

Terms and Conditions

QM Software GmbH · Version: 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 directed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

1.2 The services are specified in supplementary Special Contractual Terms and Conditions (BVB) and individual quotations. In the event of any contradictions, the following order of precedence applies: (1) individual quotation, (2) BVB, (3) GTC.

1.3 Any deviating, conflicting or supplementary terms and conditions of the customer shall only form part of the contract if we have expressly agreed to their validity in text form.

§ 2 Conclusion of Contract

2.1 Our quotations are subject to change without notice unless they are expressly marked as binding. General product descriptions in brochures, on websites or in advertising material are non-binding.

2.2 The contract is concluded upon our order confirmation in text form or upon actual performance of the service.

§ 3 Scope of Services

3.1 The scope of the services we are obliged to provide is set out in the individual quotation in conjunction with the relevant BVB.

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

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

§ 4 Customer's Obligations to Cooperate

4.1 The Customer 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 designate 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 performance deadlines shall be extended accordingly.

§ 5 Remuneration, terms of payment

5.1 The amount of the fees is set out in the quotation. Unless otherwise agreed therein, our list prices valid at the time of conclusion of the contract shall apply.

5.2 All prices are exclusive of statutory VAT.

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

5.4 We are entitled to increase the fee for ongoing services for the first time 12 months after the start of the contract, subject to six weeks' notice in text form to take effect at the start of the following month.

Such a price increase shall not exceed 7% of the previously applicable fee. A further price increase is permissible at the earliest after a further 12 months have elapsed. The customer has the right to terminate the contractual relationship in text form within a period of 1 month following receipt of the notice due to the price increase.

5.5 In the event of late payment, we are entitled to charge interest on arrears at the statutory rate. In the event of a not insignificant delay in payment, we are entitled to suspend performance until payment is received, provided that we have previously sent the customer a reminder in text form setting a reasonable deadline without success.

§ 6 Retention of title

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

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

§ 7 Liability

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

7.2 In cases of slight negligence, we shall only be liable for breaches of material contractual obligations (cardinal obligations). Material contractual obligations are those whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer regularly relies and is entitled to rely.

7.3 Liability for slight negligence is limited to the foreseeable damage typical for this type of contract.

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

7.5 Any liability beyond that set out in the preceding paragraphs — regardless of the legal basis — is excluded.

§ 8 Force majeure

8.1 We shall not be liable for disruptions to performance caused by force majeure. Force majeure shall release 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, uprisings, strikes, lockouts, official orders, **pandemics and epidemics involving massive operational restrictions ordered by the authorities**, widespread failures of public utilities (electricity, telecommunications, internet) and other unforeseeable events for which we are not responsible, which significantly impede or render impossible the provision of services.

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

§ 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 the Customer's personal data on their behalf in the course of providing services, our Data Processing Agreement pursuant to Article 28 of the GDPR shall additionally apply between the contracting parties. This forms an integral part of the contract and shall be made available to the Customer upon request.

9.3 The parties mutually undertake to treat as confidential all information obtained about the other party in the course of the performance of the contract, insofar as such information is not already in the public domain or publicly accessible.

§ 10 Term, Termination

10.1 The term of the contract is set out in the quotation and the relevant BVB.

10.2 If a minimum term has been agreed, the contract shall be extended by 12 months upon expiry of the minimum term unless it is terminated in text form with three months' notice to the end of the relevant term.

10.3 The right to terminate the contract for cause remains unaffected. Cause shall be deemed to exist in particular in the event of a material breach of contractual obligations by the other party, in the event of late payment for more than two consecutive billing periods, or in the event of insolvency proceedings being opened against the other party's assets.

10.4 Notices of termination must be in text form.

§ 11 Amendments to these Terms and Conditions

11.1 We are entitled to amend or supplement these General Terms and Conditions to the extent necessary to adapt them to changes in the legal situation, case law, or technical or economic conditions, provided that the amendment does not unreasonably disadvantage the customer.

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

(a) Non-material amendments include, in particular, editorial adjustments, clarifications without any impact on content, and adjustments to changes in the legal situation or case law that do not alter the content of the contract to the detriment of the customer. Non-material amendments shall be notified to the customer in text form no later than 6 weeks before they are intended to take effect. They shall be deemed approved if the customer does not object to them in text form within 6 weeks of receiving the notification of change. In the notification of change, we shall specifically inform the customer of the right to object and the consequences of remaining silent.

(b) Material amendments include, in particular, changes to the scope of services, remuneration, the contract term, liability provisions or the obligations of the contracting parties. Material amendments shall 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 notice of change, the contract shall remain in force under the previous terms and conditions.

11.3 If the customer objects to non-material amendments within the specified time limit or fails to give consent to material amendments, the contract shall remain in force under the previous terms and conditions. In this case, we reserve the right to terminate the contract subject to the standard notice period.

11.4 Price increases within the meaning of § 5.4 do not constitute amendments within the meaning of this § 11; § 5.4 applies exclusively 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 trader, 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 Pirmasens. However, we are also entitled to bring legal proceedings against the customer at their general place of jurisdiction.

12.3 The customer is not entitled to assign claims or rights arising from this contract to third parties without our prior consent in text form. Section 354a of the German Commercial Code (HGB) remains unaffected.

12.4 Should any individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.