

General Terms and Conditions (GTC) of CACCUS GmbH – as of 2025

1. Scope, conclusion of contract, written form

1.1 These General Terms and Conditions (GTC) apply to all offers, contracts and services of **CACCUS GmbH**, Turmgassen-Center 1, 69181 Leimen, registered in the Mannheim Commercial Register (HRB 733321), hereinafter referred to as "CACCUS".

1.2 The GTC apply exclusively to business transactions with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (B2B).

1.3 Deviating, conflicting or supplementary terms and conditions of the client shall only become part of the contract if CACCUS expressly agrees to their validity in writing.

1.4 There are no verbal side agreements. Amendments or additions must be made in writing (Section 126b BGB); the exchange of emails is sufficient.

1.5 Offers made by CACCUS are subject to change. The contract shall only come into effect upon written confirmation of the order or upon commencement of the provision of services.

1.6 These General Terms and Conditions shall also apply to all future transactions with the client without the need for further reference to them.

1.7 CACCUS may amend these General Terms and Conditions for objectively justified reasons (e.g. changes in the law, adaptation to case law). The client shall be informed of the amendments in writing. If

the client does not object within 14 days of receipt, the amendments shall be deemed to have been approved.

2. Scope of services and obligations to cooperate

2.1 The scope of services is specified in the respective offer or contract. CACCUS provides consulting, documentation and labelling services in accordance with the agreed specifications.

2.2 The client is obliged to provide all information, documents, drawings, CAD data and approvals necessary for the provision of services in a timely manner.

2.3 Delayed, incomplete or incorrect cooperation will result in postponements and entitle CACCUS to invoice the additional costs incurred as a result on the basis of actual expenditure.

2.4 The client is responsible for the accuracy and completeness of the data and content provided by them.

3. Offers, prices and terms of payment

3.1 All prices are quoted in **euros (€)** plus the applicable statutory value added tax.

3.2 Unless otherwise agreed:

- **Services / consulting / small orders:** Payment within 10 days net after the invoice date.
- **Large projects [e.g. technical documentation]:** 40% deposit upon placing the order, 50% after interim status (e.g. draft approval), 10% after acceptance (final documentation).
- **Marking and labelling orders:** Payment within 14 days net.

3.3 If the client is in default of payment, CACCUS is entitled to charge default interest at the statutory rate (§ 288 BGB) as well as any proven reminder and collection costs incurred.

3.4 In the event of default in payment, CACCUS may withhold further services until full payment has been made.

3.5 Offsetting or rights of retention are only permissible with undisputed or legally established claims.

4. Delivery and performance deadlines

4.1 Delivery and performance dates shall only be binding if they have been expressly confirmed in writing.

4.2 The delivery period shall only commence once all execution details have been clarified and all obligations of cooperation on the part of the client have been fulfilled.

4.3 In the event of force majeure, labour disputes, delivery bottlenecks or other circumstances for which CACCUS is not responsible, the agreed deadlines shall be extended appropriately.

4.4 The risk shall pass to the client upon provision for dispatch or electronic transmission (e.g. by email or download).

4.5 Partial deliveries are permissible insofar as they are reasonable for the client.

5. Warranty

5.1 The client must inspect the services immediately upon receipt and report any defects in writing within 7 calendar days.

5.2 In the event of justified and comprehensibly documented defects, CACCUS shall first remedy the defect within a reasonable period of time. The client shall give CACCUS the opportunity to examine the rejected item professionally and correct it if necessary.

5.3 A claim for withdrawal or reduction shall only exist if the client has previously set CACCUS a reasonable grace period for rectification in writing and the rectification concerns significant defects that considerably impair the usability of the service.

5.4 Differences in editing or evaluation that do not affect the technical accuracy or conformity with standards of the documentation shall not be considered defects.

5.5 Partial services or interim results that have been approved by the client shall be deemed to have been accepted and can only be subsequently adjusted within the scope of change orders subject to a fee.

6. Liability

6.1 CACCUS shall be liable without limitation for damages resulting from intent or gross negligence as well as for damages to life, limb or health.

6.2 In cases of simple negligence, CACCUS shall only be liable for the breach of essential contractual obligations (cardinal obligations); in this case, liability shall be limited to the foreseeable damage typical for this type of contract.

6.3 Any further liability – in particular for loss of profit, loss of production or loss of data – is excluded.

6.4 Liability under the Product Liability Act remains unaffected.

6.5 CACCUS shall not be liable for the manner in which the documents or labels created are used by the client.

7. Copyright and rights of use

7.1 All concepts, texts, drawings, layouts, illustrations, documentation content, labelling templates and other work results created by CACCUS are subject to the copyright of CACCUS Ltd., even if they are handed over to the client or integrated into the client's systems.

7.2 The client shall receive a simple, non-transferable and non-sublicensable right of use to the services created, limited to the contractually agreed purpose and area of application.

7.3 Any use, reproduction, editing, publication or transfer to third parties beyond this is only permitted with the express written consent of CACCUS.

7.4 Changes to documentation structures, symbols or layout templates supplied by CACCUS may only be made with the prior written consent of CACCUS.

7.5 CACCUS remains entitled to use the experience, methods and generally applicable structures gained in the course of the project in other projects, provided that no confidential or project-specific information is disclosed.

7.6 The transfer of rights of use is subject to full payment of the agreed remuneration.

8. Confidentiality and data protection

8.1 Both parties undertake to treat all confidential information that becomes known to them in the course of their cooperation as strictly confidential and not to make it accessible to third parties.

8.2 Personal data is processed exclusively in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). Further information can be found in the current privacy policy at www.caccus.com/datenschutz

9. Termination of contract

9.1 Termination of the contract is only possible for good cause.

9.2 In the event of termination by the client without good cause, CACCUS shall be entitled to the agreed remuneration, less any expenses saved.

9.3 Services rendered up to the time of termination shall be invoiced on a pro rata basis.

10. Place of performance, place of jurisdiction and applicable law

10.1 The place of performance for all services and payments is the registered office of CACCUS GmbH.

10.2 The place of jurisdiction is Mannheim.

10.3 The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.4 Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

CACCUS GmbH – smart communication

Carl-Theodor-Str. 7,
D-68723 Schwetzingen
Germany

Tel. +49 [0] 160 99061382 ·
Email: info@caccus.com

VAT ID No. DE 323652140
HRB 733321 (Mannheim)