



Preferred Design House of Infineon Technologies AG General terms and conditions as well as cancellation policy

Issue Winter 2021

www.tbench-solutions.com

Copyright © TBench.Solutions UG

TBENCH.SOLUTIONS

Contents

I. TERMS AND CONDITIONS 3

§ 1 CONTRACT OBJECT / CONCLUSION OF CONTRACT 3

§ 2 SCOPE OF SERVICES 3

§ 3 WARRANTY, GUARANTEE FOR WORK CONTRACTS AND WHEN PURCHASING GOODS..... 3

§ 3A RETENTION OF TITLE 4

§ 4 OBLIGATIONS OF THE CLIENT 4

§ 5 REMUNERATION AND PAYMENT PROCESSING 5

§ 5A PREVENTION OF THE CONTRACTOR..... 5

§ 5B TERMINATION, CANCELLATION 5

§ 6 LIABILITY 5

§ 7 CONFIDENTIALITY 6

§ 8 DATA PROTECTION..... 6

§ 9 REFERENCE / LABELING 7

§ 10 DISPUTE SETTLEMENT 7

§ 11 FINAL PROVISIONS 7

II. CANCELLATION POLICY 8

I. Terms and Conditions

§ 1 contract object / conclusion of contract

(1) The contract is concluded between the provider of the company TBench.Solutions UG (haftungbeschränkt), Tempowerkring 6, D-21079 Hamburg (hereinafter: "contractor") and the customer (hereinafter:"client") by accepting the information provided by the submitted offer. The text form is required for the contract to be effective. The contract text is saved while observing the data protection regulations. The contract is concluded in German.

(2) Previous offers are subject to change. Offers are valid for a period of 14 days. All agreements only become binding upon confirmation in text form, which is always considered a commercial letter of confirmation if the client is an entrepreneur.

(3) The client is a consumer within the meaning of § 13 BGB, insofar as the purpose of the ordered deliveries and services cannot primarily be attributed to his commercial or independent professional activity. On the other hand, an entrepreneur is, according to § 14 BGB, any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of their commercial or independent professional activity.

(4) The contractor is entitled to use third-party services in order to fulfill the obligations from the contract without the consent of the client. Any confidentiality agreements remain unaffected.

§ 2 Scope of services

(1) The services to be provided by the contractor are based on the individual agreements of the parties which result from the offer of the contractor.

(2) Services not agreed in advance are not covered by this agreement and the agreed remuneration. Such services must be ordered and paid for separately.

(3) Rights of use to external products are acquired by the customer independently and legally separately from the services offered. The license conditions of the respective manufacturer of the software or a protected work must be observed.

(4) With regard to the content created by the contractor, the client is granted a non-exclusive right of use that is unlimited in terms of time and content. Any copyright notices may not be removed.

(5) The client is responsible for keeping any necessary playback software ready, unless otherwise agreed.

(6) The client has no claim to the source text of software or the documentation for the creation of hardware, unless otherwise agreed. The contractor will provide the material in a common file format if digital services are owed.

(7) Insofar as printouts or data carriers (e.g. CD-ROM, memory card, USB stick) are sent by post, the client bears the risk of dispatch if this is an entrepreneur.

(8) The contractor is entitled to patents, unless otherwise agreed.

(9) Unless otherwise agreed, only the compatibility with the current operating system and / or the tool chain and / or microcontroller version is owed when developing a software.

(10) When carrying out training, premises and meals are to be provided by the client.

(11) Paragraph 10 applies accordingly to training programs.

§ 3 Warranty, guarantee for work contracts and when purchasing goods

If the service provided is a work contract or the client purchases goods, the following applies:

(1) The contractor is liable for defects in the work / item in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB for goods and §§ 634 ff. BGB for works. For entrepreneurs, the warranty period for works / goods delivered by the contractor is 12 months. The warranty period for used goods is reduced to 12 months.

(2) If the client is an entrepreneur, the contractor must be notified of defects immediately in writing in order to maintain the client's claims for defects, but at the latest within two weeks of delivery. The defective works / goods are to be kept ready for inspection by the contractor in the condition in which they were at the time the defect was discovered.

(3) An additional guarantee exists for the works / goods delivered by the contractor only if this was expressly given in the order confirmation for the respective article.

§ 3a Retention of title

(1) The delivered goods remain the property of the contractor until full payment has been made.

(2) The contractor retains title to entrepreneurs until all claims from an ongoing business relationship have been settled in full.

(3) The client is entitled to resell the goods subject to retention of title in the ordinary course of business provided that he is an entrepreneur and the contractor has given written consent. The client assigns all resulting claims against third parties to the contractor in the amount of the full invoice value. The processing of the goods has no influence on the effectiveness of the assignment. However, the client remains authorized to collect his claims even after the assignment, without affecting the contractor's authority to collect the claims. The contractor dispenses a collection of the claims as long as no application has been made to open insolvency proceedings and / or the client fulfills his payment obligations to the contractor without deductions and / or does not fall into arrears.

§ 4 Obligations of the client

(1) The client undertakes to cooperate in the fulfillment of the contract in such a way that the contractor can carry out the work smoothly. In particular, all information that is necessary for the performance of the service must be transmitted to the contractor truthfully and completely. Damage due to insufficient information will be borne by the client (reference is made to § 6).

(2) The client is responsible for compliance with data protection and personal law regulations. The client guarantees to obtain any necessary consent. The client indemnifies the contractor from any claims that third parties may have on them due to the violation of such rights.

(3) The client is responsible for compliance with legal provisions after receipt of the service / goods. This applies in particular to the legal requirements in certain countries. The check for legal conformity is not the subject of the service owed, unless expressly agreed.

(4) If errors occur when using the contractual object, the client is obliged to immediately report them to the contractor in writing and to provide the information that is useful for the rectification of the error. This includes, in particular, the listing of the sequence of program sequences, the reproduction of the activities carried out with the object of the contract, etc. At the request of the contractor, the client will record the reported errors and provide him with this documentation.

(5) The client guarantees that the content transmitted by him is free of third party rights and releases the contractor from any claims in this regard.

- (6) The client is obliged to check the services performed by the contractor and to carry out any necessary validations.
- (7) If the client violates the obligations, the contractor is entitled to invoice the additional costs incurred (e.g. additional labor costs).

§ 5 Remuneration and payment processing

- (1) Unless otherwise agreed, the contractor calculates his services on the basis of a flat fee. Work on weekends and public holidays is only carried out after the parties have agreed. The agreed prices apply per employee, unless otherwise agreed.
- (2) The contractor requires a down payment upon conclusion of the contract unless otherwise agreed. The amount depends on the offer of the contractor. The remaining amount is due upon completion. When purchasing a product, the full amount is due with the payment term specified on the invoice, unless otherwise agreed.
- (3) The payment method is based on the agreements between the parties.
- (4) If payment by invoice has been agreed and the due date of the payment is determined according to the calendar, the client is already in default by missing the appointment. In this case, he has to pay the contractor default interest for the year of 5 percentage points above the base rate. If the client is an entrepreneur, the default interest amounts to 9 percentage points above the base rate. The obligation of the client to pay default interest does not exclude the contractor from asserting further damage caused by delay.
- (5) The contractor is entitled to withdraw from the contract if the client is in default.

§ 5a Prevention of the contractor

- (1) If the contractor is prevented from providing the service due to illness or force majeure, the agreed delivery time / service time is extended by the duration of the prevention.
- (2) The contractor is not obliged but entitled to have the service performed by a third party during the prevention insofar as existing confidentiality agreements are not affected. If the service is provided by a third party, the client will not incur any additional costs. The agreed settlement of the parties will apply.

§ 5b termination, cancellation

- (1) The right to ordinary termination is excluded. The right to extraordinary termination for an important reason remains unaffected.
- (2) Termination requires the text form to be effective.
- (3) The date on which the notice of termination is received by the recipient is decisive
- (4) The following applies to the training program in the event of cancellation: The client owes a cancellation fee of 50% of the order amount.
- (5) Cancellation of the contract is otherwise excluded. The client's right of withdrawal remains unaffected if the client is a consumer.

§ 6 Liability

- (1) Claims by the client for damages are excluded. This does not include claims for damages on the part of the client from injury to life, limb, health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the contractor, his legal representatives

or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

(2) In the event of a breach of essential contractual obligations, the contractor is only liable for the contractually typical, foreseeable damage if this was caused simply by negligence, unless the client is entitled to compensation for damage to life, limb or health.

(3) Liability for loss of profit towards entrepreneurs is excluded. Paragraph 1 remains unaffected.

(4) The restrictions also apply in favor of the contractor's legal representatives and vicarious agents if claims are made directly against them.

§ 7 Confidentiality

(1) "Confidential information" is all information and documents of the other party that become known to the other party.

(2) Both parties undertake to keep confidential information concerning the other party and to use it only for the execution of this contract and the purpose pursued thereby.

(3) Both parties undertake to impose the confidentiality obligation on all employees and / or third parties who have access to the aforementioned business transactions.

(4) The duty of confidentiality according to paragraph 2 does not apply to information

a) that were known to the other party when the contract was concluded,

b) which had already been published by the contractor at the time of disclosure, without this resulting from a breach of confidentiality by the other party,

c) which the other party has expressly approved in writing for disclosure,

d) which the other party received legally and without restriction regarding confidentiality from other sources, provided that the disclosure and exploitation of this confidential information does not violate contractual agreements, statutory provisions or official orders,

e) which the other party developed itself without access to the client's confidential information,

f) which must be disclosed due to legal information, information and / or publication obligations or official orders. To the extent permissible, the party obliged to do this will inform the other party as soon as possible and support them in the best possible way in taking action against the disclosure obligation.

(5) Reference is made to a nondisclosure agreement that may need to be concluded separately. This becomes part of the contract. Insofar as this differs from § 7, this takes precedence over the General Terms and Conditions.

§ 8 Data protection

(1) The client agrees to the storage of personal data in the context of the business relationship with the contractor, taking into account data protection laws, in particular the BDSG (German data protection law) and the GDPR. Data will not be passed on to third parties unless this is necessary for the execution of the contract or if there is consent.

(2) Insofar as the contractor has to process personal data of third parties (e.g. employees, clients) when executing the contract, the client assures that he has obtained the consent of the person concerned and releases the contractor from any claims in this regard.

(3) If remote maintenance is agreed between the parties, the client declares his consent, which can be revoked at any time, according to which the contractor can dial into his computer system in consultation with and in the presence of the client to carry out maintenance.

(4) The rights of the client or the person concerned arise in particular from the following standards of the GDPR:

- Article 7 (3) - right to withdraw consent under data protection law
- Article 15 - the data subject's right to information, right to confirmation and to provide a copy of the personal data
- Article 16 - Right to rectification
- Article 17 - Right to Deletion ("Right to be Forgotten")
- Article 18 - Right to restriction of processing
- Article 20 - Right to data portability
- Article 21 - Right to object
- Article 22 - right not to be subject to a decision based solely on automated processing - including profiling
- Article 77 - Right to lodge a complaint

(5) To exercise the rights, the client or the person concerned is asked to send an email to the contractor or, in the event of a complaint, to the responsible supervisory authority.

(6) The contractor assures that he has taken technical and organizational measures to ensure the protection of personal data. For the rest, reference is made to the data protection declaration of the contractor.

§ 9 Reference / labeling

(1) The contractor is entitled to provide the client free of charge as a reference on the website and in social networks, unless expressly agreed otherwise.

(2) The contractor is entitled to place a reference to the contractor's company on the content created. This also includes embedding a link on the contractor's website, if possible. A different agreement requires the text form.

§ 10 Dispute settlement

(1) The EU platform for out-of-court online dispute resolution can be reached at the following Internet address:

<https://ec.europa.eu/consumers/odr/>

(2) The contractor is neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration board.

§ 11 Final provisions

(1) The business relationships between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) The place of jurisdiction and place of performance is the seat of the contractor in Hamburg, insofar as the client is a merchant within the meaning of the HGB or a legal person under public law or a special fund under public law. The same applies if the client does not have a general place of jurisdiction in Germany or if the place of residence or habitual residence is not known at the time the action is brought.

(3) By concluding the contract, the client agrees to the applicable general terms and conditions.

(4) There are no side agreements to the contract. If ancillary agreements are agreed, they must be in text form to be effective. Agreements in written offers of the parties take

precedence over these terms and conditions if there are contradictions to the terms and conditions.

(5) Should any provision of these general terms and conditions be or become ineffective, the validity of the general terms and conditions will not be affected. Instead of the ineffective provision, a provision should come that comes as close as possible to the will of the parties within the limits of what is legally possible. The same applies in the event of a loophole.

II. Cancellation policy

Withdrawal

(1) Consumers generally have a statutory right of withdrawal when concluding a distance selling transaction, about which the provider subsequently provides information in accordance with the legal model. The exceptions to the right of withdrawal are regulated in paragraph (2). A model withdrawal form can be found in paragraph (3).

Right of withdrawal

Withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract was concluded for services and for goods purchased fourteen days from receipt of the goods.

To exercise your right of withdrawal, you must inform us of your decision to cancel this contract by means of a clear statement (e.g. a letter sent by post, telephone call or email). You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your communication regarding your right of cancellation before the cancellation period expires.

Consequences of the cancellation when ordering a service / work

If you cancel this contract, we have to repay all payments we have received from you immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

Consequences of cancellation when purchasing goods

If you cancel this contract, we have made all payments to you that we have received from you, including delivery costs (with the exception of the additional costs that result from the fact that you chose a different type of delivery than the cheap standard delivery we offer have) to repay immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any event no later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send off the goods before the period of fourteen days has expired.

You bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the nature, properties and functionality of the goods.

(2) The right of withdrawal does not exist for contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or that are clearly tailored to the personal needs of the consumer.

The right of withdrawal expires in the case of a contract for the delivery of digital content that is not on a physical data carrier even if the entrepreneur has started to execute the contract after the consumer has expressly agreed that the entrepreneur will execute the contract before the expiry of the Withdrawal period begins, and his knowledge has confirmed that his consent loses his right of withdrawal when the contract is executed.

The right of withdrawal expires in the case of a contract for the provision of services even if the entrepreneur has rendered the service in full and only started to perform the service after the consumer has given his express consent and at the same time has confirmed his knowledge that he loses his right of withdrawal if the contract is fully fulfilled by the entrepreneur. In the case of a contract concluded outside of business premises, the consent of the consumer must be transmitted on a durable medium.

(3) According to the legal regulation, the provider provides information on the model withdrawal form as follows:

Model withdrawal form

(If you want to cancel the contract, please fill out this form and send it back.)

- To:

TBench.Solutions UG (haftungsbeschränkt)
Tempowerk
Tempowerkring 6
D-21079 Hamburg

Or by email: info@tbench-solutions.com

- I / We (*) hereby revoke the contract concluded by me / us (*) on the purchase of the following services / goods (*) /
- Ordered on (*) / received on (*)
- Name of the consumer (s)
- Address of the consumer (s)
- Signature of the consumer (s) (only for notification on paper)
- date

(*) Please delete where inapplicable

The revocation can also be explained by telephone:

Telephone: +49 (0) 40 79012 808

End of revocation.

As of: January 2021



TBench.Solutions UG

Tempowerk
Tempowerkring 6
21079 Hamburg / Germany

T +49 40 79012 808

F +49 40 79012 888

info@tbench-solutions.com

www.tbench-solutions.com

Copyright © TBench.Solutions UG

TBENCH.SOLUTIONS