General Terms and License Conditions

Facturexa ZUGFeRD Engine .NET – version of 14 October 2026

§ 1 Provider and scope

(1) These terms apply to all contracts for the software "Facturexa ZUGFeRD Engine .NET" between Zanyar Systems, owner Mehmet Bilgin, Berliner Straße 114-116, 63065 Offenbach am Main, Germany (hereinafter the "Provider") and the customer.

(2) The Provider concludes contracts exclusively with businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. No contracts are concluded with consumers within the meaning of Section 13 BGB. When ordering and when creating a trial license, the customer confirms that they are acting in the course of their trade, business or profession.

(3) Deviating, conflicting or supplementary terms of the customer, in particular purchasing conditions, do not become part of the contract, even if the Provider does not expressly object to them or performs in the knowledge of such terms. They apply only if the Provider expressly agrees to them in text form.

(4) Individual agreements, for example in a quotation, take precedence over these terms.

§ 2 Definitions

- "Software": the program libraries Facturexa Validator and Facturexa Creator (NuGet packages Facturexa.ZugferdValidator and Facturexa.ZugferdCreator) in object code form, including documentation.
- "Reader": the program library Facturexa Reader (NuGet package Facturexa.ZugferdReader). It is free of charge; only § 10 applies to it.
- "Version": a release of the Software published by the Provider with its own version number.
- "License key": the character string signed by the Provider that unlocks the Software. It names the customer as licensee.
- "Update period": twelve months from the issue of the license key.
- "Developer": any natural person who uses the Software for software development, in particular who writes or changes program code that calls the Software's programming interfaces, or who integrates the Software into projects. Build, test and production systems, and persons who merely operate an application of the customer, are not developers.
- "Application": software developed by or for the customer that contains the Software as a component and also has substantial functions of its own.
- "License tier": "Team" for up to five developers or "Enterprise" for any number of developers.

§ 3 Conclusion of contract and contract text

(1) The presentation of the Software and of the prices on the website is not a binding offer but an invitation to place an order.

(2) In the online shop, the customer chooses the license tier and enters their details. Before submitting, they can check and correct all entries. By clicking "Order with obligation to pay", the customer makes a binding offer.

(3) The contract is concluded when the Provider accepts the order. The Provider declares acceptance with the order confirmation by e-mail, to which the invoice is attached. If the customer does not receive the order confirmation within five working days, they are no longer bound by their order.

(4) For orders outside the online shop, for example on the basis of a quotation, the contract is concluded when the quotation is accepted. These terms apply if the quotation refers to them.

(5) The language of the contract is German. The Provider stores the contract text. The customer receives these terms as a PDF file with the order confirmation e-mail; order details, license key and invoice are available in their customer account. All versions of these terms remain available on the website.

§ 4 Services of the Provider

(1) The Provider supplies the Software to the customer permanently in the version current at the conclusion of

the contract. In addition, during the update period it provides all new versions published in that period (software maintenance). The price is a one-off fee for both.

(2) The Software is provided as a NuGet package via nuget.org or in another way specified by the Provider, the license key by e-mail and in the customer account. The Provider does not owe installation, customisation, training or consulting.

(3) The characteristics of the Software follow from the product description and the documentation of the respective version. The changelog states which formats, profiles and versions of the official rule sets a version supports. The Provider gives guarantees only if it expressly designates them as such.

(4) Software maintenance comprises bug fixes, adjustments and further developments that the Provider publishes as a new version during the update period. The Provider aims to implement new binding versions of the supported official rule sets (e.g. EN 16931, XRechnung, ZUGFeRD/Factur-X) within a reasonable period after their publication. The customer is entitled to a specific function or a specific date only if this has been expressly agreed.

(5) During the update period, the Provider answers questions about the Software by e-mail on working days as far as it is able to. Specific response or resolution times are not owed.

(6) The license key does not expire. The customer may use all versions published up to the end of the update period with it without time limit. Versions published later require a new license at the price applicable at that time. There is no automatic renewal.

§ 5 Rights of use

(1) The customer receives a simple, non-exclusive right, unlimited in time and space, to use the Software in accordance with these terms. The right arises upon full payment; until then, use is permitted only provisionally.

(2) The license applies to the company to which the license key is issued. Companies affiliated with the customer within the meaning of Section 15 of the German Stock Corporation Act (AktG) require their own license unless otherwise agreed.

(3) In the Team license tier, no more than five developers may use the Software. If a developer permanently stops using the Software, another person may take their place. In the Enterprise license tier, the number of the customer's developers is not limited.

(4) External developers, for example freelancers or service providers, may use the Software on behalf of the customer for the customer's applications; in the Team license tier they are counted. They may not use the customer's license for their own purposes or for other clients.

(5) The customer may use the Software to develop, test and operate its applications, without limitation on the number of applications, computers, servers, build systems, end users or processed invoices.

(6) The customer may reproduce the Software to the extent necessary for its use in accordance with the contract, including backups. They may not remove or alter copyright notices, serial numbers or other identifying features.

(7) Decompiling, disassembling and other modifications are permitted only within the limits of Sections 69d and 69e of the German Copyright Act (UrhG). In particular, it is not permitted to circumvent or alter the license check or to generate or alter license keys.

(8) The customer treats the license key as confidential. They may pass it on with their applications only in accordance with § 6 (3) and in particular may not publish it, for example in publicly accessible source code repositories. If the customer learns that their license key has become public or is being used without authorisation, they inform the Provider without delay. The Provider may block such a license key for future versions; the customer then receives a new one free of charge.

(9) The customer requests a switch from the Team to the Enterprise license tier by e-mail; the Provider then makes them an offer.

§ 6 Distribution in own applications and operation as an online service

(1) The customer may pass on the Software as a component of its applications to third parties, in particular to its own customers, and allow them to use it. The customer may also operate applications containing the Software as an online service (software as a service) for third parties. No additional fee is charged for this.

(2) The following applies:

- The Software may be passed on only in object code form and only together with the application, not as a stand-alone product.
- The application may not be a developer tool, program library or component whose essential purpose is to make the functions of the Software available to third parties for their own software development. This also applies to online services that offer the functions of the Software essentially unchanged as a programming interface.
- Recipients may use the Software only together with the application and for its operation. The customer obliges them to do so, for example in its own license terms, and excludes use for their own software development.
- The customer passes on the notices on third-party components (§ 11) together with the application.

(3) The license key may be embedded in the application and shipped with it. It may not be passed on separately, for example in documentation or freely usable configuration examples.

(4) The rights of recipients to applications that the customer has already shipped remain in force after the end of the update period and after a transfer of the license (§ 7).

§ 7 Transfer of the license

(1) The customer may transfer its license to a third party if it transfers it in full, gives up its own use of the Software and deletes all of its own copies. Excepted are copies that it must keep due to statutory retention obligations, and applications that it has already shipped (§ 6 (4)).

(2) The customer notifies the Provider of the transfer in text form, stating the name and address of the acquirer. The acquirer must agree to these terms. On request, the Provider issues a license key in the name of the acquirer.

(3) Splitting a license, for example transferring individual developer seats, and renting or lending the Software are not permitted.

§ 8 Prices and payment

(1) The prices stated at the time of ordering apply. All prices are net prices; VAT is added at the statutory rate where applicable. If no VAT is charged, for example under the small business scheme or under the reverse charge procedure, the invoice says so.

(2) In the online shop, the customer pays in advance by bank transfer (prepayment). The invoice is payable without deduction within 14 days of the invoice date to the account stated on the invoice; the invoice number must be given as the payment reference. The Provider makes the license key available by e-mail and in the customer account once payment has been received. Invoices outside the online shop are likewise payable within 14 days without deduction.

(3) If payment is not received within the payment period, the Provider may set the customer a reasonable grace period and withdraw from the contract if it expires without payment. In this case the Provider cancels the invoice by issuing a cancellation invoice.

(4) The customer agrees to receive invoices electronically (as PDF and as e-invoice by e-mail and in the customer account).

(5) The customer may only set off claims that are undisputed or have been finally established by a court. This does not apply to counterclaims arising from the same contract, in particular due to defects.

§ 9 Trial license

(1) The Provider may issue the customer a free trial license for 30 days, as a rule one per customer; the customer has no entitlement to it. It serves exclusively to check whether the Software is suitable for the customer's purposes. Productive use and distribution to third parties are not permitted under the trial license.

(2) The trial license ends automatically. There is no obligation to purchase.

(3) For the trial license, the Provider is liable only for intent and gross negligence, for fraudulently concealed defects, for injury to life, body or health and under the German Product Liability Act. Otherwise, liability for defects is excluded.

§ 10 Free Reader

(1) The Reader is free of charge and can be used without a license key, including commercially and by any number of developers. § 5 (5) to (7) and § 6 apply accordingly.

(2) The Provider owes neither software maintenance nor support for the Reader. § 9 (3) applies accordingly to liability and defects.

§ 11 Third-party components

The Software and the Reader use components of third parties that are subject to their own licenses, mostly open-source licenses. The list of these components and their licenses is available on the website under "Third-party licenses" and is included in every NuGet package as the file THIRD-PARTY-NOTICES.txt. Where their license terms mandatorily provide otherwise, they take precedence for the respective component. The Provider's obligations under this contract remain unaffected.

§ 12 Results of the Software and obligations of the customer

(1) The Software validates and creates e-invoices according to the official rule sets named in the documentation (XML schemas and Schematron rules) in the version included with the respective release. A positive validation result only confirms that an invoice complies with these rules. It does not confirm that the content, amounts, tax rates or tax treatment are correct or that recipients, platforms or authorities will accept the invoice. The Software is no substitute for tax or legal advice.

(2) The customer is responsible for the correctness of the invoice data, the choice of profile and the fulfilment of its tax obligations. It checks the results of the Software to an appropriate extent before productive use and tests new versions before using them productively.

(3) The customer backs up its data regularly and in accordance with the state of the art.

(4) At the Provider's request, at most once per calendar year, the customer states in text form how many developers use the Software. If the number exceeds the license tier acquired, the customer acquires the Enterprise license tier (§ 5 (9)).

§ 13 Defects

(1) The statutory provisions apply to material defects and defects of title unless otherwise provided below.

(2) The customer should report defects in text form and describe them precisely enough for them to be reproduced, if possible with a sample file. Section 377 of the German Commercial Code (HGB) remains unaffected.

(3) At its discretion, the Provider remedies the defect, also by providing a new version, or provides a reasonable workaround. If remedy fails, the customer may withdraw from the contract or reduce the price. Damages and reimbursement of futile expenses are governed by § 14.

(4) Claims based on defects become time-barred one year after the affected version was made available. This does not apply to claims under § 14 (1), to fraudulently concealed defects and to defects for which the Provider has given a guarantee; the statutory periods apply to these.

(5) There is no defect insofar as a deviation results from improper use, a system environment not supported according to the documentation or changes to the Software made by the customer. Likewise, it is not a defect of a version if official rule sets are changed after its publication; § 4 (4) applies to this.

§ 14 Liability

(1) The Provider is liable without limitation for intent and gross negligence, for injury to life, body or health, under the German Product Liability Act, for fraudulently concealed defects and to the extent of any guarantee given.

(2) In the case of slight negligence, the Provider is liable only for the breach of an essential contractual obligation. This is an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely. In this case, liability is limited to the foreseeable damage typical for the contract at the time it was concluded.

(3) Within the scope of paragraph 2, the Provider is liable for the loss of data only up to the effort that would have been required for recovery if the customer had backed up its data properly (§ 12 (3)).

(4) Otherwise, liability is excluded. The limitations also apply in favour of the Provider's legal representatives, employees and vicarious agents.

(5) For the trial license and the Reader, § 9 (3) takes precedence.

§ 15 Third-party rights

(1) If a third party claims that the use of the Software in accordance with the contract infringes its rights, the customer informs the Provider without delay in text form. The customer does not acknowledge any claims and, as far as possible, leaves the defence to the Provider.

(2) At its discretion, the Provider may change the Software so that it no longer infringes the third party's rights but remains essentially equivalent, or procure the necessary right of use for the customer. Otherwise, §§ 13 and 14 apply.

§ 16 Data protection

(1) The Software and the Reader process invoice data exclusively in the customer's system environment. They do not transmit any data to the Provider; the license key is also checked without a connection to the Provider. There is therefore no processing on behalf within the meaning of Art. 28 GDPR.

(2) How the Provider processes the customer's data in the online shop and in the customer account is described in the privacy policy.

(3) Sample files that the customer transmits, for example with a defect report, are anonymised by the customer beforehand insofar as they contain personal data. The Provider uses transmitted files only to process the request and deletes them as soon as they are no longer required for this purpose.

§ 17 Changes to these terms

A contract is governed by the version of these terms valid at the time it was concluded. New versions apply only to contracts concluded afterwards, including the purchase of a new license after the end of the update period.

§ 18 Final provisions

(1) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of jurisdiction for all disputes arising from this contract is Offenbach am Main if the customer has no general place of jurisdiction in Germany or if the Provider is a merchant and the customer is a merchant, a legal entity under public law or a special fund under public law. The Provider may also sue the customer at the customer's general place of jurisdiction.

(3) Declarations relating to the contract may be made in text form, in particular by e-mail.

(4) Translations of these terms are for information only. Only the German version is legally binding.

(5) If individual provisions are invalid, the remainder of the contract remains valid. Section 306 BGB applies.