

# GENERAL TERMS AND CONDITIONS

## OF ILNUMERICS GMBH

January 25<sup>th</sup>, 2019

1) These General Terms and Conditions –hereinafter referred to as “Conditions” – shall apply exclusively for all business transactions including future transactions.

Differing or contrary conditions of interested persons and users of ILNumerics products and services, -hereinafter referred to as “customer”, shall not apply except if expressly agreed upon in writing by ILNumerics.

These Conditions are applicable with regard to entrepreneurs / enterprises, governmental entities or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code); deviating additional regulations concerning only noncommercial consumers are found in the Annex to this document.

2) All correspondence shall be only valid if and as far as confirmed in writing by ILNumerics, but, however, the obligation of writing may also be performed by email of ILNumerics or customer.

3) An offer of ILNumerics shall be not binding unless expressly stated by ILNumerics. ILNumerics shall be bound only by conclusion of the respective contract submitted to customer in writing by ILNumerics.

4) As far as German VAT shall be applicable ILNumerics shall invoice the respective VAT in addition. The ‘reverse charge’ procedure shall be applied for VAT handling when legally admissible. With regard to VAT customer shall observe his local obligations.

Payments are to be made without any deduction and free of charge to the address of payment and within the time as prescribed by ILNumerics.

The way of payment shall be performed under the preliminary consent of ILNumerics.

5) Delivery time and conditions shall be in accordance as mentioned in the contract.

6) Inspection, warranty and the like shall be as mentioned in the contract with ILNumerics.

#### 7) Limitation of Liability, Disclaimer of warranty

As far as legally admissible ILNumerics shall not be liable for any direct, indirect, punitive or consequential loss or damage of whatsoever kind or loss of profit arising out of access to or use of the website of ILNumerics or any information contained in it or otherwise submitted by ILNumerics to the customer. With respect to the breach of significant contractual obligations ILNumerics shall be liable for slight negligence, but only for the amount of foreseeable damages typical of such contracts.

Nothing in these Conditions shall exclude or limit the liability for death or personal injury caused by negligence or fraud and fraudulent misrepresentation by ILNumerics and / or its collaborators.

To the maximum extent permitted by law ILNumerics shall disclaim all implied warranties with regard to any information and services provided on or connected to the website of ILNumerics.

#### 8) Waiver

Failure to claim any right of ILNumerics in connection with these Conditions shall not constitute a waiver of ILNumerics right to assert the same or any other right at any other time or against any other person.

9) Concerning data protection the customer shall herewith agree upon with ILNumerics special annex Privacy Policy which can be obtained in copy from this location: <https://ilnumerics.net/privacy.html>

10) Place of performances of all obligations shall be Berlin (Germany). Any transaction and the contractual relationship shall be governed and construed by the laws of the Federal Republic of Germany, without reference to its conflict of law principles and with exclusion of the applicability of the Convention on Contracts for the International Sale of Goods (CISG), as far as legally admissible. Place of jurisdiction shall be Berlin, but ILNumerics shall be entitled to bring an action at the court(s) competent for the head office or the place of residence of the customer.

As far as legally admitted the rights of a customer to withdraw a contract are excluded.

11) If any provision of these Conditions shall be invalid or unenforceable, then the invalid or unenforceable provision shall be removed without affecting the validity or enforceability of any other provision. The parties shall attempt to

find a solution for the invalid or unenforceable provision in an admissible legal scope.

ILNumerics GmbH  
Danziger Str. 219  
10407 Berlin  
Germany

### **Annex to the General Terms and Conditions**

ILNumerics and non- commercial consumers (as mentioned in clause 1 above) agree upon that the following provisions shall be valid in addition only for such consumers:

1. With regard to Alternative Dispute Resolution in Consumer Matters – hereinafter referred to as ADR - ILNumerics shall not agree upon to bring the complaint to the out- of- court resolution of disputes by a private or official consumer conciliation body established under the respective institution.
2. A noncommercial (as mentioned above in clause 1) and domiciled in the European Union shall also be entitled to take actions at the courts competent for his domicile.

With regard to the same kind of individuals their rights to withdraw a contract are applicable as far as these prescriptions are obligatory by law.