

General Terms and Conditions (GTC)

as of 23 August 2022 the AMPOWER GmbH & Co. KG, Hermesweg 10c, 21075 Hamburg

Registry Court: Commercial Register Hamburg

Registration number: HRA 121377

VAT ID: DE311539953

Managing Partner: Dr.-Ing. Maximilian Munsch, Matthias Schmidt-Lehr, Dr.-Ing. Eric Wycisk

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1. Validity of the terms and conditions and main duties

These Terms and Conditions govern the use of the websites operated by AMPOWER GmbH & Co. KG as well as related sub-pages, unless otherwise stipulated by law or otherwise. By accessing or using the website, the visitor agrees to the validity of these Terms and Conditions even in the event that a special contract is not concluded or its legal effectiveness is later eliminated. They also apply if the visitor accesses the site automatically with the help of autonomous software or otherwise.

Contractual partners (hereinafter referred to as "customers") of AMPOWER are to be understood as entrepreneurs within the meaning of these General Terms and Conditions if they are a natural or legal person or a legal partnership that acts in the course of a legal transaction in the exercise of their commercial or independent professional activity.

2. Services provided by AMPOWER

The scope of AMPOWER's services is the provision of market and technology data, reports, databases, digital tools and software, online training courses and other services ("data and services"). The scope of the products is shown in the corresponding internet pages. AMPOWER is entitled to make changes to the service description at any time. AMPOWER products are in general targeted at businesses, not consumers. AMPOWER is free to choose the technical means to provide the agreed services, in particular the technology and infrastructure used.

The customer is not entitled to transfer the services of AMPOWER to third parties for use. In this case, the customer is either 1) the person ordering personally, 2) the department or 3) the company that is to receive the services in accordance with the contractual agreement. Third parties are therefore, but not only, in case 1) all other persons, in case 2) also other departments of the same company and in case 3) also affiliated companies acc. to §§ 15 ff German Stock Corporation Act (Aktiengesetz). For accounts that are assigned to a user, in doubt, only the specified natural person has a right of use.

Free additional services provided by AMPOWER will not become part of the contract. AMPOWER may modify and / or discontinue these services at its sole discretion. Repeated provision of such services is not an obligation for the future.

3. Conclusion of contract

The provision of services by AMPOWER through the Website is to be understood as a mere solicitation of an offer. By clicking on a buy button (for example, "Book", "Buy", "Buy a Report" or similar) users make a binding offer. The offer is accepted by sending an invoice or an order confirmation in which the content and scope of the ordered service are summarized.

4. Payments and terms

If terms and payment periods are not agreed individually or otherwise in the product descriptions, payments are due upon completion of the booking for the entire period of use or subscription period. The access to the data and services is granted after successful payment. Due to the nature of the data and services provided, no refund of the payment can be made after access to the website (login) or providing the data and services through other means.

AMPOWER is entitled to extraordinarily terminate or block access to the services at any time if the customer has given cause by its behavior (for example late payment, incorrect information upon conclusion of the contract, unlawful use of the service, providing access to third parties, copyright infringement).

Objections to an invoice must be reported by the customer, provided that he is an enterprise, in writing within fourteen days of receipt of the invoice.

5. Liability

The Customer is responsible for providing AMPOWER with up-to-date contact information and notify about any changes. AMPOWER data and services contains generalized information that does not provide a sound basis for individual case decisions and may be erroneous or in need of interpretation, without being clearly indicating or obvious during use. Therefore, AMPOWER is not liable for damages resulting from the use of the data and services and its evaluations.

The liability of AMPOWER in the legally permissible cases (ie, for example not: delay, gross negligence or claims under the Product Liability Act) is limited to cases of negligence and the amount limited to foreseeable and contract-typical damages in the amount of the contract value.

AMPOWER reserves the right to use its services to refer to offers or information from third parties. These referrals are not a recommendation and AMPOWER does not endorse the information of the third party.

6. Rights of use

A right of use for the customer of the data and services exists for intra-departmental or intra-company use only, if this is explicitly and specifically part of the purchased product and/or license. Intra-departmental or intra-company use is, for example, sharing of the data and services in internal company presentations or documents.

A publication right, scientific or commercial or any other, does not exist. Publication always requires written permission from the copyright holder.

7. Other

The remaining provisions of these GTC also apply in the event that individual clauses should be ineffective or become ineffective as a result of the amendment of the law or its interpretation. AMPOWER may redraft such clauses in accordance with the remaining clauses and applicable laws.

The exclusive place of jurisdiction is Hamburg.

German law applies.