

General Terms and Conditions of PSI Technics GmbH

Status: June 2026

1. General Terms and Conditions

1.1 Scope of Application

- 1.1.1 These General Terms and Conditions (hereinafter the "Terms") apply to all business relationships between PSI Technics GmbH (hereinafter "PSI Technics") and its customers.
- 1.1.2 The Terms apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law.
- 1.1.3 These Terms apply in particular to the supply of hardware, software, systems, and spare parts, as well as to project, development, integration, maintenance, and repair services. They further apply to all services in the field of artificial intelligence (AI), digitalization, and automation, in particular to the development, training, provision, and operation of AI systems and AI models, data-based analysis and optimization services, Software-as-a-Service and cloud services, as well as consulting, design, and implementation services in connection with digitalization and automation projects.
- 1.1.4 Conflicting or deviating terms and conditions of the customer shall become part of the contract only if PSI Technics expressly agrees to their validity in text form.

1.2 Order of Precedence of Contract Documents

- 1.2.1 In the event of conflicts, the following order of precedence shall apply: a) individual agreements in text form; b) project or service description; c) special terms of service (project / software / service / AI & automation); d) these Terms; e) statutory provisions.
- 1.2.2 The customer's general terms and conditions of purchase shall not apply.

1.3 Conclusion of Contract

- 1.3.1 Offers made by PSI Technics are non-binding, unless expressly designated as binding.
- 1.3.2 A contract is concluded upon written order confirmation or upon performance of the service.
- 1.3.3 The customer shall be bound to its order for a period of two weeks.

1.4 Text Form and Collateral Agreements

- 1.4.1 Legally relevant declarations require text form (e-mail is sufficient), unless a stricter form is prescribed by law.
- 1.4.2 No collateral agreements exist.

1.5 Governing Law and CISG

- 1.5.1 German law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

1.6 Place of Jurisdiction

- 1.6.1 The place of jurisdiction shall be, to the extent legally permissible, the registered seat of PSI Technics GmbH.

1.7 Severability Clause

- 1.7.1 Should any provision be or become invalid, the validity of the remaining provisions shall remain unaffected. The parties undertake to agree on an economically equivalent substitute provision.

2. Terms of Sale and Delivery ("ALB")

2.1 Offer and Scope of Services

- 2.1.1 Only the services described in the order confirmation shall be authoritative.
- 2.1.2 PSI Technics reserves the right to make technical changes that serve technical progress and are reasonable for the customer to accept. This applies in particular to the further development of software, AI, and automation components, provided the agreed functionality is not materially impaired thereby.

2.2 Delivery and Shipment

- 2.2.1 Delivery shall be ex works. For digital services, software, and AI models, provision shall be made by electronic transmission or by activation of access.
- 2.2.2 PSI Technics shall determine the method of shipment, packaging, and means of transport, unless otherwise agreed.
- 2.2.3 Partial deliveries are permissible to the extent reasonable for the customer.

2.3 Delivery Periods and Default

- 2.3.1 Delivery periods shall commence only after full clarification of all technical and commercial requirements and after the customer has provided the cooperation owed by it, in particular the data and access required for AI and automation services.
- 2.3.2 Force majeure, strikes, pandemics, supply chain disruptions, failures of third-party telecommunications, cloud, or hosting infrastructure, or governmental measures shall reasonably extend delivery periods.
- 2.3.3 Claims for damages due to delay in delivery are excluded, unless caused by intent or gross negligence.

2.4 Passing of Risk

- 2.4.1 Risk shall pass to the customer upon handover to the carrier. For digital services, risk shall pass upon provision for retrieval or upon transmission.
- 2.4.2 In the event of default in acceptance, risk shall pass upon readiness for shipment.

2.5 Force Majeure

- 2.5.1 Events of force majeure shall release PSI Technics from its obligation to perform for their duration. Force majeure shall mean all unforeseeable events beyond PSI Technics' control, in particular natural disasters, war, pandemics, epidemics, governmental measures, energy and raw material shortages, strikes and lockouts, cyberattacks, and the failure of third-party telecommunications, cloud, or hosting infrastructure.
- 2.5.2 PSI Technics shall inform the customer of the occurrence and expected duration of such an event. If the event continues for longer than three months, either party shall be entitled to withdraw from the contract with respect to the affected part of the service. Services already rendered shall be remunerated at the contractually agreed rates.

3. Prices and Payment Terms

3.1 Prices

- 3.1.1 Prices are ex works, plus statutory value-added tax.
- 3.1.2 Assembly, installation, and special services shall be invoiced separately.
- 3.1.3 Usage, license, and operating fees for software, cloud, and AI services shall, where agreed, be invoiced on a recurring basis (e.g., monthly or annually). Consumption- or usage-based fees (e.g., based on computing power, data volume, or number of processing operations) shall be based on actual consumption.

3.2 Price Adjustment

- 3.2.1 PSI Technics shall be entitled to reasonably adjust prices in the event of subsequent cost increases. For continuing obligations (in particular SaaS, cloud, and AI operating services), PSI Technics shall be entitled to adjust the fees by giving six weeks' notice in text form, in particular in the event of changes in infrastructure, license, energy, personnel, or third-party provider costs. Should such costs decrease, PSI Technics shall reduce the fees applying the same criteria. In the event of an increase, the customer shall have a special right of termination effective as of the date the adjustment takes effect.

3.3 Payment

- 3.3.1 Invoices are due for payment within 14 days of the invoice date without deduction, unless otherwise agreed.
- 3.3.2 Upon expiry of this period, the customer shall be in default without the need for a reminder.
- 3.3.3 Default interest: 9 percentage points above the base rate; the assertion of further default damages remains reserved.

3.4 Set-Off and Right of Retention

- 3.4.1 The customer may set off only against claims that are undisputed or have been finally and non-appealably established by a court.
- 3.4.2 The customer may exercise a right of retention only to the extent it is based on the same contractual relationship and on claims that are undisputed or have been finally and non-appealably established by a court.

3.5 Prohibition of Assignment

- 3.5.1 The assignment of the customer's rights or claims arising from the contractual relationship to third parties shall require the prior consent of PSI Technics in text form. Section 354a of the German Commercial Code (HGB) shall remain unaffected.

4. Retention of Title

4.1 Simple and Extended Retention of Title

- 4.1.1 The goods shall remain the property of PSI Technics until full payment of all claims.

4.2 Extended Retention of Title

- 4.2.1 Processing shall be carried out for PSI Technics as manufacturer.
- 4.2.2 Claims arising from resale shall be assigned to PSI Technics in advance.

4.3 Insolvency Protection

- 4.3.1 In the event of insolvency or suspension of payments, PSI Technics shall be entitled to reclaim the goods.

4.4 Rights of Use in the Event of Default in Payment

- 4.4.1 For software, license, cloud, and AI services, all rights of use shall be subject to full payment. In the event of a significant default in payment, PSI Technics shall, after prior warning and having set a grace period, be entitled to temporarily suspend access to the affected services.

5. Project and System Delivery Terms

5.1 Project Definition

- 5.1.1 Services shall be deemed agreed only within the functional and performance scope described in the contract.

5.2 Customer's Duties to Cooperate

- 5.2.1 The customer shall provide, in good time, all necessary information, data, approvals, and access.
- 5.2.2 In AI and data projects, the customer shall provide the necessary training, test, and input data in suitable quality and quantity, and warrants that it is entitled to provide and use such data for the agreed purposes and that any third-party rights and data protection requirements are complied with.

5.3 Change Request Procedure

- 5.3.1 Changes require the prior written approval of PSI Technics.
- 5.3.2 Additional effort shall be remunerated separately.

5.4 Acceptance (Mandatory)

- 5.4.1 Works and project services shall be subject to formal acceptance.
- 5.4.2 Acceptance shall be deemed to have occurred if the customer does not give notice of material defects within 10 working days.
- 5.4.3 For AI and automation solutions, acceptance shall be based on the contractually agreed, objectively measurable acceptance criteria (e.g., defined accuracy, recognition, or availability values). Where such criteria have been agreed, the service shall be deemed to conform to the contract if those values are achieved in the acceptance test.

5.5 Interfaces

- 5.5.1 Responsibility for external interfaces shall lie with the customer, unless otherwise agreed.

6. Software and License Terms

6.1 Right of Use

- 6.1.1 The customer shall receive a simple, non-transferable right of use.
- 6.1.2 Use is permitted only in connection with the hardware delivered or within the agreed field of application.

6.2 Proprietary Rights

- 6.2.1 All copyrights, source code, designs, models, algorithms, and know-how shall remain with PSI Technics.

6.3 Reverse Engineering

- 6.3.1 Reverse engineering, decompilation, or system analysis is prohibited to the extent permitted by law. This applies in particular to the extraction, reconstruction, or replication of AI models, model parameters, or training data (e.g., by means of model extraction or comparable methods).

6.4 Third-Party Software

- 6.4.1 Third-party software, including third-party AI models used and open-source components, shall be subject to their respective license terms.

6.5 Updates

- 6.5.1 PSI Technics shall be obliged to provide updates only where contractually agreed. For AI models, this shall, where agreed, also include model updates and retraining.

7. Service, Maintenance, and Repair Terms

7.1 Scope of Services

- 7.1.1 Services shall be rendered on a time-and-materials basis.
- 7.1.2 No warranty of success is given. Unless expressly agreed otherwise, for AI, analysis, and automation services PSI Technics owes diligent efforts, but not a specific economic outcome or a specific predictive or recognition accuracy.

7.2 Invoicing

- 7.2.1 Invoicing shall be based on time, materials, and travel costs.

7.3 Diagnostic Costs

- 7.3.1 Fault diagnosis shall always be chargeable, unless a warranty case applies.

7.4 Spare Parts

- 7.4.1 Spare parts shall be invoiced separately.

7.5 Operation and Service Levels for AI and Cloud Services

- 7.5.1 Availability, response, and recovery times shall apply only to the extent expressly set out in a service level agreement (SLA). Absent a separate agreement, no specific level of availability is owed.
- 7.5.2 Periods of scheduled maintenance, as well as outages attributable to third-party infrastructure, force majeure, or circumstances within the customer's responsibility, shall be disregarded when calculating any availability.

8. Warranty

8.1 Warranty Period

- 8.1.1 The warranty period shall be 12 months from delivery, or, for services requiring acceptance, from acceptance.
- 8.1.2 The shortening of the limitation period under 8.1.1 shall not apply to claims arising from intent or gross negligence, to damages resulting from injury to life, body, or health, to claims under the German Product Liability Act, or in cases of an assumed guarantee or fraudulently concealed defects. In these cases, the statutory limitation periods shall apply.

8.2 Duty to Notify Defects

- 8.2.1 Obvious defects must be notified within 7 days.

8.3 Subsequent Performance

- 8.3.1 PSI Technics shall have the right to choose between remedying the defect and delivering a replacement.

8.4 Exclusions

- 8.4.1 No warranty is given for: wear and tear; operator error; interference by third parties; improper use; defective, incomplete, or unlawfully provided input or training data of the customer; modification of models, parameters, or configurations by the customer or third parties; or use outside the agreed field of application or data scope.

8.5 Limitation of Warranty

- 8.5.1 Immaterial defects shall not give rise to any rights.
- 8.5.2 For AI and probabilistic systems, it shall not constitute a defect that individual results, predictions, or classifications are incorrect, so long as the contractually agreed overall performance metrics (e.g., statistical accuracy) are achieved. Where no specific metrics have been agreed, the generally recognized state of the art shall be decisive.

9. Liability

9.1 Unlimited Liability

- 9.1.1 PSI Technics shall be liable without limitation in cases of intent and gross negligence, injury to life, body, or health, fraudulent concealment of a defect, to the extent of any guarantee assumed, and under the German Product Liability Act.

9.2 Liability for Simple Negligence

- 9.2.1 In the event of a simple negligent breach of a material contractual obligation (cardinal obligation), liability shall be limited to the typically foreseeable damage. Material contractual obligations are those whose fulfillment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely.
- 9.2.2 In all other respects, liability for simple negligence is excluded.

9.3 Liability Cap

- 9.3.1 Liability under Section 9.2.1 shall, per damage event, be limited to the amount of the respective order value or, for continuing obligations, to the fees paid for the affected service during the preceding twelve months. Liability under Section 9.1 shall remain unaffected.

9.4 Loss of Data

- 9.4.1 PSI Technics shall be liable for the loss of data only to the extent such loss would have occurred even if the customer had carried out proper and regular data backups. The customer shall remain responsible for its own appropriate and regular data backup.

9.5 Automated Decisions

- 9.5.1 To the extent the customer uses the results of AI or automation systems for its own decisions, the selection of the intended purposes as well as the final evaluation of, and responsibility for, such decisions shall lie with the customer. PSI Technics shall not be liable for consequences resulting from the customer's omission of, or inadequate, human review.

9.6 Limitation Period for Damage Claims

- 9.6.1 Claims for damages under Section 9.2 shall be time-barred 12 months after the statutory commencement of the limitation period; this shall not apply to claims under Section 9.1.

10. Proprietary Rights, IP, and Know-How

10.1 Ownership

- 10.1.1 All IP rights shall remain with PSI Technics.
- 10.1.2 The customer shall not acquire any rights in AI models, trained weights, algorithms, and development results beyond the agreed right of use. Data provided by the customer shall remain the customer's property.

10.2 Restriction on Use

- 10.2.1 Use is permitted only for the contractual purpose.

10.3 Confidentiality

- 10.3.1 Technical information shall be treated as confidential.

10.4 Non-Solicitation

- 10.4.1 Soliciting employees is prohibited.
- 10.4.2 Contractual penalty: one gross annual salary of the employee concerned.

10.5 Use of Data for Service Improvement

- 10.5.1 PSI Technics shall be entitled to use anonymized or aggregated data obtained in the course of rendering its services for the improvement, further development, and training of its own systems and models, provided that no conclusions can be drawn as to the customer or to personal data, and unless otherwise agreed.

11. Data Protection and AI Regulation

11.1 Data Protection

- 11.1.1 The parties shall comply with the applicable data protection laws, in particular the GDPR. Where personal data is processed on the customer's behalf, the parties shall enter into a data processing agreement pursuant to Art. 28 GDPR; its provisions shall take precedence over these Terms to that extent.

11.2 Responsibility

- 11.2.1 The customer shall be responsible for the lawfulness of the data provided by it and of the processing and use purposes pursued by it, in particular for the existence of the required legal bases and consents.

11.3 AI Regulation

- 11.3.1 Responsibility for the regulatory classification and the permissible use of an AI system, including the obligations of a deployer within the meaning of the applicable AI regulation (in particular the EU AI Act), shall lie with the customer, to the extent the specific purpose of use is determined by the customer. PSI Technics shall provide support, to the agreed extent, in supplying the technical information required.

11.4 Indemnification

- 11.4.1 The customer shall, upon first demand, indemnify and hold PSI Technics harmless against all third-party claims arising from data, content, or specifications provided by the customer infringing third-party rights (in particular copyright, data protection, or other proprietary rights), or from the purpose of use determined by the customer being unlawful. The indemnification shall include the reasonable costs of legal defense.

12. Export Control and Compliance

12.1 Export Law

- 12.1.1 The customer undertakes to comply with all EU and US export control regulations, including with respect to the export or provision of software and AI technology.

12.2 End Use

- 12.2.1 The customer shall ensure the final destination and end use of the goods.

12.3 Sanctions

- 12.3.1 Deliveries may be refused where sanctions preclude them.

13. Final Provisions

- 13.1 Amendments and supplements require text form.
- 13.2 Should any provision be invalid, an economically equivalent provision shall take effect.
- 13.3 The place of performance shall be the registered seat of PSI Technics GmbH.