Terms and conditions

of Panther Solutions GmbH (hereinafter: "Panther Solutions"),

Friedberger Landstrasse 79, 60318 Frankfurt am Main, Germany.

§ 1 General information/object of the contract

1.1 The object of this contract is the availability of the Panther Pricing Cloud Services for the duration of the contract as well as the granting of rights required for the contractual use in accordance with the conditions of this contract.

1.2 Panther Solutions evaluates the information provided and generates price proposals on this basis in order to optimally achieve the target parameters set by the customer for the sale of his/her goods.

§ 2 Execution of the contract

2.1 After the conclusion of the contract, Panther Solutions will make an interface connection to the merchandise management system of the customer. Depending on the merchandise management system used, a suitable, standardized Internet protocol is used for data transfer. For this purpose, a Panther API software is usually installed on the server of the client.

2.2 The data required by the system is read in and used by the Panther Pricing System via the then available interface. A detailed protocol of the interface will be made available to the client after setup.

2.3 The client receives his/her own Panther Pricing System account with which he/she has access to the Panther Pricing Cloud Service. The access authorizes him/her to use the Panther Pricing Cloud Service.

2.4 The use of the service is unlimited with regard to the number of evaluations carried out and the number of articles evaluated.

2.5 Panther Solutions carries out system side routine checks of the results in order to be able to guarantee permanent system availability.

§ 3 Granting of rights

3.1 For the duration of this contract, the client receives the non-exclusive and non-transferable right to access the Panther Pricing Software by means of a browser and an Internet connection. Furthermore, the client is entitled to use the Panther Pricing Software for his or her own business purposes exclusively in the exercise of his or her commercial or independent professional activity.

3.2 The client is prohibited from sublicensing, licensing, selling, leasing, leasing, outsourcing or otherwise making the Panther Pricing Software available to third parties.

3.3 The client may not remove any references and information regarding copyright, trademark rights, patent rights and other intellectual property rights from the Panther Pricing Software or the Panther Pricing Service. Panther Solutions is the owner of all rights, titles and claims to all copyrights, trademark rights, patent rights and other intellectual property rights or other rights to the Panther Pricing Software and the Panther Pricing Service as well as all further developments.

§ 4 Responsibilities and Duties of the Client

4.1 The client grants Panther Solutions the non-exclusive right to use the client's data for the purpose of providing the Panther Pricing Cloud Service to the extent necessary.

4.2 The client may only transfer the client's own company data to the Panther Pricing System. The client is responsible for entering and maintaining the data provided by him/her. It is the responsibility of the client to check the prices before or after export from the Panther Pricing Cloud Service. The responsibility for the further use of the price proposals made by the Panther Pricing System lies solely with the client.

4.3 The client hereby declares and assures Panther Solutions that the client's data is free of viruses, trojans and comparable elements which could damage the systems or software used by Panther Solutions to provide the service.

4.4 The data generated with Panther Pricing may only be used by the client for internal purposes. Publication, sale or transfer of the generated data to third parties is not permitted without the written consent of Panther Solutions.

4.5 Should the client violate the rights of third parties through the use of his/her data, the client indemnifies Panther Solutions from any claims.

4.6 The registration data for the system account assigned in the course of the order must be kept secret by the user and not made accessible to unauthorized third parties. If the client becomes aware that an unauthorized third party has obtained knowledge of the login data, the client must inform Panther Solutions immediately and change the login password immediately.

4.5 Should the customer violate the rights of third parties through the use of his data, the customer shall indemnify Panther Solutions against any claims.

4.6 The registration data for the system account assigned in the course of the order must be kept secret by the user and not made accessible to unauthorized third parties. If the customer becomes aware that an unauthorized third party has obtained knowledge of the login data, the customer must inform Panther Solutions immediately and change the login data password immediately.

§ 5 Terms of payment

5.1 The annual subscription fee, payable in twelve equal monthly installments, is calculated individually for each customer on the basis of the number of branches existing at the time of conclusion of the contract, the gross turnover according to the last annual financial statement, as well as the average stock level in units. The annual subscription fee can be adjusted at the customer's request after two years if the above-named price factors change significantly.

5.2 The first invoice is issued immediately after a positive test of the system connection. In subsequent years, invoices will be issued in the first month following the end of the previous year's period. The invoice is valid without signature. All prices are exclusive of VAT.

5.3 The monthly payment is made by direct debit according to the SEPA Direct Debit Scheme. If the monthly payment option is selected, the client provides Panther Solutions with a SEPA direct debit mandate.

5.4 Alternatively, it is possible to pay the annual amount once upon invoicing with a discount of 5%.

5.5 If the payment is not made within 14 days of receipt of the invoice or if a monthly debit cannot be made via the SEPA direct debit procedure due to insufficient coverage, the client is in default and Panther Solutions is entitled to withhold its services. Other claims remain unaffected.

§ 6 Data protection

6.1 Panther Solutions uses the data provided by the client exclusively to the extent permitted by law. The data is hosted exclusively in Germany, which is intended to guarantee the availability, confidentiality, integrity and authenticity of the data and systems. It is nevertheless pointed out that there is no absolute protection against attacks by hackers according to the current state of technology.

6.2 The privacy policy of Panther Solutions is available at https://www.pantherpricing.de/datenschutzerklaerung .

§ 7 Maintenance

7.1 For the quality of the functionality of the Panther Pricing Software and the Panther Pricing Cloud Service, the product description in the documentation is conclusively authoritative. Panther Solutions does not owe any additional quality. In particular, the client may not derive such an obligation from other representations of the

Panther Pricing Software or the Panther Pricing Cloud Service in public statements or in advertising by Panther Solutions, unless Panther Solutions has explicitly confirmed the exceeding quality in writing. Guarantees require the explicit and written confirmation of the Panther Solutions management.

7.2 Panther Solutions guarantees that the contractually agreed quality of the software will be maintained during the contractual period and that no rights of third parties will conflict with the contractual use of the software. Panther Solutions will remedy any material defects and defects of title in the rental object within a reasonable period of time.

7.3 The customer is obliged to notify Panther Solutions in writing of any defects in the software immediately after their discovery. In the case of material defects, this is done by describing the time of occurrence and the detailed circumstances.

§ 8 Service times / Service levels

8.1 The following Panther Pricing Support is included in every service package: Inquiries by e-mail are usually answered within 2 working days (after receipt). Hotline support is available to the client from Monday to Friday from 10 a.m. to 5 p.m. (UTC +1).

8.2 The client has the possibility to make use of a premium support package – the scope and design will be individually agreed between the client and Panther Solutions.

8.3 Furthermore, Panther Solutions points out that a 100% availability of the online application cannot be technically guaranteed at all times. An availability of 99% is targeted. Any maintenance and security work will be announced in advance.

§ 9 Responsibility / Liability of Panther Solutions

9.1 Claims for damages against Panther Solutions, for whatever legal reason, are excluded.

9.2 This does not apply if an essential contractual obligation (cardinal obligation) has been breached or if Panther Solutions or one of its legal representatives or vicarious agents is guilty of intent or gross negligence. In this case, the liability of Panther Solutions is limited to the amount of the contract-typical, foreseeable damage.

9.3 The exclusion of liability also does not apply in the event of culpable injury to life, limb or health as well as in the case of assumption of a guarantee or assurance of properties, insofar as the object of the guarantee or assurance triggers the liability.

9.4 The limitation of liability also does not apply to claims arising from the Product Liability Act.

9.5 There is no further liability on the part of Panther Solutions. In particular, Panther Solutions shall not be liable for initial defects unless the prerequisites of paragraphs 1-4 apply.

§ 10 Contract period/termination

10.1 The contract is concluded for the duration of one year. The term of the contract in the first year begins after a positive test of the system integration to the merchandise management of the client. The contract is automatically extended by a further year at the end of the term.

10.2 Within the framework of the Panther Pricing satisfaction guarantee, the contract can be terminated by the client at any time within the first 6 months. In this case, the contract will be reversed. In this case, the amount of the annual fee exceeding the agreed lump sum for expenses will be refunded to the client.

10.3 Thereafter, the contract can be terminated by either party with a notice period of three months to the end of the contract period. The extraordinary termination without notice according to § 314 BGB remains unaffected by this. Any termination must be made in writing to the contractual partner.

§ 11 Final provisions

11.1 The customer may transfer rights and obligations arising from or in connection with this contract to third parties only with the written consent of Panther Solutions.

11.2 Offsetting is only permitted against undisputed or legally established claims of Panther Solutions.

11.3 Amendments and supplements to the contract must be made in writing. This also applies to the amendment or cancellation of this clause.

11.4 General terms and conditions of the client do not apply.

11.5 This contract is exclusively governed by German law under the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods dated 11.4.1980 (UN Sales Convention).

11.6 The place of fulfillment is Frankfurt am Main. The exclusive place of jurisdiction is Frankfurt am Main, provided that each party is a merchant or legal entity under public law.

11.7 Should individual conditions of this contract be invalid, this does not affect the validity of the remaining conditions. The contracting parties will endeavor to find a valid provision in place of the invalid provision which most closely approximates the legal and economic purpose of the contract.

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