General Terms & Conditions
Professional Consulting

1. Contracting parties

1.1 "EPLAN" in the sense of these Terms and Conditions is the Eplan company named in the respective order confirmation and which establishes a contractual relationship with the Contracting Party on this basis.

1.2 "Contracting Party" in the sense of these Terms and Conditions is the person, the company, the merchant, the legal entity under private or public law or the special fund under public law named as a Contracting Party of EPLAN in the order confirmation or registered as a user on the Eplan cloud platform.

1.3 "Affiliated Companies" in the sense of these contract conditions are legally independent companies that a) hold the majority of the shares or the majority of the voting rights in another company (majority shareholding) as well as such companies that are under such a majority shareholding, or b) that can directly or indirectly exercise a controlling influence on another company (controlling relationship) as well as such companies that are under such a controlling relationship, or c) that are under joint management or are otherwise dependent on each other.

2. Subject matter of the contract, conclusion of the contract

2.1. These General Terms and Conditions of Professional Consulting (hereinafter referred to as "GTC") apply to the Contracting Party's use of EPLAN for consulting services. These GTC apply exclusively. General Terms and Conditions of the Contracting Party shall not apply and are hereby expressly excluded. General Terms and Conditions of the Contracting Party shall not become part of the contract, even if EPLAN has not expressly rejected them.

2.2. All offers made by EPLAN are subject to change and non-binding. This shall also apply if EPLAN has provided the Contracting Party with product descriptions that have currently valid prices. An order placed by the Contracting Party constitutes an offer directed to EPLAN for the conclusion of a consulting contract under inclusion of these GTC. All offers submitted by the Contracting Party are subject to subsequent acceptance by EPLAN. The submission of an offer is made at least in electronic form (email, booking via website). EPLAN shall only validly accept the offer and the contract shall only be concluded when EPLAN has confirmed acceptance of the offer to the Contracting Party. With the confirmation, either a service contract or a work contract is concluded between EPLAN and the Contracting Party, depending on the subject of the confirmed order.

2.3. Contractual services constitute advice and support provided to the Contracting Party. EPLAN shall provide services under its own responsibility; the Contracting Party himself shall remain responsible for the results striven for and achieved by the Contracting Party in so doing (hereinafter individually referred to as "contractual services"). The estimated prices for work and labor services and services based on time and materials specified in the quotation are non-binding. The stipulated quantities underlying an estimate are based on an assessment of the forecasted scope of services based on EPLAN's experience and prepared to the best of its knowledge.

3. Provisions for consulting services under a work contract

3.1 In the case of contractual work services, EPLAN shall be responsible for controlling, managing, and monitoring the provision of services as well as the results achieved (hereinafter individually referred to as "contractual work services").

3.2 When providing the services (hereinafter referred to as "provision of services"), EPLAN is dependent on the Contracting Party fulfilling the necessary obligations to cooperate resulting from the type of service, but in particular those referred to in Section 3 of these GTC. If the Contracting Party does not fulfill these obligations to cooperate or does not fulfill them sufficiently or is late and delays and/or damages occur as a result, EPLAN shall not be responsible for such damages or any consequential damages resulting therefrom and the agreed deadlines shall be postponed at least by the duration of the delay caused by the Contracting Party's failure to fulfill its obligations of cooperation or its failure to fulfill them sufficiently. Should additional costs be incurred as a result of the Contracting Party not fulfilling the participation services by the due date, EPLAN can invoice such – without prejudice to any further rights under law – at its usual terms and conditions.

3.3 The "description of the services" in the case of contractual work services, in particular adaptation programming, customizing or similar, shall be drawn up and recorded jointly between the Contracting Party and EPLAN in a service description, a requirements specification, a specification or other overviews of this kind (hereinafter referred to as "service description") – depending on the type of contractual work service – before and/or during the provision of services with regard to the acceptance of the service.

3.4 In the case of contractual work services, EPLAN shall prove to the Contracting Party at the final date – if agreed – that the services have been performed and an acceptance shall be carried out by performing a functional test or a trial run in accordance with the parameters agreed in the service description and/or the contract and shall be as follows in the basic procedure:

a) The result of the acceptance shall be recorded in a protocol to be drawn up and signed jointly by EPLAN and the Contracting Party, which shall also contain a defect list with the defects categorized by the contracting parties; this shall also apply in the case of a lack of defects.

b) If the Contracting Party does not carry out the acceptance without delay, EPLAN may set in writing the Contracting Party a reasonable deadline for acceptance of at least one (1) week. Acceptance shall be considered as implicitly declared after expiry of the deadline if the Contracting Party has been expressly notified in writing of the setting of the deadline and has not given written notice of any defects preventing acceptance by the expiry of the set acceptance deadline. Acceptance shall also be considered as granted if the Contracting Party uses the supplies and services productively, i.e. not merely for test purposes, unless trial operation under productive conditions was expressly agreed as part of the acceptance procedure.

c) Insignificant defects i.e. defects of categories 2 and 3, which do not affect the functionality of the product, do not entitle the Contracting Party to refuse acceptance. Defects in these categories 2 and 3 shall be corrected in accordance with a schedule to be jointly established by the contracting parties.

d) If the service owed by EPLAN can be split into self-contained subsystems that can be accepted separately, the Contracting Party shall be obliged to accept these if they are capable of acceptance. Components or partial results that are used productively by the Contracting Party shall be considered as having been accepted.

e) This procedure shall apply mutatis mutandis if releases or functional tests are provided for instead of an acceptance test, even if these are not intended to have the effect of an acceptance test.

3.5 The categorization of defects with regard to acceptance takes place in the following defect classes:

- **Category 1:** The software cannot be used. The error cannot be circumvented in an economically feasible manner using organizational or other tools.

- **Category 2:** The use of the software is not affected to the extent that it cannot be used. The error can be circumvented in an economically feasible manner using organizational or other tools.

- **Category 3:** No significant impact on functionality and usability. The use of the software is not or only marginally restricted.

4. Subscription consulting, annual contingent

4.1 The Contracting Party may order subscription consulting services. EPLAN provides subscription consulting services under its own responsibility. The Contracting Party itself remains responsible for the results sought and achieved by the Contracting Party in the process.

4.2 Within the scope of subscription consulting, the Contracting Party has the option to order and call up a certain service contingent on a service-contract basis for a certain period of time. The call of the service contingent must take place within the calendar year. The Contracting Party is responsible for scheduling and calling up the service contingent. Service contingents not called up within a calendar year expire at the end of the respective calendar year and cannot be carried over to the following year.

4.3 The contractual relationship shall commence at the start of the contract specified in the order confirmation and shall be concluded for an indefinite period. The service contingent always refers to a term of one calendar year. If the contract is concluded during the year, the service contingent for the first year will not be reduced proportionately.

4.4 The contractual relationship may be terminated by either contracting Party for the first time at the end of the second calendar year after the start of the contract with a notice period of three months' notice to the end of the year. If no notice of termination is given, the contractual term shall be extended by a further calendar year (extension period) until notice of termination is given no later than three months before the end of the respective calendar year.

4.5 Unless otherwise agreed, the remuneration for subscription consulting services shall be due immediately at the beginning of the conclusion of the contract and at the beginning of each extension period.

5. Cooperation obligations of the Contracting Party

5.1 The Contracting Party is solely and exclusively responsible for the necessary hardware and software environment with regard to the services to be provided by EPLAN. This applies in particular to the system requirements and the handling of the software supplied by EPLAN by employees and agents of the Contracting Party. The Contracting Party shall ensure the establishment of a functional, sufficiently dimensioned hardware and software environment, also considering any additional load from Eplan products.

5.2 The Contracting Party shall observe the instructions and minimum requirements given by EPLAN for the installation and operation of the software.

5.3 As far as necessary, the Contracting Party shall provide - free of charge and to the required extent - premises, access to the premises as well as access to the required hardware and software, data and telecommunication facilities and, if applicable, personnel so that EPLAN can perform the consulting services in accordance with the contract.

5.4 In order to enable EPLAN to remedy any errors as best and as quickly as possible, the Contracting Party shall grant EPLAN access to the services provided by EPLAN, in particular to software and parts thereof, within the scope of troubleshooting and error correction.

5.5 Before EPLAN accesses the Contracting Party's equipment for the aforementioned purpose, the Contracting Party shall back up the data concerned (e.g. project files).

6. Changes to the scope of services

6.1 Each of the contracting parties can request in writing to the other contracting party for changes to be made to the agreed scope of services. Following receipt of the change request, the recipient shall review the change to determine whether and under which conditions this is feasible and shall immediately notify the applicant of his agreement or refusal, where applicable stating the reasons therefor.

6.2 If a change request of the Contracting Party requires an extensive review, EPLAN shall inform the Contracting Party of this before the start of the review. If the Contracting Party agrees to the inspection by EPLAN, EPLAN shall invoice the Contracting Party for the time and effort required for the inspection after prior written consent by the Contracting Party.

6.3 Changes to the agreed scope of services shall only become valid in accordance with the principles underlying these contractual terms after the conclusion of the corresponding amendment agreement. Until then, EPLAN shall be entitled to and obliged to continue the work on the basis of the existing contract.

7. Project manager

The Contracting Party shall designate a person responsible for providing EPLAN with the required information at short notice, take decisions or who can bring about such. EPLAN also appoints a project manager who has the necessary expertise, is able to provide sufficient information and can bring about decisions at short notice.

8. Ownership rights, copyrights and rights of use

If no other arrangement has been made in the contract, the Contracting Party shall be granted an irrevocable, spatially unrestricted, non-exclusive and non-transferable right of use of the services that are the subject matter of the contract for an unlimited period of time; the granting of the rights of use is contingent upon the full settlement of all remuneration claims to which EPLAN is entitled under this contractual relationship. All ownership rights, copyrights and other rights of use remain at EPLAN unless otherwise agreed upon with the Contracting Party.

9. Liability

9.1 EPLAN shall only be liable if EPLAN is at fault, unless the law provides for liability even without fault.

9.2 EPLAN shall be liable without limitation for intent and gross negligence.

9.3 In the event of a degree of fault which falls short of Section 9.2 (simple negligence), EPLAN shall be liable

a) unlimited in case of injury to life, body or health;

b) limited to compensation for the foreseeable, typically occurring extent of damage for other damage arising from the breach of an essential contractual obligation. An essential obligation is an obligation the fulfillment of which makes the proper performance of the contract possible in the first place and on the maintenance of which the other Contracting Party justifiably relies.

9.4 In addition to Section 9.3, EPLAN shall be liable exclusively for direct property damage up to a maximum of the respective order amount per damaging event, whereby the liability for the entirety of all damaging events within a calendar year shall be limited to DKK 750.000,00. Liability for financial loss and any kind of consequential damage is excluded, in particular for loss of profit, for damage resulting from loss of production and for damage incurred by third parties.

10. Materials of third parties

The Contracting Party shall warrant to EPLAN that all materials made available by him to EPLAN under the contract are free of any rights of third parties that preclude processing by EPLAN. The Contracting Party shall indemnify EPLAN against all claims of third parties that may arise from this insofar as there is no intent nor gross negligence on the part of EPLAN or its subcontractors.

11. Closing provisions

11.1 EPLAN may, at its own discretion and considering the legitimate interests of the Contracting Party, subcontract services to subcontractors selected by it. EPLAN is responsible for the services of these subcontractors as for its own services.

11.2 Amendments and supplements to these GTC and/or the respective contract must be made in writing (including fax and e-mail) and must be expressly marked as such.

This shall also apply to any amendment to this clause. No verbal subsidiary agreements have been made.

11.3 These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Denmark. The UN Sales Law of April 11, 1980 (Vienna CISG Convention) shall be excluded.

11.4 If the Contracting Party is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with this contract shall be the registered office of EPLAN. If EPLAN files a lawsuit, EPLAN shall also be entitled to file suit against the Contracting Party at its place of business.

As of: August 2024