

Terms & conditions of ecoObs GmbH

Hermann-Kolb-Str. 35b
90475 Nuernberg, Germany

Version: 26. Februar 2026

§1

Subject of agreement, applicability

- (1) These terms and conditions are applicable to all legal relationships between ecoObs GmbH and their respective clients including delivery of hardware, software, accessories, parts and services based on the contract signed between ecoObs GmbH and the client.
- (2) The terms and conditions are valid for corporate clients, legal entities of public law or of special funds under public law, in the following titled client. If the customer does not implicitly state his role as consumer, we always expect corporate status.
- (3) The applicability of any purchasing conditions or other terms and conditions used on the part of the client is explicitly and always rejected.

§2

Offer, Contract validity, Contract material

- (1) An order by the client is seen as a binding offer that we can accept within one week by sending an order confirmation. All our offers given in advance are non binding.
- (2) We keep ownership and copyright for all images, drawings and other material. This also accounts for any kind of written material that was marked explicitly as confidential. These can not be transferred to third person without our written consent.

§3

Delivery dates, place of performance

- (1) Delivery dates and periods specified by us in a quotation or order confirmation are generally non-binding unless their binding nature has been agreed upon in writing. Delivery periods commence upon the conclusion of the contract.
- (2) The customer may request delivery three weeks after a non-binding delivery date or delivery period has passed. We shall be in default upon receipt of said request.
- (3) In the event of delays caused by a failure of our suppliers to supply us on time—where such failure is not attributable to us—or due to force majeure, delivery times shall be extended to a reasonable extent.
- (4) Unless otherwise agreed, the place of performance is our registered office. Goods are generally shipped insured at the customer's expense and risk, unless a different written agreement has been expressly made.

§4

Prices, payment conditions

- (1) Prices are net, ex works (ecoObs GmbH's place of business), plus VAT and shipping costs; VAT at the statutory rate applicable on the date of invoicing, as well as the respective shipping costs, will be

listed separately on the invoice. For shipments abroad, any applicable customs duties and other charges must be paid in addition.

- (2) The purchase price is due upon receipt of the goods and must be paid by bank transfer to our account within 14 days of receipt, without deduction, unless otherwise agreed. Timeliness of payment is determined by the date the funds are received. Default occurs upon the expiration of the payment period. We reserve the right to charge a flat-rate reminder fee of €5.00 for reminders issued after the onset of default, as well as statutory default interest.
- (3) The customer is entitled to rights of set-off only if the counterclaims have been legally established, are undisputed, or have been acknowledged by us. The customer is entitled to exercise a right of retention only if the counterclaim is based on the same contractual relationship.

§5

Right to use software

- (1) Upon the purchase of software, the customer receives a perpetual, non-exclusive right to use the software. The customer is entitled to use the software on one computer. The software is deemed to be in use when it is loaded into main memory (RAM) or installed on a storage medium (e.g., hard drive).
- (2) The provisions of the Copyright Act (Section 69a et seq. UrhG) apply supplementarily with regard to the right of use.
- (3) The installation instructions contained in the documentation and the specified system requirements are the sole governing factors for the installation of the software. It is the customer's responsibility to provide the system requirements (hardware or other software) necessary for the proper execution of the installation.
- (4) In the event of a permissible transfer of the software to third parties, all lawfully made backup copies must either be destroyed or handed over along with the software. Re-renting the software is prohibited.

§6

Warranty

- (1) Without prejudice to Sections 478 and 479 of the German Civil Code (BGB), the warranty period is one year from delivery.
- (2) In the event of a defect, we reserve the right to choose the method of subsequent performance.
- (3) We request that returns of defective goods be made in consultation with ecoObs GmbH and using the return form provided for this purpose in the support section of our website (www.ecoobs.de). For returns from countries outside the EU, please use only the form provided in the support section of our website (www.ecoobs.de). We expressly reserve the right to charge for any additional costs (such as import duties) incurred due to failure to comply with the return instructions provided by ecoObs GmbH.
- (4) Warranty claims are excluded in the event of improper use, commissioning, or installation of the contractual item by the customer or third parties. In particular, the safety and operating instructions set out in the respective product manuals must be observed to ensure proper use. Likewise, no warranty applies in the event of signs of wear resulting from use or normal wear and tear associated with the use of the contractual item.

§7

Liability

- (1) The liability of ecoObs GmbH for breach of contract or in tort is limited to cases of willful misconduct and gross negligence. This limitation does not apply to injury to life, body, or health; to claims arising

from the breach of cardinal obligations (i.e., obligations arising from the nature of the contract, the breach of which jeopardizes the achievement of the contractual purpose); or to liability for delay. In such cases, we are liable for any degree of fault.

- (2) Liability for the breach of cardinal obligations is limited to typically foreseeable damage.

§8

Retention of title

- (1) The goods remain our property until the purchase price has been paid in full.
- (2) The customer must notify us immediately of any enforcement measures taken by third parties against the goods subject to retention of title and provide the documents necessary for intervention. Regardless of this, the customer must inform the third party in advance of the security rights existing in the goods. The customer shall bear the costs of intervention unless the third party is unable to reimburse them.

§9

Withdrawal, damages

- (1) In the event of the customer's withdrawal from the contract, which is not due to the actions of ecoObs GmbH
- (2) ...is represented, ecoObs GmbH is entitled to demand 10% of the order value as liquidated damages.

§10

Place of Performance, Applicable Law, Place of Jurisdiction

- (1) The place of performance is Nuremberg.
- (2) The law of the Federal Republic of Germany applies exclusively; the application of the UN Sales Convention is excluded.
- (3) The exclusive place of jurisdiction is Nuremberg.