

Provision Hardware

These provisions Hardware (the "Provisions") apply in addition to the "General Provisions" of SKIDATA and take precedence over them in the event of a contradiction.

1. General Term

These provisions govern the use of the hardware provided to the Principal by SKIDATA as part of the Mobility Suite Subscription.

2. Delivery and delivery times

The dates for deliveries, services and any commissioning are set out in the Contract. SKIDATA is entitled to carry out partial deliveries at an earlier date. In order to meet the agreed deadlines, Principal shall appoint a project manager and inform SKIDATA of this and carry out the planned project steps in accordance with the schedule.

3. Ownership of devices

3.1. All devices supplied to Principal under the "Mobility Suite Subscription" shall remain the property of SKIDATA during the term of this Agreement and after its expiry. Principal shall ensure that this is clearly and demonstrably made visible and expressed to third parties, in particular to authorities and courts.

3.2. Principal shall take all necessary measures to protect the SKIDATA Solution from unauthorized interference by third parties and other external influences. Principal shall be liable for any interference with SKIDATA's property rights.

3.3. Principal shall not be entitled to remove, conceal or otherwise mark the markings affixed by SKIDATA to the Equipment indicating its ownership. In particular, Principal shall notify SKIDATA immediately of any imminent foreclosure of the leased items or the property on which they are located and shall inform SKIDATA of the name and address of the responsible creditor and send SKIDATA essential documents. Principal shall bear all costs for the defense by SKIDATA and for securing its property.

4. Modifications to devices

4.1. The Principal is not entitled to make changes to the devices that have not been agreed, including a change in the location of the devices. This applies in particular to changes to the substance of the devices, the addition or removal of parts or the modification of software. If Principal intends to make such changes, SKIDATA's prior written consent must be obtained, specifying the planned changes in detail.

4.2. If parts are attached to the device that cannot be removed subsequently without loss of value or change in substance or with reasonable effort, these shall become the property of SKIDATA upon attachment. However, this shall not apply if the intellectual property of SKIDATA is infringed by these parts or the installation of such parts.

5. Responsibilities of the Principal

5.1. The Principal is obliged to use the devices only as intended and in compliance with appropriate maintenance, to check them regularly and to do everything necessary to maintain the proper and functional condition of the devices.

5.2. The Principal is obliged to regularly check the hardware used to ensure its proper functioning and maintenance. During the warranty/guarantee period, Principal shall inform SKIDATA immediately of any problems occurring with the Hardware.

5.3. Unless otherwise agreed in writing, Principal shall not be entitled to pass on the Equipment to third parties, to make it available to third parties or otherwise enable third parties to operate or modify the Equipment. In particular, Principal is not permitted to sublet the Equipment without the prior written consent of SKIDATA.

5.4. The client must ensure that the devices are adequately protected against interference from third parties and other external influences.

6. Training

SKIDATA offers optional training for the operation, troubleshooting and maintenance of the devices, which can be ordered by the Principal as part of a separate agreement.

7. Warranty

SKIDATA is obliged to hand over the Hardware to Principal in a functional condition with the agreed technical specifications. SKIDATA does not warrant that the Hardware is new or free from visual defects that do not significantly impair its functionality.

8. Third Party Components

If Principal wishes to purchase compatible products or services and accessories from other manufacturers in addition to the deliveries and services of SKIDATA and to use them instead of the products or services originally offered by SKIDATA, Principal alone shall be responsible for testing and selecting such third-party products. In such cases, SKIDATA assumes no liability whatsoever, in particular no liability for material defects and/or the technical suitability of such products.