

§ 1 Scope and Basis of Contract

These General Terms and Conditions (GTC) apply to all contracts, deliveries and other services between MMD – Modern Micro Devices, Franziusstraße 40, 28209 Bremen (hereinafter “MMD”) and its customers.

The GTC apply to both the sale of serially manufactured products and to project-related development, design and manufacturing services in the fields of electronics, software, prototyping, testing and documentation.

Deviating or supplementary terms and conditions of the customer shall only apply if MMD has expressly agreed to them in writing.

§ 2 Services and Modifications

The type and scope of the services to be provided shall result from the respective offer, order confirmation or project agreement.

Partial deliveries and partial services are permissible where reasonable for the customer.

Changes to the scope of services require written agreement.

§ 3 Ownership and Usage Rights

MMD grants the customer, upon full payment, a non-exclusive, perpetual, transferable right of use to the individual deliverables produced as part of the respective project (e.g. schematics, layouts, source code, technical documentation). This right includes in particular the use, further development, integration into the customer's own products, certification, and transfer within the scope of the project.

This right also applies to use by customer employees, freelancers and third-party service providers engaged in the project.

General technical concepts, methods, libraries, frameworks, templates and tools developed or used by MMD independently of the specific customer project shall remain the intellectual property of MMD. The customer is granted usage rights only to the extent necessary for the agreed use of the deliverables. Any use beyond this requires MMD's express written consent.

MMD is entitled to reuse generic elements of the deliverables and standardised solutions or methods in other customer projects, provided no confidential customer information or trade secrets are affected.

The use of open-source components is limited to those under OSI-approved licences (e.g. MIT, BSD, Apache). The customer shall receive rights of use in accordance with the applicable licence terms.

§ 4 Liability and Insurance

MMD shall be liable for damages only in cases of intent or gross negligence. In cases of slight negligence, MMD shall only be liable for breaches of essential contractual obligations (cardinal duties), and then only for typical and foreseeable damages.

Liability for indirect or consequential damages, including loss of profit or data, is excluded.

Total liability is limited to EUR 250,000 per individual claim and EUR 500,000 per contractual year.

The above limitations of liability shall not apply in the event of injury to life, limb or health or where liability is mandatory under the Product Liability Act.

MMD maintains business liability insurance and shall provide evidence upon request.

§ 5 Delivery, Transfer of Risk, Retention of Title

Delivery dates are only binding if confirmed in writing.

Risk shall pass to the customer upon handover to the shipping agent.

Delivered goods remain the property of MMD until full payment is received.

§ 6 Client Protection Clause for Brokered Projects

For projects initiated via third-party brokers, the customer agrees not to directly commission or employ any MMD experts involved in the project during the term and for 6 months thereafter.

In case of breach, a contractual penalty of 10% of the project value, but no more than EUR 5,000 per incident, shall apply. Further claims for damages remain unaffected.

§ 7 Confidentiality and Data Protection

Both parties undertake to maintain confidentiality regarding all non-public information. The customer agrees not to disclose or reproduce MMD's trade secrets, materials or know-how.

MMD processes personal data exclusively in accordance with the GDPR.

§ 8 Acceptance, Defects and Warranty

Development services shall be deemed accepted no later than 14 calendar days after delivery unless the customer reports material defects in writing.

Defects must be reported in writing without delay and no later than 7 calendar days after delivery.

MMD is entitled to rectify defects twice. If rectification fails, the customer may reduce the payment or withdraw from the contract.

The warranty period for work performance is 12 months.

§ 9 Payment Terms

Invoices are payable within 30 days net, unless otherwise agreed.

MMD may issue invoices for partial services.

Payment default arises 14 days after the due date. Default interest shall amount to 9 percentage points above the base rate.

§ 10 Final Provisions

Place of jurisdiction is Bremen.

German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.

In case of discrepancies between the German and English versions of these Terms and Conditions, the German version shall prevail.

Should individual provisions be invalid, the remaining provisions shall remain unaffected. In such case, a valid provision closest in meaning and purpose shall replace the invalid one.

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