

# ANSYS Germany GmbH General Terms and Conditions for Services of Numeric Simulations and Consulting

## § 1 Definition / Area of Application

1. These ANSYS Germany GmbH General Terms and Conditions - in the version as effective upon the respective order - exclusively apply to business relationship between ANSYS Germany GmbH (ANSYS Germany) and the Customer. Other contradicting or deviating Terms and Conditions will not be accepted by ANSYS Germany. This applies even if ANSYS Germany in knowledge of opposing or deviating conditions accepts an order.

2. In the scope of the contractual relationship, only written agreements are valid. Subsequent changes and additions to the contract require written form to be effective. This also applies to a waiver of this writing requirement.

## § 2 Service Description

1. With the acceptance of an order, a contract regarding the rendering of the offered services (Project) is concluded. Such Project contains an objective numeric simulation (fluidic- or structural-mechanical calculation) and consulting set to meet the customer's demands according to the technical specifications. Details of the Project such as task settings, duration, costs etc. are laid down in writing in a separate document. ANSYS Germany will discuss the prepared numeric simulation, analyses and resulting conclusions with the Customer. The drafting of an additional detailed report by ANSYS Germany is to be concluded separately. Such report will reflect the material content of the Project's procedure and results.

2. The Project is implemented to the best of ANSYS Germany's knowledge, with the best available technology and using accepted rules of science and practical experience. It is in the nature of numeric simulations that restrictions and limitations of numeric and physical modeling may lead to deviations between the results of a simulation and the respective experimental results. The Services are analytical and advisory in nature and are not a substitute for rigorous and comprehensive prototype testing by Customer of products or components intended for sale or use by the Customer. The Customer has the sole and final responsibility for determining the accuracy, correctness, and suitability of the Services for any purpose.

3. ANSYS Germany is entitled to consult third parties during the project. The selection of third parties is made by ANSYS Germany under observation of a balanced ratio between economic efficiency and best possible outcome for the Customer. ANSYS Germany always remains bound to the Customer. ANSYS Germany decides under its sole discretion which employees are deployed or substituted.

## § 3 Confidentiality

1. "Confidential Information" means information furnished or disclosed, in whatever form or medium, by or on behalf of the Disclosing Party to the Receiving Party. "Confidential Information" shall be treated as confidential if it is marked, identified as such or the receiving party should reasonably recognize is confidential given the nature of the information or the manner of disclosure. Both Parties agree not to forward such information and documents to third parties nor allow otherwise access for third parties. In this regard, each Party must apply necessary measures in its sphere which safeguard the observation of the aforesaid obligations. Such obligations remain effective as long as the respective information or documents become publicly known demonstrably without the participation of the Party obligated to preserve secrecy.

2. ANSYS Germany is obligated to conclude secrecy agreements with the same content as set out in paragraph 1 above with employees or third parties deployed in connection with this Project.

## § 4 Remuneration

1. All payment details such as partial payments, discounts, etc. are governed by the content of the order.

2. All prices are net prices and are to be paid plus respective VAT no later than 30 days after invoicing.

## § 5 Warranty and Limitation

1. Insofar as ANSYS Germany's services are regarded as a work performance (Vierkleistung), the Customer is entitled to the statutory warranty claims (Mängelansprüche) of the BGB's (German Civil Code) work contract law but subject to the liability limitations as set forth in § 6 below.

2. Warranty claims of the Customer are time barred after 12 months starting with the acceptance (Abnahme) of the services insofar as no mandatory statutory limitation with longer periods are applicable.

## § 6 Liability

1. ANSYS Germany is liable according to the statutory rules insofar as the Customer claims damages based upon intent or gross negligence, including intent or gross negligence of ANSYS Germany representatives or assignees. As far as ANSYS Germany is not charged with intentional breach of

contract, its liability for damages is limited to the foreseeable typically occurring damages.

2.  
ANSYS Germany is liable according to the statutory rules insofar as ANSYS Germany violates culpably an essential contract obligation; in such a case, the liability for damages is limited to the foreseeable typically occurring damages.

3.  
ANSYS Germany's liability for injuring life, body or health remains unaffected; this also applies to the mandatory liability according to the product liability statute (Produkthaftungsgesetz).

4.  
If not stated otherwise above, there is no liability by ANSYS Germany independent from any legal grounds. In particular, this applies to claims for damages based on default at contract conclusion, based on other duty violations or to tortious claims for compensation of damages of property according to § 823 BGB.

## **§ 7 Right to Use / Intellectual Property**

1.  
ANSYS Germany grants to the Customer an exclusive right to use the Project's work results gained from the calculations and/or which relate to the Customer's technical data for an unlimited term and geographical scope. If necessary, ANSYS Germany provides the Customer with all documentation necessary for the contractual enforcement of such right of use.

2.  
The right to use work results does not include any current or future rights of the Customer for software or respective know-how in property of or developed by ANSYS, Inc. or ANSYS Germany, even though software or know-how was or will be developed in the scope of the Project, in particular no intellectual property rights for software as well as no trademarks and patents.

3.  
ANSYS Germany is entitled to make use of findings gained in the course of the Project also for third parties and similar projects, as long as ANSYS Germany is in compliance with the confidentiality obligations under § 3 above.

4.  
If, in addition to the work results according to paragraph 1, the Customer also wants to use software programs developed by ANSYS Germany in the scope of the Project, the conclusion of a separate non-exclusive software license agreement is necessary.

## **§ 8 Termination**

An ordinary early termination of the order before its completion is excluded. Each Party's right to terminate the order for cause at any time without the observance of a notice period remains unaffected.

## **§ 9 Miscellaneous**

1.  
All claims under this agreement are exclusively subject to German law under exclusion of the UN-Convention (CISG).

2.  
Venue for all claims arising out of or in connection with this agreement is Munich if the order was made by a business, a legal entity of public law or a special fund under public law.

3.  
Should provisions of these General Terms and Conditions be or become ineffective entirely or partially, the other provisions remain unaffected. The Parties are obligated to substitute ineffective provisions immediately with effective provisions.