Smart. Barrier. Control.

GENERAL TERMS AND CONDITIONS (GTC) OF BARRIERSYSTEMS GMBH

This English version is provided for convenience only. In the event of any discrepancy, the German version shall prevail.

1. SCOPE

These General Terms and Conditions (GTC) apply to all contracts, deliveries and other services between BarrierSystems GmbH ("Contractor") and its customers ("Client") in the version valid at the time.
Deviating or supplementary terms and conditions of the Client only become part of the contract if the Contractor expressly agrees to their validity in writing.
These GTC apply to contracts for work, contracts for services and purchase contracts within the meaning of Sections 611 et seq. and 631 et seq. of the German Civil Code (BGB), as well as to mixed contracts in the context of system deliveries and the provision of software and hardware.

2. CONCLUSION OF CONTRACT AND SCOPE OF SERVICES

Offers by the Contractor are non-binding and are understood as a self-contained service. Only the services expressly listed in the respective offer description are included.
Unit prices within an offer only apply if the entire scope of the offer is ordered. In the case of partial orders, the Contractor reserves the right to set new prices.
Work is carried out after a written order and after technical, commercial and scheduling clarification, taking into account any delivery times.
Work is carried out during regular working hours (Monday to Friday, 09:00–17:00). Work outside these hours, waiting times or unforeseen additional work for which the Contractor is not responsible will be invoiced separately according to the actual effort and the hourly rates valid at the time.

3. PRICES AND REMUNERATION

Unless flat-rate prices have been agreed, invoicing is based on time and material at the following rates (net):

- Technician: EUR 120/h
- Project management: EUR 150/h
- Developer / IT / system administration: EUR 150/h

- Overnight allowance: EUR 150/night
- Travel costs: EUR 0.50/km

Hardware is usually shipped insured by DHL. Shipping costs are not included in the price; special freight or express surcharges are invoiced separately.
All prices are net plus the statutory value added tax.

4. SERVICE, MAINTENANCE AND TROUBLESHOOTING

Troubleshooting and repair work during service hours (Mon–Fri, 09:00–17:00, excluding public holidays in Baden-Württemberg) is carried out via remote access and is covered by the annual software fee, provided the fault is attributable to BarrierSystems components (SmartKit, BaseLink, Monolith, ControlHub, ControlApp).
The response time is two working days after a written fault report.
Work outside service hours or on-site assignments must be agreed and remunerated separately.
Faults caused by improper use, third-party components, power failures or communication line faults are not covered by the annual software fee. Analysis and rectification of such faults take place after consultation and are charged at the technician hourly rate.

5. SOFTWARE FEES (CONTROLHUB)

The annual software fees for the BarrierSystems ControlHub are charged from the handover or connection of an installation (SmartKit or BaseLink).
The fee is payable annually in advance; if an installation is connected during the year, a pro-rata charge is made for the rest of the year.

6. CONTRACT TERMS

The initial contract term is stated in the respective offer and in the order confirmation. The contract is deemed concluded upon the order, and the term and billing period begin with the provision or activation of the first contract component (e.g. software licences, hardware, maintenance, system support, software updates or other services).
If a contract is concluded that comprises several contract components (e.g. software licences, hardware, maintenance, system support, software updates or other services), the respective contract term for each of these components begins with its first provision or commissioning. From this point on, the agreed full contract term runs for the respective component.
After the initial contract term has expired, the contract is automatically extended by one further year at a time unless it is terminated in writing by one of the contracting parties with a notice period of six (6) months to the end of the term.
The agreed prices apply for the initial contract term. In the event of automatic extension, the Contractor's customary prices at that time apply. The Contractor shall notify the Client of any price changes in text form no later than three (3) months before the start of the extension period. If the contract is not terminated in due time, it is deemed extended on the notified terms.

To be effective, a termination requires written form or text form (e.g. by e-mail). The right to extraordinary termination for good cause remains unaffected.

7. OBLIGATIONS OF THE CLIENT

The Client shall provide in good time all preliminary work required for the proper performance of the services.
If agreed preliminary work is not carried out on time and this leads to additional effort for the Contractor, this additional effort (kilometres, time, overnight stays, material) will be charged according to the actual effort.

8. TERMS OF PAYMENT

Invoices are payable without deduction within 14 days of the invoice date.
For installation orders of new BarrierSystems systems:
- 50 % upon order confirmation (7 days net)
- 40 % upon readiness for delivery (7 days net)
- 10 % after delivery/installation (14 days net)

For development projects:
50 % of the project budget upon order, a further 50 % according to progress, up to a maximum of the agreed cost framework.
The Contractor guarantees the offer prices for repeat orders within 6 months of the offer date.
In the event of late payment, the statutory default interest pursuant to Section 288 BGB applies.

9. RETENTION OF TITLE

The delivered goods remain the property of the Contractor until all claims have been paid in full (extended retention of title).
Resale, pledging or transfer by way of security before full payment requires the written consent of the Contractor.

10. WARRANTY AND LIABILITY

A warranty period of 2 years from delivery pursuant to Sections 434 et seq. BGB applies to delivered hardware and services performed.
Liability for damage attributable to improper handling, external components, force majeure or interventions by third parties is excluded.
For innovation projects, the Contractor cannot guarantee a specific project success. If the budget is used up before the project succeeds, the Client decides whether the project is continued or discontinued.

11. USE AS A REFERENCE AND TRANSFER TO THIRD PARTIES

During the contract term, the Contractor may transfer services or operating functions to suitable third parties, provided the Client consents.

The Contractor and its subcontractors are entitled to name ongoing or completed projects as references on their websites or in advertising material, including the use of images and logos of the Client.

12. DELIVERY, INSTALLATION AND ACCEPTANCE

The Contractor is entitled to invoice the ordered goods at the stated delivery date, irrespective of actual acceptance.
If payment is not made within the agreed period, the Client is automatically in default.
If installation is included in the scope of services, it comprises visual acceptance and handover at the end of installation.
The obligation to protect against damage passes to the Client upon acceptance or delivery.

13. CHANGES AND TECHNICAL ADJUSTMENTS

The Contractor reserves the right to make technical changes, further developments or partial performances, provided these serve technical progress and do not impair the agreed functionality.

14. FINAL PROVISIONS

Should any provision of these GTC be or become invalid or unenforceable, the remaining provisions remain unaffected.
The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision.
Amendments and additions to this agreement require written form.
The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
The place of jurisdiction for all disputes arising from this contract is Mannheim, Germany.

15. CONTACT

BarrierSystems GmbH
U4, 8
68161 Mannheim, Germany
Phone: +49 621 18062395
E-mail: info@barriersystems.de
Website: www.barriersystems.de

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