



As part of its after-sales business, Elma Schmidbauer GmbH, Gottlieb-Daimler-Str. 17, D-78224 Singen ("ELMA") offers its customers, among other things, digital services related to ELMA products and devices ("Services") via the online portal "ELMA Hub" ("Portal").

This English version of these Terms of Use is provided for information purposes only. The German language version (available at [Link](#)) is the sole legally binding version governing the contractual relationship and the interpretation of legal terms.

These Terms of Use govern the use of the Portal and the Services available via the Portal. The purchase and use of ELMA products and devices is possible independently of the Portal and the Services and is subject to separate terms and conditions.

Table of Content

1.	Scope of Application; Subject Matter.....	1
2.	Scope of Services and Changes to Services.....	2
3.	Remuneration	3
4.	Licence Rights	3
5.	Customer Obligations and Responsibilities	4
6.	Data Licence	5
7.	Liability.....	6
8.	Term.....	7
9.	Switching Rights under the EU Data Act.....	8
10.	Confidentiality.....	9
11.	Data Protection.....	9
12.	Final Provisions	9

1. Scope of Application; Subject Matter

- 1.1 These Terms of Use apply to access to and use of the Portal and all Services provided via the Portal (collectively "Contractual Services").
- 1.2 These Terms of Use apply exclusively to business customers (entrepreneurs within the meaning of § 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) and public-sector contracting entities within the meaning of § 310 para. 1 BGB; hereinafter each referred to as "Customer"). Consumers are excluded from using the Portal.
- 1.3 The contract for use of the Portal under these Terms of Use is concluded upon registration of the Customer in the Portal and subsequent activation of the Customer account by ELMA. Natural persons using the Portal as employees or representatives of the Customer are "Users". The Customer ensures that Users comply with these Terms of Use.
- 1.4 Via the Portal, the Customer may use various Services offered either as free-of-charge ("Free Services") or paid-for ("Paid Services") services. Free Services are available to the Customer upon registration and activation of the Customer account without a separate booking. Paid Services require a separate booking in accordance with section 1.5. The booking process for Paid Services is carried out via the ELMA web shop. The functions, prices, terms and any special conditions of the respective Services are set out in the Service Description (insofar forming a complementing part of these Terms of Use as applicable and available at [Service-Description](#)).

- 1.5 A separate contract for each Paid Service booked by the Customer is concluded upon completion of the respective booking process in the ELMA web shop and confirmation by ELMA, subject to these Terms of Use and the relevant parts of the Service Description applicable to that Service (also referred to as a "Subscription"). The General Terms and Conditions of the ELMA web shop (available at [\[Terms-of-Service-Webshop\]](#)) apply additionally to the booking process conducted via the web shop, in particular with regard to payment terms and conditions. Section 1.3 applies accordingly to the booking of Paid Services.
- 1.6 ELMA objects to any general terms and conditions of the Customer that deviate from these Terms of Use; they do not form part of the contract, even if ELMA does not expressly object to their application in an individual case.
- 1.7 All user accounts of employees or representatives of the Customer are attributed to the respective Customer. Rights arising from this contractual relationship vest exclusively in the Customer; Users may not derive any independent rights therefrom.

2. Scope of Services and Changes to Services

- 2.1 ELMA provides the Customer with free-of-charge access to use of the Portal and, to the extent booked, access to the respective Paid Services.
- 2.2 ELMA provides the Portal and the Services only in accordance with the specifications set out in the Service Description. ELMA does not owe any services, characteristics, properties or fitness of the Services for a particular purpose beyond those expressly stated therein.
- 2.3 ELMA is entitled to engage subcontractors for the provision of services (in particular external hosting or cloud providers).
- 2.4 The selection of the means used to provide the services (hardware, system software, network components, etc.) and of any subcontractors lies within the discretion of ELMA and its subcontractors.
- 2.5 ELMA depends on the availability of upstream services provided by third parties, in particular providers of cloud infrastructure and data centres, for the provision of services. If ELMA is not provided with such upstream services, or not provided in a timely manner, for reasons not attributable to ELMA, ELMA is entitled to suspend the affected Services for the duration and to the extent of their unavailability. ELMA notifies the Customer of any such suspension and its expected duration.
- 2.6 ELMA is entitled to develop the Portal and the Services technically and to change its functionality, provided that the functionality of the booked Paid Services owed under the contract is not materially impaired thereby; section 2.5 remains unaffected.
- 2.7 The Customer has no entitlement to the provision, maintenance or continuation of Free Services. ELMA is entitled to restrict, modify or discontinue Free Services at any time and without giving reasons. ELMA is further entitled to offer previously Free Services in the future only as Paid Services for a separately agreed fee. Such a change takes effect exclusively with prospective effect and does not result in the conclusion of a paid service contract without the Customer's express consent. ELMA notifies the Customer of a change from Free Services to Paid Services in text form (Textform) within a reasonable period prior to the change taking effect.
- 2.8 ELMA is entitled to adapt the Service Description for Paid Services (e.g. to reflect changed legal or technical conditions or as part of further developments or adaptations to technological progress). ELMA notifies the Customer of such changes to services in text form within a reasonable period prior to the planned entry into force of the respective change, or by notification within the Portal or the Paid Service. If a change to services materially restricts or eliminates core functions of a Paid Service (e.g. in the event of complete discontinuation of a Paid Service) and thereby affects the Customer's legitimate interests so persistently that it cannot reasonably be expected to continue the contractual relationship, the Customer may terminate the affected Paid Service in writing with one month's notice

following notification by ELMA. If the Customer does not terminate in time, the change to services takes effect.

3. Remuneration

- 3.1 The remuneration for Paid Services is determined by the Services booked by the Customer in accordance with the Service Description. The payment terms and conditions applicable in connection with the booking via the web shop are additionally governed by the ELMA web shop terms and conditions in accordance with section 1.5.
- 3.2 All prices are exclusive of applicable statutory value added tax.
- 3.3 If the Customer is in default of payment of fees due, ELMA is entitled, in the event of a non-negligible payment default, to temporarily suspend the Customer's access to the affected Paid Services until all outstanding amounts including any accrued interest have been paid in full. The Customer's obligation to pay the agreed remuneration remains unaffected by any suspension.
- 3.4 Unless otherwise agreed, ELMA may adjust the remuneration for a Paid Service for the first time after expiry of the respective minimum term and thereafter once per contract year at its reasonable discretion (§ 315 BGB), if and to the extent that cost changes arising after conclusion of the contract affect pricing. ELMA notifies the Customer in text form of price adjustments within a reasonable period prior to the planned entry into force of the respective price change. If the remuneration increases by more than 10%, the Customer may terminate the affected Paid Service in writing with one month's notice following notification by ELMA. If the Customer does not terminate in time, the price adjustment takes effect.

4. Licence Rights

- 4.1 All copyrights and other intellectual property rights in the Portal and the Services (including the underlying software, documentation and other subject matter of the services, as well as documents made available in connection with this contract) remain with ELMA and its licensors, unless expressly agreed otherwise.
- 4.2 ELMA grants the Customer a non-exclusive right to use the Portal and the booked Services, limited to the term of the respective contractual relationship, unrestricted as to territory, and non-transferable and non-sublicensable, for the intended and contractually agreed purposes. The permitted scope of use (including in particular the number of users, clients, instances, machines, locations, devices or other units of use) is determined by these Terms of Use and the Service Description, and in particular by the usage metrics and restrictions set out in the Service Description for the respective Service.
- 4.3 Use of the Portal and the respective booked Services is permitted exclusively for the Customer's own internal business purposes and – where expressly provided for in the Service Description – for the internal purposes of its affiliated companies, within the scope of use permitted under these Terms of Use and taking into account the Service Description.
- 4.4 The Customer is expressly prohibited from making the Portal, the Services or the analyses or data generated thereby available to third parties, whether for payment or free of charge, or from using or exploiting them as part of the Customer's own commercial offerings to third parties (e.g. as the basis for the Customer's own measurement or analysis services provided to third parties), unless expressly permitted under the contract.
- 4.5 Access credentials may only be transferred to other authorised persons if the original authorised person is no longer entitled to use the Portal; access credentials may not be used by multiple persons simultaneously.

- 4.6 If and to the extent that the Customer uses the Portal or the Services beyond the usage metrics set out in the Service Description or agreed as part of the booking process (overage), the Customer is obliged to pay for such overage use in addition to the agreed remuneration at the then-current prices set out in the applicable Service Description and in accordance with the payment method agreed in the contract; a separate order is not required. The Customer is obliged to report any overage without undue delay. Overage may also be established by means of a regular or event-driven review of the scope of use.
- 4.7 To the extent that the Customer introduces, generates, uploads or otherwise makes available to ELMA data when using the Portal or the Services ("Customer Data"), the Customer, upon provision thereof, grants ELMA a non-exclusive, territorially unrestricted right to use such Customer Data, limited to the term of the respective contractual relationship, non-transferable and non-sublicensable, for the purposes of performing the contract, providing, maintaining and improving the Services, and ensuring the proper operation of the Portal. The specific data licence for Customer Data in the form of Device Data pursuant to section 6 remains unaffected.

5. Customer Obligations and Responsibilities

- 5.1 ELMA gives no warranty that the Contractual Services are fit for any particular purpose or application area and purposes intended by the Customer (e.g. for validation and production processes governed by medical device or pharmaceutical law). In particular, the Customer independently assesses the fitness of the Services for the Customer's intended purpose and application area on the basis of the applicable Service Description and bears the corresponding risk of use.
- 5.2 Analytical results generated by the Services are to be assessed by a suitably qualified person as to their validity in the specific application context.
- 5.3 The Customer creates the necessary conditions for the use of ELMA's services. In particular, the Customer is responsible for providing and maintaining the technical prerequisites within its area of responsibility (e.g. hardware, suitable web browsers, mobile devices, internet access).
- 5.4 The Customer verifies the correct designation and allocation of its products in the Portal using the serial number.
- 5.5 The Customer may only grant access to its own employees and is responsible for all Users to whom it grants access to the Portal.
- 5.6 The Customer is obliged to protect its access credentials carefully and to safeguard them against unauthorised access by third parties. ELMA is to be notified without undue delay in the event of suspected unauthorised disclosure or access. In such case, ELMA is entitled to temporarily suspend access for the Customer or the affected Users.
- 5.7 The Customer ensures that data stocks held in electronic form are backed up at appropriate intervals, at least once daily, so that they can be restored with reasonable effort. Only to the extent that the Customer complies with this obligation, ELMA's liability for data loss attributable to ELMA is limited to the effort required to restore the data from properly made backup copies; otherwise, liability is subject to the limitations in section 7.
- 5.8 The Customer is responsible for the accuracy, completeness and lawfulness of uploaded or processed data.
- 5.9 In particular, the following actions are prohibited:
- a. introducing malicious code (viruses, Trojans, malware or similar);
 - b. use of software, scripts or databases not approved by ELMA in connection with the Portal;
 - c. automated reading, blocking, overwriting or copying of data, except where necessary for the intended use;

- d. activities aimed at decrypting, decompiling, disassembling or otherwise reverse-engineering the source code of the Portal and the Services, unless permitted by mandatory statutory provisions, in particular §§ 69d para. 3 and 69e of the German Copyright Act (Urheberrechtsgesetz – UrhG), to the extent applicable as a matter of copyright law.
- 5.10 Errors and malfunctions are to be reported to ELMA without undue delay in text form. The Customer cooperates in troubleshooting to a reasonable extent and provides the information required for this purpose without undue delay.
- 5.11 In the event of the Customer's breach of these Terms of Use, ELMA is entitled to suspend the Customer's account temporarily or permanently following a prior warning and the setting of a reasonable cure period. A prior warning is not required in the event of serious breaches, in particular breaches of applicable law or the use of false or incomplete registration data. Further rights of ELMA, in particular claims for damages, remain unaffected.
- 5.12 The Customer indemnifies ELMA against all third-party claims in connection with:
- a. Device Data (section 6) or the provision thereof;
 - b. all other content that the Customer makes available to ELMA via the Portal or the Services;
 - c. use of the Portal or the Services by Users in a manner that infringes or impairs the rights of third parties;
 - d. breaches of applicable statutory provisions by the Customer or Users in connection with use of the Portal or the Services;

unless the Customer proves that it is not responsible therefor.

6. Data Licence

6.1 Definitions

- a. "Device Data" for the purposes of these Terms of Use means all data generated through the Customer's use of a connected ELMA device (also "Device") (such as Elmasense Cavicheck) that can be accessed by ELMA electronically or via a physical connection (e.g. in the context of maintenance services) or that are made accessible to ELMA by the Customer (e.g. via the ELMA Hub or a Service). This includes in particular raw data and data processed from raw data using simple technical methods, as well as associated metadata, in particular device and status data, telemetry data, operational and performance data, event and error logs, environmental conditions and maintenance information, to the extent that each can be attributed to a Device. Device-specific details regarding the Device Data generated are set out in the respective data notices for the Device.
- b. "Portal Data" means data that represents the digitalisation of user actions or processes generated as a by-product of user actions during the provision of the Portal and the Services. For the purposes of this section 6, the term Device Data also includes Portal Data.
- c. Device Data for the purposes of this section 6 does not include data and information that are derived or newly generated from Device Data, e.g. by applying algorithms and/or by combining with data from other sources and using additional investment by ELMA or third parties engaged by ELMA ("Derived Information").

6.2 Ownership and Grant of Rights

- a. The Customer grants ELMA, as of the time of generation of the Device Data and for the duration of the respective contractual relationship (in particular these Terms of Use, any service contract and any Services booked via the Portal), all non-exclusive rights of use in the Device Data required for performance of the contract. These rights include in particular the right to store and

process Device Data to the extent necessary for the provision of the Contractual Services, in particular for the provision of Services, the maintenance of Devices and the ensuring of proper operation of the Portal.

- b. In addition, the Customer grants ELMA, as of the time of generation, a non-exclusive, territorially and temporally unrestricted, transferable and sublicensable right to use the Device Data for ELMA's own business purposes and those of its affiliated companies (within the meaning of §§ 15 et seq. of the German Stock Corporation Act (Aktiengesetz – AktG)). This includes in particular the following purposes:
- monitoring, analysis, optimisation and benchmarking purposes, including through the use of proprietary or third-party AI tools and for the purpose of training AI models;
 - supporting research and development of new devices and services as well as further development and improvement of existing devices and services;
 - analysis of the Customer's use of the Devices or Services, including statistical evaluation of device usage and service usage;
 - ensuring the functionality, security and interoperability of the Devices and Services;
 - quality control and quality assurance as well as error analysis and error correction;
 - compliance with statutory obligations.
- c. ELMA is entitled to reproduce, process, aggregate, mix, combine or link the Device Data in whole or in part, to analyse them in other ways, to incorporate them into its own databases and to transmit and distribute them internally in all technically possible forms, itself or through engaged service providers, for the purposes referred to above.
- d. When passing Device Data to external service providers, ELMA ensures by appropriate measures that these service providers use the Device Data only in accordance with ELMA's instructions and exclusively for the purposes set out above. ELMA is furthermore entitled to pass Device Data to hosting, cloud or AI providers engaged by it and to grant such providers the non-exclusive rights of use in the Device Data required for the performance of their tasks.
- e. If the Customer permanently ceases use of a Device or a Service, or if the underlying contractual relationship (in particular in respect of a Paid Service) ends, the further granting of rights of use in future Device Data generated under these Terms of Use ceases at that point; the continued applicability of any other terms and conditions that may apply remains unaffected. Rights already granted to ELMA prior to that point for the temporally unrestricted use of Device Data generated up to that point remain unaffected. The rights of ELMA in Derived Information likewise remain unaffected.

7. Liability

- 7.1 In respect of damage and wasted expenditure in connection with the free-of-charge provision of the Portal and Free Services, ELMA is liable exclusively in cases of intent or gross negligence in accordance with § 599 BGB.
- 7.2 The strict liability of ELMA under rental law for defects in Paid Services existing at the time of conclusion of the contract pursuant to § 536a para. 1, first alternative BGB is excluded.
- 7.3 In all other respects, ELMA is liable for damage or wasted expenditure in connection with Paid Services:
- a. without limitation in cases of intent (Vorsatz) and gross negligence (grobe Fahrlässigkeit);
 - b. in accordance with statutory provisions in cases of assumption of a guarantee (Garantie) or procurement risk (Beschaffungsrisiko);

- c. in all other cases only in the event of breach of a material contractual obligation (Kardinalpflicht). Material contractual obligations are those obligations whose performance is essential to the proper execution of the contract and on whose compliance the Customer may regularly rely. In such cases, ELMA's liability is limited to compensation for damage that is typically foreseeable.

- 7.4 In the cases of liability under section 7.3 lit. (c), ELMA's aggregate liability for all loss events within a calendar year, irrespective of the number of loss events, is limited to an amount equal to the remuneration actually paid by the Customer in that calendar year for the Paid Services affected by the loss event.
- 7.5 To the extent that no case of section 7.3 lit. (a) to (c) or section 7.7 applies, ELMA's liability is excluded, in particular for loss of profit, indirect loss and consequential loss.
- 7.6 To the extent that ELMA is liable for data loss attributable to ELMA, liability within the limits of section 7.3 lit. (c) in conjunction with section 7.4 is limited to the effort required to restore the data from backup copies properly made by the Customer (see section 5.7), unless ELMA is liable without limitation under section 7.3 lit. (a) or (b) or section 7.7.
- 7.7 Liability for damage arising from injury to life, limb or health, and liability under the German Product Liability Act (Produkthaftungsgesetz), remain unaffected by the foregoing provisions.
- 7.8 Claims by the Customer for compensation for loss or wasted expenditure arising from simple negligence under section 7.3 lit. (c) are subject to a limitation period of one year. The statutory limitation periods apply without modification to claims arising from intent or gross negligence, claims for damage arising from injury to life, limb or health, claims under the Product Liability Act, and claims arising from guarantees assumed by ELMA.

8. Term

- 8.1 The contractual relationship governing access to the Portal and use of the Free Services available thereunder is concluded for an indefinite period and subsists independently of any Paid Services booked.
- 8.2 Either party may terminate the contractual relationship governing access to the Portal at any time with one month's notice to the end of a calendar month. Termination of the contractual relationship governing access to the Portal does not affect the term and validity of Paid Services already booked; such Services remain in force until expiry of their respective minimum term or renewal term. Termination of the contractual relationship governing access to the Portal also ends the ability to use Free Services.
- 8.3 Any minimum terms for individual Paid Services are set out in the Service Description. The minimum term of the respective Paid Service commences upon its activation by ELMA and is automatically renewed by the renewal term set out in the applicable Service Description, unless either party terminates the relevant Paid Service with one month's notice prior to expiry of the respective minimum term or renewal term.
- 8.4 Termination and renewal of individual Paid Services may occur independently of one another, unless otherwise provided in the Service Description. Termination of an individual Paid Service does not affect the contractual relationship governing access to the Portal or other Services.
- 8.5 The right of extraordinary termination for cause remains unaffected. Cause for ELMA exists in particular if the Customer is in default of payment of a non-negligible portion of the remuneration for more than four weeks, or in the event of a material breach of these Terms of Use that is not remedied despite a warning. Extraordinary termination may relate to both the Portal access and individual Services.

- 8.6 ELMA is entitled to suspend or delete a user account if the Customer has not used the account for a consecutive period of more than 24 months and no active Paid Services exist for the Customer. ELMA notifies the Customer at least four weeks prior to the suspension or deletion in text form.
- 8.7 Any notice of termination requires at least text form (Textform) to be effective.
- 8.8 The rights and obligations of the parties as set out in these Terms of Use continue to apply to each individual service contract until its termination. If the contractual relationship governing access to the Portal and Free Services ends, the provisions of these Terms of Use and the Service Description applicable to the respective Paid Services remain applicable for the duration of the remaining term of the affected Paid Services, to the extent that, by their nature, they can take effect even without active access to the Portal.

9. Switching Rights under the EU Data Act

- 9.1 The Customer is entitled to switch to another provider of comparable data processing services or to transfer exportable data to its own ICT infrastructure and to request deletion at ELMA.
- 9.2 The period for initiating the switch is two months and commences upon ELMA's receipt of the switching or deletion request.
- 9.3 The contract is deemed terminated as soon as the switch has been successfully completed or, if the Customer does not switch, upon expiry of the notice period, provided that the Customer requests deletion of its data instead. ELMA notifies the Customer in text form of termination of the contract pursuant to this section.
- 9.4 The Customer may notify ELMA of its decision after expiry of the aforementioned period:
- a. to switch to another provider;
 - b. to switch to its own ICT infrastructure;
 - c. to have its data and digital assets deleted.
- 9.5 Upon the Customer's request, ELMA enables the Customer to transfer all exportable data within a transition period of no more than 30 calendar days after expiry of the notice period. If the transition period of 30 calendar days is technically not feasible, ELMA notifies the Customer within 14 working days thereof, provides reasons for the technical infeasibility and specifies an alternative transition period of no more than seven months. ELMA is entitled to extend the transition period once by a reasonable period.
- 9.6 During the aforementioned transition period, ELMA undertakes:
- a. to provide the Customer and authorised third parties with reasonable assistance in completing the switch;
 - b. to act with due care in order to maintain continuity of the Customer's business operations;
 - c. to provide clear notification of known risks to the uninterrupted provision of functions or services (see also the Data Notices);
 - d. to maintain a high level of security during the switch.
- 9.7 ELMA supports the Customer's exit strategy by providing all relevant information, to the extent requested by the Customer.
- 9.8 The categories of data that can be transferred, the categories of data that cannot be transferred, and any switching fees in connection with the switch are set out in the Data Notices.
- 9.9 The Customer is granted a data retrieval period of at least 30 calendar days after expiry of the transition period.

- 9.10 All exportable data of the Customer are deleted in full after expiry of the retrieval period, provided that the switch has been successfully completed.

10. Confidentiality

- 10.1 The parties undertake to treat as confidential, without time limit, all knowledge of confidential information, know-how and trade and business secrets of the other party (hereinafter "Trade Secrets") acquired during the initiation and performance of the contract that are subject to reasonable confidentiality measures in the circumstances and are not generally known to the public, and to use such information only for the purposes of performing the contract. ELMA's Trade Secrets include in particular the Portal, the Services and the IT and data security measures implemented by ELMA.
- 10.2 Upon termination of the contractual relationship, each party returns to the other, upon request, all Trade Secrets including any copies, or demonstrably destroys them, unless a statutory retention obligation precludes this.

11. Data Protection

- 11.1 ELMA operates the Portal and is controller within the meaning of data protection laws (in particular the GDPR) in respect of the processing of personal data relating to the user accounts of the Customer's authorised Users (e.g. registration data, login data, usage logs). Further details are set out in ELMA's separate privacy notice.
- 11.2 The Portal is generally not designed to process personal data entered or uploaded by the Customer or its Users via the Portal (e.g. via free-text fields).
- 11.3 The Customer ensures that its Users do not enter or transmit any personal data within the meaning of the GDPR, and in particular no special categories of personal data within the meaning of the GDPR, via the Portal, unless this is strictly necessary for use of the Portal under this contract (in particular, no entry of names, contact details, identification numbers, location data, health data or other information enabling the identification of natural persons).
- 11.4 To the extent that data provided to ELMA by the Customer relates to natural persons within the meaning of the GDPR, the Customer is the controller within the meaning of Article 4(7) GDPR for compliance with data protection requirements in respect thereof. The Customer ensures that the relevant statutory requirements for transmission to and processing by ELMA are met. To the extent that ELMA processes personal data on behalf of the Customer, the Customer and ELMA conclude a separate data processing agreement within the meaning of Article 28 GDPR.

12. Final Provisions

- 12.1 ELMA is entitled to amend these Terms of Use and the documents referenced herein, provided that such amendments do not unreasonably alter the balance between performance and consideration to the Customer's detriment. ELMA notifies the Customer of such amendments to the contract in text form within a reasonable period prior to the planned entry into force of the respective amendment, or by notification within the Portal. If such an amendment materially restricts the Customer's rights and thereby affects the Customer's legitimate interests so persistently that it cannot reasonably be expected to maintain the contractual relationship, the Customer may terminate the contract in writing with one month's notice following notification by ELMA. If the Customer does not terminate in time, the amendment takes effect.
- 12.2 Unless expressly provided otherwise in these Terms of Use, amendments and supplements to these Terms of Use require at least text form.
- 12.3 These Terms of Use are exclusively governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of private international law.

- 12.4 The courts with jurisdiction over ELMA's registered seat have exclusive jurisdiction for all disputes arising out of or in connection with these Terms of Use, provided that the Customer is a merchant (Kaufmann), a legal entity under public law (juristische Person des öffentlichen Rechts) or a special fund under public law (öffentlich-rechtliches Sondervermögen), or has no general place of jurisdiction in Germany. ELMA is furthermore entitled to bring proceedings against the Customer at any other statutory place of jurisdiction.
- 12.5 Any assignment or transfer of contractual rights or obligations by the Customer requires the prior written consent of ELMA. § 354a of the German Commercial Code (Handelsgesetzbuch – HGB) remains unaffected.
- 12.6 If any provision of these Terms of Use is or becomes invalid or unenforceable, the validity of the remaining provisions remains unaffected. The parties will agree on a valid and enforceable provision that comes as close as possible to the commercial purpose of the invalid or unenforceable provision.