

These Terms and Conditions of Business form the basis of all contracts for deliveries and services of Shortcut IT GmbH (hereinafter also referred to as Shortcut IT or we) based on orders placed via the Internet or other means of remote communication (e-mail, letter, fax, telephone etc.). Deviating and/or supplementary agreements require our express written consent.

A. Conclusion of contract, deliveries and services

The contract is concluded within 2 days after your order through our declaration of acceptance. Alternatively also if you receive the goods delivered within this period or the contractually agreed service is provided to you.

Delivery of goods

Unless otherwise specified during the ordering process, the delivery of goods (here: shipment of the license file(s)) usually within 2-3 days, but at most within 7 days after conclusion of the contract.

Downloads, Software Activations

Downloads and software activations (digital contents not on a physical data carrier) are provided immediately with the consent of the customer and can be used directly.

B. Content of the contract

The scope of use, period of use and costs will be specified individually upon conclusion of the contract.

C. Revocation

As far as you as a consumer are entitled to a legal right of revocation, you will receive a revocation instruction and a sample revocation form with our order confirmation. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity. If you do not act as a consumer when concluding a legal transaction, the right of revocation does not exist.

Downloads, software activations: The right of revocation expires in accordance with § 356 para. 5 BGB (German Civil Code) in the case of a contract for the delivery of digital content not contained on a physical data carrier, even if the entrepreneur has started to execute the contract after the consumer has expressly agreed that the entrepreneur will start to execute the contract before the end of the revocation period and has confirmed that he is aware that he will lose his right of revocation by giving his consent when the execution of the contract starts.

D. Payment

Unless otherwise stated, invoices of Shortcut IT GmbH are due immediately and payable without any deduction. Without the need for a reminder, in the event of non-payment you shall be in default 30 days after due date and receipt of the invoice if we have pointed out this consequence to you in the invoice. However, we can put you in default by sending you a reminder in advance. The default interest for consumers is 5% points and for entrepreneurs 9% points above the respective base interest rate, unless we can demand higher interest for another reason. Cheques are only accepted on account of performance. Any bank charges shall be borne by you. You may only offset against undisputed or legally established claims. You may only assert a right of retention if it is based on the same contractual relationship.

We are at liberty to provide you with the invoices by letter post or by electronic means (e.g. by e-mail). If you are in default of payment, we are entitled to refuse the service owed until the consideration has been paid in full (right of retention) or to terminate the contract extraordinarily for good cause.

Should you make use of your right of revocation, please contact us by e-mail to kundenbetreuung@shortcut-it.com, stating your invoice number. You are also welcome to contact us in writing at the address

Shortcut IT GmbH

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...to the public.

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Shortcut IT GmbH guarantees that the products are usable in the sense of the respective program description and that the services are correct. The warranty period for sales contracts is two years for consumers and 12 months for entrepreneurs and begins with the handover or provision of the goods or services. Contractual customers will be provided with maintenance of the current software for the entire duration of the contract, i.e. the usability of the software is ensured in accordance with the service description.

You are obliged to support Shortcut IT GmbH in the determination of errors and rectification of defects and to create or provide auxiliary information on request. Shortcut IT GmbH is entitled to bypass a possible error if it can only be eliminated with disproportionate effort and the use of the software does not suffer considerably as a result. If there is a defect, we shall rectify the software or provide error-free software within a reasonable period. If the rectification or replacement is not successful within this period or a reasonable grace period, you are entitled, at your option, to reduce the price of the service appropriately or to terminate the contract.

Shortcut IT GmbH shall be liable for damages resulting from injury to life, body or health in accordance with the statutory provisions. For other damages, Shortcut IT GmbH is liable (subject to the next sentence) only for intent and gross negligence. For other damage resulting from the breach of an obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which you can regularly rely, Shortcut IT GmbH is also liable in the case of simple negligence, but limited to the damage foreseeable at the time of the breach of contract. The above provisions also apply to breaches of duty by Shortcut IT GmbH's vicarious agents. Liability under the Product Liability Act and liability for damages arising from the breach of guarantees shall remain unaffected by the above provisions.

You are obliged to use provided updates, patches and/or service packs for the software and to back up your data before the installation of the software and subsequently regularly, in particular before you make any changes to the hardware or software environment.

Shortcut IT GmbH shall not be liable if you are partly responsible for the breach of contractual obligations or for changes made by you or a third party to the software or for improper handling or incorrect operation of the product. Shortcut IT GmbH does not assume any guarantee for the selection, installation and use or the intended results of the software.

F. Licensing of third-party software and interfaces to SAP systems

1. **Licensing obligation:** The customer is solely responsible for the proper licensing of all SAP software products and services associated with the use of our software. This includes all necessary licenses for direct and indirect access to SAP systems, in particular in connection with the use of interfaces, automations, reports, and data flows initiated or influenced by our software.
2. **Indirect access:** The customer is hereby expressly advised that the use of our software that integrates, processes, creates, modifies, or accesses SAP systems or SAP data (regardless of whether this is done by a human user or an automated system) may constitute "indirect use" within the meaning of the SAP license terms. This may trigger an additional licensing obligation towards SAP SE, which the customer is responsible for fulfilling.
3. **Disclaimer:** We accept no liability for missing, insufficient, or incorrect SAP licenses held by the customer. Any claims by SAP SE or third parties against the customer due to license violations are the sole responsibility of the customer. The customer shall fully indemnify us against all claims by third parties, including SAP SE, based on a violation of the SAP license terms by the customer and shall reimburse us for all resulting damages, costs, and expenses (including reasonable legal fees).
4. **Duty to provide information:** The customer is obliged to independently and comprehensively inform themselves about the current SAP license terms, in particular with regard to indirect use and the use of third-party interfaces, and to comply with these at all times.

G. Miscellaneous

In accordance with § 36 VSBG we would like to point out that we do not participate in any dispute resolution proceedings before a consumer arbitration board and are not obliged to do so.

Platform of the EU Commission for online dispute resolution
<http://www.ec.europa.eu/consumers/odr>

The place of jurisdiction is the registered office of Shortcut IT GmbH if the Customer is a merchant or a legal entity under public law or has no general place of jurisdiction within the territory of the Federal Republic of Germany. We are also entitled to take legal action at any other place of jurisdiction provided by law. The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale

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Shortcut IT reserves the right to change or amend these conditions in the future, provided that this is reasonable for the Customer, i.e. in particular provided that the Customer does not suffer any economic and/or legal disadvantages as a result, or that the change or amendment is necessary due to a change in the legal situation or the highest court jurisdiction. Shortcut IT shall inform the Customer of any change to these conditions by e-mail to the e-mail address specified by the Customer. The amendment of the conditions shall come into force if the Customer does not object to it within six weeks of the notification of amendment. Shortcut IT shall specifically draw the Customer's attention to this in the notification of change.

Shortcut IT GmbH
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Managing Director: Stephan Hoetger

Trade register:
Shortcut IT GmbH
Local court Hildesheim
HRB 206357

Valid from: 09/2025

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