costdata GmbH General Terms and Conditions (GTC)

1. For Whom are These Terms and Conditions Valid?

These Terms and Conditions shall be valid for all agreements concluded between the Customer and the Seller via our costdata· shop www.costdata.de. **Customers in accordance with these General Terms and Conditions [GTC] shall be considered exclusively entrepreneurs**.

Entrepreneurs shall be considered natural or juridical persons or partnerships, which have the capacity to conduct legal dealings, which are exercising their commercial or independent professional duties during the conclusion of the legal transaction.

Any deviating business terms and conditions of the Customer shall not be valid unless costdata has expressly approved them.

costdata shall at any time be entitled to modify or amend the GTC – including with effectiveness for any current agreements – subject to the provision of appropriate advance notice. The Customer shall have the right to object to the change or addition. However, if the Customer does not object within six weeks after the receipt of the change notification, then the changes or additions shall become valid. costdata shall notify the Customer of the option of lodging an objection and of the timeframe for lodging an objection at the same time that it sends the change notification.

2. With Whom and How Will the Agreement be Concluded? Will the Contractual Text be Stored? What Arbitration Options are Available?

2.1 Agreements shall be concluded only with entrepreneurs in accordance with § 14 BGB [German Civil Code]. Consumers shall not be permitted to order via our costdata· shop.

2.2 In the case that an Agreement is concluded, the Agreement shall be concluded with

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2.3 The presentation of the data sets in our costdata· shop shall constitute no legally-binding contractual offer upon our part, but rather only a non-binding request to the Customer to order data sets. Through the ordering of the requested data sets, the Customer is hereby rendering an offer that is binding for him to conclude a Purchasing Agreement.

2.4 Upon the receipt of an order in our costdata· shop, the following provisions shall be valid: The Customer shall hereby be rendering a binding contractual offer by successfully completing the ordering procedure prescribed in our web shop.

Moreover, the Customer shall have the option of requesting merely an offer.

In order to make orders in our web shop or to request offers, a registration and/or a log-in is necessary. New Customers can register by entering and/or sending the required data to us (a permanent customer account shall be created); any Customers who have already registered can log in by entering their log-in data in the web shop.

The order shall then be made in the following steps:

1. Selection of the desired data sets

2. Confirmation by clicking on the "Add to shopping cart" button

3. Reviewing the data in the shopping cart. By pressing the "Remove" button, individual items can be removed again from the shopping cart.

4. The Customer shall have the choice of requesting an offer or directly ordering the selected data sets:

   a. Pressing the "Request an offer" button in order to request an offer from costdata. After pressing the button, the Customer shall receive a message with contact data and the number which has been assigned to his inquiry requesting an offer. The Customer can at any time view the status of the inquiry in the shop's log-in area under the "Previous Requests".

   Alternatively:

   b. Pressing the "Order directly" button in order to directly order the selected data sets at the indicated price.

5. Repeated reviewing and/or correction of the respectively-entered data. By pressing the "Remove" button, individual items can be removed from the shopping cart.

6. Binding submission of the order via the "Order with obligation to pay" button.

After controlling their data and before bindingly submitting the order, by pressing the "Back" key in the web browser which he is using, the Customer can once again return to the website where his data are stored and correct any inputting errors and/or discontinue the ordering process by closing the web browser.

We shall immediately confirm the receipt of the order via an automatically generated e-mail ("Order Confirmation"). We shall only then be considered to have accepted the Customer's offer upon the sending of the invoice by e-mail. The Customer can at any time review the status of the order in the shop's log-in area at "Previous Requests".

2.5 Storage of the contractual text for orders via our web shop: We shall store the contractual text and send you the order data and our GTC via e-mail.

3. What Prices, Delivery and Payment Conditions shall be Valid?

3.1 The prices shall be valid which have been indicated on our website when the order was made. We reserve the right to correct any obvious errors in this regard.

3.2 The prices indicated in the offers shall not include the statutory VAT (currently 19%). The prices – including the statutory VAT – shall only then be stated in the order overview of the shopping cart insofar as this has been indicated and/or becomes a component of the invoice.

3.3 The Customer shall have exclusively the option of payment in advance. He shall be obliged to promptly pay the purchase price after the Agreement has been concluded. In this case, the total amount must be transferred to the bank account indicated on the invoice.

4. How Can the Agreement be Revoked?

Only consumers shall be entitled to a right of revocation. Because costdata concludes agreements exclusively with entrepreneurs, we shall grant no right of revocation.

5. What Delivery Conditions shall be Valid?

5.1 The delivery of the ordered data sets shall be made within a maximum of 3 working days after the payment has been received. The delivery shall be made digitally.

6. What Warranty Rights shall be Available?

6.1 Any complaints owing to incomplete or flawed data sets must be announced in writing to costdata by no later than seven days after delivery insofar as it entails obvious defects; in the case of hidden defects, promptly upon their discovery. A delayed usage of the data sets shall not release the Customer from his obligation to conduct a reasonable inspection of the same upon their receipt.

6.2 If concealed defects are discovered, any processing that has been begun of the data sets that we have provided must be immediately discontinued. If the Customer nonetheless continues to process the data sets, then they shall be considered to have been accepted.

6.3 In the case that a justified and timely complaint has been lodged, costdata may – as it so chooses – either make a rectification or make a replacement delivery for the defective data sets. The Customer may only then withdraw from the Agreement if two rectification attempts have failed or the replacement delivery is once again defective or the rectification is not implemented within an appropriate timeframe.

6.4 Any more extensive claims for defects as well as particularly the right to reduce the purchase price (price reduction right) shall be excluded.

6.5 The timeframe for the assertion of claims for defects shall amount to 12 months after the delivery of the data sets.

7. What Liability Provisions shall be Valid?

7.1 In accordance with the statutory provisions, the Seller shall be liable in unrestricted fashion for damages arising from the loss of life, physical injury or damage to health which are based upon intentional wrongdoing or gross negligence as well as for any other damages which are based upon intentional wrongdoing or gross negligence as well as malice. Moreover, the Seller shall be liable in unrestricted fashion for any damages which are encompassed by the liability prescribed in accordance with the mandatory statutory guidelines such as from the German Product Liability Act as well as in the case that warranties have been provided.

7.2 For such damages which are not covered by Clause 7.1 and which have been caused through simple or minor negligence, the Seller shall be liable insofar as this negligence affects the violation of contractual obligations whose fulfilment only then makes possible the proper implementation of the Agreement at all and upon whose fulfilment the Customer may regularly rely (so-called cardinal obligations). In this regard, the Seller's liability shall be restricted to the contractually typical, foreseeable damages.

7.3 Any further liability shall be excluded.

8. Final Provisions

8.1 The law of the Federal Republic of Germany shall be valid.

8.2 The provisions of the United Nations Convention on Contracts for the International Sale of Goods (U.N. Sales Law) shall not be valid.

8.3 The contractual language shall be German.