TECHCARE

TECHCARE SOLUTIONS GMBH

Terms & conditions

§ 1 Scope

(1) These General Terms and Conditions ("GTC") apply to all contracts of TechCare Solutions GmbH ("TechCare") with businesses within the meaning of § 14 BGB, legal entities under public law, and public-law special funds ("Customer").

(2) Deviating, conflicting, or supplementary terms of the Customer shall only become part of the contract if and insofar as TechCare has expressly agreed to their validity in writing.

§ 2 Subject matter and scope of services

(1) The subject matter of the contract is vendor-independent maintenance, repair, installation, and lifecycle management services for IT hardware (server, storage, network, peripherals), which TechCare provides in accordance with the individual contract and the agreed SLA tier.

(2) The specific scope of services, the covered systems (hardware inventory), and the agreed response and recovery times (SLA) are set out conclusively in the individual contract or the associated service-level appendix.

(3) TechCare is entitled to use qualified subcontractors to perform the services.

§ 3 Contract conclusion and term

(1) Offers from TechCare are non-binding unless expressly marked as binding. Binding offers have a validity period of 30 days from the offer date, unless agreed otherwise.

(2) Maintenance contracts are concluded for the fixed term agreed in the individual contract (typically at least 12 months) and end when that term expires, without the need for termination. There is no automatic renewal. TechCare will submit a renewal offer in good time before expiry; follow-on agreements are made separately between the parties.

§ 4 Customer's duties to cooperate

(1) The Customer shall ensure unhindered access for TechCare and its agents to the contracted systems during the agreed service hours.

(2) The Customer shall designate a technical contact, ensure appropriate data and configuration backups prior to each service intervention, and report incidents immediately via the agreed escalation channels.

(3) Material changes to the hardware inventory (additions, removals, relocation) shall be reported to TechCare within 14 days.

§ 5 Pricing and payment terms

(1) The prices agreed in the individual contract apply, plus the applicable statutory VAT.

(2) Maintenance fees are — unless otherwise agreed — invoiced annually in advance and payable within 14 days of the invoice date without deduction.

(3) In the event of default, default interest of 9 percentage points above the base rate is charged (§ 288 (2) BGB). The right to claim further damages is reserved.

§ 6 Service levels and response times

(1) The agreed response times apply from receipt of a valid incident report via the agreed escalation channels within the contractually defined service hours.

(2) Response time means the time between receipt of an incident report and the start of work by a qualified technician. It is not equivalent to a restoration time.

(3) Force majeure, official orders, utility outages, and delays attributable to the Customer extend the response and processing periods accordingly.

§ 7 Warranty

(1) TechCare performs the maintenance services with the diligence of a proper IT service provider in accordance with the current state of the art.

(2) In the event of defective performance, TechCare shall, at its option, remedy the defect or perform the service anew. If subsequent performance fails twice despite a reasonable grace period, the Customer is entitled to reduce the price or to withdraw from the affected individual order.

§ 8 Liability

(1) TechCare is liable without limitation for intent and gross negligence, for damages arising from injury to life, body or health, and under the provisions of the Product Liability Act.

(2) In cases of slight negligence in the breach of essential contractual obligations (cardinal obligations), liability is limited to typical foreseeable contractual damages. Liability is limited per damage event to twice the annual net maintenance fee of the affected contract, but no more than EUR 250,000.

(3) Any further liability — in particular for lost profits, indirect damages, and data losses that could have been avoided by proper data backup to be maintained by the Customer — is excluded.

§ 9 Confidentiality and data protection

The contracting parties undertake to treat all information of the other party that becomes known in connection with the contract as confidential. Processing of personal data is carried out in accordance with the GDPR and a separately concluded data processing agreement (DPA) under Art. 28 GDPR.

§ 10 Final provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with this contract is — where legally permissible — the registered office of TechCare in Hahnstätten.

(3) Should individual provisions of this contract be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The contracting parties shall replace the invalid provision with a valid one that comes as close as possible to the economic intent.

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