Terms and Conditions for Business Customers

Draft for approval. Do not use for binding orders or approved customer deliveries. Complete open fields before use; legal and commercial review is required.

1. Supplier and scope

Your contracting party is Inceptum Business Solutions GmbH, Erich-Nörrenberg-Straße 7, 58636 Iserlohn, Germany (Inceptum). Once validly incorporated, these terms govern orders for software, usage rights and services through shop.inceptumgroup.de. The offering is exclusively for persons acting in their trade, business or independent professional capacity, legal persons under public law and special funds under public law.

The purchaser must provide accurate company and verification details and have authority to order. A checkbox does not itself change a customer's legal status. A genuine business transaction does not carry a statutory consumer withdrawal right; this clause does not exclude mandatory rights of a person actually acting as a consumer.

2. Contract documents and priority

Individually negotiated agreements take priority. They are followed by the order or acceptance confirmation stating the agreed scope, the applicable product schedule, the software licence terms and these general terms, as incorporated at ordering. Maintenance, service or partner terms apply only to expressly ordered services. A separately concluded data processing agreement takes priority for processing on behalf of a customer. Any legally overriding arrangements remain unaffected.

German and English contract versions are available; the order identifies the agreed contract language. Another language version is a reading aid unless also agreed. Later website changes do not amend existing contracts. Different purchasing terms apply only if expressly accepted by Inceptum.

3. Orders and formation of contract

Product listings invite orders. Before submission, the customer can check and change the basket, company details, system number, licence model and payment method. Submitting an order with an obligation to pay constitutes a binding offer. The automatic receipt acknowledgement only confirms receipt. A contract is formed by a confirmation expressly accepting the order or by authorised delivery of the ordered service or software. Payment authorisation alone is not acceptance.

Inceptum accepts or rejects an offer within five business days of receipt; business days are Monday to Friday excluding public holidays at Inceptum's registered office. Without timely acceptance the customer is no longer bound. Any amounts collected for unaccepted orders are refunded without undue delay. This period is a proposed commercial term requiring confirmation before sales approval.

The applicable terms and product information must be accessible and capable of being saved before ordering. The acceptance confirmation provides the agreed order and applicable document versions on a durable medium. Including terms in an installation package later does not replace their timely incorporation.

4. Prices, taxes and payment

The order states the net price, applicable taxes, total price and binding order currency, EUR or USD. Subscriptions state the billing interval and cost for the agreed term. Providing a VAT identifier does not automatically qualify a transaction for tax exemption. Reverse charge or other tax treatment is applied only when its requirements have been met and verified. An accepted order is not repriced solely because exchange rates change.

PayPal and card payment are available only when offered in the approved checkout. Payment on invoice requires prior approval and the payment terms stated in the order. Unless otherwise agreed, the agreed amount becomes due upon acceptance of the order. Statutory remedies for late payment apply; no automatic contractual penalty is agreed. Payment service provider terms govern the relevant payment service relationship.

5. Delivery and cooperation

Software is delivered digitally after contract formation and fulfilment of the agreed payment requirements. Approved invoice purchases may be delivered before payment. There is no free download or trial before purchase. Delivery timing, supported environment and included items must be stated before ordering. Downloads do not involve physical shipping.

The customer provides accurate system and contact details, lawfully licensed third-party software and the agreed technical environment. The customer backs up data before installation or changes and tests changes in a suitable environment. Delays and their consequences are addressed specifically; cooperation duties do not generally exclude statutory defect remedies.

6. Term, renewal and termination

Perpetual licences grant the agreed usage right without a time limit; maintenance and additional services require separate agreement. For subscriptions, the order and software licence terms specify the start, end, billing interval and any expressly agreed renewal and notice period. Without an express renewal arrangement a fixed-term subscription ends on the agreed end date. A billing interval alone does not establish a minimum term.

Termination notices may be sent in text form to info@inceptumgroup.de, identifying the customer and contract. Rights to terminate for cause remain unaffected. Price changes and extensions require a valid agreement; unrestricted unilateral price changes during an agreed term are not provided for.

7. Defects and liability

Statutory defect remedies for the relevant type of contract apply. This draft does not shorten statutory limitation periods. The customer describes faults in a reproducible way and permits reasonable investigation and remediation. Statutory duties to inspect and notify apply only where their legal requirements are met. Function descriptions form part of the agreed characteristics when incorporated into the contract; a guarantee requires an express guarantee declaration.

Liability is governed by applicable statutory law. This draft contains no blanket liability cap and no exclusion for data loss or lost profits. Any desired commercial limitation of liability must be separately reviewed legally and transparently agreed before sales begin.

8. Data protection, international orders and governing law

The shop privacy notice explains processing of order and contact data. Supplying a software licence does not automatically create a controller-processor relationship. Where Inceptum processes personal customer data on the customer’s behalf, an appropriate agreement with specific schedules is concluded beforehand.

Contracts are governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods. Mandatory legal provisions remain unaffected. For merchants within the meaning of German commercial law, legal persons under public law and special funds under public law, the courts at Inceptum’s registered office have jurisdiction to the extent such an agreement is permissible; otherwise statutory jurisdiction applies. Selecting a language or currency does not constitute approval to supply every country. Applicable export control and sanctions laws must be observed.