Voorwaarden PEPPOL (2018)

1. Scope

1.1. These General Terms and Conditions govern the offer of all services (hereinafter "Services") provided by b4 value.net GmbH (hereinafter "Service Provider") to enterprises as defined under Article 14, Section 1 German Civil Code (BGB). The contracting partner expressly accepts these General Terms and Conditions at conclusion of the contract. Correspondingly, these General Terms and Conditions shall be an integral component of all future business relations.

1.2. Any deviations in the general terms and conditions of the contracting party are excluded and shall not apply even if not expressly rejected by the Service Provider.

1.3. The Service Provider is entitled to change these General Terms and Conditions at any time on condition that the contracting party is notified in writing at least 30 days in advance of the change taking effect. The changes take effect one month after notice. In the event changes are to the detriment of the contracting party, the contracting party has the right to terminate the contract within one month from the date of receipt of the change notice. If the contract is not terminated by the contracting party, the changes will take effect at the expiration of the one month period. The Service Provider is obligated to inform the contracting party in the change notice about this legal consequence.

1.4. The Service Provider has the right to employ the services of a third party to assist in the performance of contractual duties. The contractual duties of the Service Provider remain unaffected. The contracting party has no claims to influence the selection or replacement of third parties.

1.5. Supplementary oral arrangements or subsequent changes as well as any agreements and approvals of any kind, including the statements by an employee of the Service Provider are without effect unless expressly confirmed in writing by the Service Provider.

2. Contracting for standard services

2.1. The b4 standard range of services can be ordered online directly over the b4 Portal or by completing the standard forms. By completing and submitting the respective order forms and related attachments or ordering online, the contracting party has made an offer to conclude a contract with b4 at the terms and conditions published on the b4 portal.

2.2. This contract is concluded as a framework agreement. Scope, content, and prices for standard services are derived from the valid documentation - Service Level Agreements (SLAs) published on the b4 portal at the time the services are delivered. A separate contractual agreement between the Parties will precede a custom offer for services beyond the standard package.

3. Contracting for custom services

3.1. The offers of the Service Provider are non-binding and without obligation, unless expressly marked as legally binding. All binding offers, unless agreed and stated otherwise in the offer itself, shall remain valid for one month after the date of their creation. An offer shall become invalid when, at the request of the contracting party, a follow-on offer is prepared. The ownership of offers and the related drawings and technical documentation, etc. remains with the Service Provider. No document may be copied, in whole or in part, nor disclosed in any form whatsoever to a third party without the express written consent of the Service Provider. Any technical and physical divergence from descriptions and information in brochures and other literature as well as model, design and material changes in terms of technical progress remain our reserved right and do not constitute grounds for any claims against the Service Provider.

3.2. The contract becomes legally binding with the written acceptance of an offer marked as binding or at the start of performance, otherwise, with a written order confirmation or when a service is provided to the contracting party by the Service Provider.

4. Type and scope of performance for custom offers

4.1. The individual details and extent of custom services to be performed by the Service Provider are specified exclusively within the contract, related attachments, and service certificates as well as any valid Service Level Agreements (SLAs).

4.2. The contracting party shall name a contact partner who is authorized to provide any requested information and decisions on short notice. Any and all declarations of intent on the part of the contracting party related to the implementation of the project or the delivery of services shall only be binding on the Service Provider if received from the named contact partner.

5. Important Notes & Duties of the contracting party

5.1. The offer or the contractual agreements are based on the data sets and/or documents and their document layouts (graphic design, typeface/fonts, languages, form elements, logos, etc.) which have been provided for test purposes.

5.2. Any changes to the transmitted data sets and/or document layouts (graphic design, typeface/fonts, languages, form elements, logos etc.) by the contracting party must be first coordinated in detail and scheduled with b4 before transfer to the operational system. Productive operations can recommence or continued only after completed adaption by b4 and a successful test run and acceptance by the contracting party. This also applies for the activation of new document types or data sets. The contracting party accepts responsibility for any possible consequences in the event of errors that are the result of uncoordinated changes.

5.3. The contracting party is obligated to check for proper functioning of the production and, in the event of error, to notify b4 without delay. b4 provides the contracting party with several options by which to monitor the operations, (including data exchange and dispatch controls). The main control points are:
- The protocol functions of the b4 Connector
- The messages provided via e-mail
- The status messages in the portal

6. Service times & availability

6.1. All information on time of performance and availability for the manual delivery of primary services (e.g., printing, enveloping, document preparation, scanning, data capture, etc.) refers to normal workdays (Monday to Friday) unless otherwise contractually agreed, except for federal holidays and state (Baden-Württemberg) holidays.

6.2. The b4-Web Services are provided 7 days per week - 24 hours per day as follows:
The average annual availability of the b4 applications is 97.50%. A service is deemed unavailable when, via the monitoring system, a simulated access attempt fails.
Availability (in %) = (recording period (number of failed access attempts x 5 minutes)) x 100/recording period. The reference tests are performed every 5 minutes via the monitoring system located in the host network.
Maintenance window: in order to optimize service, the Service Provider performs system maintenance (software, server, network, infrastructure,) outside of the normal working times, Monday to Friday, 7:30 a.m. to 7:00 p.m., except on holidays.
The contracting party shall be informed at least 2 working days in advance of scheduled maintenance, to the extent the work affects regular services. The maintenance work is always announced on the b4 portal, or via e-mail. This does not include emergencies.
The time when scheduled maintenance is being performed is deemed as time, in which services are available.

7. Updates, Maintenance, and Hotline

7.1. A valid contract, which includes the use of b4 software services or b4 software, includes the delivery and use of the most recent software program version released by the manufacturer in the form of the appropriate updates.

7.2. Fees include the latest software fixes or releases as well as the free use of the Hotline support provided by the Service Provider. This does not include the installation costs (on-site visits by our service technicians) for the update in case the b4 software is installed at the contracting party location.

7.3. The contracting party is entitled to free use of the Hotline service (telephone support) of the Service Provider during the normal business hours, i.e., Monday to Friday, 8:00 a.m. to 5:00 p.m. Other services, for example, training, installations, programming, local service calls, customization or system integration, are not a component of this contract and, in the case of an order acceptance, shall be invoiced separately.

7.4. The contracting party is obligated to begin using the latest release version within a period of 6 months following notification of a new release by b4.

7.5. A separate maintenance agreement shall be concluded for any third party software used.

8. Installation

8.1. The Service Provider provides the contracting party with the software required for various dispatch and receiving services free of charge, however, the agreed fees are invoiced for transactions completed via b4 web services (e.g., document dispatch, transfer of data sets).

8.2. The contracting party agrees to perform the installation unless another agreement to the contrary has been expressly concluded.

8.3. The required resources shall be provided to the contracting party via mail or as a download over the b4 portal. The required access data will be sent to the contracting party after placement of the order with the Service Provider.

8.4. In the event of an agreement that the installation is to be performed by the Service Provider, the contracting party will ensure that the installation location can be reached by the common means of transport and that other conditions related to the installation such as adequate work space, power connections, etc. are prepared. The expenses are calculated according to the Service Provider's current price list.

9. Schedules, Deadlines, Default

9.1. Any and all agreements regarding schedules or deadlines require the written form. Such agreements are deemed binding only when explicitly agreed.

9.2. Deadlines begin, unless otherwise specified, on the date the contract is concluded, although this does not apply if there is any unfulfilled duty by the contracting party.

9.3. The Service Provider is not in default in the performance of his contractual obligations until served written notice by the contracting party. In the event unforeseeable circumstances such as acts of nature, industrial disputes, mobilization, war, strike, lock-out, riot, or other interference exist beyond the intentions or influence of the Service Provider, there is no default in performance. In this case, the Service Provider is entitled to make a reasonable shift in the period of performance.

9.4. When the reason for a delay in performance is within the contracting party's area of responsibility and this delay results in an increase in the effort of the Service Provider, the Service Provider is entitled to request compensation for the additional expense. The expenses are calculated according to the Service Provider's current price list.

9.5. The contracting party is further responsible to act within the framework of the duty to cooperate in a timely manner, especially, for the implementation of projects. If this is not the case, the Service Provider is entitled, after the expiration of an adequate deadline, to withdraw from the contract or seek compensation due to non-performance.

10. Term and Termination

10.1. The minimum term of the contract is 12 months unless agreed and specified otherwise in the contract.

10.2. This contract can be terminated with an advance notice of 3 months from the end of the contractual period; otherwise, the contract automatically extends for a period of one year.

10.3. Each Party may terminate this contract without notice and with immediate effect at any time for extraordinary cause. One such cause, in particular, is when the contracting party defaults on payments and remains in default of payment obligations after the second reminder. The Service Provider shall inform the contracting party of the pending termination in the text of the second request for payment. Other applicable circumstances include, in particular, when the contracting party is over-indebted or a filing of legal bankruptcy proceedings is initiated due to lack of assets; the contracting party culpably violates its contractual obligations, or in using the services provided by Service Provider, it violates applicable criminal law, or there is urgent suspicion of this.

10.4. All valid terminations require the written form.

10.5. Upon a termination, if one of the Parties is in possession of confidential documents belonging to the other Party, that Party shall promptly return the files to the other Party or destroy such confidential information and provide certification of the same to the other Party.

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11.   Terms of Payment

11.1.   The prices listed by the Service Provider in the offer or in other places are net and do not include: the current, valid value-added taxes, packing and shipping costs, or travel time, travel and accommodation costs, which are calculated separately according to the rates shown in the valid price list.

11.2.   If no fee has been agreed, the Service Provider is compensated on the basis of labor time using the hourly or daily rate shown in the valid price list.

11.3.   Services ordered by the contracting party but not utilized are, nevertheless, to be paid by the contracting party following an appropriate deadline set by the Service Provider.

11.4.   Requests for payment for project services performed and deliveries (software, hardware, ancillary services, travel costs and expenses) are due for payment within 10 calendar days from the date of the invoice without any deductions.

11.5.   Requests for payment of fees are calculated monthly or in advance (transaction based fees are charged for Service Level Agreements (SLAs).

11.6.   The Service Provider reserves the right to invoice quarterly when the transaction volume is low (sales of less than €150.00 per month).

11.7.   Requests for payment of postage fees will be settled through direct debiting. Depending on the type of contract and the amount of monthly postage fees, one of the three payment options below will be used:

1.   Postage costs will be settled by means of a b4 settlement account. A one-time advance payment equal to 2 times the average monthly postage costs expected for the year is due at the start of the contractual period. The advance payment is recalculated at year end or upon any change to the contract. Any difference in the amounts is either credited to the contracting party or payable to the Service Provider. The advance is used to balance the account with the last month's costs at contractual year end.

2.   If the anticipated monthly postage fees are less than €1000 or when an inline postal service is used, b4 can determine that the entire settlement (postage and fees) be processed using the advance credit method.

3.   Postage costs will be settled directly by the contracting party with the shipping service company (DPAG or another). This settlement option is mandatory for certain special rates (e.g., mileage rate of DPAG) or if the postage is more than €5000 per month. The Service Provider is entitled to request the use of this option at any time without obligation to state the reason.

11.8.   Contracting parties who are not resident in Germany can be invoiced for fees up to 2 months in advance. Unless otherwise agreed, the contracting parties from outside Germany are obligated to use the advance credit method.

11.9.   The fees due for payment shall be settled by direct debiting before the 5th day of the next month without any deductions. The contracting party is obligated to provide a collection authorization to the Service Provider at the signing of the contract for the direct debiting of all fees due. In the event a collection via direct debiting is unsuccessful, for reasons that are the responsibility of the contracting party, the Service Provider is entitled to add a €15.00 service charge for reprocessing the collection. The contracting party maintains the right to provide evidence of lower damages.

11.10.   When invoicing according to use, the Service Provider records the working times related to the delivery of the service in a daily activity report. Monthly invoices are prepared at end of the month. The Service Provider lists all partial and advance payments in the final invoice.

11.11.   Objections to the invoiced amount must be raised in writing and without delay, at least within 14 calendar days after the date of the invoice by the contracting party. If no objections are received within the appropriate timeframe, then statements are deemed accepted. The Service Provider will provide special notice in the invoices concerning the consequences of an omission of timely objection.

11.12.   The Service Provider only accepts drafts under the terms of a separate agreement. In all cases, checks and drafts are only accepted in payment and at no expense to the Service Provider.

11.13.   If the contracting party is in default with the payments, the Service Provider is entitled to charge interest as of the start of the default at a rate banks would charge the Service Provider for corresponding credit, but at least 8 percentage points p.a. above the base interest rate in accordance with section 247 German Civil Code I (I BGB). Furthermore, the Service Provider reserves the right to claim any additional damages resulting from the default.

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The Service Provider is entitled to charge a €5.00 fee for every reminder. The contracting party maintains the right to provide evidence of lower damages.

11.14. If the contracting party has payments due with more than four weeks in arrears, the Service Provider is free from further performance obligations and has the right to stop the further delivery of services.

11.15. The contracting party is entitled to set off claims against the payment invoices of the Service Provider only when the counterclaim is undisputed or it has been determined to have legal effect.

11.16. Any refund requests by the contracting party, for example, for an overpayment, a duplicate payment, or some other reason, will be credited to the contracting party's settlement account and, as far as possible, be accounted for in the next request for payment.

11.17. The Service Provider reserves the right to transmit invoices via electronic means alone with a qualified electronic signature and with provider accreditation furnished. In this case, the Service Provider will only prepare paper invoices at the express request of the contracting party.

11.18. A processing and mailing fee of €5 will be charged for paper invoices prepared at the request of the contracting party.

11.19. In case the Service Provider, after the contract conclusion, learns of a significant deterioration in the financial circumstances of the contracting party (perhaps from the contracting party being in default status), the Service Provider is entitled to demand payment in advance or the deposit of a security before performing any outstanding deliverables. If the advance payment or the security deposit have not been completed after the expiration of an appropriate grace period of two weeks, then the Service Provider can withdraw entirely or in part from the contract and/or claim damages in lieu of performance or claim incurred expenses.

11.20. The Service Provider is entitled to adjust the prices at the end of the business year (= calendar year) to take effect for the new business year providing the contracting party is notified. In the event of a price increase, the contracting party has an exceptional right to termination at the time the price increase becomes effective.

12. Warranty against defects and service interruption

12.1. The Service Provider guarantees that the performance of purchase orders, contracts for time and materials, and contractual services shall conform to the contractually agreed qualities; this is measured completely and exclusively by the specific contractual agreements concluded between the Parties concerning the properties, features, and characteristics of the services. Minor deficiencies, which reduce the value or suitability of the performance or the delivered goods only insignificantly, shall not be taken into account. A minor deficiency exists, in particular, if the deficiency can be remedied quickly and at low cost by the customer itself.

12.2. Claims against deficiencies in contractual service performance are subject to a 12-month statute of limitations from the date of acceptance. If the purchase involves the sale of goods, the period is one year and begins with delivery of the goods. Otherwise, the statutory warranty provisions apply in accordance with German Civil Code.

12.3. The Service Provider shall not be liable for any interruptions regarding the services delivered by the Service Provider, if such a problem is created by:
- Interventions by the contracting party or a third party in the technical installations of the Service Provider,
- The contracting party's technical equipment or infrastructure,
- The faulty, improper or negligent use of the Service Provider's services,
- The lack of attention or compliance with the given notices and provisions of the performance descriptions or other product information or
- Force majeure, industrial disputes, war, civil unrest, or some other unavoidable condition that is outside the control of the Service Provider and does not rest on any fault of the Service Provider.

12.4. If any deficiencies are present, the contracting party shall communicate these in a timely manner and in a detailed written report that includes useful information to identify the deficiency. If the contracting party fails to report obvious shortcomings within 14 calendar days after delivery of the goods, or after discovery of the deficiency, it is deemed an unconditional acceptance. The contracting party has the duty to support the Service Provider in correcting the shortcoming within the framework of reasonable effort. The Service Provider shall remedy the shortcoming in a reasonable period of time.

12.5. The contracting party shall inform the Service Provider in writing of any interruption in the use of services in a timely manner. The duty to cooperate and inform includes information indicating the circumstances surrounding the occurrence of the deficiency, the manifestation, and the possible effects of the fault. The contracting party is obligated to assist with a reasonable effort in the analysis and elimination of the deficiency.

12.6. The Service Provider meets its warranty duties through subsequent performance of its own discretion either by repairing the reported shortcoming in a proper and timely manner or by replacing faulty components with new or rebuilt ones. The Service Provider shall bear the costs of all necessary effort incurred for the purpose of subsequent performance; unless the subject or the results of the effort were performed for the contracting party at a location other than the one specified in the contract, and the subsequent performance was only possible at a disproportionate cost to the Service Provider.

12.7. If a defect is present, the contracting party may claim the right to withdraw from the contract, to undertake the remedy itself including reparation for expenses, to curtail payment, or to claim damages and/or reimbursement of expenses only after it has agreed with the Service Provider on a reasonable period of at least four weeks, in which the Service Provider will have the opportunity to effect the subsequent performance according to 12.6 with the stipulation that upon the failure of the attempted subsequent performance within the agreed period, it will refuse subsequent performance. Section 636 German Civil Code (BGB) or, for the purchase and delivery of goods, section 440 BGB - will apply with the condition that subsequent performance is not deemed unsuccessful until after the third failed attempt as provided in 12.6. Furthermore, claims for damages or reimbursement of expenses are possible only if the additional conditions of number 13 ("Liability") are met. In the case of "damages in lieu of completed performance" the contracting party is obligated to delete all delivered software components as well as any and all copies thereof, and to destroy or return other documentation made available and to confirm the accomplishment of each of these actions in writing.

12.8. Claims on the part of the contracting party are excluded if the deficiency in the services delivered by the Service Provider are the result of a modification implemented by the contracting party or an intervention by the contracting party has otherwise altered the conditions, unless the contracting party provides evidence to show that this is not the cause of the deficiency.

12.9. The Service Provider is entitled to request remuneration of expenses incurred in response to a reported deficiency, even without the actual presence of a deficiency or without the contracting party demonstrating that services were improperly rendered by the Service Provider as specified in number 12.5 of these general terms.

12.10. Further claims are excluded unless the liability of the Service Provider is established in the following section of these Terms and Conditions.

13.   Liability

13.1. The contracting party is entitled to claim damages in lieu of completed performance as provided in section 281 BGB (German Civil Code) or reimbursement of expenses according to section 284 BGB, only after it has agreed with the Service Provider on a reasonable period in which the Service Provider will have the opportunity to effect the complete or subsequent performance with the stipulation that after the failure of the attempted performance within the agreed period and upon expiration of the deadline, it will refuse delivery or subsequent performance.

13.2. The statutory liability for damages related to a contractually guaranteed quality of the agreed services is, subject to the provisions of number 13.1, not limited by these General Terms and conditions. Otherwise, the liability of the Service Provider is exclusively governed by the provisions of numbers 13.3 to 13.12 below.

13.3. The Service Provider shall have unlimited liability, subject to the provisions of number 13.7, only for claims of intentional and grossly negligent breach of duty by the Service Provider, its legal agents, and executive management as well as for their culpable breach of duty, which results in damages to life, body, or health. The Service Provider is liable for other infringements by its agents, even in the aforementioned cases, to an amount limited to the predictable damages of a typical contract.

13.4. Otherwise, the Service Provider is liable for simple negligence only to the extent that an infringement against a contractual obligation results in damage to life, body, or health – in such cases, the provisions of number 13.4 apply – or the amount of damages shall be limited to contract-typical, predictable damages for the infringement of a material contractual duty due to simple negligence.

13.5. The liability for compensation for damages shall be limited to 2% of the agreed compensation for the specific service that cannot be used as contractually agreed, and in total, not to exceed 5% of the agreed total compensation. This restriction shall not apply in cases where intent or gross negligence exists.

13.6. Except in cases of intent and gross negligence, the Service Provider is excluded from any liability for the loss of earnings and other financial losses as well as consequential damages caused by defect.

13.7. The provisions of the German Product Liability Act shall remain unaffected.

13.8. These terms and conditions are applicable to all claims for damages, irrespective of legal grounds, especially, for tort liability as well.

13.9. The contracting party is obligated to report all damages or losses, for which it is entitled to claims for damages, in writing and in a timely manner. Furthermore, it has a duty to take all appropriate measures to avoid and minimize damage. In particular, the contracting party has a duty to protect the data bases from destruction or data loss through the use of common security procedures and to apply security measures consistent with the state of the art, to guard against external attacks, especially, to defend against harmful software or other phenomena, that are a risk to individual data or an entire data base. The liability for the loss of data is limited to the typical recovery expenses that would be incurred had the respective backup measures listed above been implemented.

13.10. The Service Provider provides the technical systems and services in the context of operating and technical possibilities. The Service Provider is the operator of b4 Web Services and not the public telecommunications network on which the service platform is running. There is no duty to compensate for damages that result from faulty services delivered by the network operator. The Service Provider shall not be liable, in particular, if the connection via a network operator cannot be successfully established. In the event a network operator is liable to the Service Provider based on the provisions of the German Telecommunications Customer Protection Act, the Service Provider will assign the valid claims against the network operator in the scope foreseen for the end user, to the contracting party.

13.11. The Service Provider guarantees accessibility for inbound and outbound calls (e.g., for fax service) only within the framework of the planned capacity and shall not be liable, for example, for loss of earnings due to peak periods of overload on the lines. In cases of force majeure, the contractual Partners shall not be liable for total or partial failure, delay, or reductions in services, or contractual obligations.

13.12. When using b4 signature services, b4 transfers to the receiving party a document with a qualified electronic signature, consistent with the German Signature Act, in accordance with section 14, German Sales Tax Act (UStG) and insures that the content of the data received from a sending party for the purpose of signature is not altered by the Service Provider.

13.13. b4 is not responsible for the accuracy of the message sent, nor for its respective acceptance by the responsible financial authorities. b4 accepts no liability for the consequences resulting from the message content, nor for the financial and legal consequences from the actions of financial authorities.

14. Commercial property rights

14.1. The Service Provider is and shall remain the owner all rights to the protected contractual services and components such as software, to include related materials, delivered to the contracting party. Even if the contracting party alters the software or combines it with the contracting party's own software or with the software of a third party, the Service Provider shall remain the owner of all rights. The contracting party is obligated to identify such alterations or links as well as each copy produced with a proper copyright notice.

14.2. Unless the Parties have expressly agreed otherwise, the contracting party purchases the single, non-transferrable right to use of the software delivered from the Service Provider subject to the following provisions of number 14.3. In case of software provided by a third party that is identified as such ("third party software"), priority is given to any manufacturer's restrictions on the right to use as derived from the licensing conditions associated with the third party software.

14.3. The contracting party is obligated to use the software provided by the Service Provider only for the purpose specified in the contract. The contracting party shall only be entitled to transfer to any third party the right to use of the software if it has obtained the prior written consent of the Service Providers or if it waives the use of the software and the third party agrees with the Service Provider in writing to be obligated to recognize the restrictions on the right to use as provided in the contractual agreement.

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14.4. All protected commercial property rights, copyrights as well as other proprietary rights shall remain where previously present or under parallel development with the contractual partner at the time of contract conclusion.

15. Confidentiality and Data Protection

15.1. The Parties agree to comply with all applicable data protection provisions and to organize the appropriate technical installations as well as to ensure all employees are bound by a similar obligation.

15.2. To the extent that personal data is generated in the delivery of services, the contracting party has the duty to insure the legality of the generation, distribution, and use of personal data. To the extent the contracting party makes personal data available, it guarantees the data was legally generated and is properly processed, used, and transferred to the Service Provider only to achieve the contractual purpose. The Service Provider has the duty to collect, process, and use personal data only within the scope that is necessary for the performance of the respective separate contracts. The Service Provider is not obligated to verify the legality of the data collection, processing, or use. The contracting party releases the Service Provider from any and all third party claims that are based on the premise of illegal collection, processing, or use of personal data under this agreement. The release from liability includes the cost of legal defense.

15.3. Each Party is obligated to treat all information brought to their knowledge about the business operations of the other Party and information related to the business relationships of their clients as confidential and shall only disclose such information to a third party with the prior express written consent of the respective holder of the right to disposal, to the extent and for so long as the receiving Party is unable to show that the knowledge was learned outside the execution of this contract or the information generally remains unavailable from publicly accessible sources. The Parties shall not employ persons for the performance of the contract unless they have previously obligated to the strictest confidentiality in an appropriate manner. This confidentiality agreement shall remain in force for a period of three years after the termination of this contract.

15.4. Each Party is obligated to notify the other Party without delay about actual or suspected deficiencies in the area of data protection or data security and to provide mutual assistance in remedying the shortcomings.

16. Public Relations

16.1. Each Party is entitled to name the other Party as a reference or contracting partner, when the other Party presents itself in business dealings, especially, to a third party. Such presentations normally include displaying the name and logo of the other Party on the web site, presentation charts, and advertising brochures, etc.

17. General Agreements

17.1. In cases of legal succession on the side of the Service Provider, signed contracts between the Service Provider and the contracting party automatically transfer to the legal successor of the Service Provider.

17.2. The contract together with all component documents and these General Terms and Conditions form the entire agreement between the Parties with respect to the subject matter of the contract and supersede all earlier written or oral understandings and agreements with respect to the subject matter of the contract, except for confidentiality agreements. No verbal agreements exist.

18. Final Provisions

18.1. These general terms and conditions as well as all contractual relationships between the Parties are governed by the laws of the Federal Republic of Germany without regard to the German IPR and the UN Treaty on the International Sale of Goods (CISG), which are expressly excluded.

18.2. The exclusive place of legal jurisdiction for all disputes under this contract is the competent court of Kaiserslautern, whereas the right of b4 value.net GmbH to name any other court of jurisdiction remains unaffected.

18.3. Place of performance is Kaiserslautern.

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