

Terms & Conditions

QM Software GmbH · Status: 27.05.2026

§ 1 Scope, Definitions

1.1 These General Terms and Conditions (GTC) apply to all contracts between QM Software GmbH, Blocksbergstraße 183, 66955 Pirmasens ("we", "us") and our customers regarding the provision of software, IT services, hardware and related services under the QMSpot and ITSpot brands. They are aimed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code, legal entities under public law and special funds under public law.

1.2 The services are specified by supplementary special contractual conditions (BVB) and individual offers. In the event of contradictions, the following order of precedence shall apply: (1) individual offer, (2) BVB, (3) GTC.

1.3 Deviating, conflicting or supplementary GTC of the customer shall only become part of the contract if we have expressly agreed to their validity in text form.

§ 2 Conclusion of Contract

2.1 Our offers are subject to change unless they are expressly marked as binding. General product presentations in brochures, on websites or in advertising material are non-binding.

2.2 The contract is concluded by our order confirmation in text form or by the actual provision of services.

§ 3 Scope of services

3.1 The scope of the services owed by us results from the individual offer in connection with the relevant BVB.

3.2 We are entitled to further develop the services taking into account the legitimate interests of the customer, provided that this does not restrict the contractual scope of services in essence.

3.3 Insofar as we procure or provide third-party products (in particular software, hardware, cloud services) on behalf of the customer, the respective license and usage conditions of the manufacturers shall apply to their use.

§ 4 Customer's Obligations to Cooperate

4.1 The Client shall provide the information, data, access and cooperation required for the provision of services in a timely and complete manner.

4.2 The customer shall appoint a contact person with sufficient decision-making authority for the performance of the contract.

4.3 If the provision of services is delayed due to insufficient cooperation on the part of the customer, delivery and service periods shall be extended accordingly.

§ 5 Remuneration, Terms of Payment

5.1 The amount of the fees results from the offer. Unless otherwise agreed therein, our list prices valid at the time of conclusion of the contract apply.

5.2 All prices are exclusive of statutory value added tax.

5.3 Invoices are due for payment within 14 days from the date of invoice without deduction. Recurring fees are invoiced in advance on a monthly, quarterly or annual basis; the billing period results from the quotation.

5.4 We are entitled to increase the fee for ongoing services for the first time after the expiry of 12 months after the commencement of the contract with a written notice of 6 weeks to the beginning of the following month. **Such a price increase amounts to a maximum of 7% compared to the previously applicable fee. A further price increase is permissible at the earliest after the expiry of a further 12 months.** The customer has the right to terminate the contractual relationship within a period of 1 month after receipt of the announcement in text form due to the price increase that has taken place.

5.5 In the event of default of payment, we are entitled to demand default interest at the statutory rate. In the event of a not insignificant delay in payment, we are entitled to suspend the service until receipt of payment, provided that we have previously unsuccessfully warned the customer in text form by setting a reasonable deadline.

§ 6 Retention of Title

6.1 Delivered hardware remains our property until full payment has been made.

6.2 In the event of breach of contract by the customer, in particular in the event of default of payment, we are entitled to take back the hardware.

§ 7 Liability

7.1 We are liable without limitation in the event of intent and gross negligence as well as injury to life, limb or health.

7.2 In the event of slight negligence, we shall only be liable in the event of a breach of essential contractual obligations (cardinal obligations). Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract in the first place and on whose compliance the customer regularly relies and may rely.

7.3 Liability in the event of slight negligence is limited to the foreseeable damage typical of the contract.

7.4 The above limitations of liability do not apply in the case of the assumption of a guarantee, claims under the Product Liability Act or in the event of fraudulently concealed defects.

7.5 Any liability that goes further than that provided for in the preceding paragraphs is excluded — regardless of the legal grounds.

§ 8 Force majeure

8.1 We are not liable for any failure to perform caused by force majeure. Force majeure releases us from our obligation to perform for the duration of the disruption and to the extent of its effect.

8.2 Force majeure within the meaning of § 8.1 includes, in particular, natural disasters, war, riots, strikes, lockouts, official orders, **pandemics and epidemics with massive operational restrictions ordered by the authorities**, large-scale failures of the public supply (electricity, telecommunications, internet) as well as other unforeseeable events for which we are not responsible, which make the provision of services significantly more difficult or impossible.

8.3 We will inform the customer immediately of the occurrence and the expected cessation of force majeure.

§ 9 Data protection, confidentiality

9.1 We process personal data exclusively in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

9.2 Insofar as we process personal data of the customer on behalf of the contracting parties in the context of the provision of services, our order processing agreement pursuant to Art. 28 GDPR shall also apply between the contracting parties. This is an integral part of the contract and will be made available to the customer upon request.

9.3 The parties mutually undertake to treat confidentially all information about the other party obtained in the course of the performance of the contract, insofar as it is not public knowledge or publicly available.

§ 10 Term, Termination

10.1 The term of the contract results from the offer and the relevant BVB.

10.2 If a minimum term has been agreed, the contract shall be extended by 12 months after the expiry of the minimum term, unless it is terminated in text form with a notice period of 3 months to the end of the respective term.

10.3 The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular in the event of a material breach of contractual obligations by the other party, in the event of late payment of more than two consecutive accounting periods or in the event of the opening of insolvency proceedings over the assets of the other party.

10.4 Notices of termination must be in text form.

§ 11 Changes to these GTC

11.1 We are entitled to amend or supplement these T&Cs insofar as this is necessary to adapt them to changes in the legal situation, case law, technical or economic conditions and the change does not unreasonably disadvantage the customer.

11.2 When changes take effect, a distinction is made between non-material and significant changes:

(a) Insignificant changes are, in particular, editorial adjustments, clarifications without any impact on content, as well as adjustments to changes in the legal situation or case law that do not change the content of the contract to the detriment of the customer. Insignificant changes will be communicated to the customer in text form at least 6 weeks before the intended effective date. They are considered approved if the customer does not object to them in text form within 6 weeks of receipt of the notification of change. In the notification of the change, we will separately inform the customer of the possibility of objection and the consequences of silence.

(b) Significant changes include, in particular, changes in the scope of services, remuneration, contract term, liability provisions or obligations of the contracting parties. Significant changes will only take effect if the customer expressly agrees to them in text form. If no consent is given within 6 weeks of receipt of the notification of the change, the contract remains valid under the previous conditions.

11.3 If the customer objects to insignificant changes in due time or does not give consent to significant changes, the contract shall remain valid under the previous conditions. In this case, we reserve the right to terminate the contract with the ordinary notice period.

11.4 Price increases within the meaning of § 5.4 are not changes within the meaning of this § 11; only § 5.4 applies to them.

§ 12 Final Provisions

12.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

12.2 If the customer 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 this contractual relationship shall be our registered office in Koblenz. However, we are also entitled to sue the customer at his general place of jurisdiction.

12.3 The customer is not entitled to assign claims or rights under this contract to third parties in text form without our prior consent. § 354a HGB remains unaffected.

12.4 Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.