

# General terms and conditions

## for services in the field of technical documentation

<b>I Validity</b> .....	3
1.1 Scope of validity .....	3
1.2 Binding nature of the general terms and conditions .....	3
<b>2 Binding to offers</b> .....	3
2.1 Period of validity of offers .....	3
2.2 Adaptation of offers .....	3
<b>3 Services of MB Dokutec GmbH &amp; Co. KG</b> .....	3
3.1 Description of services .....	3
3.2 Content and scope of service obligations .....	4
<b>4 Obligations of the client</b> .....	4
4.1 Remuneration .....	4
4.2 Cost estimates .....	4
4.3 Payment of compensation .....	4
4.4 Obligations of the client to cooperate .....	5
<b>5 Delivery times</b> .....	5
<b>6 Transfer of risk and dispatch</b> .....	6
6.1 Dispatch .....	6
6.2 Transfer of risk .....	6
6.3 Loss or damage .....	6
<b>7 Approval</b> .....	6
7.1 Written approval .....	6
7.2 Deadline setting .....	6
<b>8 Warranty</b> .....	7
8.1 Subsequent improvement .....	7
8.2 Complaint periods .....	7
8.3 Reduction of remuneration or cancellation .....	7
8.4 Damage claims .....	7

<b>9 Non-contractual liability and liability due to delay and impossibility of performance</b>	7
<b>10 Granting usage rights</b>	8
10.1 Duplication	8
10.2 Liability disclaimer	8
10.3 Further usage rights	8
10.4 Assignment of usage rights	8
10.5 Duplication for training purposes	8
10.6 Copyright notice	8
10.7 Copyright and acquisition of rights	9
<b>11 Subcontractors</b>	9
<b>12 References</b>	9
<b>13 Activity for competitors</b>	9
<b>14 Non-disclosure</b>	9
14.1 Obligation of non-disclosure	9
14.2 Non-disclosure agreement (NDA)	9
<b>15 Written form</b>	9
<b>16 Place of jurisdiction</b>	10
<b>17 Choice of law</b>	10

## I Validity

### I.1 Scope of validity

The following general terms and conditions shall apply to all contracts concluded with MB Dokutec GmbH & Co. KG.

### I.2 Binding nature of the general terms and conditions

MB Dokutec GmbH & Co. KG shall accept orders and offers exclusively on the basis of its own general terms and conditions printed below. General terms and conditions or other contractual conditions from the client that deviate from or contradict these conditions in whole or in part are not binding for MB Dokutec GmbH & Co. KG unless explicitly confirmed in writing by MB Dokutec GmbH & Co. KG.

## 2 Binding to offers

### 2.1 Period of validity of offers

MB Dokutec GmbH & Co. KG shall only be bound to its offers for three calendar months from the date of the offer letter, unless another validity period is specified in the offer.

### 2.2 Adaptation of offers

If the client orders a product based on an offer from MB Dokutec GmbH & Co. KG after this period has elapsed, MB Dokutec GmbH & Co. KG shall be entitled to adjust the prices to the currently valid list prices or fee rates.

## 3 Services of MB Dokutec GmbH & Co. KG

### 3.1 Description of services

MB Dokutec GmbH & Co. KG offers its customers the following services in the fields of technical documentation and communication:

- Formulating and creating technical documentation
- Editing, updating and revising technical documentation
- Translating technical documentation
- Producing technical illustrations
- Creating online help
- Developing concepts and producing technical documentation on electronic media (CD-ROM, online services)

### 3.2 Content and scope of service obligations

The content and scope of the concrete service obligations from the contractual relationship of MB Dokutec GmbH & Co. KG with its client result from the description of services contained in the written offer, or the written contract concluded between MB Dokutec GmbH & Co. KG and the client. Along with the general terms and conditions at hand, they form the basis of the contractual relationship between the client and MB Dokutec GmbH & Co. KG. The final evaluation and its release is carried out exclusively by the client, and is released by them, see 7.1 "Written Approval". MB Dokutec GmbH & Co. KG shall be held responsible for neither the content nor the form of the documentation.

## 4 Obligations of the client

### 4.1 Remuneration

The remuneration to be paid by the client for the services provided by MB Dokutec GmbH & Co. KG shall result from the written offer, the written order confirmation, or the contract concluded in writing between the parties. Unless otherwise agreed, the client shall bear the transport and packing costs. In addition, the client shall pay value-added tax at the respective statutory rate.

### 4.2 Cost estimates

At the request of the client, MB Dokutec GmbH & Co. KG shall provide a cost estimate. The cost estimate shall be subject to remuneration. The exact remuneration shall be based on the offer formulated in writing, the order confirmation, or the contract concluded in writing between the parties.

Cost estimates from MB Dokutec GmbH & Co. KG are not binding. Exceeding the cost estimate by 10% is not deemed material and shall not entitle the client to terminate the contract.

### 4.3 Payment of compensation

Unless otherwise agreed between the parties, the following due dates shall apply for the payment of the contractually agreed remuneration:

- One third of the agreed remuneration is due when the written order confirmation is sent by MB Dokutec GmbH & Co. KG.
- One third of the agreed remuneration is due on handover of the technical documentation created by MB Dokutec GmbH & Co. KG to the client.
- One third of the agreed remuneration is due on approval of the technical documentation by the client.

The client shall not be entitled to any rights of set-off or retention against the remuneration claims of MB Dokutec GmbH & Co. KG unless they have an undisputed or legally established counterclaim. Interest on delays are charged at 5% p.a. above the discount rate of the Deutsche Bundesbank. They are to be set higher or lower if MB Dokutec GmbH & Co. KG proves a charge with a higher interest rate or the client proves a lower charge.

#### 4.4 Obligations of the client to cooperate

The client shall deliver and make available to MB Dokutec GmbH & Co. KG the product described by MB Dokutec GmbH & Co. KG on the date specified as the beginning of the delivery period in the written offer, the written order confirmation or the contract concluded in writing between the parties. Alternatively, the client shall allow the MB Dokutec GmbH & Co. KG employee responsible for preparing the technical documentation access to the described facilities located at the client's plant. On the same date, the client of MB Dokutec GmbH & Co. KG shall provide the names of employees of their company who will act as competent discussion partners for MB Dokutec GmbH & Co. KG and provide them with all of the necessary information.

The client shall carry out a risk assessment and hazard analysis with regard to the product to be described and shall provide MB Dokutec GmbH & Co. KG with the result of this hazard analysis in writing by the date specified.

Furthermore, it is the responsibility of the client to inform MB Dokutec GmbH & Co. KG of all information required for a legal and contractual description of the product (e.g., specifying the area of application and the users of the product, information on export countries, characterization of the functionality of the product) and to make available important documents relating to the product and associated processes (e.g., product, activity and hazard analyses, technical drawings, photographs and documents etc.). As far as such documents and records are made available to MB Dokutec GmbH & Co. KG, the client assures that these documents are free of third-party protective rights and that no other rights exist that might prevent or restrict contractual use by MB Dokutec GmbH & Co. KG. Should third parties assert rights in spite of this, the contracting parties shall inform each other of this. The client supports MB Dokutec GmbH & Co. KG in the defense of such rights and releases MB Dokutec GmbH & Co. KG from any disadvantages in this context.

Should the client default on these obligations to cooperate, MB Dokutec GmbH & Co. KG is entitled to set the client a reasonable period of time to rectify this, and to make clear that it will terminate the contract if the action is not taken by the end of this period. If the cooperative action does not take place within this period, the contract shall be deemed canceled. In this case, MB Dokutec GmbH & Co. KG may demand a part of the remuneration and reimbursement of the expenses not included in the remuneration as well as appropriate compensation in proportion to the work performed. Any further liability of the client due to culpability shall remain unaffected.

## 5 Delivery times

The delivery period begins with the verbal order confirmation by MB Dokutec GmbH & Co. KG, but not before fulfillment of the obligations of the client to cooperate as specified in Point 4.4.

The delivery period shall be deemed to have been observed if, by the end of the delivery period, the completed technical documentation has already left the company of MB Dokutec GmbH & Co. KG, or the client has already been notified that it is ready for dispatch.

The delivery period shall be extended appropriately – even within a delay in delivery – in the event of unforeseen obstacles which MB Dokutec GmbH & Co. KG could not avert despite reasonable care in the circumstances of the case – no matter whether they occurred at MB Dokutec GmbH & Co. KG or at its subcontractors. Examples include disruptions in operation, official interventions, energy supply issues, delays in the delivery of essential hardware and/or software. The same shall also apply in the event of strikes and lockouts. MB Dokutec GmbH & Co. KG shall inform its clients of such obstacles immediately.

Compliance with the delivery period presupposes fulfillment of the client's obligations to cooperate. Should the client default on fulfillment of their obligations to cooperate, the delivery period shall be extended without further notice by MB Dokutec GmbH & Co. KG by a period of time equal to the period during which the customer was in default.

In the event of subsequent amendments to the contract that may influence the delivery period, the delivery period shall be extended accordingly unless special agreements have been made in this respect.

## 6 Transfer of risk and dispatch

### 6.1 Dispatch

Unless otherwise agreed, shipment shall be by post at the customer's request and expense.

At the client's request and expense, MB Dokutec GmbH & Co. KG shall protect the shipment against theft, breakage, transport, fire and water damage, as well as against other insurable risks.

### 6.2 Transfer of risk

On delivery to the shipping agent contracted by MB Dokutec GmbH & Co. KG, and at the latest upon delivery to the post office, the risk of accidental loss or damage of the technical documentation created by MB Dokutec GmbH & Co. KG shall pass over to the client, irrespective of whether the shipment is made from the place of performance, whether partial deliveries are made, or whether MB Dokutec GmbH & Co. KG has assumed the shipping costs or the transport.

If the order is ready for shipment and dispatch or approval is delayed for reasons beyond the control of MB Dokutec GmbH & Co. KG, the risk shall pass over to the client on receipt of notification that the goods are ready for dispatch.

### 6.3 Loss or damage

Any damage resulting from the use of post, telephone, telex, fax, email and other means of transmission, in particular loss, delay, misunderstandings, damage, or duplication shall be borne by the customer provided MB Dokutec GmbH & Co. KG is not guilty of gross negligence.

## 7 Approval

### 7.1 Written approval

Approval of the technical documentation created by MB Dokutec GmbH & Co. KG shall be provided in the form of a written declaration from the client. The client shall declare approval in writing immediately after the technical documentation is handed over.

### 7.2 Deadline setting

If the client does not declare approval immediately upon receiving the technical documentation, MB Dokutec GmbH & Co. KG is entitled to set a deadline of two weeks in writing for this declaration to be submitted. Approval is deemed to have been granted if the client does not specify the reasons for refusing the approval in writing within this period.

## 8 Warranty

### 8.1 Subsequent improvement

If the technical documentation provided by MB Dokutec GmbH & Co. KG is inadequate or if promised characteristics are missing, MB Dokutec GmbH & Co. KG is initially obliged to supply a replacement or improved version, to the exclusion of the client's further warranty rights. If the first attempt at rectification fails, the client may contact MB Dokutec GmbH & Co. KG and request that further improvements be made by a reasonable deadline.

### 8.2 Complaint periods

If the technical documentation delivered by MB Dokutec GmbH & Co. KG shows defects that are obvious or recognizable following proper examination, the client shall provide written notice of these defects within seven days following handover of the technical documentation by the transport company or the client. For defects that are not obvious or not recognizable following proper examination, the client shall notify MB Dokutec GmbH & Co. KG in writing within seven days of discovery (at the latest, however, within three months of handover of the documentation by the transport company or MB Dokutec GmbH & Co. KG).

In the event of failure to comply with these periods for notification of defects, a warranty for the defects concerned shall no longer be considered. This shall not affect the obligations under Section 377 and 378 of the German Commercial Code (HGB).

### 8.3 Reduction of remuneration or cancellation

If the rectification requested by the client fails after two attempts, or if MB Dokutec GmbH & Co. KG does not remedy the defect or make a replacement delivery within a reasonable period of time, the client may, at their discretion, demand a reduction in the remuneration or cancellation of the contract.

### 8.4 Damage claims

Damage claims are excluded unless the damage was caused by intentional or grossly negligent conduct of the managing director, a senior employee, or an employee of MB Dokutec GmbH & Co. KG, a legal representative or a vicarious agent, or was caused by the violation of an obligation essential for the execution of the contract.

## 9 Non-contractual liability and liability due to delay and impossibility of performance

Damage claims arising from non-contractual liability (e.g., tort) as well as due to delay in performance or impossibility of performance by MB Dokutec GmbH & Co. KG are excluded unless the damage was caused by intentional or grossly negligent conduct of the managing director, a senior employee or an employee of MB Dokutec GmbH & Co. KG, a legal representative or a vicarious agent, or was caused by the violation of an obligation essential for the execution of the contract.



## 10 Granting usage rights

### 10.1 Duplication

Unless otherwise agreed between MB Dokutec GmbH & Co. KG and the client, MB Dokutec GmbH & Co. KG grants the client the right to duplicate and distribute the technical documentation which the company produced. This approval applies including the photographs, graphic representations and technical drawings contained in the documentation. Duplication must exclusively correspond to the underlying purpose of the contract, i.e., the attachment of technical documentation to the described product as operating instructions in printed form or as an electronic, non-editable document. The right to duplication and distribution is limited to the respective object of performance specified in the written contract offer, the written order confirmation, or the contract concluded in writing between the parties, the type named therein, or the series mentioned therein. Unilateral changes to the documentation supplied by the client are not permitted without the written consent of MB Dokutec GmbH & Co. KG.

### 10.2 Liability disclaimer

MB Dokutec GmbH & Co. KG shall not be liable for damages resulting from the duplication and distribution of technical documentation modified by the client or by third parties.

### 10.3 Further usage rights

No further rights of use shall be granted, such as the right to duplicate and distribute an adaptation of the technical documentation, e.g., a translation, the right to record video, audio or any digital media, the right to store electronically, to use in a database or to output in physical and non-physical form, as well as the right to display the material publicly.

Should the client wish to make further use of the technical documentation in accordance with this list, they shall obtain the prior written approval of MB Dokutec GmbH & Co. KG. This use of the work must also be remunerated.

### 10.4 Assignment of usage rights

Furthermore, it is forbidden for the client to use the information without the written permission of MB Dokutec GmbH & Co. KG, to assign the rights of use in whole or in part to third parties, or to have them exercised by third parties.

### 10.5 Duplication for training purposes

Duplication and distribution of training documents, seminar documentation, or for other documentation purposes is also prohibited without the permission of MB Dokutec GmbH & Co. KG.

### 10.6 Copyright notice

The client is obliged to inform the author according to the information provided by MB Dokutec GmbH & Co. KG and to affix a corresponding copyright note in the technical documentation.



### **10.7 Copyright and acquisition of rights**

MB Dokutec GmbH & Co. KG assures that it alone is entitled to dispose of the copyright to the technical documentation it produces, and that, to date, it has not made any dispositions contrary to the granting of rights under this contract. If the technical documentation includes illustrations, photographs, graphic representations, sketches or technical drawings, and in the event that third party rights exist in this respect, MB Dokutec GmbH & Co. KG shall provide the client with the corresponding source references so that the client can endeavor to acquire the rights. MB Dokutec GmbH & Co. KG shall provide suitable replacement if the acquisition of rights is not possible or only possible entailing unusual difficulties or costs.

## **11 Subcontractors**

The client agrees that MB Dokutec GmbH & Co. KG can employ subcontractors in order to render certain partial services (e.g., translations, creation of illustrations, multimedia production, programming).

## **12 References**

Unless otherwise agreed, the client agrees that MB Dokutec GmbH & Co. KG may include the name or company of the customer in its reference list after completion of the order.

MB Dokutec GmbH & Co. KG may include the company logo and the name of the client in its reference list. The references are valid for printed publications as well as for publication on the internet.

## **13 Activity for competitors**

MB Dokutec GmbH & Co. KG is permitted to work for companies that may have a competitive relationship with the customer.

## **14 Non-disclosure**

### **14.1 Obligation of non-disclosure**

Documents and information provided to MB Dokutec GmbH & Co. KG by the client for the purposes of creating the technical documentation or for the company's general information shall be treated confidentially by MB Dokutec GmbH & Co. KG and with the necessary discretion with regard to third parties.

### **14.2 Non-disclosure agreement (NDA)**

If necessary, a separate non-disclosure agreement (NDA) may be concluded at the request of the client that regulates all confidentiality obligations exceeding this point.

## **15 Written form**

All agreements shall be recorded in writing. Oral agreements shall only be valid if they have been confirmed in writing. This shall also apply to ancillary agreements, assurances, and subsequent changes to the contract, including any agreement to waive the written form.

## 16 Place of jurisdiction

For all disputes arising from the contractual relationship, if the customer is a registered trader, a legal entity under public law, or a special fund under public law, the place of jurisdiction and place of fulfillment shall be Ulm, Germany.

The same place of jurisdiction shall apply even if the client does not have a general place of jurisdiction in Germany, moves their place of residence or company headquarters or usual place of abode outside of Germany after conclusion of the contract, or their place of residence or company headquarters or usual place of abode is not known at the time the action is filed.

## 17 Choice of law

For the contractual relationship between MB Dokutec GmbH & Co. KG and the client and for all present and future claims arising from this contractual relationship, the applicability of German law shall be deemed agreed.

Amtzell, February 2017

Version 1/2017