Terms of Use and License
on the provision and use of
"collana pay"

Last modified on January 03, 2024

Please note: This is an automated translation and serves to make the document easier to read in English. However, only the German version applies.

Content

1. Applicability of these Terms and Conditions

1.1. 20, 22765 Hamburg (hereinafter referred to as "HIVE") and the user (hereinafter referred to as "Customer") agree that these Terms of Use and License (hereinafter also referred to as Contractual Terms) bindingly govern the use of "collana pay" by the Customer.

1.2. By accepting this Agreement, the Client guarantees its legal authority to enter into this Agreement with HIVE.

1.3. The services are provided either directly by HIVE, a partner of HIVE, or indirectly by Microsoft, e.g. via the AppSource application.

1.4. For the convenience of the customer, these terms of use and license for "collana pay" are based on the terms and conditions for online services of Microsoft (https://www.microsoft.com/de-de/licensing/product-licensing/products.aspx).

1.5. These terms of use and licence for the provision and use of the "collana pay" deviate from the provisions for online services of Microsoft in particular if German law applies.

1.6. The customer is obliged to accept these terms of use and license **and the** terms and conditions for online services of Microsoft (**https://www.microsoft.com/de-de/licensing/product-licensing/products.aspx**) before using the "collana pay". Otherwise, the use of the aforementioned "collana pay" is not permitted.

1.7. The parties further agree that, unless there is a separate contract (e.g. service contract with a partner of HIVE), these "collana pay" Terms of Use and License fully govern the handling and processing of support data and personal data in connection with the provision of "collana pay".

1.8. HIVE offers comprehensive descriptions of its products. The description for "collana pay" can be found here: collana pay Overview (Helpcenter).

1.9. If the customer renews a subscription to "collana pay" or accepts a new subscription to "collana pay", the current "collana pay" terms of use and license apply. If HIVE introduces new features, additions or related software (i.e. that were not previously included in the subscription), HIVE may provide new terms or make updates to the "collana pay" terms of use and license that apply to the Customer's use of such new features, additions or related software.

1.10. HIVE may provide information and notices about terms of use and license to the customer electronically, by e-mail, through an HIVE partner or through a website to be designated by HIVE. A notification shall be deemed to have been given from the date on which it is provided by HIVE.

1.11. Other terms and conditions of the contract only become part of the contract to the extent that HIVE expressly agrees to them.

1.12. These terms and conditions shall also apply to future similar contracts with the Client, even if HIVE does not refer to them separately again.

2. Use of "collana pay"

2.1.   The customer must install a certain program equipment and hardware in order to be able to use "collana pay". This is the responsibility of the customer. The customer must meet the requirements for the use of collana pay, including in particular access to the Internet and installation of programs. For more information, please visit: collana pay Helpcenter.

2.2.   In order to use "collana pay", the customer needs an implemented connection of the systems that are necessarily involved (e.g. shop or cash registers as well as merchandise management system / ERP) to the web service endpoints provided. In addition, an ongoing contractual relationship with a so-called Payment Service Provider (PSP) and, if applicable, other companies involved in the payment process is required. HIVE has no influence on the provision of services by the third parties involved in this respect.

2.3.   The customer is entitled to install and use "collana pay" exclusively for use with the agreed purpose.

2.4.   In accordance with these provisions for "collana pay", the number of copies of the Software and the scope of use that the Customer is entitled to use or the number of devices on which the Customer is allowed to use the Software may be limited.

2.5.   The Customer's right to use the Software begins with the activation of the Service ("collana pay") and ends with the expiration of the Customer's right to use the Service.

2.6.   The Customer is obliged to uninstall the Software when the Customer's right to use the Software ends. In addition, HIVE is entitled to deactivate "collana pay" itself or through the partner who serves the customer at this time.

2.7.   The customer is entitled to allow third parties to access and use "collana pay" in connection with the use of "collana pay". However, Customer is responsible for such use and is responsible for ensuring that these Terms and the parties' further agreements are complied with

2.8.   The customer is obliged to always have the latest operating system supported by Microsoft and the latest browser version for the "collana pay" offered by HIVE. If you use other operating and browser systems (e.g. iOS and Android, Firefox, Chrome), this also applies to them.

2.9.   HIVE does not warrant that the "collana pay" provided by it for use is suitable for a specific purpose. Unless such suitability has been expressly promised in HIVE's product descriptions.

2.10.   The customer must purchase and assign the appropriate subscription licenses (User Subscription License (SL)) required for the use of "collana pay".

2.11.   In doing so, the customer must note that he needs additional user SL, e.g. for auditors / audits or support. For the "collana pay" app, these additional user SLs are mandatory for the customer, if necessary.

2.12.   Each user who accesses "collana pay" must be assigned a user SL or access to the online service will only be via a device to which a device SL has been assigned, unless otherwise specified in the specific terms and conditions for "collana pay".

2.13. The customer is not entitled to continue using "collana pay" for this specific service after the expiry of the user SL.

2.14. The Customer is not entitled to reassign a User SL at short notice (i.e. within ninety - 90 - days after the last assignment). However, the customer is entitled to reassign a user SL at short notice in order to bridge the absence of a user or the unavailability of a failed device. The reassignment of a user SL for any other reason must be permanent. If Customer transfers a User SL from one device or user to another/to another, Customer must block access and remove any related software from the previous device or from the former User's device.

2.15. Hardware or software used by the Customer to aggregate connections, redirect information, reduce the number of devices or users who directly access or use the Online Service (or related software), or reduce the number of User SL, devices or users that "collana pay" directly manages (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses (including User SL), that the customer needs.

2.16. The customer receives an individual, non-transferable and non-exclusive right of use to the agreed services and user SL for its operation.

2.17. The customer has the right to store the software necessary for the use of the services on his end devices for the agreed period of use. The provision of suitable end devices is the responsibility of the customer.

2.18. The customer is responsible for backing up his data. The customer was expressly informed of this.

3.   Prohibited Use of the Online Services

3.1.   The customer does not have the right to:

3.1.1.   to reproduce the "collana pay" software made available to him for use for commercial purposes and to sell it,

3.1.2.   to provide a third party with its own right to use "collana pay" or

3.1.3.   to use "collana pay" in violation of the law or the provisions of these Terms of Use and License.

3.2.   Neither the customer nor those who access "collana pay" through the customer are entitled to use "collana pay" as follows:

3.2.1.   in any way prohibited by law, regulation or governmental order or regulation in any relevant jurisdiction;

3.2.2.   to violate the rights of others,

3.2.3.   to attempt to gain unauthorized access to or interfere with any service, device, data, account, or network;

3.2.4.   to distribute spam or malware,

3.2.5.   in any way that could damage "collana pay" or interfere with its use by others, or

3.2.6.   in an application or situation in which an error on the part of "collana pay" may result in death or serious injury to body or health, or serious damage to property or the environment.

4.   Features of "collana pay"

4.1.   collana pay is a "payment orchestration platform as a service" that gives merchants access to payment service providers (PSPs) and payment methods in e-commerce and retail. By connecting the systems involved to the payment service providers, the service takes over the processing of all payment process steps in retail, from authorization to reservation and capturing to refunds. More detailed information can be found at: collana pay Overview (Help Center)

4.2.   collana pay stores data in connection with the payment transactions and prepares them via business intelligence reports (data analytics).

4.3.   collana pay offers the user a technical handling of payment processes between online shops, POS systems and an ERP/merchandise management system via PSPs or the direct providers of a payment method.

4.4.   All data of the payment process required for the provision of the contractual services are stored in the "collana pay" database for 12 months.

4.5.   The provided endpoints are used to integrate payment functions and establish a connection between the WBS and the shop, ERP or ERP system used by the customer.

4.6.   The way in which the individual payment processes are implemented essentially depends on the specific connectors and integrations used (e.g. interface logic) that ensure data communication between "collana pay" and the connected systems (e.g. PSP, shop, WebApp or ERP).

4.7.   The specific functions that can be performed by collana pay services vary depending on the payment method used and the PSP. Viewed across all PSPs and payment methods, the following functions are generally accessible, which can be accessed and viewed under the URL: collana pay API (Help Center).

4.8.   An admin portal is available for setting up and configuring the payment service providers and payment methods used.

5.   Scope of Services / Responsibility

5.1.   HIVE provides collana pay in accordance with these licence and terms of use.

5.2.   HIVE is not responsible for disruptions caused by changes to collana pay services or their underlying upstream systems caused by the customer/by the customer's PSP and not coordinated with HIVE. In this respect, HIVE only provides the appropriate infrastructure or WebService endpoints. The responsibility for the related processes lies with the customer.

5.3.   In particular, HIVE bears no responsibility for the customer's systems connected to the collana pay services covered by the contract (e.g. customer's own shop integration) and the transmission path to them.

6. Property rights, copyrights, rights to stored data

6.1. HIVE will not use or otherwise process or derive information from the Customer Data for advertising or similar commercial purposes.

6.2. Between the parties, the customer retains all rights and ownership of the customer's personal data and the data in "collana pay".

6.3. HIVE processes the customer's personal data only within the framework of an order processing agreement pursuant to Art. 28 GDPR for the customer.

6.4. Notwithstanding the foregoing, HIVE is entitled to use fully anonymized customer data for statistical purposes and for the provision of statistical evaluations. This data then no longer constitutes customer data within the meaning of this contract.

6.5. This paragraph does not affect HIVE's rights in software or other services that HIVE licenses to other customers.

6.6. HIVE does not disclose Customer Data outside of HIVE except as directed by Customer as described herein or as required by law.

6.7. The customer does not acquire any ownership of the "collana pay" software made available for use within the scope of the service, nor does he acquire any rights beyond the agreed use of the programs, e.g. according to the copyright law.

7. Use of Third-Party Products

7.1. If the Customer installs or uses non-HIVE software through an online service, this must not be done in a way that subjects HIVE's intellectual property or technology to obligations beyond those contained in these Terms of Use and License regarding the provision and use of "collana pay" with the Customer.

7.2. HIVE assumes no responsibility or liability for any non-HIVE product.

7.3. Customer is solely responsible for any non-HIVE product that it installs or uses with an online service or purchases or manages through a Microsoft online store.

7.4. Customer's use of a non-HIVE product is subject to the license, service, and/or privacy terms (if any) between Customer and the publisher of the non-HIVE product.

8. Backup, Validation, Automatic Updates and Capture for Software

8.1. HIVE and HIVE's partner are entitled to automatically check the version of the "collana pay" software. Devices on which the software is installed provide information at regular intervals so that HIVE or the partner can verify that the "collana pay" software is properly licensed. This information provided includes, for example, the software version, the end user's user account, product ID information, a computer ID, and the Internet Protocol address of the device.

8.2. In addition, HIVE records the number of clients using the system.

8.3. Microsoft also collects telemetry data that measures which processes took how long to provide HIVE with indications of where the code could be optimized, if any.

8.4. If the "collana pay" software is not properly licensed, its functionality will be affected. Customers may only obtain updates and upgrades for the "collana pay" from HIVE, HIVE partners or Microsoft or authorized sources.

8.5. By using "collana pay", the customer agrees to the transmission of the information described in this section. HIVE, HIVE's partners, and Microsoft or authorized sources are entitled to recommend updates or additions to "collana pay" or to upload them to Customer's application with or without notice.

8.6. Some "collana pay" services may require the installation of local software – e.g., agents, device management applications ("Apps") or are enhanced by such software. The Add-ons may collect data about the use and performance of "collana pay", which may be transmitted to HIVE, the partner of HIVE or to Microsoft and used for the purposes described in these "collana pay" terms.

8.7. Microsoft's and/or HIVE's software may contain third-party software components. Except as otherwise provided in this Software, it is not these third parties, but HIVE, HIVE's affiliates, and/or Microsoft who license these components to Customer in accordance with Microsoft's or HIVE's license terms and notices.

9. Technical Limitations

9.1. The customer is obliged to comply with all technical restrictions in "collana pay", which only allow the customer to use "collana pay" in a specific way, and not to circumvent them.

9.2. The customer may download copies of the software or the source code of "collana pay" only with the express permission of HIVE.

10. Free Trial

10.1. By providing a free trial version "collana pay", the customer is granted by HIVE the right to use the services made available to him free of charge for a trial period of thirty (30) days.

10.2. This right is granted to the customer solely for evaluation purposes.

10.3. The use of the trial version is based on these terms of use and license for "collana pay".

10.4. At the end of the trial period, the customer automatically loses all rights granted to him in relation to the services made available to him. There is no need for termination.

10.5. Insofar as the customer works with test data, he is responsible for backing it up.

At the end of the trial period, the customer data will be deleted by HIVE. Unless the customer and HIVE agree on licensing in accordance with these license and terms of use for "collana pay".

11. Changes and availability of online services on Microsoft platforms

11.1. The customer is expressly informed that "collana pay" is operated on platforms other than HIVE.

11.2. When operating on Microsoft Azure, Microsoft may make commercially reasonable changes to online services from time to time.

11.3. Microsoft may modify or terminate an Online Service in countries where Microsoft is subject to an official regulation, obligation, or other requirement that (1) is not generally applicable to companies operating there, (2) makes it difficult for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe that these Terms or the Online Service may conflict with such requirement, or obligation.

12. Retirement of services and features

12.1. HIVE will inform the Customer via the channels referred to in 1.10, as a rule, twelve (12) months in advance before any material features or functionality are removed from "collana pay" or a service is discontinued. Unless security, legal, or system performance issues require expedited removal.

13. Rights in the event of defects, maintenance and support

13.1. HIVE is responsible for ensuring that "collana pay" works substantially as described in 1.8.

13.2. The customer is aware that, according to the state of the art, errors cannot be ruled out. HIVE is therefore not liable for ensuring that the operation of "collana pay" is always uninterrupted or error-free.

13.3. The customer shall immediately report problems of "collana pay" by means of a support request to the responsible HIVE partner. The problem must be described by the customer in sufficient detail so that the HIVE partner can start processing the support request in a targeted manner. The description of the problem can only be submitted by a person who has the necessary knowledge of "collana pay" and the necessary professional qualifications.

13.4. In the event of defects, HIVE is entitled, at its own discretion, to remedy the defect free of charge or to provide a replacement (subsequent performance). Defects can also be rectified by telephone, written or electronic instructions to the customer. HIVE can remedy insignificant defects with the next update, provided that this is reasonable for the customer.

13.5. If the subsequent performance has failed, the customer is entitled to an appropriate reduction of the remuneration or to withdraw from this contract after setting a reasonable grace period and its unsuccessful expiry.

13.6. In the case of insignificant defects, the customer's right to withdraw from the contract and to terminate the contract for good cause as well as the right to reimbursement of expenses is excluded.

13.7. HIVE reserves the right to provide uniform updates in order to maintain the provision of "collana pay". It is the customer's responsibility to install them in their environment.

13.8. If the customer obtains its online services from third parties, e.g. HIVE partners or Microsoft AppSource, these third parties are the first point of contact for support services.

14. Compliance with the law

14.1. HIVE will comply with the laws and regulations applicable to the provision of "collana pay".

14.2. However, HIVE is not responsible for compliance with any laws or regulations that apply to the customer or its industry.

14.3. HIVE does not determine whether customer data contains information that is subject to specific laws or regulations.

14.4. Customer must comply with all laws and regulations applicable to its use of the Online Services, including laws regarding the protection of personal data, biometric data, and confidentiality of communications.

14.5. The customer must determine whether "collana pay" is suitable for the storage and processing of information that is subject to certain laws or regulations. The customer must use "collana pay" in a manner that is consistent with the customer's legal and regulatory obligations.

15. Data privacy / data security

15.1. HIVE has (re)implemented the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

15.2. The regulations on data protection can be viewed in the data protection section of the HIVE website.

15.3. If Customer believes that **Microsoft** is failing to meet its privacy and security obligations, Customer may contact Microsoft through http://go.microsoft.com/?linkid=9846224.

15.4. In developing "collana pay", HIVE has taken into account the requirement that data protection is best complied with in data processing operations if it is already technically integrated when they are developed (Art. 25 GDPR).

15.5. The customer is solely responsible for determining whether the technical and organizational measures of "collana pay" meet the customer's requirements, including the security obligations under the GDPR or other applicable data protection laws and regulations.

15.6. Customer acknowledges and declares that (taking into account the state of the art, the cost of implementation, the nature, scope, context and purposes of the processing of its personal data, and the risks to individuals), the security procedures and security policies put in place and maintained by HIVE, the HIVE Partner and Microsoft provide a level of security appropriate to the risk with respect to its personal data.

15.7. Customer is responsible for implementing and maintaining privacy devices and security measures for components that Customer provides or controls.

15.8. With regard to the **Microsoft** Online Services Privacy Statement , please refer to the terms of use of the service in the Microsoft Online Services Terms (Product Terms). The product terms may be updated monthly by Microsoft. The current and archived editions of the Product Regulations are available for download at: https://www.microsoft.com/de-de/licensing/product-licensing/products.aspx.

15.9. In the "collana pay" database used, personal data is anonymized after 12 months.

15.10. collana pay is subject to an annual PCI DSS audit. The relevant supporting documents can be provided upon request.

15.11. collana pay uses cloud services provided by Microsoft on the "Azure" platform. https://docs.microsoft.com/de-de/azure/security/. A list of services and subcontractors that extend the functionality of collana pay can be found under the reference of 1.8.

15.12. The components used to provide and increase the data security of collana pay can be read in part, but not exhaustively, under the reference in point 1.8.

16. Availability and monitoring of collana pay

16.1. HIVE guarantees a minimum availability of 99.9% on average for collana pay in one calendar month.

16.2. Availability is measured with a URL ping test at a frequency of 5 minutes. HTTP requests are sent to the corresponding endpoint of the cloud service. The results can be either "successful" or "failed" and are the basis for calculating the minimum availability owed.

16.3. In the event of critical malfunctions, alarms are sent to HIVE employees in order to be able to start troubleshooting independently as quickly as possible and independently of an error message from the customer.

16.4. The alerting of the emergency readiness for outbound messages that cannot be processed due to technical malfunctions in a system for which the customer is responsible (e.g. web shop, or an interface or extension) is only set up from the Enterprise price level. In any case, an automated message by e-mail is sent to the customer contact, regardless of the pricing model.

16.5. In case of malfunctions, HIVE can be reached via the support page support.collanapay.com.

16.6. Technical support requests are processed on weekdays from Monday to Friday from 9:00 a.m. to 5:00 p.m. and on Friday from 9:00 a.m. to 2:00 p.m. local time.

16.7. The working day is defined as the days from Monday to Friday, excluding public holidays in Hamburg.

17. Liability

17.1. HIVE's liability, regardless of the legal grounds, is unlimited for damages caused intentionally or through gross negligence or resulting from culpable injury to life, limb or health.

17.2. HIVE is not liable for slight negligence. However, this exclusion for liability in the event of slight negligence does not apply in the case of a breach of a material contractual obligation (cardinal obligation). Cardinal obligations or essential contractual obligations are those obligations of the contractual partner, the fulfilment of which is essential for the proper execution of this business relationship in the first place and on the observance of which the customer may regularly rely; therefore, obligations the breach of which would jeopardise the achievement of the purpose of the contract. Otherwise, liability for slight negligence is excluded.

17.3. If and to the extent that HIVE is liable for slight negligence, liability for property damage and financial loss is limited to the foreseeable damage typical of the contract.

17.4. Liability for other, remote consequential damages is excluded.

17.5. The strict liability of HIVE according to § 536a para. 1 alternative 1 BGB (German Civil Code) due to defects that already exist at the time of conclusion of the contract is excluded.

17.6. If the claims result from tort under the Product Liability Act, initial impossibility or culpable impossibility, the above limitation of liability does not apply.

17.7. Insofar as HIVE's liability is excluded, this also applies to the personal liability of the manufacturer's employees, employees, collaborators, representatives and vicarious agents.

17.8. The customer indemnifies HIVE against all claims of third parties and the costs of necessary legal defense that are based on an infringement of the rights of third parties or violations of the law by the customer or its vicarious agents or vicarious agents and are asserted against the manufacturer.

17.9. HIVE draws Customer's attention to the fact that **Microsoft's liability and warranty rights** for online services are subject to Irish law and in some cases differ significantly from German law.

18. Term and Termination

18.1. The contractual relationship begins as provided for in the order, at the latest with the use of the online service.

18.2. The ordinary notice period is three (3) months to the quarter.

18.3. Any notice of termination must be given in writing and sent to the following e-mail address: support@collanapay.com.

18.4. The right to extraordinary termination for good cause remains unaffected for both parties. In particular, good cause exists in the following cases:

18.4.1. HIVE is permanently inefficient as a result of HIVE's failure to provide its online services;

18.4.2. HIVE is permanently inefficient as a result of a non-supply of third-party manufacturers (e.g. Microsoft) for which HIVE is not responsible.

18.4.3. In the event of cancellation, it is possible to export all payment transaction data from the last 12 months.

18.4.4. A third-party manufacturer of software or services falls into financial forfeiture or other circumstances give rise to fears of the third-party manufacturer's inability to perform from HIVE's point of view. This is to be assumed in particular if insolvency proceedings have been filed for or rejected for lack of assets for the third-party manufacturer, or if a deletion or liquidation of the third-party manufacturer has been applied for or entered in the commercial register.

18.4.5. A third-party manufacturer ceases to provide support services to HIVE for its service profiles, in particular in the event that the third-party manufacturer terminates the contracts with HIVE for ordinary or extraordinary reasons.

18.4.6. The customer has made unauthorized interventions to the online services or had them carried out by third parties.

18.4.7. The customer is in arrears with the payment of the remuneration by more than one (1) month and does not make full payment even upon written reminder by HIVE with the setting of a reasonable grace period.

18.4.8. From HIVE's point of view, the customer falls into asset forfeiture or other circumstances give rise to fears of the customer's insolvency, insolvency proceedings have been filed for or rejected for lack of assets, or a deletion or liquidation of the customer has been applied for or entered in the commercial register.

18.4.9. A Party breaches any other obligation and, to the extent remediable or remediable, does not terminate or remedy such breach within a reasonable period of time after being requested to do so by the other Party, provided that such a period or request is not exceptionally dispensable, in particular taking into account the seriousness of the breach of duty or other special circumstances.

18.5. HIVE has the right to withhold the right of use if outstanding invoices are not paid within a period of thirty (30) days after the invoice has been issued by the customer.

18.6. Unpaid invoices do not lose their effectiveness as a result of termination of the service relationship.

19. Secrecy / Trade Secret

19.1. The Contracting Parties undertake to treat confidentially all information received or disclosed to them by the other Contracting Party before or during the performance of the Contract, which is legally protected or contains business or trade secrets or is to be regarded as obviously confidential or is designated as confidential, even after the end of the Agreement. Unless they are or become public knowledge without violating the duty of confidentiality.

19.2. HIVE would like to point out that all of HIVE's software is considered a trade secret within the meaning of the Trade Secrets Protection Act. The resetting of the software into other code forms (decompilation) is only permitted within the framework of § 69 e UrhG (Copyright Act). Any other modification / dismantling, etc. are prohibited.

19.3. The contracting parties shall store and secure the information in such a way that access by third parties is excluded.

19.4. HIVE claims trade secret protection under the Act for the Protection of Trade Secrets (GeschGehG) for the software (source and object code) of "collana pay" and the visual appearance.

20. Prescription

20.1. The general limitation period is one (1) year.

20.2. In the case of damages and reimbursement of expenses due to intent, gross negligence, warranty, fraud and the cases mentioned in Section 8, para. 1, the statutory limitation periods always apply.

21. Ancillary Agreements, Contract Amendments, Form, Assignment

21.1. Ancillary agreements, amendments and additions to these terms and conditions of contract must be made in writing in order to be effective.

21.2. In order to comply with the written form, transmission in text form, in particular by fax or e-mail, is also sufficient.

21.3. The written form requirement can only be waived by a written agreement.

21.4. The Client is not permitted to transfer its rights and obligations under this Agreement to any third party without the consent of HIVE.

22. Severability

22.1. If the contract concluded to these provisions contains a loophole or if a provision is or becomes invalid in whole or in part, the validity of the remaining provisions shall not be affected.

22.2. In place of the missing or invalid provision, a provision shall be deemed to have been agreed which comes as close as possible to the economic purpose of the missing or invalid provisions originally intended by the contracting parties. The same applies in the event that there is a loophole in the contract.

22.3. The regulation of § 139 BGB is waived.

23. Place of Jurisdiction, Choice of Law, Language of Contract

23.1. The place of fulfilment is Hamburg. The place of jurisdiction for all disputes arising out of and in connection with this contract is Hamburg in the case of contracts with merchants.

23.2. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

23.3. The contract language is German. This also applies to translations in other languages.