

General Terms and Conditions (GTC) of the fem Research Institute

§ 1 Scope of validity

1. These General Terms and Conditions (GTC) apply to all services provided by the fem Research Institute.
2. Deviating terms and conditions of the client shall not be recognized unless fem Research Institute expressly agrees to their validity in writing.

§ 2 Definitions

For the purposes of these GTC, the following definitions apply unless expressly stated otherwise at

1. „Know-how“

Technical and scientific knowledge, experience, methods, procedures, data and documentation, whether protected or unprotected, which were already available to the fem Research Institute prior to the conclusion of the contract and which did not arise within the scope of this contract.

2. „Background-IP“

Intellectual property and industrial property rights, in particular patents, utility models, trademarks, copyrights, designs and associated know-how, which belong to the fem Forschungsinstitut even before the start of the contractual services.

3. „Foreground-IP“

All new intellectual achievements, inventions, models, software, documentation, databases, prototypes and other property rights that arise within the scope of or for the execution of this contract.

4. „Results“

All studies, expert opinions, evaluations, test reports, software, drawings, prototypes or other work results, in whatever form, produced within the scope of this contract.

5. „Documentation“

All written, electronic or other documents, reports, drawings, specifications, manuals and data produced by the fem Research Institute in connection with the execution of the order.

6. „License purpose“

The purpose of use expressly stated in the respective contract for which the client is granted simple rights of use to Foreground IP.

§ 3 Subject matter of the contract and execution

The content, scope and nature of the services are set out in the respective individual contract. The fem Research Institute shall provide its services in accordance with the rules of scientific knowledge and the state of the art.

§ 4 Provision of results and documentation

1. The fem Research Institute shall deliver to the Client the “Results” defined in § 2 clause 4 and the associated “Documentation” in the form agreed in the individual contract (e.g. printed, electronic, as software source code) and in the agreed quantity.
2. Unless otherwise specified in the individual contract, the delivery shall be made in electronic form (PDF or common data exchange format).
3. The client must inspect the delivered results and documentation within 14 days of delivery and report any defects in writing. After expiry of this period, the results and documentation shall be deemed to have been accepted.
4. The copyrights and rights of use to the documentation shall remain unchanged in accordance with § 8; duplication or processing by the client is only permitted within the scope of the agreed license purpose.

§ 5 Conclusion of contract and offers

Offers made by the fem Research Institute are subject to change. A contract shall only come into effect upon written order confirmation or performance of the service.

§ 6 Obligations of the client to cooperate

The client shall provide all necessary documents, information and access in good time and free of charge to. Delays due to a lack of cooperation shall be borne by the client.

§ 7 Prices and terms of payment

Unless otherwise agreed, prices are in EUR plus statutory VAT. Invoices are payable within 10 days of receipt without discount.

§ 8 Rights of use

1. The fem Research Institute grants the Client a non-exclusive, non-transferable and non-sublicensable license to the Foreground IP defined in Section 2 (3) exclusively for the license purpose specified in Section 2 (6).
2. The Foreground IP may only be passed on to third parties with the written consent of the fem Research Institute.
3. The fem Research Institute retains all rights to the background IP defined in § 2, clauses 1 and 2. Any use of this by the Client is excluded, unless expressly agreed in writing.

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§ 9 Confidentiality

1. „Confidential information“ is all information defined in § 2 clauses 1-5 (know-how, background IP, foreground IP, results, documentation) as well as all data designated as confidential.
2. The client undertakes to treat confidential information as strictly confidential for at least five years after disclosure and to use it only for the purpose of the contract.

§ 10 Export control and data protection

The client undertakes to comply with any applicable provisions of foreign trade and data protection law (GDPR).

§ 11 Liability and warranty

1. The fem Research Institute is only liable for intent and gross negligence.
2. For slightly negligent breaches of duty, liability is limited to the typically foreseeable damage.
3. Warranty claims expire one year after acceptance of the service.

§ 12 Term and termination

The term is specified in the individual contract. The right to terminate the contract without notice for good cause remains unaffected.

§ 13 Statute of limitations

Claims arising from the contractual relationship shall lapse in accordance with the statutory provisions, unless otherwise stipulated in § 11.

§ 14 Place of jurisdiction and applicable law

The place of fulfilment and jurisdiction is Schwäbisch Gmünd. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

§ 15 Written form and severability clause

Amendments and supplements must be made in writing. Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.

As of 1. Juli 2025