

#### A. General

1. These general terms and conditions apply to all our services to entrepreneurs within the meaning of § 14 BGB, who conclude the contract with us in the context of their commercial activities.
2. Our offers and product and service descriptions published on the Internet as well as information on prices in the context of online ordering systems are subject to change and non-binding. Declarations of acceptance and all orders require our written confirmation in order to be legally valid. The same applies to supplements, amendments or subsidiary agreements.
3. Deviating and/or supplementary general terms and conditions of the customer shall not apply. We hereby object to these. They shall only apply if and insofar as we have expressly agreed to them or parts thereof.
4. The customer can make an enquiry on our website or by other means, on the basis of which we will then submit an offer to him. In this case, the contractual relationship between Aerowest and a customer is concluded with the corresponding order of the customer with reference to our offer.
5. "Geodata" means all aerial images, orthophotos, geodata, maps or all other spatially delimited two- or three-dimensional analyses in the form of graphics, factual data or texts thereof presented or supplied by Aerowest.
6. "Aerowest Services" means all products and services distributed or presented by Aerowest through computer or other electronic systems or facilities, including but not limited to the internet-based services AeroView®, AeroDach® and AeroSolar®.
7. AeroView®, AeroDach® and AeroSolar® are registered trademarks of Aerowest GmbH.

#### B. Aerowest Services

1. Aerowest allows access of geodata via internet-based or other IT-supported services as well as the use, processing, presentation and distribution of geodata for its own purposes under the rules of dedicated licences.
2. Access to Aerowest services can be restricted to a defined group of users. Registered users are obliged to treat their personal access to Aerowest confidentially and not to make services accessible to third parties.
3. Aerowest may offer registered users extended rights of use or the interface to Aerowest Services for a fee on the basis of a separate express agreement.

#### C. Rights of use and copyrights

1. The use of Aerowest geodata always requires the express consent of Aerowest, which may be given as part of the conclusion of the contract. Without the consent of Aerowest, users are not authorised to make copies of the geodata for the purpose of sale, to distribute these copies or to modify the geodata for the purpose of their distribution or to distribute modified data sets.
2. Unless expressly agreed otherwise, Aerowest grants a non-exclusive but comprehensive licence to use and distribute the geodata specified in the contract (hereinafter referred to simply as "GEODATA LICENCE") in accordance with the following provisions upon full settlement of the invoice by the customer (not before).
3. Usage and presentation of geodata is permitted without restriction under the rules of the GEODATA LICENCE.
4. Geodata can be loaded individually or in combination into databases or geographical information systems under the rules of the GEODATA LICENCE and used or analysed at several workplaces in closed networks for own purposes of the customer.
5. The geodata can be passed on to third parties for processing for own purposes under the rules of the GEODATA LICENCE.
6. Under the rules of the GEODATA LICENCE, the customer acquires an unrestricted distribution right. This entitles the customer to present, pass on or sell the geodata supplied by Aerowest commercially, either individually, in extracts or in their entirety.
7. Under the rules of the GEODATA LICENCE, the customer is granted the right to present, pass on to third parties or commercially exploit his own independent derivative products generated on the basis of Aerowest geodata without restriction and under his own responsibility.
8. In case Aerowest issues to the customer a license for third-party geodata the special stipulations for licenses for third parties shall apply additionally and predominantly over these license terms and conditions.
9. Every customer is obliged to use Aerowest geodata exclusively within the framework of applicable legal provisions and legally permissible applications or products. If the user violates this requirement, Aerowest is entitled to extraordinary cancellation of the GEODATA LICENCE with immediate effect and the user is obliged to cease use immediately.
10. In case the user exceeds the rights of use granted to him by GEODATA LICENCE or exercises them before the invoice has been settled in full, Aerowest is entitled to claim a fixed rate of damages amounting to two times as much as the regular usage fee, unless the user proves that Aerowest has incurred no or only minor damage. The obligation to pay damages does not apply if the user is not responsible for exceeding the rights of use or exercising them before the invoice is settled. Aerowest reserves the right to assert further claims for damages and any further legal rights.

#### D. Delivery

1. Delivery dates for geodata are only binding if this has been agreed upon in written form.
2. Delays in delivery due to force majeure and events which make the delivery not only temporarily considerably more difficult or impossible and for which Aerowest is not responsible, are not at the expense of Aerowest, even in the case of bindingly agreed deadlines and dates. This also applies in particular in the event of refusal of any necessary third-party authorisations for the provision of services.

#### E. Provision of services by third parties

1. Aerowest may also provide services through third parties within the scope of order processing. Insofar as geodata is provided in electronic form, Aerowest works together with qualified partners, e.g. solution providers of cloud based services, hosting partners as well as hardware or software distributors.

2. Aerowest Services are generally standardised. The user is entitled to customise ordered services at his own expense in coordination with the relevant Aerowest partner.

#### F. Prices and terms of payment

1. The prices stated in our offer shall apply plus the respective statutory value added tax if applicable. In the absence of a written agreement to the contrary, our prices valid on the day of delivery shall apply.
2. Invoices are payable directly and without deduction upon receipt by the user. Payments shall be made in accordance with the agreed method of payment or, in the absence thereof, in general by bank transfer.
3. For the duration of the delay in payment, Aerowest will refuse to process further orders and reserves the right to revoke the granted user licence and to block access to Aerowest Services until the user has fulfilled all payment obligations to Aerowest. Aerowest is then also entitled to declare all outstanding claims against the customer due and payable.

#### G. Warranty

1. Aerowest shall not take responsibility for the suitability of the geodata supplied for the intended purpose pursued by the user. Aerowest does not guarantee that the user has the technical requirements to use the geodata supplied.
2. Geodata analysed by Aerowest is based solely on the aerial image material available at the time of the order. Aerowest accepts no liability for any changes to the objects depicted since the aerial photographs were taken. Deviating agreements on additional services, e.g. the execution of an on-site inspection for local verification, may only be additionally agreed upon in written form.
3. When ordering geodata the customer must assure himself/herself of the correctness of the selected area. The polygon submitted by the customer is binding. Aerowest accepts no liability for any disadvantages incurred by the user as a result of erroneous order or incorrect area definitions.
4. In case the delivered data carrier is defective or if the data stored on the data carrier is incomplete or incorrectly installed, it shall be repaired or replaced free of charge at our discretion, if and to the extent that the cause of the defect already existed at the time of the transfer of risk (subsequent fulfilment). In the event of a justified notification of defects, the customer must grant us the opportunity for subsequent fulfilment within a reasonable period of time.

#### H. Liability

1. Any claims for damages by the customer - on whatever legal grounds - are excluded. This shall not apply in the event of fraudulent concealment of a defect, non-compliance with a guarantee of quality, injury to life, limb or health and/or in the event of an intentional or grossly negligent breach of duty by us or in the event of a breach of obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely (so-called essential contractual obligations / cardinal obligations). Claims under the Product Liability Act are also not affected by this limitation of liability.
2. A claim for damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health.
3. Aerowest shall only be liable for the loss of data and its recovery caused by a defect in the delivered data or the data carrier at the user if the loss could not have been avoided by reasonable data backup measures taken by the customer.
4. Aerowest assumes no liability for claims of third parties of any kind and regardless of the reason for their origin, which should arise from the use or disclosure of the geodata by the user, unless the damage is due to intentional or grossly negligent behaviour on the part of Aerowest or - this only applies in the case of injury to life, limb or health - to negligent breaches of duty by Aerowest.
5. The limitations of liability under the terms of the above paragraphs also apply mutatis mutandis to the personal liability of Aerowest's employees, staff, representatives and vicarious agents.

#### I. Data protection

1. All user data collected by Aerowest will be treated confidentially and will only be used for Aerowest's own purposes for the duration of the contractual relationship. The legal basis for data processing is Art. 6 GDPR (EU General Data Protection Regulation).
2. Aerowest does not collect any personal data if not legally allowed by GDPR. No personal data will be transferred to third parties unless there is a legal obligation to do so, this is permitted by law or it is necessary for the fulfilment of contractual relationships.
3. Within Aerowest Services information is automatically requested and temporarily stored to ensure system stability. This includes the IP address of the requesting computer, the date and time of access, the name and URL of the retrieved file, the website from which the access was made, the browser used and the operating system.
4. The user has the right to free information about his stored data and, if necessary, a right to correction, blocking or deletion of this data. If you have any questions about the collection, processing or use of personal data, or if you wish to request information, correction, blocking or deletion of data, please contact the address below.

#### K. Other

1. The terms and conditions and all legal relationships between Aerowest and the customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Exclusive place of jurisdiction and place of fulfilment is Dortmund.
2. Should any provision of these terms and conditions be invalid or void, this shall not affect the validity of the remaining provisions.

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