

# **General Terms and Conditions**

## **Helga Hinnerichs**

**(Freelancer)**

### **1. Scope of application**

2. These General Terms and Conditions (GTC) apply to all contracts concluded between Helga Hinnerichs, c/o IP-Management 1770, Ludwig-Erhard-Str. 18, 20459 Hamburg (hereinafter referred to as "I", "me", "my") and a business customer.
3. All services offered by me are aimed exclusively at companies or business customers (hereinafter referred to as "customer"). Orders from private customers, consumers or end users are excluded. I and a customer are contractual partners together.
4. My offers are aimed exclusively at customers with a delivery address within the European Union and are only intended for commercial customers.
5. The scope of the services offered are IT services and licenses for self-developed software and software extensions. I do not sell hardware, software or licenses from third parties.
6. Unless otherwise agreed, my services and pre-contractual obligations in business dealings shall be governed exclusively by these General Terms and Conditions of Business. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as I have expressly agreed to their validity in writing. This requirement of consent shall also apply if the customer refers to his general terms and conditions in the context of the order and I have not expressly objected to the general terms and conditions.
7. The original of these GTC is in German; any translations are provided for reference purposes only. The German version of these GTC shall prevail.

### **8. Offers, conclusion of contract, cost estimates**

- 8.1. My offers are subject to change. Verbal and telephone agreements require my confirmation in order to be valid, at least in text form and from a value of € 15,000 in writing.
- 8.2. A legal commitment is established by ...

- a) ... downloading one of my software offers from the Internet (e.g. via Microsoft AppSource). By downloading my software, the customer accepts the respective terms of use (the respective license agreement and these GTC)
- b) ... a contract signed by both parties
- c) ... or through the acceptance of an offer made by me within the time period and in the form defined therein.

8.3. The documents belonging to my offers (technical data, drawings, drafts) as well as weights and dimensions and information on my website are only authoritative if they have been agreed in text form as binding between the contracting parties. Performance data and other characteristics are only binding if this has been expressly in text form between the contracting parties.

8.4. Clients receive simple, non-exclusive rights of use to the works created by me. The publication of work templates, raw data, source code, drawings, documentation, etc. must be agreed separately and is subject to remuneration.

8.5. I reserve the property rights and copyrights to cost estimates, drawings, source code and other documents or rights resulting therefrom. These documents may not be made accessible to third parties without my consent. A customer is not entitled to change or remove the marks and references to my rights, trademarks etc. affixed or implemented in these documents (including all copies).

## **9. Place of jurisdiction and applicable law**

9.1. The place of jurisdiction for all disputes arising from the contractual relationship is Hamburg. However, I am free to appeal to the court responsible for the customer's registered office.

9.2. German law shall apply exclusively.

9.3. If any provision of this GTC shall be illegal or otherwise unenforceable, that provision will be deleted, without invalidating the entire GTC. The remainder of the GTC shall continue in full force and effect.

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