Terms & Conditions – authentic.network GmbH

Version: December 2025

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1. Scope of Application

These Terms & Conditions ("T&Cs") apply to all agreements between authentic.network GmbH, Zwickauer Straße 145, 09116 Chemnitz, Germany, represented by Managing Director Frank Theeg (hereinafter "Provider"), and its business customers ("Customer").

Consumers within the meaning of Section 13 of the German Civil Code (BGB) are expressly excluded.

2. Subject Matter of the Agreement

The Provider develops and supplies secure identification technologies and digital solutions for product authentication and brand protection. The scope of services includes in particular:

- physical anti-counterfeit stickers with crypto-optical security features,
- digital applications (Authentic.network App, Web App, Dashboard for scan tracking and design management),
- additional value-added services.
- Services may be provided either as one-off deliveries or as recurring services (SaaS), depending on the individual agreement.

3. Conclusion of Contract

(1) A contract is formed exclusively upon the Customer's written acceptance of an individual offer issued by the Provider.

(2) Amendments or supplements must be made in writing. This also applies to any waiver of the written form requirement.

4. Term of SaaS Services

(1) Contracts for the use of digital applications (e.g., App, Dashboard) have a minimum term of 12 months from the agreed service start date.

(2) Unless terminated in writing at least six weeks prior to the end of the contract term, the agreement renews automatically for an additional 12 months.

(3) Termination must be submitted in writing.

5. Prices and Payment Terms

(1) All prices are net prices and subject to applicable VAT.

(2) Unless agreed otherwise, 50% of the total order value is due upon order confirmation, with the remaining 50% payable upon delivery or activation.

(3) Payment is due within 14 calendar days of the invoice date; the decisive factor is the receipt of payment.

(4) In case of payment default, the Provider may withhold services until full payment has been received.

6. Delivery and Provision of Services

(1) Physical products are shipped via freight forwarding. Delivery times typically range from 2 to 8 weeks, depending on product availability and destination.

(2) Digital services are provided through user accounts, API interfaces, or web-based access.

(3) The Customer must keep provided access credentials confidential and protect them from unauthorized use.

6a. Adhesion Requirements and Test Conditions for Security Stickers

(1) The Customer must ensure that security stickers are applied only to suitable, clean, dry, and grease-free surfaces.

(2) To achieve full adhesive strength and functional performance, stickers must remain affixed to the intended surface for at least 24 hours without interruption before conducting any durability, functionality, or tamper-resistance tests.

(3) The Provider assumes no liability for defects resulting from insufficient adhesion time or unsuitable surface conditions.

6b. Application Guidelines and Limitation of Liability Under Customer Conditions

(1) The performance of the products must always be tested under the Customer's actual application conditions.

(2) Recommendations issued by the Provider are based on current knowledge and experience but do not constitute a guarantee of suitability for the Customer's specific use case.

(3) As product use takes place outside the Provider's control, the Provider accepts no liability for damages caused by deviating environmental conditions, improper handling, or use in combination with third-party materials.

(4) The Customer bears sole responsibility for ensuring that the product is suitable for its intended application and compliant with all relevant legal, regulatory, and testing requirements.

(5) These guidelines do not constitute any express or implied warranty.

(6) The Provider assumes no responsibility for interactions with packaging materials, chemicals, coatings, plasticizers, or any other external factors not controlled by the Provider.

7. Notification of Defects and Warranty

(1) The Customer shall inspect delivered goods and digital services immediately upon receipt. Any defects must be reported in writing within seven (7) business days.

(2) For defects concerning physical security stickers, the Customer must provide suitable photo and video documentation within the same seven-day period, showing the installation conditions, surface, and defect characteristics. Without such documentation, defect handling cannot be initiated.

(3) If a defect claim is timely and justified, the Provider will, at its discretion, either remedy the defect or deliver a replacement.

(4) Claims for damages are excluded unless caused by intent or gross negligence.

(5) The warranty period is limited to 12 months from delivery or activation, unless mandatory law provides otherwise.

8. Liability

(1) The Provider is fully liable for damages caused intentionally or by gross negligence.

(2) In the event of slight negligence in the breach of essential contractual obligations, liability is limited to typical, foreseeable damages.

(3) The Provider is not liable for indirect damages, loss of profit, or data loss, unless caused by gross negligence.

(4) Liability under the German Product Liability Act remains unaffected.

9. Retention of Title

Delivered goods as well as rights to software and digital access remain the property of the Provider until full payment has been received. Rights to use SaaS services exist only for the duration of an active contractual relationship.

10. Data Protection

(1) Personal data is processed in accordance with the EU General Data Protection Regulation (GDPR).

(2) If the Customer processes personal data via systems provided by the Provider, a Data Processing Agreement (DPA) pursuant to Art. 28 GDPR must be concluded in advance.

(3) Further details can be found in the Provider's Privacy Policy.

11. Reference Use and Logo Usage

(1) The Provider is entitled to reference the Customer by name on its website, in presentations, and on social media.

(2) Customer logos may be used solely within this context and in compliance with applicable trademark guidelines.

(3) The Customer may revoke this permission at any time in writing. The Provider will remove all references within a reasonable timeframe.

12. Confidentiality

Both parties shall treat all non-public information obtained in the course of the cooperation as strictly confidential. This obligation continues beyond the termination of the contract.

13. Final Provisions

(1) German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Place of performance and jurisdiction, to the extent legally permissible, is Chemnitz, Germany.

(3) Should any provision of these T&Cs be invalid, the remaining provisions shall remain in full force. Any invalid clause shall be replaced by a legally permissible provision that most closely reflects the economic intent of the original.