

General Terms and Conditions and Customer Information

I. General Terms and Conditions

1. Basic provisions

- 1.1. The following terms and conditions apply to contracts that you as a customer conclude with us as the provider Buhren Consulting via the website www.dincy.net, unless an amendment is agreed in writing between the parties. Deviating or conflicting terms and conditions are only effective with our express consent.
- 1.2. A consumer within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his or her commercial nor to his or her independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his or her independent professional or commercial activity.

2. Subject of the contract

- 2.1. The subject of the contract is the permanent provision of software, in particular plug-ins for the Bocad software, hereinafter collectively referred to as "software". The software is delivered by way of download.
- 2.2. The source code of the software is not part of the subject matter of the contract.
- 2.3. The quality and the current scope of functions of the software as well as the necessary technical requirements for its use result from the specific offer. The performance description valid at the time of download is conclusively authoritative. We do not owe any further quality of the software. The information contained therein is to be understood as a description of performance and not as a guarantee. A guarantee shall only be granted if it has been expressly designated as such.
- 2.4. Installation and configuration services are not the subject of this contract. These services can be booked separately for a fee.

3. Formation of the contract

- 3.1. By placing the respective download product on the website www.dincy.net, we submit a binding offer to conclude a contract under the conditions stated in the item description.
- 3.2. The contract is concluded via the online shopping basket system as follows:

The download products intended for purchase are placed in the "shopping cart". You can call up the "shopping cart" via the corresponding button in the navigation bar and make changes there at any time. After calling up the "Checkout" page and entering the personal data as well as the terms of payment, all order data are finally displayed again on the order overview page.

If you use an instant payment system (e.g. PayPal / PayPal Express / PayPal Plus, Amazon Payments, Postpay, Sofortüberweisung) as a payment method, you will either

be taken to the order overview page in our online shop or you will first be redirected to the website of the instant payment system provider.

If you are redirected to the respective instant payment system, make the corresponding selection or enter your data there. Finally, you will be redirected back to our online shop to the order overview page.

Before sending the order, you have the possibility to check all details again, to change them (also via the "back" function of the internet browser) or to cancel the purchase.

By sending the order via the corresponding button, you declare the legally binding acceptance of the offer, whereby the contract is concluded.

- 3.3. The processing of the order and transmission of all information required in connection with the conclusion of the contract is partly automated by e-mail. You must therefore ensure that the e-mail address you have provided to us is correct, that the receipt of the e-mails is technically guaranteed and, in particular, that it is not prevented by SPAM filters.

4. Granting of rights, scope of use

- 4.1. With full payment of the purchase price, you receive a simple right to use the software for an unlimited period of time.
- 4.2. Permitted use includes installation of the software, loading into the main memory and use by the customer as intended. Duplications of the software are only permissible to the extent that this is necessary for use in accordance with the contract.
- 4.3. Under no circumstances do you have the right to rent or otherwise sub-license the purchased software, to publicly reproduce or make it accessible by wire or wireless means, or to make it available to third parties, whether for a fee or free of charge.
- 4.4. You are entitled to make a backup copy if this is necessary to secure future use.
- 4.5. You are only entitled to decompile and reproduce the software if this is provided for by law. However, this shall only apply on condition that we have not made the necessary information available to you upon request within a reasonable period of time.
- 4.6. If we provide you with a new version of the software (e.g. update, upgrade) within the scope of rectification or maintenance, which replaces previously provided software ("old software"), these new versions of the software are subject to the provisions of this agreement.
- 4.7. If we make a new version of the software available, your rights under this contract in respect of the old software shall expire as soon as you use the new software productively, even without our express request for return. Your right to pass on the subject matter of the contract (regardless of which version) to third parties in accordance with section 4.8 remains unaffected by this.
- 4.8. You are entitled to permanently transfer the acquired copy of the software to a third party. In this case, you must completely give up the use of the programme, remove all installed copies of the programme from your computers and delete all copies located on other data carriers or hand them over to us, unless you are legally obliged to retain them for a longer period. At our request, you will confirm to us in writing that the above measures have been carried out in full or, if applicable, explain to us the reasons for longer

retention. Furthermore, you will expressly agree with the third party to observe the scope of the granting of rights pursuant to this clause 4.

4.9. Duplication or reworking of the application documentation is not permitted.

5. Installation, subscription (maintenance of the software)

5.1. For the installation of the software, please refer to the installation instructions described in the application and installation videos or documents, in particular the hardware and software environment that must be available at your location.

5.2. You will receive free maintenance of the software from us for 3 months from the date of purchase. This includes all updates of the plug-in as well as upgrades to higher versions and support free of charge. Furthermore, you will receive support in case of questions about the software and problems with it.

5.3. Care beyond this period is subject to a charge and can be extended on the basis of a separate agreement to be concluded.

5.4. Without an existing maintenance contract, there will be no updates and upgrades for the software. In the event of changes to the systems in which the software is to be used, e.g. updates to shop systems, the software may no longer function properly under certain circumstances.

5.5. Maintenance shall commence with the delivery of the software. Claims for defects based on the present contract shall not be affected by the agreed maintenance; they may be asserted free of charge during the warranty period in accordance with the provisions of this contract.

6. Prices and terms of payment

6.1. The prices quoted in the respective offers are net prices. They do not include the statutory value added tax.

6.2. If the delivery is made to countries outside the European Union, further costs may be incurred for which we are not responsible, such as customs duties, taxes or money transfer fees (transfer or exchange rate fees of the credit institutions), which are to be borne by you.

6.3. Any costs incurred for the transfer of money (transfer fees or exchange rate fees of credit institutions) are to be borne by you in cases where the delivery is made to an EU member state but the payment was initiated outside the European Union.

6.4. You have the payment options shown under a correspondingly designated button on our Internet presence or in the respective offer. Insofar as no other payment period is specified for the individual payment methods or on the invoice, the payment claims from the concluded contract are due for payment immediately. The deduction of discounts is only permissible if expressly stated in the respective offer or invoice.

7. Warranty

7.1. Unless otherwise stipulated in this section below, the statutory warranty rights for defects shall apply.

- 7.2. The warranty period is one year from delivery of the item. The shortening of the period does not apply:
- for culpably caused damage attributable to us arising from injury to life, limb or health and for other damage caused intentionally or by gross negligence;
 - insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item;
 - in the case of items which have been used for a building in accordance with their customary use and have caused its defectiveness;
 - in the case of statutory rights of recourse which you have against us in connection with rights arising from defects.
- 7.3. The warranty for material defects does not apply to defects that are based on the fact that the software is used in a hardware and software environment that does not meet the requirements specified in the application documentation or to changes and modifications that you have made to the software without being authorised to do so by law, by this contractual agreement or on the basis of our prior written consent.
- 7.4. Insofar as you are an entrepreneur, you must check the contractual software for obvious defects immediately after receipt and notify us of these immediately if they are present, otherwise a warranty for these defects is excluded. The same applies if such a defect becomes apparent later. § Section 377 of the German Commercial Code (HGB) shall apply.
- 7.5. In the event of defects, we shall, at our discretion, provide warranty by rectification or subsequent delivery. Within the scope of the subsequent delivery, you will accept a new version of the software, if applicable, unless this leads to unreasonable impairments. In the event of defects of title, we shall, at our own discretion, provide you with a legally unobjectionable possibility of using the contractual software or modify it in such a way that no third party rights are infringed any more.
- 7.6. We are entitled to provide the warranty at your premises. We also fulfil our obligation to rectify defects by making updates provided with an automatic installation routine available for download on our homepage and by offering you telephone support to solve any installation problems that may arise.
- 7.7. If the rectification of the defect fails, you may, at your discretion, demand a reduction or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless something else arises in particular from the nature of the item or the defect or the other circumstances. In the event of rectification, we shall not have to bear the increased costs incurred by transporting the goods to a place other than the place of performance, provided that the transport does not correspond to the intended use of the goods.

8. Liability

- 8.1. We are liable without limitation
- in the event of intent or gross negligence,
 - for injury to life, limb or health,
 - in accordance with the provisions of the Product Liability Act and
 - to the extent of any warranty assumed by us.

- 8.2. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), our liability shall be limited in amount to the damage that is foreseeable and typical according to the nature of the transaction in question.
- 8.3. We shall have no further liability.
- 8.4. The above limitation of liability also applies to the personal liability of our employees, representatives and bodies.

9. Choice of law

- 9.1. German law shall apply.
- 9.2. The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.
- 9.3. The place of performance for all services arising from the business relations with us and the place of jurisdiction is our registered office if you are a merchant, a legal entity under public law or a special fund under public law. The same applies if you do not have a general place of jurisdiction in Germany or the EU or if your place of residence or habitual abode is unknown at the time the action is brought. The right to also bring an action before the court at another statutory place of jurisdiction remains unaffected by this.

II. customer information

1. Identity of the seller

Name:
Address:
Phone:
E-mail:

2nd Information on the conclusion of the contract

The technical steps for the conclusion of the contract and the conclusion of the contract itself, as well as the correction options, are carried out in accordance with section 3 of our General Terms and Conditions (Part I).

3. Contract language, contract text storage

- 3.1. The contractual language is German.

3.2. We do not store the complete text of the contract. Before sending the order or the enquiry, the contract data can be printed out or electronically saved using the browser's print function.