with a payment, Akarion is entitled, after a qualified reminder, to withhold its own service - e.g. to block the Customer's access to the Application and to block all Users created by the Customer or assigned to it - and to demand interest on arrears in the amount of eight percentage points above the base interest rate, until the payment has been received or the other performance obligation has been fulfilled. The assertion of any other claims for default of payment remain unaffected.
7. If the Customer has chosen direct debit as means of payment, the Customer must bear the costs which arise due to non-payment or back posting of the direct debit due to lacking account coverage. This includes the fees charged by the payment service provider and the costs of notification.

VIII. Liability

General Provisions

1. All limitations and restrictions of liability listed below do not apply to cases of culpable injury to life, body and health of natural persons by Akarion, and furthermore not to the mandatory liability of Akarion under the Product Liability Act.
2. Errors in the respective Application or other service, which the Customer has discovered or should have discovered in the normal course of business after provision of the service by Akarion, must be reported to Akarion by the Customer immediately, however, four weeks after provision of the service at the latest, by means of a qualified notification. Notwithstanding the provision in para. 1 of this section,

the warranty and other liability of Akarion for Errors not reported in time shall cease to apply.

3. Irrespective of the legal basis but notwithstanding the provision in para. 1 of this section, Akarion shall only be liable for intentional or grossly negligent breaches of duty.
4. Akarion shall otherwise only be liable for slight negligence in case of breach of an obligation the observance of which is of particular importance for the achievement of the purpose of the agreement (cardinal obligation/essential contractual obligation) and limited to such damages which were typically foreseeable at the time of the conclusion of the contract. The liability for damages shall only apply to damages resulting directly from a breach of the contractual obligation.
5. Akarion is liable in accordance with paras. 3 and 4 of this section for corresponding breaches of duty by its legal representatives and other vicarious agents.
6. In principle, Akarion is not liable for damages, the causes of which do not lie within the area of responsibility of Akarion. Examples - but not exhaustive - of this are: force majeure, strikes, official measures, failure of transmission means or other disturbances. Akarion is not liable for circumstances which lie within the area of responsibility of the Customer, a User or a third party not commissioned by Akarion.
7. Notwithstanding the provisions of para. 1 of this section, all liability claims of the Customers against Akarion shall become statute-barred within one year from the time the claim arose and the Customer became aware of the circumstances giving rise to the claim, or the Customer could have become aware of them by exercising reasonable care.

Applications

8. Subject of the warranty is the respective Application exclusively in the latest version delivered/made accessible by Akarion.
9. Errors in the Application, which can be traced back to subsequent interventions or improper handling by the Customer, a User or any other third party as well as Errors in the operating system used, in obsolete and unsupported browser versions or any third party products shall not be subject to the warranty
10. According to the current state of the art, the occurrence of errors cannot be completely excluded. The contractual product and the subject of the warranty is therefore only an Application that is basically usable in the sense of the respective operating instructions and the valid product description.
11. Akarion is entitled, at its own discretion, to remedy Errors by providing an Update or Upgrade, or to carry out such changes to the Application which become necessary as a result of Errors, without additional costs for the Customer, insofar as this does not result in the contractual service being changed more than only insignificantly. As stated above, the notification of a workaround shall also be deemed to be the rectification of an Error.
12. The Customer is responsible to monitor the Applications (product monitoring obligation). The Customer is obliged to notify Akarion of all Errors in the Applications or dangers

in connection with their use immediately after they have been identified by means of a qualified notification. Akarion is not liable for damages resulting from breaches of the product monitoring obligation or the obligation to notify.

13. All templates and samples available in Applications have been created with reasonable care and as a support for the Users of the respective Applications. However, Akarion cannot guarantee the accuracy, completeness, timeliness or quality of the content provided. No legal advice is given to the Customer or the User. In this respect, liability claims against Akarion or the persons who created the templates and samples are excluded.
14. The User shall be exclusively responsible for the use of the Applications, the proper and lawful processing of data within the Applications by the User, their correctness as well as the results achieved within the Applications. In this respect, Akarion shall not be liable.

NioBase / NioSuite Data Protection

15. NioBase / NioSuite Data Protection is designed for a wide range of applications in the field of data protection management and in connection with the EU General Data Protection Regulation (EU-GDPR and other legal basis concerning privacy), but cannot take into account every conceivable application in all details due to application modalities that cannot be foreseen in advance. For this reason, a possible restriction of use of NioBase/ NioSuite Data Protection that does not consider every application case does not represent an Error.

NioSuite Information Security

16. NioSuite Information Security is designed for a wide range of applications in the field of information security management and in connection with ISO27001:2013, but cannot take into account every conceivable application case in every detail due to application modalities that cannot be foreseen in all details in advance. For this reason, a possible use restriction of NioSuite Information Security that does not consider every use case does not represent an Error.

Open Source Components

17. The Applications offered by Akarion include the Open Source Components currently accessible under: <https://github.com/AkarionDevelopers/licences>. Akarion makes no promises whatsoever regarding the open source components listed there.
18. For these Open Source Components, the respective applicable license terms and conditions, accessible via: <https://github.com/AkarionDevelopers/licences>, apply in addition to these GTC and the **Software Terms of Use and Licenses** of Akarion.
19. Any liability of Akarion in connection with the Open Source Components of the Applications is excluded. Akarion is not liable for any use of the Applications by the Customer or a User which violates the applicable license terms and conditions.

IX. Rights to data

1. The data processed in the Applications by the Users are the property of the Customer. The Customer may at any time, in particular after termination of the contract, demand the surrender of individual or all data, without Akarion having any right of retention. The surrender of the data shall be in a machine-readable format. Akarion is not obliged to make the software suitable for the use of the data available to the Customer.
2. Regulations concerning the processing of personal data on behalf of the Customer are set in a corresponding contract (order processing agreement) before the start of the data processing on behalf of the Customer

X. Copyright

1. The rights concerning the respective contractual Application granted to the Customer and the Users are limited to those stated in the contract, in these GTC and the **Software Terms of Use and Licenses** and to the subscription period. The Customer and the Users are not granted any further rights, e.g. the right to copy, change, de-compile, etc. the Applications.
2. The Customer, third parties commissioned by him and the Users are not entitled to make any changes to the source code of the Applications.
3. The Applications contain protection notices (such as copyright notices and other legal reservations) which refer to the author of the software product. These protection notices are to be retained unchanged and may not be changed, removed or otherwise made illegible.
4. The Applications are secured by electronic license keys. This security system is part of the license material and is therefore protected by copyright in the same way as the Applications themselves.
5. The Customer, third parties commissioned by him and the Users are not entitled to make any kind of copies of the Applications. This includes the output of the source code to a printer, photocopying the documentation or essential parts thereof. The export of reports, insofar as this is available in the contractual plan of the Applications is excluded from this provision.

XI. Confidentiality

1. The contracting parties are obliged to maintain secrecy about all business secrets and confidential data and information of the respective other contracting party, which have become known to it - in whatever form - in the course of or in connection with the performance of a contract under these GTC -, not to pass them on to third parties and to use them exclusively for the contractually agreed purposes.
2. The obligation pursuant to para. 1 of this section shall continue to apply beyond the termination of the contract.
3. Confidential information and data within the meaning of this section are information, documents, data and information which are designated as such or which, by their nature, are to be regarded as confidential. This expressly includes all information concerning Customers, contractual partners or other business partners of the respective other party, including all data of it or concerning

- the persons named, for which the respective contractual party is subject to a confidentiality obligation of any kind.
4. The obligations pursuant to para. 1 of this section shall not apply if legal obligations require the disclosure of the information concerned, the information concerned is or was demonstrably already known to the public or has become known to the contractual partner by an authorised third party in a permissible manner.
5. The contracting parties undertake to also obligate their employees, vicarious agents and other persons involved in the execution of the contract in accordance with para. 1 of this section.

XII. Other

1. Akarion has a legitimate interest in informing the Customer by means of a newsletter about news concerning the Applications and other services of Akarion (e.g. updates, upgrades, security-relevant information, user information). The Customer can object to a corresponding use of their personal data at any time by clicking on the corresponding link within the newsletter or by sending a corresponding email to: datschutz@akarion.com.
2. All contracts concluded by way of online registration for Applications are deemed to have been concluded with Akarion AG, Munich - unless otherwise agreed upon individually - unless the Customer has its registered place of business in Austria. In this case, the contract is deemed to have been concluded with the Akarion GmbH Linz.
3. If the contract is concluded with the Akarion AG, Munich, it is subject to German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods and any national and international conflict of laws rules. The exclusive place of jurisdiction in this case is the registered office of the Akarion AG in 81675 Munich, Germany.
4. If the contract is concluded with the Akarion GmbH, Linz, it is subject to Austrian law with the exclusion of the UN Convention on Contracts for the International Sale of Goods and any national and international conflict of laws rules. The exclusive place of jurisdiction in this case is the registered office of the Akarion GmbH in 4020 Linz, Austria.
5. If any provisions or parts of these GTC are or become invalid, the validity of the remaining provisions shall not be affected. Akarion and the Customer shall replace the invalid provision by a legally permissible and valid provision which is suitable to achieve the economic sense and purpose intended by the invalid provision, or to come as close as possible to this.
6. Changes and additions, as well as the termination of contractual relationships with Akarion, are subject to the written form. This shall also apply to any waiver of the written form requirement.
7. In the event of deviations from versions in other languages, the German version of these GTC is binding.