Logicc

General Terms and Conditions (GTC)

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Preamble

These GTC govern the legal relationship between Logicc GmbH ("Logicc") and the Customer (Logicc and the Customer together referred to as the "Parties") with regard to the use of services.

These GTC are supplemented by the provisions in separate documents referred to in these GTC, such as the Data Processing Agreement ("DPA") and the information provided during the ordering process, which is documented in the order confirmation. In the event of a conflict between these documents, the following order of precedence shall apply: DPA, information in the order confirmation, these GTC.

1. Definitions

1.1 "Authorized User" means any person at the Customer to whom the Customer may grant access to use the Services in accordance with these GTC.

1.2 "Authorized Volume" means the usage parameters and limits for the use of the Platform in accordance with the service description.

1.3 "Confidential Information" means all information, documents, and files disclosed by one Party to the other Party in written, electronic, oral, or other form, which are designated as confidential by the disclosing Party or which, by their nature, are to be treated as confidential.

1.4 "Customer" refers to the person or company specified as the customer in the respective order process.

1.5 "Customer Data" means all data processed in connection with the use of the Services.

1.6 "Documentation" refers to the applicable technical and functional documentation relating to the Services provided by Logicc, including the technical and functional specifications, which are updated from time to time in accordance with these GTC.

1.7 "Effective Date" means the start of the term upon Logicc sending the order confirmation.

1.8 "Intellectual Property" means, without limitation, all patents and other rights to inventions, copyrights, trademarks, registered designs, and other industrial property rights, as well as all associated exploitation and usage rights.

1.9 "Services" means (i) the provision of access to AI applications and the hosting of corresponding data via the Platform, and (ii) consulting services that may be made available to the customer under these GTC. The services are described in the service description on the Logicc website at www.logicc.com and are specified in more detail in the order confirmation.

1.10 "Platform" refers to the online platform through which the Customer is given access to third-party AI applications and on which Customer Data is hosted.

1.11 "Term" means the original contract term and, if applicable, any extension period as specified in the order confirmation.

2. General provisions

2.1 Logicc's Services are intended exclusively for business customers. Logicc does not offer its services to consumers or natural persons beyond their commercial or professional activities, and the use of its Services by such persons is not permitted.

2.2 The Customer's general terms and conditions are rejected. They shall only become part of the contract if and to the extent that Logicc has expressly agreed to their validity in writing.

2.3 By completing the order process, the Customer submits a binding order. The contract under these GTC comes into effect when Logicc sends the order confirmation. The acceptance period is five business days. If Logicc does not accept the Customer's offer within this period, the Customer is no longer bound by its offer.

2.4 Logicc may offer the Customer an extension of the scope of Services if available. The Customer is then free to place a supplementary order and thus extend the existing contract. The above provisions on the conclusion of the contract apply accordingly.

2.5 The agreement on characteristics or other descriptions of the performance of the Services shall only be deemed a guarantee in the legal sense if and to the extent that they are expressly designated as a guarantee in writing in a separate guarantee document.

2.6 The Customer is obliged to take the necessary precautions and create the technical conditions to enable Logicc to provide the Services.

2.7 In its role as the controller of personal data in connection with the use of hosting and access to AI applications on the Platform, the Customer is obliged to inform Authorized Users and other affected data subjects about the processing in accordance with the provisions of the applicable data protection law. In this respect, Logicc acts in the role of a processor under the DPA.

3. Customer account and Authorized Users

3.1 The Customer must create an account to access the Platform. The Customer undertakes to keep its account information up to date, accurate, and complete at all times. The Customer is responsible for maintaining the confidentiality of the login information and will immediately notify Logicc of any loss, misuse, or unauthorized disclosure of such login information as soon as the Customer becomes aware of it. Logicc is not liable for any damage or loss resulting from the Customer's breach of the aforementioned obligations.

3.2 The maximum number of user accounts licensed by the Customer is specified in the order confirmation (insofar as access to the platform is to be via user accounts and no direct access via API has been agreed). Authorized Users include only (i) employees of the Customer and (ii) service providers of the Customer who do not compete with Logicc and who are permitted to use the Platform at the customer's place of business or in the presence of the customer's employees. The Customer is responsible for ensuring that access to a user account is not used in parallel and/or by multiple users.

3.3 The Customer is obliged to inform its Authorized Users of the rights and obligations agreed in these GTC before they start using the software solution on the Platform. The Customer is liable for breaches of duty by its Authorized Users or other third parties who violate obligations under these GTC that are within the Customer's sphere of influence.

4. Prohibited uses

4.1 Except to the extent expressly permitted by these GTC or required by law, the license granted under

these GTC is subject to the following restrictions:

- the Customer may not exceed the authorized volume or use functions of the platform that are not covered by the order confirmation.
- the Customer may not allow unauthorized third parties to access or use the Platform,
- the Customer may not use the Platform to provide services to third parties, unless otherwise specified in these GTC,
- the Customer may not make any changes to the Platform unless this is permitted in accordance with the Documentation; and
- the Customer shall not, either directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to gain access to the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Platform, unless permitted by statutory law.

4.2 The Customer agrees not to use the Platform to

- process data on behalf of third parties who are not Authorized Users of the Customer;
- send unsolicited communications, junk mail, spam, or other forms of unsolicited messages that violate spamming or other laws;
- engage in unlawful conduct, including, but not limited to, violating the privacy or personal rights of any person;
- to store or transmit content that infringes the intellectual property rights of third parties;
- compromise or disrupt the integrity or performance of the Platform and its components;
- publish, transmit, upload, link, send, or store illegal, racist, hateful, offensive, defamatory, obscene, or discriminatory content;
- post, transmit, upload, link, send, or store viruses, malware, Trojan horses, time bombs, or similar harmful software.

4.3 Logicc has the right (but not the obligation) to suspend access to the Platform or remove data or content transmitted via the Platform without liability (i) if Logicc can reasonably assume that the Platform is being used in violation of these GTC or applicable law, (ii) if requested to do so by a law enforcement or other authority, or if necessary for other reasons to comply with applicable law, provided that Logicc makes commercially reasonable efforts to notify the Customer before suspending access to the Platform, or (iii) if permitted under the other provisions of these GTC.

4.4 Logicc will use commercially reasonable efforts to notify the Customer at least twelve hours prior to any suspension, unless Logicc determines in its reasonable discretion that a suspension with shorter or simultaneous notice is necessary to protect Logicc or its customers.

5. Hosting and access to AI applications

5.1 Logicc advises the Customer that content generated by AI applications may contain errors and inaccuracies. This content has not been checked or verified, but is automatically generated and may be incorrect or out of date. Logicc accepts no liability for any damage that may arise from the use of this content. Use is at the Customer's own risk.

5.2 After the contract has been concluded, Logicc will set up the Platform for use by the Customer and notify the Customer when it is ready for use. This may take up to three days.

5.3 Logicc reserves the right to subcontract services within the scope of these GTC. This applies in particular to the hosting providers and the providers of the AI applications as specified in the order

confirmation. The AI applications used within the scope of the Services and available via the Platform are operated by third-party providers. The AI applications may be used within the scope of the Services to the extent permitted by the third-party provider. The available AI applications and their range of functions may change during the term of the contract.

5.4 Logicc has no influence on the specifications of the AI applications and does not assume any warranty or liability for a specific range of functions. Access to the available AI applications is subject to the corresponding terms of use and license conditions, which also describe the individual functionalities and system requirements of the AI applications.

5.5 Logicc is entitled to update the Platform regularly. All updates are subject to the provisions of these GTC. Logicc is only obliged to change or adapt the Platform if this is necessary to maintain the Platform in accordance with the state of the art. Otherwise, Logicc is not obliged to make further developments unless this has been expressly agreed between the Parties.

5.6 The Platform is subject to a regularly scheduled maintenance window. Logicc shall endeavor, to the extent economically reasonable, to schedule maintenance windows at times that minimize the impact on the Customer's users. While most maintenance work can be completed during the regularly scheduled maintenance windows, from time to time maintenance work must be performed outside of the scheduled maintenance windows to ensure the integrity and security of the services. In such cases, Logicc will inform the Customer of the planned maintenance work as early as technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance work for which the Customer is notified at least 24 hours in advance are considered scheduled maintenance.

5.7 Provided that the relevant commitment is included in the order confirmation, the following availability commitments (service levels) apply.

- The provider shall make commercially reasonable efforts to make the platform available with a minimum availability of 95% in each calendar month. Availability is the percentage resulting from the total minutes in a calendar month minus the minutes during which the Platform was unavailable outside of scheduled maintenance, divided by the total minutes in that calendar month.
- If Logicc fails to meet the promised availability, the Customer is entitled to receive a service credit of 10%. Logicc only offsets service credits against future payments of fees owed by the Customer. Service credits do not entitle the Customer to a refund or any other payment. Unless otherwise specified in the order confirmation, the Customer's sole and exclusive remedy for non-availability is to receive service credits, provided that a availability commitment has been made.
- Logicc will send the Customer an availability report for each calendar month. To receive a service credit, the Customer must submit a written or email request to Logicc within one week of receiving the availability report. If availability is lower than the promised availability, Logicc will issue the service credits to the Customer within one calendar month after the calendar month in which the credit was requested. If the Customer fails to submit the request for service credits and the other information required above, the Customer is not entitled to service credits.
- The promised availability does not apply to unavailability or other performance issues: (i) caused by factors beyond Logicc's reasonable control, including force majeure or Internet access problems or related problems outside the Platform's point of delivery; (ii) resulting from voluntary acts or omissions by the Customer or a third party or a breach of contract by the Customer; (iii) resulting from the Customer's failure to comply with the specifications described in the Documentation; (iv) arising from the Customer's equipment, software, or other technology and/or the equipment, software, or other technology of third parties; or (vi) arising from the suspension or termination of the

Customer's right to use the Platform in accordance with these GTC.

6. Consulting Services

6.1 Logicc provides consulting Services within the scope individually agreed with the Customer and documented in the order confirmation. The Customer bears the risk of whether the Services ordered meet the Customer's requirements and needs. Logicc is not obliged to provide consulting Services with a scope and objective other than those agreed, unless the Parties agree on an adjustment (change request).

6.2 Logicc provides the consulting Services as mere services on a time-and-material basis (Dienstleistungen). The Parties agree that the consulting Services are not subject to acceptance and that no specific success is owed, but rather the proper and careful performance of the consulting Services, unless the Customer and Logicc have expressly agreed in writing that acceptance shall take place.

6.3 All deadlines relating to the provision of consulting Services are estimates and are not binding, unless the Customer and Logicc have expressly agreed in writing that they are binding.

6.4 If Logicc is unable to provide Services in whole or in part due to problems on the part of the Customer and the Customer fails to inform Logicc of this in a timely manner, the Customer will be charged for the time required by Logicc.

6.5 All content provided by Logicc to the Customer for the preparation and performance of the Services is the intellectual property of Logicc. The Customer is only granted the rights to this content as set out in these GTC.

6.6 If the consulting Services are provided on site at the Customer's premises, the Customer agrees to provide the necessary access to its premises, including access to the Customer's computer systems and other facilities. The Customer shall designate a contact person with the authority to make decisions and to provide Logicc with all necessary and relevant information in a timely manner.

6.7 Logicc decides which consultant is assigned and reserves the right to replace a consultant at any time. It is at Logicc's discretion whether the consulting Services are provided at the Customer's premises or remotely. Even if consulting services are provided on site at the Customer's premises, Logicc has the exclusive right to issue instructions to the consultants deployed.

7. License and right of use

7.1 Logicc provides the Customer with access to the Platform as part of a software-as-a-service model. The Customer's right of use is limited to the term agreed in these GTC. Subject to the restrictions contained in these GTC, Logicc grants the Customer a non-exclusive, revocable, non-transferable, and non-sublicensable right to access the Platform (and the Documentation) during the Term and to use it exclusively for the purposes described in the Documentation for its internal business purposes. Without the express consent of Logicc, the Customer may not allow any affiliated companies or third parties to access the Platform. The license is granted per user account (insofar as access to the Platform is to be via user accounts and no direct access via API has been agreed). A user account is set up for each named Authorized User.

7.2 Logicc grants the Customer a non-exclusive, revocable, non-transferable, and non-sublicensable right to use the content of the consulting Services, insofar as this has been actively transferred to the Customer by Logicc, subject to the restrictions contained in these GTC, exclusively for agreed purposes

for its internal business purposes. Without the express consent of Logicc, the Customer may not allow any affiliated companies or third parties access to the Platform.

8. Remuneration

8.1 The Customer shall pay Logicc the remuneration specified in the order confirmation. Depending on the agreement, fees for the use of the Platform are payable for specific queries to the AI applications (price per token) and/or fees per user account (price per user). Unless otherwise agreed, a basic fee is also payable. Consulting Services are billed as specified in the order confirmation.

8.2 Unless otherwise specified in the order confirmation, in particular if no advance payment or advance debit by credit card or other means of payment is specified in the order process, all fees shall be paid to Logicc within 30 days of the invoice date. Complaints about invoices must be submitted in writing within 30 days of the invoice date.

8.3 In the event of late payment, the costs of collection (including reasonable attorney's fees) and statutory interest shall be payable. If the Customer is 15 days or more in arrears with the payment of fees, Logicc may suspend access to the Platform or the provision of Services.

8.4 All amounts are exclusive of applicable value added tax or other specific taxes such as withholding tax, which shall be added to these amounts.

8.5 The Customer may only offset undisputed or legally established claims and may only base a right of retention on undisputed or legally established claims. Notwithstanding the provisions of § 354a HGB (German Commercial Code), the Customer may not assign its claims to third parties.

8.6 Logicc is entitled to adjust the contractually agreed remuneration with three months' notice of the change. A change may be made at the earliest 12 months after conclusion of the contract or after the last remuneration increase. The change shall be made in accordance with the following principles:

- Logicc may adjust the remuneration at most to the extent that the producer price index for IT services of the Federal Statistical Office has changed by at least 3% up or down since the conclusion of the contract or the last remuneration increase. Any cost reductions shall also be taken into account and offset in this change.
- If the Customer does not terminate the existing contract within four weeks of receiving the adjustment notice (special right of termination) or otherwise declares its intention to do so, the new remuneration shall be deemed agreed. When announcing the remuneration adjustment, Logicc shall specifically inform the Customer of its right of termination and the consequences of not exercising this right.

9. Warranty

9.1 Logicc warrants that the Services are materially suitable for the contractually stipulated purpose. Strict liability for initial defects pursuant to § 536a BGB (German Civil Code) is excluded.

9.2 The Customer is obliged to notify Logicc immediately in writing of any defects that occur, providing a detailed description of the problem. If the Customer fails to notify Logicc, the Services shall be deemed to have been approved. If Logicc has fraudulently concealed the defect, Logicc cannot invoke the provisions of the preceding sentences in this paragraph.

9.3 Logicc may remedy the defect by showing the Customer reasonable ways to avoid the effects of the defect. If the subsequent performance ultimately fails after the expiry of a reasonable grace period to be set by the Customer, the Customer may terminate the contract. Logicc shall pay compensation or

reimburse futile expenses due to a defect within the limits specified in these GTC. Other rights due to material defects or defects of title are excluded.

9.4 The limitation period for claims under this section is one year after performance of the Services. The reduction of the limitation period shall not apply in cases of intent or gross negligence on the part of Logicc, fraudulent concealment of the defect, personal injury, or defects of title. For defects in subsequent performance, the limitation period shall also end one year after the original performance of the Services. However, if Logicc, in agreement with the Customer, examines the existence of a defect or provides subsequent performance, the limitation period shall be suspended until Logicc informs the customer of the result of its examination or declares the subsequent performance to be completed or refuses to provide subsequent performance. The limitation period shall commence at the earliest three months after the end of the suspension.

9.5 If Logicc provides Services for troubleshooting or fault rectification without being obliged to do so, Logicc may demand reasonable remuneration. This applies in particular if a reported material defect cannot be verified or cannot be attributed to Logicc. In particular, compensation shall also be paid for the additional expense incurred by Logicc in remedying defects as a result of the Customer's failure to properly fulfill its obligations to cooperate.

9.6 If Logicc fails to perform Services outside the scope of liability for material defects and defects of title, or if Logicc commits any other breach of duty, the Customer must always notify Logicc of this in writing and grant Logicc a grace period within which Logicc is given the opportunity to perform the Services properly or to remedy the situation in some other way.

9.7 If a third party asserts claims that conflict with the exercise of the contractually granted right of use, the Customer must inform Logicc immediately in writing. The Customer will only engage in legal disputes with the third party in agreement with Logicc or authorize Logicc to conduct the dispute. This shall apply mutatis mutandis to cases in which a third party asserts claims against Logicc that are attributable to actions of the Customer or authorized users.

10. Property rights

10.1 The Customer acknowledges that, subject to the licenses granted herein, it does not obtain any ownership or other rights to the Platform or Logicc's other Services made available to the Customer. Logicc reserves all rights not expressly granted to the Customer under these GTC.

10.2 Logicc may use the Customer's name and/or logo in marketing materials and/or use the Customer's name and/or logo in any other manner agreed between the Parties.

10.3 The Customer may provide Logicc with feedback at its own discretion. In this case, Logicc may retain and freely use this feedback at its own discretion without restriction, compensation, or attribution.

11. Confidentiality

11.1 The Parties undertake to treat the Confidential Information of the other Party as confidential and to use it exclusively for the purposes of performing the contract, and to protect the Confidential Information of the other Party by taking appropriate security measures with due care.

11.2 Disclosure of the other Party's Confidential Information to third parties is only permitted if this is absolutely necessary for the performance of this contract and the third party has undertaken to maintain confidentiality vis-à-vis the disclosing party or is bound to confidentiality by virtue of its profession. Statutory disclosure obligations remain unaffected. Each Party shall ensure that the obligations of these GTC are also upheld by any third parties to whom the respective Party discloses Confidential

Information of the other Party. The respective Party shall be liable for any breaches of the confidentiality obligations under this section by such third parties as if they were its own fault.

11.3 The above obligations shall not apply to information which the receiving Party can prove (i) was or is available to the public in a lawful manner that does not violate the provisions of these GTC, (ii) was already known to the receiving Party and was at its unrestricted disposal, (iii) was disclosed to the receiving Party by a third party authorized to do so, or (iv) was developed independently by the receiving Party without the use of Confidential Information from the disclosing Party.

11.4 The receiving Party undertakes to destroy completely and permanently all documents and records containing Confidential Information of the other Party immediately after termination of the contract or, in the case of electronic data, to delete them permanently. Statutory retention and archiving obligations remain unaffected by this.

11.5 After termination of the contract, all rights and obligations of the Parties with regard to the Confidential Information of the other Party shall continue to apply for a period of five years.

12. Responsibility for Customer Data

12.1 The Customer is solely responsible for all Customer Data, in particular for ensuring that its transmission and use does not violate applicable laws, including data protection laws, and/or the intellectual property rights of third parties. The Customer is obliged to check its Customer Data for viruses or other harmful components before entering it into the Platform and to use state-of-the-art antivirus programs for this purpose. The Customer indemnifies Logicc against all damages and costs imposed on Logicc or agreed to by the Customer in a settlement and resulting from such third-party claims.

12.2 The Customer grants Logicc a non-exclusive, royalty-free license to access, use, reproduce, modify, execute, display, and otherwise use Customer Data to the extent that this is reasonable or necessary for Logicc to perform or provide the Services.

12.3 Furthermore, the Customer is responsible for entering and maintaining its Customer Data. The Customer shall make a backup copy of the Customer Data at least once a week. The Customer acknowledges that Logicc has no control over the Customer Data and that Logicc acts as a mere or passive channel for the transmission and processing of Customer Data. The processing of the Customer's personal data by Logicc is governed by the DPA applicable between the Parties, which is concluded with the contract.

12.4 The Platform may, at the Customer's request, be connected via open interfaces (including the Model Context Protocol) to the Customer's user accounts in third-party systems and perform read actions and, to the extent authorized by the Customer, write actions in those systems in response to user requests ("Integrations"). The Customer is solely responsible for the selection, activation, configuration and granting of permissions. The Customer shall ensure that use complies with the terms of the third-party providers and applicable laws. Actions performed through the Integrations may be erroneous, incomplete or unintended. Clause 5.1 shall apply accordingly. Actions performed within the scope of the Integrations and permissions activated by the Customer shall be attributable to the Customer or its authorized users. The Customer shall, upon first demand, indemnify Logicc against all third-party claims asserted against Logicc in connection with an action performed through the Integrations, including reasonable costs of legal defense. This shall not apply to the extent that the claim is based on a culpable breach of duty by Logicc. Clause 9.7 shall apply accordingly.

13. Limitation of liability

13.1 Logicc's liability is limited in accordance with the following provisions.

13.2 In the event of intent, Logicc shall be liable without limitation in accordance with the statutory provisions. The same applies to all other cases of mandatory statutory liability, such as in the event of liability for guaranteed characteristics, for injury to life, limb, or health, or under the Product Liability Act.

13.3 In the event of negligence, Logicc shall only be liable for the breach of a contractual obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely (cardinal obligation). Liability is then limited per claim to an amount equal to the fees paid in the twelve months prior to the claim and to a total of EUR 25,000 under the contractual relationship.

13.4 In the event of slight negligence, liability for indirect damage and consequential damage, in particular for lost profits, is excluded.

13.5 The above exclusions and limitations of liability apply to the same extent in favor of Logicc's organs, legal representatives, employees, and other vicarious agents.

13.6 The above exclusions and limitations of liability apply to all claims, regardless of their legal basis, in particular those arising from impossibility, delay, defective or incorrect delivery, infringement of third-party property rights, other breaches of contract, breach of duties during contract negotiations, and tort. They also apply to any indemnification obligations of Logicc.

13.7 A limitation period of one year applies to all claims against Logicc for damages or reimbursement of futile expenses in the case of contractual and non-contractual liability. The limitation period begins at the time specified in § 199 (1) BGB (German Civil Code). It expires at the latest five years after the claim arises. The above provisions of this paragraph do not apply to liability for intent or gross negligence or for personal injury or under the Product Liability Act. The deviating limitation period for claims due to material defects and defects of title remains unaffected by the provisions of this paragraph.

14. Term and termination

14.1 Unless otherwise specified in the order confirmation, the Term for use of the Platform is one month from the Effective Date. Thereafter, it shall be automatically extended for a further month unless terminated by either Party at the end of the initial Term or an extension period.

14.2 The Customer cannot terminate the commissioning of consulting Services by giving notice. The contract for the use of the Platform may be terminated by the Customer with 14 days' notice to the end of the month if the specifications of the AI applications available via the Platform change in such a way that continuation of the contract appears unreasonable for the Customer in view of the circumstances. In this case, the Customer shall only owe remuneration on a pro rata basis for the Term up to the date of termination.

14.3 The Parties' rights to terminate for good cause remain unaffected. Good cause shall be deemed to exist in particular if (i) the Customer fails to make due payments within 15 days of the due date; (ii) the Customer fails to fulfill another material obligation imposed on it under the contract under these GTC and this failure is not remedied within a period of 30 days; or (iii) the Customer files for insolvency, a third party files for insolvency against the Customer, proceedings for the granting of legal remedies under insolvency laws are initiated, the appointment of an insolvency administrator is requested, or insolvency proceedings are initiated.

14.4 One-time payments for the use of the Platform will not be refunded in the event of termination.

Remuneration and reimbursement of costs relating to services rendered up to the effective date of termination must be paid.

14.5 Termination with regard to consulting Services does not generally result in termination of the contract for other Services, in particular for the use of the Platform.

14.6 The deletion of Customer Data after the end of the Term is governed in its entirety (including for non-personal data) by the provisions of the DPA.

15. Final provisions

15.1 Each Party shall bear its own costs incurred in connection with the conclusion and execution of the contract, unless expressly agreed otherwise in these GTC.

15.2 These GTC fully reflect the agreements between the Parties with regard to the subject matter of the contract; no verbal or other ancillary agreements have been made. Unless expressly agreed otherwise in these GTC, all previous agreements between the parties regarding the subject matter of the contract are completely replaced by these GTC.

15.3 Logicc is entitled to change the services and these GTC if this is necessary to take into account developments that were not foreseeable at the time of conclusion of the contract, in particular changes in technical or legal conditions. Logicc will take the legitimate interests of the Customer into account in doing so. Changes will be communicated to the Customer in advance by email. If the Customer does not object within four weeks of receiving the notification, the changes shall be deemed accepted with effect for the future. If the Customer objects, Logicc shall be entitled to terminate the contract extraordinarily if Logicc has pointed out the effect of silence and the right of termination in the notification.

15.4 Neither Party is entitled to transfer the contract or rights or obligations arising therefrom to a third party without the prior written consent of the other Party.

15.5 The contract under these GTC is subject to the law of the Federal Republic of Germany, excluding the conflict of law rules of international private law. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15.6 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract under these GTC is Hamburg, unless the law mandatorily prescribes otherwise.

15.7 Should any provision of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of these GTC. The same shall apply if and to the extent that it transpires that the contract contains a loophole under these GTC. In place of the invalid or unenforceable provision or to fill the loophole, an appropriate provision shall be deemed to have been agreed which, as far as legally possible, comes closest to or corresponds to what the Parties intended economically or would have intended according to the meaning and purpose of these GTC, had they considered this point.