

# General Terms and Conditions of Business of the Companies of the CADFEM Group (CADFEM Terms & Conditions)

As of 02/01/2022

General Terms and Conditions of Business of the Companies of the CADFEM Group (CADFEM Terms & Conditions).....	1
A. Scope .....	2
1. Business model.....	2
2. Structure of the CADFEM Group .....	2
3. Business areas .....	3
a) Simulation software and support .....	3
b) Training.....	3
c) Consulting .....	4
d) Delivery of goods (in particular hardware and standard software).....	4
4. Distribution channels .....	4
a) www.cadfem.net business portal.....	4
b) myAccount customer account.....	4
(c) Free online training courses with registration requirements.....	4
B. General Conditions .....	4
1. Scope.....	4
2. Contractual partner .....	5
3. Export control regulations (including sanctions) .....	5
4. Subcontractors.....	6
5. Prices and terms of payment .....	6
6. Retention of title (only for contracts with CADFEM GmbH and CADFEM Austria GmbH).....	6
7. Assignment, offsetting and retention.....	7
8. Confidentiality .....	7
9. Liability .....	7
10. Warranty .....	8
11. Property rights of third parties .....	9
12. Jurisdiction .....	9
13. Choice of law .....	9
C. Special conditions .....	9
1. Distribution of software of ANSYS, Inc. and provision of support.....	9
2. Sales of other simulation software and provision of support.....	10
3. Training .....	10
a) Training categories.....	10
b) Service content .....	11
c) Unilateral contract adjustment .....	11
d) Termination, withdrawal and cancellation by CADFEM.....	11
e) Rights of use & copyright .....	11
4. Consulting (in particular commissioned calculation, software development and material modeling) .....	12
a) Commissioned calculations .....	12
b) Software development .....	12
c) Material modelling.....	13
(d) General conditions for consulting.....	13
5. Delivery of goods, in particular computer hardware and standard software.....	14
a) Hardware and other goods.....	15
b) Standard software.....	15
D. Online services .....	15
1. CADFEM “myAccount” customer account .....	16
a) Registration.....	16
b) Ordering process.....	16
c) Obligations of the Customer.....	17
d) Obligations of CADFEM.....	17
e) Costs .....	17
f) Termination, amendment .....	17

2. Free online training courses.....	17
a) Registration.....	17
b) Provider/Contractual partner .....	17
c) Obligations of CADFEM.....	18
d) Obligations of the Customer.....	18
e) Registration procedure and error correction .....	18
f) Costs .....	18

## A. Scope

The legal structure of the CADFEM Group and the diversity of its range of products and services require a corresponding complexity in the design of the legal conditions for its business relationships.

These General Terms and Conditions of Business (CADFEM Terms & Conditions) apply to the business areas described in Section A. 3. of these CADFEM Terms & Conditions of the companies of the CADFEM Group specified in Section A. 2. of these CADFEM Terms & Conditions.

These CADFEM Terms & Conditions apply only to business relationships with commercial customers (see Section B. 1. a) of these CADFEM Terms & Conditions).

### 1. Business model

The companies of the CADFEM Group (hereinafter also referred to as “CADFEM”) are leading providers of products and services in the field of the application of numerical simulation in product development.

As an ANSYS Channel Partner, CADFEM distributes the leading engineering simulation & 3D design software from ANSYS, Inc. and complementary software from other providers.

In line with its slogan “Simulation is more than software”, CADFEM also offers hardware, cloud & IT services, helpful engineering services and high-quality training courses, in other words: “simulation from a single source”.

CADFEM’s fee-based service is aimed at companies from all branches of industry and sectors, as well as universities and research institutions.

In addition to traditional sales channels, CADFEM also uses the business portal [www.cadfem.net](http://www.cadfem.net).

### 2. Structure of the CADFEM Group

The CADFEM Group consists of legally independent but closely cooperating companies based in Europe, the USA, Asia and North Africa.

The CADFEM Group includes the following companies:

- a) CADFEM GmbH, Marktplatz 2, 85567 Grafing bei München, Germany, T +49 (0)8092-7005-0, F +49 (0)8092 7005 77, [info@cadfem.de](mailto:info@cadfem.de).
- b) CADFEM (Austria) GmbH, Wagenseilgasse 14, 1120 Vienna, Austria, T +43 (0)1 587 70 73, F +43 (0)1 587 70 73 19, [info@cadfem.at](mailto:info@cadfem.at).
- c) CADFEM (Suisse) AG, Wittenwilerstrasse 25, 8355 Aadorf, Switzerland, T +41 (0)52-368 01-01, F +41 (0)52 368 01 09, [info@cadfem.ch](mailto:info@cadfem.ch).
- d) CADFEM France SAS, 42 rue de l’université, Immeuble “Le Brumaire”, 69007 Lyon, France, T +33 (0)4-83 43 53 9, [contact@cadfem-france.fr](mailto:contact@cadfem-france.fr).
- e) CADFEM UK CAE Ltd., Airport House Business Centre, Purley Way, Croydon, Surrey, CR0 0XZ, UK, T +44 (0)208 256 0630, [info@cadfem.co.uk](mailto:info@cadfem.co.uk).
- f) CADFEM Ireland Ltd., UNIT G3, The Stockyard, The Steelworks, Foley Street, Dublin 1, D01 YW42, Ireland, T +353 (0)16 522 730, [info@cadfem.ie](mailto:info@cadfem.ie).
- g) CADFEM India Private Limited, 6-3-902/A, 2nd Floor, Right Wing, Central Plaza, Raj Bhavan Road, Somajiguda, Hyderabad 500082, Telangana, India, T +91 (40) 49481000, [info@cadfem.in](mailto:info@cadfem.in).
- h) CADFEM SEA Pte. Ltd., 2 Venture Dr, #06-17 Vision Exchange, Singapore 608526, Singapore, T +65 6572 8886, [info@cadfem-sea.com](mailto:info@cadfem-sea.com).
- i) CADFEM AFRIQUE DU NORD S.A.R.L., Technopole de Sousse, BP 24, 4059 Sousse-Corniche, Tunisia, T +216 73 820 230, [info@cadfem-an.com](mailto:info@cadfem-an.com).

### 3. Business areas

CADFEM's business areas are:

- distribution of the software of the ANSYS, Inc.;
- distribution of complementary simulation software products;
- sale of hardware and standard software;
- provision of support for the aforementioned products;
- training and staff development in relation to the aforementioned products;
- consulting, in particular commissioned calculations and software development.

The following details apply to the above:

#### a) Simulation software and support

- aa) CADFEM arranges licenses for software from ANSYS, Inc., Southpointe, 2600 Ansys Drive, Canonsburg, PA 15317 USA and provides support for the latter's licensees on its behalf.

The contractual partner of Customers whose purchase of licenses for the software of ANSYS, Inc. is arranged through CADFEM is ANSYS, Inc. on the basis of the license agreements concluded by the licensees directly with ANSYS, Inc. Rights and obligations of the licensees arising from the license agreements concluded with ANSYS, Inc. exist exclusively vis-à-vis ANSYS, Inc. These CADFEM Terms & Conditions do not apply to those contractual relationships.

The license agreements of ANSYS, Inc. can be found on the ANSYS, Inc. website under: <https://www.ansys.com/footer/terms-and-conditions>.

Insofar as CADFEM provides support services ("TECS") to the licensees of ANSYS, Inc. following conclusion of license agreements, those services are provided on behalf of ANSYS, Inc. on the basis of a provision included in the license agreement, according to which ANSYS, Inc. may, at its own discretion, provide the support services contractually due to the licensees either itself or through companies of its choice.

Contractual obligations exist between CADFEM and the Customers of ANSYS, Inc. on the basis of the intermediary function of CADFEM and, as applicable, the support services provided by CADFEM on behalf of ANSYS, Inc., which result in mutual obligations of consideration. Sections B. and C. 1. of these CADFEM Terms & Conditions apply to these obligations. Insofar as contracts are initiated via the myAccount customer account, Section D. 1 of these CADFEM Terms & Conditions also applies.

- bb) CADFEM distributes software licenses for products of CADFEM GmbH, in particular so-called "CADFEM Extensions", and licenses for software of other companies that do not belong to the CADFEM Group. The products covered in this context are defined in the "CADFEM Framework Agreement for Software Use". The "CADFEM Framework Agreement for Software Use" can be found on the CADFEM GmbH website at: <https://www.cadfem.net/de/agb>.

Insofar as Customers purchase licenses for the aforementioned products directly from CADFEM GmbH or by arrangement through other companies of the CADFEM Group, only CADFEM GmbH is the contractual partner on the basis of the "CADFEM Framework Agreement for Software Use" concluded by the licensees directly with CADFEM GmbH.

Rights and obligations under this contract arise exclusively from the license agreements concluded by the licensees with CADFEM GmbH and exist only vis-à-vis CADFEM GmbH as the contractual partner. These CADFEM Terms & Conditions do not apply to those contractual relationships.

Contractual obligations exist between the companies of the CADFEM Group that arrange conclusion of the contracts for software licenses between CADFEM GmbH and the Customers of CADFEM GmbH on the basis of the sales activities and, as applicable, the support services provided on behalf of CADFEM GmbH, which result in mutual obligations of consideration. Sections B. and C. 2 of these CADFEM Terms & Conditions apply to these obligations. Insofar as contracts have been initiated via the myAccount customer account, Section D. 1 of these CADFEM Terms & Conditions also applies.

#### b) Training

For contracts for training courses, in particular open face-to-face and online seminars, individual courses, webinars and e-learning, Sections B., C. 3. and, insofar as they are initiated or concluded via the myAccount customer account or – as is particularly the case with free online courses - require separate registration, Section D. 1. or D. 2. of these CADFEM Terms & Conditions apply.

The contractual partner for face-to-face and online live events is the respective organizer. If the event is offered through a company of the CADFEM Group that is not itself the organizer, it shall act as an

intermediary of the organizer. Contractual obligations exist between the companies of the CADFEM Group that arrange conclusion of the contracts and the Customers of the organizers on the basis of the sales activities, which result in mutual obligations of consideration. Sections B. and C. 2 of these CADFEM Terms & Conditions apply to these obligations.

Insofar as CADFEM carries out face-to-face or online live events together with partner companies, the partner company shall also become a contractual partner of the Customer in addition to CADFEM, insofar as this is indicated separately in the course description. In this case, special contractual conditions may apply to the relationship of the Customer with this external partner, insofar as this is indicated separately in the course description.

The contractual partner for the use of an e-learning course is the respective company of the CADFEM Group that offers the product.

**c) Consulting**

For contracts for consulting services, in particular commissioned calculation, software development and material modeling, Sections B., C. 4. and, if they were initiated via the myAccount customer account, Section D. 1 of these CADFEM Terms & Conditions apply.

The contractual partner for the use of CADFEM's consulting services is the company of the CADFEM Group offering the respective service.

**d) Delivery of goods (in particular hardware and standard software)**

For contracts for the delivery of goods (hardware and standard software), Sections B., C. 5. and, if they were initiated via the myAccount customer account, Section D. 1. of these CADFEM Terms & Conditions apply.

The contractual partner is the company of the CADFEM Group offering the respective product.

In the event that the object of purchase is software, the manufacturer's relevant license terms also apply.

**4. Distribution channels**

In addition to traditional distribution channels, CADFEM also uses the business portal [www.cadfem.net](http://www.cadfem.net).

**a) [www.cadfem.net](http://www.cadfem.net) business portal**

The "General Terms of Use for the Web Service [www.cadfem.net](http://www.cadfem.net)", available at <https://www.cadfem.net/de/de/nutzungsbedingungen>, apply exclusively to the use of the freely accessible part of the web service [www.cadfem.net](http://www.cadfem.net).

**b) myAccount customer account**

The initiation and conclusion of contracts on [www.cadfem.net](http://www.cadfem.net) requires registration for the CADFEM "myAccount" customer account. In addition to the aforementioned Terms of Use, Section D. 1 of these CADFEM Terms & Conditions applies to this registration, which is only available to business Customers, and to the use of myAccount.

The contractual partner of the Customers using myAccount is the company of the CADFEM Group providing the customer account.

**(c) Free online training courses with registration requirements**

Use of certain free online training courses of CADFEM (in particular webinars) requires simple registration. In addition to the aforementioned Terms of Use, Section D. 2 of these CADFEM Terms & Conditions applies to this registration. The contractual partner of the Customer using the courses is the company of the CADFEM Group providing the respective course.

**B. General Conditions**

**1. Scope**

- a) These CADFEM Terms & Conditions only apply to Customers who are acting in the exercise of their commercial or independent professional activity (referred to as "Customers" in these CADFEM Terms & Conditions).
- b) Insofar as CADFEM is a contractual partner of the Customer in accordance with these CADFEM Terms & Conditions, these CADFEM Terms & Conditions apply exclusively. The applicability of other general terms and conditions is excluded, unless such applicability has been expressly agreed by CADFEM in writing.

- c) These CADFEM Terms & Conditions also apply if CADFEM carries out the delivery/service for the Customer without reservation in the knowledge of conditions of the Customer that conflict with or deviate from the CADFEM General Terms & Conditions.
- d) These CADFEM Terms & Conditions apply to future offers, deliveries and services for the Customer in the case of ongoing business relationships, even if no further explicit reference is made to them.

## **2. Contractual partner**

In principle, the contractual partner of the Customer is the company of the CADFEM Group specified in Section A. 1. of these CADFEM Terms & Conditions that offers the respective service. Notwithstanding the above, the contractual partner

- a) when concluding license agreements for software from ANSYS, Inc. is ANSYS, Inc., Southpointe, 2600 Ansys Drive, Canonsburg, PA 15317 USA. In this case, the conditions specified in its license agreements apply exclusively;
- b) when concluding license agreements for the software referred to in the "CADFEM Framework Agreement for Software Use" is CADFEM GmbH, Marktplatz 2, 85567 Grafing bei München, Germany. In this case, the conditions specified in that framework agreement apply exclusively;
- c) when concluding contracts for training events is the respective organizer.

Where the term "CADFEM" is used below, it refers to the respective company of the CADFEM Group

- which is the contractual partner of the Customer or
- with which the Customer has another contractual relationship (e.g. as a result of the activities of CADFEM as an intermediary, see Section A. 3. of these CADFEM Terms & Conditions).

## **3. Export control regulations (including sanctions)**

- a) CADFEM wishes to point out to the Customer that export control regulations apply to movement, export and procurement of goods (hardware, software, technology) and to the provision of services (e.g. support, training courses, consulting, etc.) across borders. In addition, sanctions against certain persons, organizations and institutions apply to non-cross-border business relationships. Export control regulations also include embargo restrictions and re-export control regulations. The movement, export and procurement of goods and the provision of cross-border services by CADFEM may therefore be subject to export control restrictions and prohibitions. The Customer acknowledges that export control regulations are subject to constant changes and adjustments and are to be applied to the contract in their current version.
- b) CADFEM complies at all times with the export control regulations of national and international law which apply to the registered office of the respective company of the CADFEM Group. Insofar as CADFEM distributes products from companies based in the United States of America or provides services on behalf of such companies - in particular the company ANSYS, Inc. - CADFEM also complies with the export control legislation of the United States of America.
- c) The Customer is obliged to comply with all applicable export control regulations with regard to the deliveries and services received from CADFEM. In particular, the Customer is obliged not to sell, export, re-export, deliver, pass on or otherwise make accessible the deliveries and services received from CADFEM directly or indirectly to persons, companies, institutions, organizations or in countries where this violates applicable export control regulations. This also applies to the transfer and provision of technology to persons, organizations or institutions subject to sanctions, for example in the context of the participation of persons in training courses using teaching materials supplied.
- d) The Customer shall check the deliveries and services received from CADFEM before selling, (re-)exporting, delivering, or transferring them or making them available in any other way to third parties and take appropriate measures to ensure that this does not result in a violation of applicable export control regulations. The Customer shall obtain any necessary permits or licenses from the competent authorities.
- e) In particular, the Customer shall note that the deliveries and services received from CADFEM are not intended for prohibited uses or uses requiring permission in connection with
  - ABC weapons and their carrier technology (especially missiles);
  - conventional armaments;
  - construction and operation of (civil) nuclear facilities;
  - goods for communications/data monitoring
 except where any necessary permits or licenses have been obtained.

- f) CADFEM is not obliged to fulfill a contract if this would lead to violations of export control regulations.
- g) Compliance with deadlines for the delivery of goods or for the provision of a service may require the prior issuance of export control permits or licenses or completion of other verification procedures by the competent authorities. If CADFEM is prevented from timely delivery of goods or the provision of a service due to the duration of proper completion of export control approval, licensing or any other official inspection procedure, the due date shall be extended by the duration of the delay caused by the respective official procedure.
- h) If the necessary export control permits or licenses are not issued by the competent authorities or if other obstacles prevent fulfilment of the contract due to the export control regulations to be observed by CADFEM or by suppliers of CADFEM, CADFEM is entitled to withdraw from the entire contract or from individual delivery or service obligations affected by the respective export control obstacle. This also applies if, between conclusion of the contract and delivery of the goods or provision of the service or on assertion of warranty rights, corresponding legal export control obstacles arise – e.g. due to a change in the legal situation – and prevent execution of the delivery, the service or the warranty action because necessary permits or licenses have not been issued or have been revoked by the competent authorities, or other legal obstacles due to export control regulations that must be observed prevent fulfilment of the contract or execution of the delivery, service or warranty action.
- i) On request, the Customer is obliged to provide CADFEM promptly with complete information about the intended use and, as appropriate, other final recipients, the final destination and the end use of the goods to be delivered or provided or the services to be performed, in particular to issue or provide so-called end user certificates (EUCs) and to send the original to CADFEM in order to enable CADFEM or the competent authorities to carry out export control checks and to provide evidence of the intended use, the final recipient, the final destination and the end use of the goods or services.
- j) The Customer shall fully indemnify CADFEM against all claims asserted by the authorities or other third parties against CADFEM due to the culpable infringement and violation by the Customer of applicable export control regulations, and undertakes to compensate CADFEM for all damages and expenses incurred in this context.
- k) Violations by Customers of applicable export control regulations entitle CADFEM to extraordinary termination of all existing contracts with the Customer.

#### **4. Subcontractors**

The companies of the CADFEM Group are also entitled to provide contractually agreed services through the use of subcontractors, in particular other companies of the CADFEM Group listed in Section A. 2. of these CADFEM Terms & Conditions and CADFEM Medical GmbH based in Grafing bei München, Germany.

#### **5. Prices and terms of payment**

- a) Unless otherwise agreed, prices are determined according to the CADFEM price list valid at the time of conclusion of contract, plus taxes, charges, customs duties, freight and packaging. Discounts are excluded.
- b) Unless otherwise agreed, payments are due for the delivery of goods and the provision of services on performance and receipt of invoice.
- c) CADFEM may demand advance payments at reasonable intervals before or during the provision of services according to the status of the contractual services provided or to be provided.
- d) The Customer shall pay the agreed remuneration to CADFEM by the due date. If payment is not made within a period of 14 days of performance and receipt of invoice, The Customer shall immediately be in default of payment.
- e) CADFEM is entitled to charge default interest in the statutory amount, at least in the amount of 8% p.a. CADFEM reserves the right to claim further damages.

#### **6. Retention of title (only for contracts with CADFEM GmbH and CADFEM Austria GmbH)**

- a) Goods delivered by CADFEM GmbH or CADFEM Austria GmbH shall remain the property of CADFEM GmbH or CADFEM Austria GmbH until all claims to which CADFEM GmbH or CADFEM Austria GmbH are entitled against the Customer arising from the business relationship have been fulfilled. The retention of title also extends to the recognized balance, insofar as CADFEM GmbH or CADFEM Austria GmbH includes claims against the Customer in current invoices (current account reservation).

- b) During the existence of the retention of title, resale is only permitted by resellers in the ordinary course of their business and only on condition that the reseller either receives payment in return for delivery or makes the reservation to his buyer that the title is transferred to the buyer only when he has fulfilled his payment obligation vis-à-vis the reseller.
- c) The Customer shall assign all claims arising from the resale to CADFEM GmbH or CADFEM Austria GmbH as security on conclusion of the contract. Until notified otherwise, the Customer is authorized to collect the assigned claims. CADFEM GmbH or CADFEM Austria GmbH is entitled to revoke the Customer's collection authorization if there is good cause, in particular default of payment, suspension of payment, opening of insolvency proceedings or other significant indications of the Customer's insolvency. Furthermore, CADFEM GmbH or CADFEM Austria GmbH may, after prior warning, demand the disclosure of the assignment of security of the Customer's claims to the second buyers and, after observing a reasonable grace period, assert the assigned claims.
- d) In the event of revocation, the Customer must immediately provide all the information required to collect the assigned claim.
- e) The reserved goods may neither be pledged nor assigned as security. In the event of seizures and other interventions by third parties, the Customer shall inform CADFEM GmbH or CADFEM Austria GmbH immediately.
- f) If the value of the security rights to which CADFEM GmbH or CADFEM Austria GmbH is entitled exceeds the amount of all secured claims by more than 10%, the Customer is entitled to demand release of a corresponding part of the security rights. CADFEM GmbH or CADFEM Austria GmbH is entitled to choose which security rights to release. On fulfillment of all secured claims, the security rights shall expire.

## **7. Assignment, offsetting and retention**

- a) The Customer may assign his rights from contracts with CADFEM only with its written consent. Consent may only be refused for good cause.
- b) The Customer is only entitled to offset and exercise a right of retention with regard to undisputed or legally established counterclaims. A right of retention is only permissible with claims arising from the respective contractual relationship itself.

## **8. Confidentiality**

- a) CADFEM and the Customer are obliged to treat the information disclosed or made known to them by the other party as confidential within the framework of conclusion of the contract and its execution, insofar as such information is not publicly known, has not been developed by the other party itself or does not later become generally known to the other party without violating the confidentiality obligation (confidential information). The parties shall take all necessary precautions to protect confidential information from unauthorized access, unauthorized disclosure, accidental disclosure, duplication, transfer and any other unauthorized use. Further legal provisions remain unaffected.
- b) Insofar as CADFEM is entitled to provide the contractual services through third parties - see Section B. 4. of these CADFEM Terms & Conditions - the latter may be provided with confidential information for the purposes of execution of the contract. CADFEM is obliged to ensure that employees and third parties who have access to the confidential information are subject to written confidentiality obligations that are at least as strict as those set out above for CADFEM prior to disclosure.

## **9. Liability**

- a) CADFEM is liable
  - insofar as it, its legal representatives or its vicarious agents are guilty of malicious intent or gross negligence;
  - in the event of culpable injury to life, limb or health;
  - in the event of a culpable violation of material contractual obligations;
  - in the event of defects that have been fraudulently concealed or the absence of which was guaranteed;
  - if liability exists under the Product Liability Act for personal injury or property damage to objects in private use.

- b) A material obligation is an obligation the fulfilment of which makes the proper execution of the contract possible in the first place and on the fulfilment of which contractual partners regularly rely and may regularly expect to rely.
- c) In the event of a breach of material obligations as a result of minor negligence, the liability of CADFEM is limited to reasonably foreseeable damages that are typical for such a contract. The contractually typical, foreseeable damage shall be set at the amount of the contractual value of the affected service.
- (d) Otherwise, CADFEM is not liable.

## **10. Warranty**

- a) The Customer shall immediately notify us in writing of material or legal defects. Material defects only exist if the item does not have the agreed quality, or if agreed accessories and agreed instructions (including assembly and installation instructions) are missing. A material defect also exists if the item is not suitable for normal use but only if no other agreement has been made with regard to quality, accessories and instructions. The Customer shall report material defects, specifying the circumstances in which they have occurred, and describe the effects of the material defect in a detailed and comprehensible manner.
- b) No warranty claims exist in the following cases in particular:
  - Inappropriate or improper use;
  - Incorrect assembly or installation by the Customer or third parties;
  - Wear and natural deterioration;
  - Incorrect or negligent treatment;
  - Installation of faulty software;
  - Improper maintenance;
  - Mechanical, chemical, electronic, electrical and similar effects that do not correspond to the anticipated, average effects of this sort.
- c) Furthermore, no warranty claims exist if the Customer
  - modifies the delivery item or has it modified by a third party, and/or
  - replaces or arranges for the replacement of parts of the delivery item with third-party parts and not with original CADFEM parts, without this being necessary because of CADFEM's default with regard to a duty incumbent on it and fruitless expiry of a grace period set by the Customer or for other significant reasons facilitating the contractual use of the delivery item.

This does not apply if the Customer proves that the defects in question were not caused by the modifications made by it or the third party to the delivery item or by use of the parts of the third party.

- d) If CADFEM is obliged to provide supplementary performance due to a defect, CADFEM is entitled to do so at its own discretion by repair or replacement delivery. A repair may also take the form of delivery of a new version, an update, upgrade, patch or release, otherwise also by delivery of equivalent items.
- e) If supplementary performance or the type of supplementary performance chosen by CADFEM is unreasonable for the Customer, it shall inform CADFEM immediately in writing.
- f) The Customer is obliged to cooperate to an appropriate extent in identifying and analyzing a material defect and its cause and, in particular, in enabling CADFEM to examine the objects, in providing all necessary and appropriate information and in granting access to documents from which more detailed information about the circumstances of a reported defect may emerge.
- g) Claims and rights due to a defect shall expire within one year of the beginning of the statutory limitation period. This does not apply if the law prescribes longer periods.
- h) In the event that CADFEM has fraudulently concealed a defect, a defect was caused intentionally or by gross negligence by CADFEM, in cases of injury to life, limb or health or insofar as a quality guarantee provided by CADFEM applies, the statutory provisions regarding liability and limitation in the event of defects remain unaffected. The provisions regarding the suspension of expiry or the restart of deadlines also remain unaffected.
- i) In addition, Section B. 9. of these CADFEM Terms & Conditions applies to claims for damages and reimbursement of expenses in the event of defects.



## **11. Property rights of third parties**

- a) If a third party asserts claims against the Customer for infringement of copyright or industrial property rights with regard to services provided by CADFEM and if the contractual use of the service by the Customer is impaired or prohibited as a result, CADFEM shall, at its discretion and its expense, either modify or replace the service in such a way that said property rights are not violated, but the service essentially still complies with the agreed specifications, or indemnify the Customer against license fees for the use of the service vis-à-vis the third party.
- b) If the aforementioned supplementary performance fails or if such measures are unreasonable for CADFEM, the Customer is entitled, at its discretion, to withdraw from the contract for the affected service or to reduce the price, having allowed for appropriate compensation for the interim use.
- c) The Customer shall immediately notify CADFEM of the assertion of the aforementioned third-party claims. It may not acknowledge the alleged infringement and may only conduct any dispute with the third party about the infringement of property rights in agreement with CADFEM.
- d) Claims of the Customer arising from infringement of property rights are excluded if the infringement is caused by the Customer himself, is based on the particular specifications of the Customer, is caused by an application not provided for in the product information or by the fact that the service has been modified by the Customer or used in conjunction with services not supplied by CADFEM.
- e) The Customer's claims due to the infringement of third-party property rights shall expire one year from the beginning of the statutory limitation period, unless the infringement is based on intent or gross negligence. Further claims of the Customer due to violation of property rights of third parties are excluded, unless liability is provided for in these CADFEM Terms & Conditions.

## **12. Jurisdiction**

The exclusive place of jurisdiction for all claims arising from business relationships is the registered office of CADFEM, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law. However, CADFEM is also entitled to take action against the Customer at its general place of jurisdiction.

## **13. Choice of law**

For all disputes arising from contracts to which these Terms & Conditions apply and for all disputes arising from the business relationship between CADFEM and the Customer, the law governing the registered office of CADFEM shall apply exclusively. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) and provisions regarding the collision of law under international private law is excluded.

## **C. Special conditions**

Unless otherwise stipulated below, this Section C. of these CADFEM Terms & Conditions applies in addition to Sections A. and B. to the contractual obligations described below. The resulting obligations of CADFEM are therefore always subject to their compatibility with the provisions of Section B. 3. of these CADFEM Terms & Conditions (Export control regulations).

To the extent that corresponding obligations are initiated or concluded through the myAccount customer account, Section D. 1. of these CADFEM Terms & Conditions also applies.

CADFEM is certain that the products it sells are at the cutting edge of technology and strives to establish long-term business relationships with Customers. Customers are given the opportunity to test the distributed products and services and thus to compare their performance with products and services from other providers and make an informed decision about their use. CADFEM is a sales-oriented company. As such, CADFEM specifically advertises only the products and services it sells and, in consultation with potential customers, determines their need for them. Insofar as CADFEM speaks of a "consultation" with the Customer in this context, this does not include the promise of an independent product consultation covering all manufacturers.

### **1. Distribution of software of ANSYS, Inc. and provision of support**

- a) Insofar as CADFEM distributes products of ANSYS, Inc., CADFEM has the role of an intermediary. The contractual partner of Customers who have obtained licenses to the software of ANSYS, Inc. through companies of the CADFEM Group is ANSYS, Inc., Southpointe, 2600 Ansys Drive, Canonsburg, PA 15317 USA. Reference is made to Section A. 3. a) of these CADFEM Terms & Conditions.

These CADFEM Terms & Conditions do not apply to the contractual relationship between the Customer and ANSYS, Inc.

- b) A contractual relationship exists between CADFEM and the Customer of ANSYS, Inc. on the basis of the former's sales activities, from which mutual obligations of consideration arise. The same applies if CADFEM fulfils the rights and obligations of ANSYS, Inc. on behalf of the latter vis-à-vis its customers. These CADFEM Terms & Conditions apply to this contractual relationship, in particular Section B. 9. of these Terms & Conditions.

## **2. Sales of other simulation software and provision of support**

- a) Insofar as CADFEM distributes licenses to the software defined in the "CADFEM Framework Agreement for Software Use", CADFEM GmbH is the contractual partner on the basis of the "CADFEM Framework Agreement for Software Use" concluded by the licensees directly with CADFEM GmbH. The "CADFEM Framework Contract for Software Use" regulates this contractual relationship definitively. These CADFEM Terms & Conditions therefore do not apply to those contractual relationships.
- b) On the basis of the sales activities of the other companies of the CADFEM Group that arrange software license agreements with CADFEM GmbH, contractual obligations exist between the former and the Customers of CADFEM GmbH, which result in mutual obligations of consideration. The same applies if the companies of the CADFEM Group that arrange the software license agreements fulfil the rights and obligations of CADFEM GmbH on behalf of the latter vis-à-vis its Customers. These CADFEM Terms & Conditions apply to this contractual relationship, in particular Section B. 9. of these Terms & Conditions.

## **3. Training**

CADFEM offers both fee-based and free training courses. CADFEM's fee-based training courses include open seminars, individual training courses and e-learning courses. CADFEM offers free webinars and other online events.

CADFEM also offers individual training courses together with external partner companies. If this is the case, the Customer shall be informed of this separately.

### **a) Training categories**

#### **aa) Open seminars**

Open seminars deal with topics specified by CADFEM. They are held both at locations specified by CADFEM as face-to-face seminars and as online seminars. Participation is open to all Customers. It is limited only in terms of the number of participants by the spatial and technical framework conditions. As far as the content, speaker, date, type of delivery, any location, organizer and price are concerned, the seminar description on [www.cadfem.net](http://www.cadfem.net) shall take precedence, otherwise the specifications of the offer description shall apply.

Open seminars are marketed by CADFEM, in particular via the web service [www.cadfem.net](http://www.cadfem.net). The prerequisite for booking an open seminar via the web service [www.cadfem.net](http://www.cadfem.net) is registration for the CADFEM myAccount customer account. In this regard, Section D. 1. of these CADFEM Terms & Conditions applies.

Customers are entitled to cancel their participation in writing free of charge up to three weeks before the start of the event (withdrawal from the contract). After this time, Customers are entitled to withdraw from the contract if they provide a substitute participant. If the withdrawing Customer used a customer group discount when booking the seminar, this only applies if the substitute participant is also entitled to a discount or waives application of the discount.

Customers who use the CADFEM seminar flat rate may cancel participation in events up to 7 calendar days before the start of the event free of charge, without providing replacement participants. In addition, those Customers may cancel their participation in events up to four times per calendar year, even at short notice, free of charge, without providing replacement participants. For each further cancellation, the Customer shall incur a flat-rate processing fee of 15% of the regular seminar fee, payable to CADFEM.

#### **bb) Individual training courses**

Individual training courses are carried out in particular with Customers who want to master new customer-specific challenges in the field of simulation. They may be related to the provision of other services by CADFEM (e.g. as a project training course following a commissioned calculation service). The content, speaker, duration, location, time and prices of these seminars are individually coordinated by CADFEM with the respective Customer and adapted to requirements. Participants are exclusively the employees or commissioned users of the Customer.

For subsequent changes to services and the termination of agreed individual training courses, the rules for consulting services apply accordingly. See Section C. 4. d) bb) and ff) of these CADFEM Terms & Conditions.

**cc) E-learning**

The CADFEM e-learning service enables Customers to train flexibly in terms of location and time. It is marketed by CADFEM in particular via the web service [www.cadfem.net](http://www.cadfem.net). The concept, content and prices of the individual courses are based on the information provided there. The service is open to all Customers.

CADFEM provides the Customer with access to the CADFEM learning platform to make use of the learning materials. This access is provided initially for 24 months and is extended in the case of purchase of further CADFEM training products for a further 24 months from the date of purchase. CADFEM is responsible only for making the learning materials available on the learning platform for retrieval by the Customer over the internet. Customers therefore need their own internet access to use the offer.

E-learning courses consist of several modules. Customers have the opportunity to try the first module of a course free of charge with trial access.

Customers who have purchased an e-learning course but have not yet used a fee-based module of it are entitled to transfer the purchased e-learning course to another Customer.

CADFEM reserves the right to terminate the provision of the learning content purchased by the Customer at the earliest 24 months after its purchase by the Customer, subject to a notice period of 3 months.

**dd) Webinars and other free online live events**

CADFEM runs webinars and other free online live events. Content, speakers, dates, duration and the online platforms for these events are specified by CADFEM. Insofar as the online platforms are provided by third-party providers, their terms of use also apply.

The events are offered in particular through the web service [www.cadfem.net](http://www.cadfem.net). The information provided there about content, date, contractual partner and speaker applies. The "General Terms and Conditions of Use for the Web Service [www.cadfem.net](http://www.cadfem.net)", which can be found at <https://www.cadfem.net/de/de/nutzungsbedingungen>, apply to the use of the [www.cadfem.net](http://www.cadfem.net) web service.

Participation is open to all Customers. Participation in the aforementioned events requires simple registration. In addition to the aforementioned Terms of Use, Section D. 2 of these CADFEM Terms & Conditions applies to this registration.

**b) Service content**

As part of the training program, CADFEM gives participants the opportunity to familiarize themselves with the content covered by the contract. No specific learning or other outcome is promised by CADFEM. This also applies if the training course is provided in connection with other services (e.g. as individual training in the form of project training following a commissioned calculation service).

**c) Unilateral contract adjustment**

CADFEM is entitled to replace contractually specified instructors with other persons who are at least equally qualified and to make minor changes to the content of the course (including e-learning content) compared to what was contractually specified, in particular to adapt it to new developments.

**d) Termination, withdrawal and cancellation by CADFEM**

CADFEM has the right to cancel live events if one of the contracted speakers is prevented from holding the event and the provision of a suitable replacement speaker is impossible or unreasonable for CADFEM. CADFEM shall cancel immediately on becoming aware of the impediment.

CADFEM is entitled to cancel a seminar event, in particular due to insufficient demand, at the latest one week before the scheduled event date. This does not apply to individual courses or courses for which the Customer has to pay a flat-rate fee regardless of the number of participants.

Permissible cancellations by CADFEM constitute a withdrawal from the contract. In this case, CADFEM is not obliged to pay compensation for futile expenses of the Customer.

**e) Rights of use & copyright**

Training materials are protected by copyright and are only available in the context of participation in a seminar.

CADFEM grants the Customer a simple right of use to the training documents to the extent necessary to achieve the purpose of the contract. In particular, training documents may only be reproduced for the internal use of the Customer.

The hardware and software loaned to CADFEM's Customers is for learning purposes only as part of the seminar event. The hardware provided for teaching purposes during the event must be handled with care. Customers are not entitled to install their own software on CADFEM computers or to copy software provided by CADFEM.

The Customer receives a non-exclusive, non-transferable, temporary right to online use of learning content provided as part of e-learning courses, limited to one natural person. The Customer is therefore not entitled to make the learning content accessible to third parties. In particular, Customers are not entitled to pass on the access details for the learning platform to third parties.

#### **4. Consulting (in particular commissioned calculation, software development and material modeling)**

The type and scope of the consulting services to be provided by CADFEM and the consideration owed by the Customer are based primarily on the contractual agreements. These are usually based on an order that relates to an offer from CADFEM and also on these CADFEM Terms & Conditions.

##### **a) Commissioned calculations**

Unless otherwise agreed by contract, the specifications provided by Customers for the calculation are not verified by CADFEM. If the Customer's specifications for CADFEM are clearly incorrect even without separate verification, the Customer shall be informed of this.

Calculation services are provided to the best of our knowledge and belief and in accordance with the accepted rules of engineering practice using state-of-the-art computer programs. The calculation is usually based on a numerical simulation. Even with all the due care customary in the industry, the models created for this purpose inevitably do not ever correspond exactly to reality. This can lead to deviations between the calculation results obtained in this way and the actual properties of the objects under examination. The work results created by CADFEM must therefore always be validated by the Customer by appropriate methods with regard to the requirements for the object under examination.

The calculation services are also not a substitute for a proper and comprehensive check of the manufactured products for their suitability for the intended use before such use is made.

The Customer bears the risk for the technical and economic usability of the calculation services provided by CADFEM. CADFEM therefore assumes no responsibility for the feasibility of production of the objects under examination or for the achievement of other objectives of the Customer.

If CADFEM also supplies scripts, macros or other software components to the Customer in the course of performing calculation services, the provisions of Section C. 4. b) of these CADFEM Terms & Conditions apply. With regard to the rights of use (see Section C. 4. d) ee)), the provisions applicable to software developments apply accordingly to the aforementioned services.

##### **b) Software development**

Software developments can consist in new development, further development or adaptation of software.

Unless expressly agreed otherwise, CADFEM is not required to provide any executable software with the range of functions requested by the Customer, but only to attempt to do so. However, CADFEM shall only accept development orders if it is reasonable to assume, in the light of CADFEM's knowledge and experience, that the Customer's wishes can be realized. If CADFEM realizes during development of the software that this will not be possible, CADFEM shall inform the Customer of this, see Section C. 4. d) bb) of these CADFEM Terms & Conditions.

The software and - if contractually agreed - the associated documentation and installation description is developed in accordance with the contractually agreed requirements.

The software and, if applicable, the documentation is either supplied on a data carrier or made available for download on an FTP server at CADFEM's discretion.

The scope of services includes the following, insofar as is contractually agreed:

- Installation of the software on the Customer's hardware;
- Instruction of the Customer;
- Transfer of the source code of the developed software;
- Provision of documentation for the source code of the developed software.

If the provision of documentation for the source code of the developed software has been agreed, this may be supplied by CADFEM (as comment lines) in the source code itself.

### **c) Material modelling**

Unless otherwise contractually agreed, the materials and data provided by the Customer for the modeling are not checked by CADFEM. If the Customer's specifications for CADFEM are clearly defective even without a separate check, CADFEM shall inform the Customer of this.

The contractual modeling services are provided to the best of our knowledge and belief and in accordance with the accepted rules of engineering practice using suitable measuring instruments and state-of-the-art computer programs. The modeling of the material properties is usually based on measurement of appropriate parameters of a material and subsequent creation of a model. Even with all the care customary in the industry, the models created never fully correspond to reality. This can lead to deviations between the material properties determined in this way and the actual properties of the materials under examination. The models created are therefore usually validated by CADFEM using suitable methods for the requirements of the object under examination.

CADFEM's modeling services are not a substitute for a proper and comprehensive check of the manufactured materials for their suitability for the intended use before such use is made.

Unless otherwise specifically agreed in individual cases, CADFEM does not assume responsibility for the feasibility of production of objects with the materials examined or for the achievement of other objectives of the Customer.

The Customer bears the risk for the technical and economic usability of the modeling services to be provided by CADFEM.

If CADFEM also supplies scripts, macros or other software components to the Customer in the course of providing modeling services, the provisions of Section C. 4. b) of these CADFEM Terms and Conditions apply. With regard to the rights of use (see Section C. 4. d) ee)), the provisions applicable to software developments apply accordingly to the aforementioned services.

### **(d) General conditions for consulting**

#### **aa) Service provision/Service deadlines/Partial services**

Unless otherwise contractually agreed, CADFEM is free to determine provision of the contractually agreed services in terms of content and timing.

Contractually agreed completion deadlines shall be extended appropriately if the Customer does not provide the necessary cooperation and supplies for the provision of services at the agreed time, does not do so in the required quality or quantity, or does not do so within a reasonable period of time despite a reminder.

Partial services are permissible insofar as they are reasonable for the Customer.

#### **bb) Subsequent changes to services**

If the Customer has requests for changes with regard to the agreed service, these shall be accommodated only by mutual agreement of a change to the existing agreements. The same applies if it becomes apparent after conclusion of the contract that the provision of the service according to the specifications of the Customer cannot take place as agreed.

CADFEM shall agree to a corresponding contract change for a reasonable additional fee if the service change is feasible and reasonable under the circumstances. For this, the following procedure applies: On receipt of a written request for a change, CADFEM shall submit an offer to the Customer in writing for the adjustment to the contract, taking into account the effects of the change on the agreed schedule and on the remuneration. CADFEM shall base this on the expected change in the time required compared to the originally agreed service. The content of this offer shall become part of the contract with CADFEM and change and/or supplement it, in particular with regard to the service content, schedule and remuneration, only on receipt of a written order from the Customer.

#### **cc) Customer's obligation to cooperate**

The Customer is obliged to provide CADFEM with all the cooperation and supplies required by CADFEM for execution of the contract immediately after commissioning. In addition, the Customer shall provide all necessary and appropriate information, documents and materials that CADFEM requests for execution of the contract.

The Customer is obliged to inform CADFEM of any problems and difficulties that become apparent during execution of the contract.

#### **dd) Notification of defects and acceptance**

If CADFEM is required to produce a work result specified by contract (in particular in the case of commissioned calculation and material modeling), the Customer is obliged to examine the work result delivered carefully within two weeks of receipt and to inform CADFEM of any defects.

The Customer is obliged to accept the service two weeks after its receipt or provision. Acceptance cannot be refused on the grounds of minor defects.

If the Customer does not accept the service within the aforementioned period, even though he is obliged to do so, this is tantamount to acceptance.

ee) Rights of use

CADFEM grants the Customer a simple right of use for the agreed work results (calculation results, calculation reports, models, software, etc.) to the extent necessary to achieve the purpose of the contract. Insofar as it is not necessary to achieve the purpose of the contract,

- the Customer is not given an exclusive right of use for the work results and
- the Customer is not entitled to lease, lend or sell the work results to third parties or to grant other rights of use to third parties.

CADFEM is and remains entitled to apply the expertise used or gained in the context of the execution of a contract without restriction, including for third parties, and thus to process identical or similar orders. However, CADFEM is not entitled to transfer or disclose concrete calculation results and reports or models to another Customer for its use. The contractual confidentiality obligation - see Section B. 8. of these CADFEM Terms & Conditions - remains unaffected.

In the case of order calculations and modeling services - but not in the case of software developments - CADFEM also grants the Customer an exclusive, transferable right of use to the concrete work results (calculation results and reports or models), with the proviso that this does not prevent CADFEM and its other Customers from performing calculations or creating models in the same area.

In the case of software developments, the Customer receives a simple, non-transferable right to use the source code only if and insofar as this is expressly stipulated in the contract. In this case, the Customer is entitled to provide the source code for use by its employees and by third parties commissioned by it, but only for the purposes of the Customer. The employees and commissioned third parties must first be obliged by the Customer in writing to keep the source code confidential. The Customer is liable vis-à-vis CADFEM for any violation of the confidentiality obligations or the rights of use by employees or commissioned third parties as for his own violations. The Customer is permitted to edit, redesign or translate the software or produce his own software dependent on it only if the subject of the contract also includes a right of use for the source code. Rights of use to any application software required for the use of developed software are not required of CADFEM solely on the basis of the software development order. The licensing of application software is usually carried out within the framework of a separate contract.

The granting of rights of use is subject to the suspensive condition of full payment of the contractually agreed remuneration to CADFEM. On acceptance or delivery, the Customer is given a provisional right of use. However, if full payment of the contractual remuneration is not made within a period of 30 calendar days of the final due date, the provisional right of use expires and the Customer may not continue to use the work results until full payment is made.

CADFEM and/or its licensors remain as the holders of all copyright, exploitation rights and all other industrial property rights to the services provided by CADFEM without restriction. In particular, CADFEM or the licensors also remain the holders of all industrial property rights to the services provided to the Customer (software developments, calculation results, etc.) and the owner of the rights to and for all inventions that arise in the context of execution of the contract.

ff) Termination

The Customer may terminate contracts for consulting services at any time until completion of the service. In this case, CADFEM is entitled to the agreed remuneration, but CADFEM must allow the amount that it saves in costs as a result of the cancellation of the contract or that it earns or maliciously omits to earn through other application of its services to be offset. The same applies if a certain amount of time (fixed time quota) or a contractually fixed duration for the provision of services has been agreed.

The right to terminate for good cause remains unaffected.

## 5. Delivery of goods, in particular computer hardware and standard software

This Section C. 5 of these CADFEM Terms & Conditions applies, in addition to Sections A. and B., to the deliveries of goods - in particular computer hardware, standard software and accessories - and to the services associated with the delivery of those goods (including sales advice, installation, configuration and support).

This section does not apply to the procurement of software from the company ANSYS, Inc. or its group companies, see Section A. 3. a) aa) of these CADFEM Terms & Conditions, nor to the procurement of the software products described in Section A. 3. a) bb) of these CADFEM Terms & Conditions.

The type and scope of the services to be provided by CADFEM and the consideration owed by the Customer are governed by the contractual agreements, i.e. usually by an order from the Customer based on an offer from CADFEM.

Partial services are permissible insofar as they are reasonable for the Customer.

**a) Hardware and other goods**

The Customer shall provide notification of recognizable material defects in writing immediately, but no later than 15 days after receipt of the goods. The Customer shall provide notification of other material defects in writing immediately after discovery. The Customer shall file a complaint for transport damage within the deadlines applicable to the respective transport contract.

In the event of a complaint not being made in time, claims for material defects are excluded.

**b) Standard software**

aa) At CADFEM's discretion, software is provided to the Customer on a data carrier or preinstalled on an internal hardware drive or made available for download from the internet. The software documentation is handed over to the Customer as a printed product or in the same way as the software, at CADFEM's discretion.

bb) The Customer has the non-exclusive right to use the software in unmodified form on the hardware listed in the contract documents. However, the software with the same software serial number may only be stored on one system unit. The software may only be used for the purpose intended, as described in the software documentation.

cc) In the case of delivery of software from third-party manufacturers, their specific license conditions also apply.

dd) The Customer may make a backup copy of any software and documentation, for which alphanumeric identifiers, copyright notices and trademarks must be copied over unchanged. When making a backup copy, the Customer must keep records of the whereabouts of the copy, which CADFEM may view on request. Any duplication of the software and/or the documentation beyond the preparation of a backup copy is not permitted.

ee) The Customer is not entitled to change, translate or otherwise edit the software. This also applies analogously to the software documentation. Reverse engineering, disassembly and decompilation of the software are prohibited except in cases permitted by law.

ff) All industrial property rights and copyright are reserved for the respective owner.

gg) The above provisions apply correspondingly to the use of updates and corrections or modified versions.

**D. Online services**

The companies of the CADFEM Group make collective use of the web service [www.cadfem.net](http://www.cadfem.net).

The "General Terms of Use for the Web Service [www.cadfem.net](http://www.cadfem.net)", which are available at <https://www.cadfem.net/de/de/nutzungsbedingungen>, apply to use of the freely accessible parts of this web service.

Part of the [www.cadfem.net](http://www.cadfem.net) web service includes web shops operated by the companies of the CADFEM Group, through which Customers can initiate and conclude contracts for fee-based services. The prerequisite for use of these web shops is the registration of the Customer for the CADFEM "myAccount" customer account (referred to as "myAccount" in these CADFEM Terms & Conditions).

The conditions of the following Section D. 1. of these CADFEM Terms & Conditions apply to registration and use of myAccount and initiation and conclusion of contracts using the web shops, in addition to the General Terms of Use for the Web Service [www.cadfem.net](http://www.cadfem.net).

CADFEM also offers free online training courses (e.g. webinars), which require registration. The following Section D. 2. of these CADFEM Terms & Conditions apply to this registration, in addition to the General Terms of Use for the Web Service [www.cadfem.net](http://www.cadfem.net).

## **1. CADFEM “myAccount” customer account**

### **a) Registration**

Registration for the CADFEM “myAccount” customer account is a prerequisite for use of the CADFEM web shops.

To register for myAccount, the Customer selects the “myAccount” link on [www.cadfem.net](http://www.cadfem.net), followed by “Register” on the menu that then opens.

The form that is displayed must be completed by the Customer, a password must be chosen and agreement to the CADFEM Terms & Conditions given. The Customer must then click on the “Create account” link.

CADFEM will then promptly confirm receipt of the Customer’s registration request by electronic means.

CADFEM then checks that the registering Customer is an entrepreneur and that the establishment of a contractual relationship with him poses no concerns with regard to export control regulations.

Provided that the checks are positive, CADFEM sends the Customer a registration link by electronic means.

As soon as the Customer confirms receipt of the registration link and thereby validates his e-mail address, he is registered for myAccount (double opt-in).

The Customer can then log in to myAccount on [www.cadfem.net](http://www.cadfem.net) by selecting the links “My account” and “Log in to the shop”, specifying the email address used for registration and the password selected; the Customer can then use the web shop.

### **b) Ordering process**

Customers registered for and logged in to myAccount have the opportunity to select and order products and services in the web shop.

The presentation of the products and services in the web shop does not constitute a legally binding offer by CADFEM, but is an invitation for the Customer to submit an offer. If the Customer wishes to submit such an offer, he can place the product or service required in the shopping cart without obligation by clicking on the “Add to cart” button or obtain a quote for the product by clicking on the “Request quote” button.

Products and services in the shopping cart can be viewed at any time by clicking on the shopping cart icon in the web shop and can also be removed from the shopping cart there.

If the Customer wishes to make a binding offer for products in the shopping cart, he must first click on the “Go to checkout” button. The delivery address and order summary are then displayed. Clicking on the “Continue” button displays the payment method, the billing and delivery address, the shipping method and the address of the Customer. The order summary is also displayed and the entries can be checked again.

By clicking on the “Buy now” button, the Customer makes a binding offer to purchase the products or services in the shopping cart. However, the offer can only be submitted if

- the Customer confirms that he has read these CADFEM Terms & Conditions and agrees to them by clicking the box above the “Buy now” button and
- the Customer confirms that he is not a national of nor has a permanent residence in a US embargo country or an arms embargo country within the meaning of Art. 4(2) of Regulation (EC) No 428/2009 by clicking the box above the “Buy now” button.

As a result of the inclusion of these CADFEM Terms & Conditions in the contracts initiated and concluded between the Customer and CADFEM in the context of use of the CADFEM “myAccount” customer account, Sections A. to C. of these CADFEM Terms & Conditions apply to those contracts.

The contract text for the order details is stored on CADFEM’s internal system. On submission of the order, CADFEM immediately sends an e-mail to the address provided by the Customer, confirming receipt of the order and including the order details. The CADFEM Terms & Conditions can be accessed and printed out at any time on the web service site [www.cadfem.net](http://www.cadfem.net).

The order confirmation is also sent by e-mail. The contract is concluded on receipt of the order confirmation e-mail. The order confirmation e-mail is sent after the verification process has been completed.

The web shop enables the Customer to recognize and correct input errors before placing an order. It is possible to correct the inputs at any time before completion of the order.

To cancel the order, it is sufficient to close the browser window or to go to another page of the online store.

Despite the greatest possible care, incorrect prices may be indicated for products and services. Prices may also have changed and not yet been updated. Before the order confirmation e-mail is sent, the price is checked again by CADFEM. If a product has been advertised with an incorrect price, the Customer is contacted by CADFEM to clarify whether he still wants to order the product or to cancel the order.



CADFEM automatically grants discounts to certain customer groups (in particular universities). Before the order confirmation e-mail is sent to Customers claiming a discount, the Customer's discount entitlement is checked by CADFEM in the specific individual case. If CADFEM deems that the Customer is not entitled to a discount, the Customer is contacted by CADFEM to clarify whether he still wants to order the product or to cancel the order.

Completed orders can be viewed by the Customer in myAccount.

The languages available for conclusion of the contract are generally German and English. French is also used in the web shops of CADFEM France SAS and CADFEM (Suisse) AG.

#### **c) Obligations of the Customer**

The Customer is obliged to transmit only his own, accurate data in the course of the registration process. In the event that this information changes (including the loss of entrepreneurial status), the Customer is obliged to correct his profile details immediately. If incorrect information is provided by the Customer during registration or if a later correction is omitted, CADFEM is entitled to exclude the Customer from further use of myAccount and thus of the web shop.

myAccount may only be used by registered Customers. Personal access details (such as user ID and password) may not be disclosed to third parties and must be kept protected from access by third parties. If there is reason to suspect that third parties have gained knowledge of the access details, the Customer must immediately report this.

The Customer is obliged to log out properly after visiting the web shop, i.e. by clicking the "Log out" button. The Customer is liable for misuse resulting from unauthorized use of the access details.

CADFEM has the right to exclude the Customer at any time from further use of myAccount in the event of violations of the General Terms of Use for the Web Service, which can be found at <https://www.cadfem.net/de/de/nutzungsbedingungen> and/or these CADFEM Terms & Conditions and/or the misuse of the user account. In this case, CADFEM is entitled to block and/or delete the Customer's myAccount temporarily or permanently.

#### **d) Obligations of CADFEM**

CADFEM shall provide the Customer with myAccount and thus enable him to take advantage of the offers made in the web shop. The service of CADFEM includes management of user data and facilitation of initiation and conclusion of contracts that the Customer wishes to conclude for the offers in the web shop.

#### **e) Costs**

The use of myAccount is free of charge.

myAccount makes it possible to initiate and conclude contracts for fee-based services. The resulting costs are communicated in accordance with the legal requirements before the Customer can be contractually bound in this regard.

The use of the web shop with its full range of functions requires a functioning and continuous internet connection with sufficient bandwidth, and the availability of a web browser. The provision and maintenance of the functionality of the internet connection and the web browser is the responsibility of the Customer.

#### **f) Termination, amendment**

CADFEM and the Customer may terminate the use of myAccount at any time without observing a notice period.

The Customer also has the right to request deletion of his myAccount at any time.

CADFEM reserves the right to amend this Section D. 1. of these CADFEM Terms & Conditions in a manner reasonable for the Customer and only with effect for the future, insofar as this is necessary to adapt to changes in legal or technical framework conditions or to expand or supplement the scope of services.

### **2. Free online training courses**

#### **a) Registration**

The use of certain free training courses provided as part of CADFEM's online service requires prior registration by the Customer.

#### **b) Provider/Contractual partner**

Unless otherwise stated, the contractual partner of the Customer is the company of the CADFEM Group providing the respective service.

**c) Obligations of CADFEM**

CADFEM shall enable the Customer to register in order to be able to use the free content. The service of CADFEM includes the provision of free content and management of Customer data. Processing of the Customer data takes place exclusively for the purpose of facilitating provision of the free service of CADFEM. The duration of provision of the free content is at the discretion of CADFEM.

**d) Obligations of the Customer**

The Customer is obliged to submit only his own, accurate data in the course of registration. CADFEM checks that there are no concerns in providing the content with regard to export control regulations. Customers are therefore obliged to provide truthful information during registration.

**e) Registration procedure and error correction**

The procedure for registration is as follows:

Click on the Register link for the free content.

Complete and submit the registration form.

Successful submission of the registration form is confirmed by CADFEM online via the confirmation page that then opens. At the same time, CADFEM sends an e-mail containing a confirmation link to the e-mail address provided by the registering Customer.

The user clicks on the confirmation link in the e-mail sent by CADFEM and thus confirms his registration request (double opt-in).

An agreement on the free use of the content for which the Customer has registered will only be concluded when CADFEM confirms this with a further e-mail. This e-mail is sent as soon as the registration has been verified.

The web service enables the Customer to recognize and correct input errors before submitting the registration.

To cancel the registration, it is sufficient to close the browser window or open another page of the web service.

The languages available for registration are German and English. French is also used for the web services of CADFEM France SAS and CADFEM (Suisse) AG.

**f) Costs**

Registration and use of the content provided after registration is free of charge. However, use of the content requires technical facilities for which the Customer may incur costs (IT, internet connection, etc.).