



GTC (2026)

General Terms and Conditions

1. Scope of application

1.1. The following General Terms and Conditions (GTC) shall apply to contracts for the services specified below with Dendrit GmbH, Harkortstraße 5, 57462 Olpe (hereinafter referred to as “Dendrit”). Dendrit’s services are intended for businesses (hereinafter referred to as “Client”), as well as working students and master students (hereinafter referred to as “educational licence users”); collectively referred to as “Licensees”.

1.2. Clients within the meaning of these GTC are entrepreneurs according to section 14 of the German Civil Code (BGB). Entrepreneurs are natural or legal persons or partnerships with legal personality with whom business relations are entered and who act in exercise of their trade, business or profession. They also include legal persons under public law or special funds under public law.

Educational licence users within the meaning of these GTC are natural persons who receive access to the software without paying a fee.

1.3. These General Terms and Conditions shall also apply to future business relations without Dendrit having to refer to them again. If the licensee has general terms and conditions of its own, only those provisions that are consistent with this contract shall form part of the contract. This shall not apply to provisions that are inconsistent or to provisions that supplement this contract.

2. Conclusion of contracts, performance

2.1. Dendrit offers potential clients various software products (hereinafter referred to as “software product” or “software products”) for purchase, or for use free of charge in the case of educational licence users, which serve, among other things, for the technical calculation and drawing of pipework systems in buildings.

Dendrit offers an ‘eActivity’ maintenance and service contract for the STUDIO and CALHYDRA software products, which includes software support, software maintenance, consultancy and induction.

Updates and service packs required for the program, as well as bug fixes, shall be made available free of charge on a regular basis during the software products’ lifecycle.

2.2. Contracts with Dendrit shall be concluded either by Dendrit sending the licensee an order confirmation detailing the service described therein, or by downloading the software products from the Dendrit website (see 2.3.) and thereby confirming these General Terms and Conditions.

2.3. Purchased software products shall be made available to the licensee by Dendrit via a download link or on a data storage medium. To enable use of the software products, Dendrit shall promptly provide the licensee with a licence key that grants unrestricted access to the software product. On request, the licensee shall receive electronic user documentation in German.

3. Contract language, storage of contract text

- 3.1. The language available for the conclusion of contracts shall be German.
- 3.2 Dendrit shall not store the contract text.

4. Prices, payment, due date

- 4.1. With the exception of licences for educational licence users, Dendrit's software products shall be subject to a fee.
- 4.2. The applicable fee shall be specified in the order confirmation on the client's order form. If Dendrit is required to provide additional services that were not specified in the order confirmation on the order form, they shall be invoiced separately and shall be paid for separately.
- 4.3. All prices shall be subject to the statutory value added tax applicable at the time of invoicing, as well as any customs duties and other charges. Where the client is a consumer, the total price specified shall be the gross amount.
- 4.4. Payment shall be due immediately on receipt of the delivery or service, following the issue of the invoice, and without deduction, unless otherwise agreed in the contractual agreements. The statutory provisions regarding late payment shall apply.

5. Reservation of title

If a fee has been agreed, all data storage media and the submitted user documentation shall remain the property of Dendrit until full payment of the fee in accordance with clause 4 of these General Terms and Conditions.

6. Rights of use

- 6.1. Under the terms of the contract relating to the software product, Dendrit shall grant the licensee a perpetual, non-exclusive, worldwide right to use the software product, subject to full payment of the fee, if agreed. This shall authorise the licensee to use the software product in accordance with its specified purpose. Where a specific number of workstation licences (concurrent user model) has been agreed, use shall be limited to this number.
- 6.2. Where copyright-protected materials are made available for training courses or other events, Dendrit shall grant the licensee a non-exclusive, worldwide right of use thereof limited to the term of the contract. The licensee may store the materials for its purposes and reproduce them for training its staff members. They must not be passed on to third parties; the same shall apply to their sale.

- 6.3. Any modification, correction of errors or reverse engineering (decompilation) of the software shall be prohibited, unless this is necessary for the purpose of ensuring the interoperability of an independently created computer program with the software in accordance with section 69e of the German Copyright Act (UrHG).
- 6.4. The licensee shall only be entitled to modify, extend or otherwise adapt the software within the meaning of section 69c(2) of the German Copyright Act (UrHG) to the extent that the law expressly permits such actions. Before the client rectifies errors itself or through third parties, it shall first allow Dendrit to attempt to rectify the error. The licensee shall not be entitled to any rights of use or exploitation in respect of such adaptations – beyond the rights of use granted under these General Terms and Conditions.
- 6.5. Any use beyond this shall be prohibited.
- 6.6. The software products created and supplied by Dendrit are the intellectual property of Dendrit. No copyright or proprietary notices in the software product or the accompanying documentation may be removed or modified. In particular, the client/educational licence user shall not be permitted to pretend that the Dendrit software product is their own or to create the legal impression that it is their property.
- 6.7. The use of any equipment, devices, software or other means of any kind to circumvent or remove the copy protection used by Dendrit shall be prohibited and shall be prosecuted on behalf of both Dendrit and any partner companies.
- 6.8. Educational licence users may use the software solely and exclusively for educational purposes and not for commercial purposes.

7. Obligations of the licensee

- 7.1. If a permit or licence from the government or any another authority is required for purchase, transport or use, it shall be the licensee's responsibility to obtain such permit or licence at its own expense and provide evidence thereof to Dendrit on request. Any costs and expenses incurred to Dendrit due to the failure to obtain such permit or licence shall be borne by the licensee.
- 7.2. The licensee shall ensure that its data is backed up regularly.
- 7.3. If the licensee has purchased the STUDIO or CALHYDRA software products, it undertakes to attend the training courses provided free of charge by Dendrit on how to use the software, in order to acquire the necessary expertise on the STUDIO or CALHYDRA software products.
- 7.4. The licensee itself shall be responsible for any peripherals required for installing the software (hardware, power supply, provision of operating personnel, etc.).
- 7.5. The client shall test the software product thoroughly prior to use to ensure it is free from defects and suitable for use within the existing hardware and software configuration. This shall also apply

to software received in the context of the warranty or maintenance services. The client shall, if it is an entrepreneur, report any defects that arise immediately, i.e. without undue delay, and document them in a manner that is comprehensible to Dendrit. The client is requested to direct these to Dendrit's support team.

- 7.6. The client shall grant Dendrit access to the software product for the purposes of troubleshooting and rectifying errors, either directly or via remote data transmission, at the client's discretion. Dendrit shall have the right to verify whether the software product is being used in accordance with the provisions of this contract.
- 7.7. If the client resells Dendrit's software products, the client assures Dendrit that it will make Dendrit's General Licence Terms available to the third party and, in particular, inform the third party that, when using the STUDIO or CALYHDRA software product, it is obliged to attend Dendrit's free training courses (see 7.3. of the General Terms and Conditions) and that the STUDIO or CALYHDRA software product can only be operated correctly with the necessary expertise.

8. Warranty

- 8.1. In the event of a warranty claim, Dendrit may, at its discretion, either remedy the defect by repair or replace the defective product by a new one, provided that the client is an entrepreneur. This warranty shall apply exclusively to the delivered software.
- 8.2. The limitation period for all warranty claims shall be one year and shall start on delivery or provision (as well as notification of the client thereof) of the contractual items; the same period shall apply to all other claims, of whatever nature, against Dendrit.

In cases of intent or gross negligence on the part of Dendrit, fraudulent concealment of a defect, personal injury or defects of title within the meaning of section 438(1)(1a) of the German Civil Code (BGB), as well as in the case of guarantees (section 444 of the German Civil Code (BGB)), the statutory limitation periods shall apply; likewise for claims under the Product Liability Act (*Produkthaftungsgesetz*).

9. Duty to inspect and notify defects

- 9.1. The client, if an entrepreneur, shall be obliged to inspect all deliveries and services supplied by Dendrit in performance of this contract and to give notice of any defects in accordance with section 377 of the German Commercial Code (HGB).
- 9.2. The client can only assert rights arising from other breaches of obligations by Dendrit if it has notified Dendrit of such breaches in writing and granted Dendrit a grace period to remedy the situation. This shall not apply where, given the nature of the breach, a remedy is not feasible.
- 9.3. The limitation period for all warranty claims shall be one year and shall start on delivery or provision (as well as notification of the client thereof) of the contractual items; the same period shall apply to all other claims, of whatever nature, against Dendrit.

10. Liability

10.1. Dendrit shall always have unlimited liability for any claims arising from damages caused by Dendrit, its legal representatives or vicarious agents

- in the event of injury to life, limb or health,
- in the case of an intentional or grossly negligent breach of obligations,
- in the event of a warranty, where agreed, or
- insofar as the Product Liability Act applies.

In the event of a violation of essential contractual obligations, the fulfilment of which makes due and proper implementation of the contract possible in the first place and which the contract partner can normally expect to be complied with (cardinal obligations), by ordinary negligence on the part of Dendrit, its legal representatives or vicarious agents, liability shall be limited to the damage foreseeable at the time of concluding the contract, the occurrence of which can be typically expected.

10.2. Should Dendrit be objectively and demonstrably at fault for any loss of data, Dendrit shall solely and exclusively be liable for the damages that would have occurred even if regular and proper data backups had been carried out.

10.3 Construction design using the software products supplied by Dendrit merely serves as an aid for calculating and designing building trades. The software products supplied by Dendrit do not replace professional expertise and judgement regarding the results, and must be verified by independent testing with regard to the interpretation, reliability and suitability of the results. They are intended exclusively for professional designers. The use of these software products imperatively requires in-depth training to ensure safe and error-free operation.

Dendrit shall not be liable for any damage caused by design faults and/or incorrect use of the software.

10.4. Beyond this, any compensation for damages shall be ruled out.

11. Place of jurisdiction and governing law

11.1 The place of jurisdiction for all disputes arising from or in connection with contracts between Dendrit and the client, provided that the client is an entrepreneur or a legal person under public law, shall be Dendrit's registered place of business.

11.2 These GTC shall be governed by the law of the Federal Republic of Germany excluding the provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Last updated: August 2026