



Conditions EPLAN Credits

1 Subject matter of the contract

- 1.1 The subject of this offer is the purchase of EPLAN Credits. By purchasing EPLAN Credits, the customer receives credit balances ("Credits") which the customer can redeem with EPLAN against the creation or extension of certain article data which are not already included in the EPLAN Data Portal.
- 1.2 Unless otherwise agreed, this offer is valid for 30 days from the date of dispatch.
- 1.3 The number of credits required per article depends on the EPLAN specifications and will be communicated to the customer in the respective online offer for article creation and deducted from the customer's current credit balance when placing the online order by "Submit order to EPLAN".

2 Conclusion of contract

- 2.1 Upon receipt of the offer signed by the customer, a purchase contract for credits is concluded between the customer and EPLAN GmbH & Co. KG, An der alten Ziegelei 2, 40789 Monheim am Rhein (hereinafter referred to as "EPLAN").
- 2.2 All prices and remunerations resulting from the offer are exclusive of value added tax and other applicable taxes, levies, surcharges and fees.

3 Scope of use

- 3.1 Credits can be used exclusively for the creation of EPLAN part data in the EPLAN Data Portal.
- 3.2 Credits are valid for a period of 12 months from the conclusion of the contract and expire thereafter if they have not been used. A refund of the fee paid for unused credits is excluded.
- 3.3 Credits are not transferable to a third party. Third parties in the aforementioned sense are both affiliated companies of the customer as well as cloud organizations of the customer. "Affiliated Companies" in the sense of this contract 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.
- 3.4 The customer has no claim to the creation of certain item data. The data necessary for the creation of the desired article data must have been released by the respective manufacturer of the articles. The creation of the desired article data by EPLAN is therefore subject to the provision that the article data required for the creation have been released by the respective manufacturer. Insofar as the data required for the creation of the desired article data has not been released or will not be released by the manufacturer, EPLAN shall not be obliged to create the desired article data. In this case, the customer's credit balance remains valid. Item 3.2 applies accordingly.

4 Completeness, correctness and up-to-dateness of the data

- 4.1 EPLAN has checked the created or extended article data with great care. However, it is not possible for EPLAN to check the completeness, correctness of the manufacturer's data and if they are up-to-date. Therefore, it cannot be excluded that individual data are incorrect, incomplete or not up-to-date. EPLAN therefore assumes no liability if the data sets created or extended by EPLAN are complete, correct or up-to-date, nor for the usability of the data for the respective customer.
- 4.2 The relevant data sheet of the respective manufacturer is solely authoritative for the data set specification.

5 Liability

- 5.1 EPLAN shall only be liable if EPLAN is at fault, unless the law provides for liability without fault.
- 5.2 EPLAN shall be liable without limitation for intent and gross negligence.
- 5.3 In the event of a degree of fault which falls short of the aforementioned degree of fault (simple negligence) EPLAN shall be liable
 - a) unlimited in case of injury to life, body or health;
 - b) limited to the compensation of the foreseeable, typically occurring extent of damage for other damages which arise due to the violation 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.
- 5.4 In addition to clause 5.3, EPLAN shall be liable exclusively for direct material damage up to a maximum amount of € 10,000.00 per damaging event, whereby the liability for the entirety of all damaging events within one calendar year shall be limited to € 50,000.00. Liability for financial loss and any kind of consequential damage is excluded, in particular for loss of profit, for damages resulting from loss of production and for damages incurred by third parties.

6 Final provisions

- 6.1 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 brings an action, EPLAN shall also be entitled to bring an action against the contracting party at its place of business.
- 6.2 The law of the Federal Republic of Germany applicable to domestic contracting parties shall apply.