

General Terms and Conditions of WASP-Logistik GmbH

(Terms and Conditions as of January 1, 2026)

1. General

The General Terms and Conditions of WASP-Logistik GmbH, Prien, hereinafter referred to as WASP, apply to all offers, contracts, and deliveries.

Any provisions deviating from those of WASP shall not be recognized unless confirmed in writing by WASP.

2. Offers and deliveries

Offers made by WASP are subject to change without notice unless they expressly state that they are binding.

All agreements, subsidiary agreements, contract amendments, and contract supplements must be made in writing. This written form requirement can only be waived by a written agreement.

3. Cooperation of the customer

The client shall support WASP in the execution of the contract, ensure the necessary system requirements and organizational framework conditions, and provide the necessary communication facilities and the required number of employees.

The client shall provide WASP with all information necessary for the performance of the contract in a timely manner.

4. Delivery and delay

Binding delivery dates require written confirmation from WASP. Binding delivery dates shall be extended by a reasonable period of time if the delay is not attributable to WASP or one of its employees or vicarious agents, e.g., labor disputes, force majeure, etc.

If WASP is in default with a delivery, claims of any kind shall only arise after the fruitless expiry of a written grace period, which must be at least 14 working days.

5. Retention of title

All deliveries and services remain the property of WASP until full payment has been made.

If the customer fails to perform a due service under a mutual contract or does not perform it in accordance with the contract, WASP may, if the customer has been set a reasonable deadline for performance of the contract without success, block the deliveries and services for further use.

6. Copyright

The client undertakes not to pass on to third parties or reproduce the software programs, data carriers, and files provided within the scope of this contract. The client is not entitled to edit, modify, or reproduce the software provided.

Reproductions of the software provided are only permitted for the purpose of making a backup copy.

7. Liability and data backup

WASP shall only be liable in cases of intent or gross negligence, initial inability, under the Product Liability Act, and in the absence of expressly warranted characteristics, if the warranty was specifically intended to protect the client against the damage incurred, in accordance with the statutory provisions. If WASP culpably violates essential contractual obligations, liability shall be limited to reasonably foreseeable damage typical for this type of contract. This shall not apply to damage resulting from injury to life, limb, or health.

The client is obliged to carry out regular, at least daily, data backups in accordance with standard practice and to make these available to WASP if necessary. The client shall ensure that it is able to restore the data backup to the computer system independently in order to restore the computer system to working order within a short period of time. Data backups must always be performed before installing modified programs and before carrying out maintenance work. WASP is not liable for the installation or operational reliability of data backups, as this function is not covered by the scope of the contract. Furthermore, WASP's liability is excluded, in particular for business interruption, loss of profit, loss of information or data.

8. Warranty and compensation

The warranty claims of the client, provided that he is an entrepreneur, are limited to rectification.

For all claims arising for the client through the use of programs or other devices or services supplied by WASP, WASP's contractual and tortious liability for financial losses is excluded, except in cases of intent or gross negligence, to the extent permitted by law.

There is no such thing as error-free software. Due to the large number of data and operating constellations that occur in practice, as well as operating errors, it is not possible to guarantee that the software services delivered or to be used are completely free of defects, nor can data loss be ruled out. Defects must be reported in writing immediately (within 10 working days at the latest) and described in such detail that it is possible to reconstruct the error.

Services for troubleshooting or rectifying errors due to circumstances for which WASP is not responsible will be charged separately on a time and material basis.

9. Place of jurisdiction for registered traders

The place of jurisdiction for all disputes arising from this contract is Traunstein.

10. Place of jurisdiction for companies

The place of jurisdiction for all disputes arising from this contract is Traunstein.

11. Choice of law

The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods, insofar as this is legally permissible.

12. Dispute resolution

1. The parties undertake to first attempt to settle any disputes arising from or in connection with this contract through mediation.

Either party may request that mediation proceedings be conducted.

2. If the mediation proceedings are terminated and the disputes cannot be settled, either party shall be entitled to conduct arbitration proceedings to the exclusion of ordinary legal recourse.

3. It is not permissible to file a lawsuit before the procedural steps provided for in paragraphs 1 and 2 have been completed.

13. General provisions

The client may only transfer its rights and obligations arising from the contract concluded under these terms and conditions with the written consent of WASP. The same applies to the assignment of its rights arising from the contract.

The client hereby agrees that data disclosed within the scope of the contractual and business relationship may be stored and processed by WASP in accordance with the Data Protection Act, insofar as this is necessary for the performance of the contract, in particular for order processing and customer service, whereby the interests of the client shall be taken into account.

14. Severability clause

Should any provision or regulation of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

As far as possible, the parties undertake to agree on a provision to replace the invalid or ineffective provision which comes closest to the economic purpose originally intended by the contracting parties.