

General terms and conditions

1. Scope

These general terms and conditions apply for all deliveries, services, offers and other business relationships of AUTEC Gesellschaft für Automationstechnik mbH ("AUTEC") to/with companies, legal persons under public law and special funds under public law.

1.2 Deviating, conflicting or supplementary terms and conditions of the contractual partner do not apply unless AUTEC expressly agrees to their validity in writing.

1.3 These general terms and conditions also apply to all future business relationships, even if this is not expressly agreed upon separately.

1.4 For software products, the general terms and conditions of licensing and use in their respective current version apply in addition. In case of conflicts, the general terms and conditions of licensing and use take precedence over these general terms and conditions with regard to software products.

1.5 Contractual partners, integrators, resellers and other distribution partners undertake to effectively incorporate the general terms and conditions of licensing and use in their respective current version with regard to their end customers.

2. Offers and conclusion of contracts

2.1 Offers of AUTEC are subject to change without notice and non-binding, unless they are expressly identified as binding.

2.2 A contract is only concluded by means of a written order confirmation, delivery, service provision or express acceptance by AUTEC.

2.3 Information in brochures, technical documents, drawings, specifications of services or other documentation does not constitute guaranteed characteristics, unless expressly designated as binding in writing.

2.4 AUTEC reserves technical changes, further developments and reasonable adjustments insofar as they do not materially impact the purpose of the contract.

2.5 AUTEC reserves all ownership rights, copyrights and proprietary rights to all documents, drawings, concepts, offers, technical descriptions and other information.

3. Prices and payment terms

3.1 Unless explicitly agreed otherwise, all prices are ex works plus VAT as required by law, packaging, shipment, transport, travel expenses and incidental costs.

3.2 Installation, assembly, project engineering, training, integration or commissioning services are only included when explicitly agreed.

3.3 Payment must be made with no deductions within the agreed payment period.

3.4 Only undisputed or legally established claims may be offset by the contractual partner.

3.5 In case of late payment, AUTEC may charge late payment interest, withhold further deliveries or services, demand advance payments or guarantees, charge arrears fees as permitted by law and, after granting a reasonable grace period, withdraw from the contract.

3.6 AUTEC has the right to appropriately adjust prices if significant cost factors – in particular material, energy, transportation, wage or procurement costs – change substantially between the conclusion of the contract and delivery.

4. Delivery and time of performance

4.1 Terms of delivery and performance are only binding if they have been expressly agreed as such in writing.

4.2 Terms of delivery only begin once all technical and commercial aspects have been fully clarified.

4.3 Altering or expanding the scope of performance results in the appropriate adjustment of agreed terms.

4.4 AUTEC has the right to partial deliveries and partial performance to the extent this is reasonable for the contractual partner.

4.5 In case of force majeure and other unforeseeable events beyond the control of AUTEC, in particular business disruptions, supply bottlenecks, strikes, lock-outs, official measures, energy or raw material shortages, cyberattacks, pandemics, war or similar events, terms of delivery and performance are appropriately extended.

4.6 Claims for damages due to delivery delays are excluded or limited in accordance with no. 10.

5. Passing of risk and shipment

5.1 Risk passes to the contractual partner no later than with the handover of the delivery items to the shipper, forwarding agent, delivery service provider or other carrier.

5.2 This also applies in case of partial deliveries, carriage paid delivery, installation or shipment at the request of the contractual partner.

5.3 Unless expressly instructed otherwise, AUTEC determines the mode of shipment and shipping route at its equitable discretion.

6. Retention of title

6.1 Delivered goods remain the property of AUTEC until all claims arising from the business relationship are settled in full.

6.2 The contractual partner is obliged to treat goods subject to retention of title with care.

6.3 Pledging or transfer by way of security before payment in full is prohibited.

6.4 The contractual partner assigns claims from the resale of goods subject to retention of title to AUTEC now and in advance.

7. Software products and licensing terms and conditions

7.1 The general terms and conditions of licensing and use of AUTEC Gesellschaft für Automationstechnik mbH in their respective current version apply in addition for software products.

7.2 Usage rights to software are granted exclusively according to the respective licensing terms and conditions.

7.3 The contractual partner undertakes to effectively incorporate the general terms and conditions of licensing and use with regard to end customers, integrators, project partners and other users.

8. Warranty

8.1 AUTEC warrants that deliveries and services essentially correspond to the agreed characteristics.

8.2 The warranty term is twelve (12) months from the passing of risk or acceptance, except when longer terms are required by law or in case of deviating explicit agreements.

8.3 Obvious defects shall be reported promptly in writing, no later than within fourteen (14) days after delivery.

8.4 In case of legitimate defects, AUTEC is free to choose rectification or replacement delivery.

8.5 If supplementary performance ultimately fails, the contractual partner may request an abatement or withdraw from the contract.

8.6 The following in particular are not covered by warranty: damage caused by improper use, incorrect installation by third parties or the contractual partner, unsuitable operating conditions, natural wear and tear, unauthorised modifications or external system influences.

8.7 For third-party products or components, the liability of AUTEC is limited exclusively to the extent of its own claims against the respective sub-supplier, to the extent permitted by law.

9. Proprietary rights and confidentiality

9.1 All copyrights, trademark, patent, licence and other proprietary rights remain with AUTEC or the respective rights holder.

9.2 Non-public technical, economic and organisational information must be kept confidential.

9.3 This applies in particular to software, source code, interfaces, documentation, security mechanisms, licensing procedures and system architectures.

10. Liability

10.1 AUTEC is liable without limitation according to the applicable legal regulations in case of intent, gross negligence, loss of life, physical injury or the impairment of health and according to the regulations of product liability law.

10.2 In case of simple negligence, AUTEC is only liable if essential contractual obligations ("cardinal obligations") are breached; its liability in this case is limited to the foreseeable, typically occurring damage.

10.3 In terms of amount, its liability is limited to the respective contract value or order value.

10.4 Liability for indirect damage, subsequent damage, lost production, business interruptions, data loss or lost profits is excluded to the extent permitted by law.

10.5 The contractual partner is obliged to implement suitable data backup and business continuity measures.

11. Cooperation, operational, data protection and cybersecurity obligations of the contractual partner

11.1 The contractual partner shall provide AUTEC with all information, documents, contact persons, access and technical prerequisites required for contractual performance, in a timely manner. AUTEC will not bear the burden of delays or additional costs caused by incomplete, incorrect or late information.

11.2 The contractual partner is responsible for the provision, proper operation and maintenance of its own IT, network, server and communication infrastructure. This includes in particular, but not exclusively, providing suitable hardware and system environments, the network infrastructure, power supply, data backup and restore concepts, user and rights administration, monitoring and maintenance of the systems used and protection against unauthorised access.

AUTECH assumes no liability for the availability, security or functionality of systems provided by customers or third parties.

11.3 The contractual partner is responsible for secure integration, configuration and secure operation of the products supplied by AUTECH within its system and network environment. The contractual partner undertakes to implement appropriate technical and organisational measures according to the state of the art in order to protect the systems against cyberattacks, malicious software, data loss, manipulation and unauthorised access. This includes in particular, but not exclusively, network segmentation and security, using secure authentication methods, assigning appropriate user, role and administration rights, using up-to-date security mechanisms, installing available security updates for operating systems, databases, virtualisation platforms and other components used, and monitoring events that are relevant for security.

The contractual partner and/or the integrator commissioned by the contractual partner is responsible in particular for the security-related configuration of the products supplied by AUTECH. This includes, among other things, altering factory standard configurations, changing standard keys and standard access data, assigning secure passwords, securing communication connections, configuring network and system interfaces, and implementing additional security measures recommended by AUTECH.

Insofar as AUTECH supplies products with factory standard values, standard keys, standard passwords or other preconfigured security settings, these are to be checked by the contractual partner or the integrator commissioned by the contractual partner prior to production operation and adapted according to the requirements of the respective operating environment.

The responsibility for the selection, implementation, documentation and ongoing review of the security-related configuration rests exclusively with the contractual partner and/or the integrator commissioned by the contractual partner.

11.4 Insofar as AUTECH provides security functions, configuration options, documentation or system hardening recommendations, the contractual partner or the integrator commissioned by the contractual partner is responsible for their implementation, monitoring and ongoing updating.

AUTECH has no responsibility for the ongoing monitoring, hardening or safeguarding of customer systems unless this was expressly agreed by contract.

11.5 The contractual partner is responsible for the use of the supplied products in accordance with data protection requirements and for compliance with the respective applicable data protection laws and regulations.

This includes in particular, but not exclusively, the lawful processing of personal data, complying with obligations to inform data subjects, the data protection compliant design of access and authorisation concepts, establishing erasure and retention periods, performing required data protection impact assessments and complying with legal retention and documentation obligations.

To the extent required by law, the parties shall conclude a separate agreement on commissioned data processing according to Art. 28 GDPR.

11.6 Without prejudice to the preceding provisions, the contractual partner is responsible for all configurations, parametrisations, assignments of rights, integrations, interface connections and other changes to the supplied products performed by the contractual partner or by third parties.

AUTECH is not liable for any damage or adverse effects caused by faulty configurations, improper use, insufficient security measures, failure to change standard keys or standard access data, or changes made by the contractual partner or third parties.

11.7 The products supplied by AUTECH are intended for access control, time recording, time management and building automation. They do not replace any safety, escape route, fire protection, emergency or personal protection facilities prescribed by law.

The responsibility for the planning, implementation, testing and operation of corresponding safety, protection and emergency concepts rests with the operator and/or the integrator responsible for the overall system.

11.8 The contractual partner undertakes to comply, under its own responsibility, with all legal, regulatory and normative requirements applicable for its field of application.

This applies in particular for requirements in the areas of data protection, information security, cybersecurity, working time and time recording law, access and building security, critical infrastructure (KRITIS), NIS2 and comparable national and international rules and standards.

12. Export control and compliance

The contractual partner undertakes to comply with all applicable export control regulations, sanctions, foreign trade regulations and legal compliance requirements.

13. Jurisdiction and applicable law

13.1 The laws of the Federal Republic of Germany apply; application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

13.2 As far as legally permissible, the exclusive place of jurisdiction for all disputes arising from or related to the contractual relationship is Mainz, Germany.

14. Final provisions

14.1 Amendments and endorsements require the written form or text form.

14.2 Should individual provisions of these general terms and conditions be or become ineffective, in whole or in part, the effectiveness of the remaining provisions shall remain unaffected.

14.3 An ineffective provision is deemed to be replaced by a legally permissible provision that comes as close as possible to the economic intent of the ineffective provision.