

## 1. Preamble

The Contractor accepts job orders, sells, leases, and delivers exclusively on the basis of these General Terms and Conditions of Business. The following terms and conditions shall apply to all services performed by the Contractor or a subcontractor identified by it in connection with this contract.

Verbally arranged modifications or amendments to this contract shall only be valid if they have been confirmed in writing by the Contractor.

As a rule, quotations are subject to change.

## 2. Delivery

Delivery is made at the Customer's expense and risk.

Scheduled delivery dates shall be considered merely rough estimations if no fixed-date transaction has been arranged. Force majeure or other unforeseen obstacles within the Contractor's sphere of responsibility or that of its subcontractor shall release the Contractor from compliance with the stipulated delivery period.

The basis for the creation of individual programs is the written description of services that the Contractor develops based on the documents and information provided to it and/or which the Customer provides.

## 3. Prices

The prices specified do not include sales tax if such is not explicitly stated.

Prices are charged in euros.

Shipment of program media, documentation, and descriptions of services takes place at the Customer's expense and risk. Training sessions and explanations desired by the Customer above and beyond these shall be invoiced separately. Insurance shall be purchased only at the Customer's request.

## 4. Payment

Invoices will be submitted directly following delivery whenever possible.

Payments are due without any deduction and free from other charges following invoice submission.

In the case of job orders that include several units, the Contractor shall be entitled to submit invoices following the delivery of each individual unit or service.

Payments received by the Contractor shall first be applied to compound interest, interest and incidental charges, then prejudgment costs (in the event these were necessary for the appropriate pursuit of legal action) such as costs for an attorney or collection agency called in, then the outstanding principal, beginning with the oldest debt.

In the event of default, the Contractor shall charge late payment interest at the rate normally charged by banks.

## 5. Ownership

The goods delivered shall remain the Contractor's absolute property until payment has been made in full (including interest and charges).

The contract shall be deemed rescinded when retention of title is claimed only if such is expressly declared.

In the event that goods are repossessed, the Customer shall be entitled to offset its transportation and handling fees that were incurred.

## 6. Quotation

The quotation is drawn up in good faith based on our expert knowledge; nevertheless, no guarantee can be provided regarding its correctness.

There is a charge for quotations. Any fee paid for the quotation shall be credited towards the total if an order is placed based on this quotation.

## 7. Dunning and Collection Charges

In the event of default, the Customer shall be obligated to reimburse the Contractor for all of its expenditures for prejudgment costs (insofar as these were necessary for the appropriate pursuit of legal action) such as attorneys' fees and collection agency fees.

Insofar as the Contractor pursues the dunning itself, the Customer shall be obligated to pay a sum of €10 per dunning letter sent.

## 8. Guarantee, Warranty, and Liability

Should a defect be detected in the delivered goods, the Customer can initially only demand this be corrected or that the goods be replaced, unless the correction or replacement is impossible or would be associated with a disproportionately high expense for the Contractor in comparison to another remedy. Whether this is the case also depends on the value of the goods without defect, the severity of the defect, and the inconveniences associated with the other remedy for the party undertaking such. The Contractor shall be obligated to perform the correction or the replacement within a reasonable period after the Customer hands over the goods.

If both correction and replacement are impossible or associated with a disproportionately high expense for the Contractor, the Customer shall have the right to a reduction in the price or, insofar as the defect concerned is not insignificant, the right of rescission. The same shall apply should the Contractor refuse to perform the correction or replacement or does not undertake such within a reasonable period, should these remedies be associated with significant inconveniences for the Customer, and should it be unreasonable to expect them of the Customer due to compelling reasons attributed directly to the Contractor.

In the case of real property, the Customer must assert its guarantee rights in court within six months. This provision shall not apply to consumer transactions according to the Consumer Protection Act (KSchG).

Wear parts and accessories (e.g. data media) are excluded from guarantees as are repairs as the result of unauthorized tampering by third parties. Should the items that are the subject of the contract be employed in combination with third-party devices and/or programs, a guarantee shall exist for functional and performance defects in the items that are the subject of the contract only if such defects are also detected separate from any such combination.

Additional warranty coverage may be purchased above and beyond the scope of the guarantees. These terms and conditions shall also apply to these warranties. In the case of such a warranty, the Contractor hereby states that the Customer's guarantee rights shall not be limited by this warranty.

Should used, movable goods be delivered or sold to the Customer by the Contractor, the Customer must assert its guarantee rights in court within one year, insofar as the details of these are agreed to in writing.

If a significant defect in the software program is to be dealt with by the Contractor, the Customer shall be obligated, for purposes of a more precise examination of any potentially occurring errors, to make the computer systems, software programs, records, diagnostic documents, and data it uses available to the Contractor to an adequate degree for testing purposes during regular working hours, free of charge, and to assist the Contractor.

## 9. Rescission

In the case of failure to accept promptly or other good cause, in particular such as the Customer's bankruptcy or dismissal of bankruptcy due to lack of assets, as well as in the case of payment default by the Customer, the Contractor shall be entitled to the rescission of the contract insofar as it has not yet been performed in its entirety by both parties.

In the case of default by the Customer, the Contractor shall be released from any and all further service and delivery obligations. Should the Customer rescind the contract without being entitled to do so or should it demand cancellation of the contract, the Contractor shall have the option of insisting on the performance of the contract or consenting to the cancellation of the contract.

## 10. Offsetting

The Customer hereby waives the option to offset charges. However, this shall not apply with respect to consumers in the event of the Contractor's insolvency or in the case of counterclaims that are legally interconnected, or have been upheld or recognized by a court of law. In such cases, the consumer shall have the option to offset charges.

## 11. Force Majeure

Events of force majeure or other unforeseen obstacles within the Contractor's sphere of responsibility shall release it from compliance with the stipulated obligations (e.g. business and traffic disruptions) within the Contractor's scope of involvement. Events of force majeure and unforeseen events shall relieve the Contractor from being required to perform the service for the duration of the impediment without entitling the Customer to reduce the price.

## 12. Copyrights, Ancillary Copyrights, and Use

The Contractor shall remain the holder of all copyrights and ancillary copyrights to the software/database, including the accompanying documents. This shall also apply should the Customer modify or adapt the software or combine it with other software with the provider's consent.

Existing markings, copyright notices, or indications of ownership by the provider may not be eliminated or modified by the Customer.

The software is intended for the Customer's own use only. Once the stipulated fee is paid, the Customer shall receive solely the right to use the software exclusively for its own purposes and only on the scale of the number of licenses purchased for the hardware specified in the contract for concurrent use at several workstations.

The Contractor and/or its licensors shall be entitled to all copyrights to the stipulated services (programs, documentation, etc.). This contract merely grants the Customer the use of the product.

The Customer shall be permitted to make copies for archiving or data backup purposes only after receiving prior written consent from the Contractor, under the condition that no express prohibition by the licensor or third parties is contained in the software and that all copyright and ownership notices are transferred to these copies without any changes.

## 13. Data Protection and Change of Address

The Customer hereby grants its consent that the personal data contained in the sales contract can be stored and processed by means of automated systems by the Contractor in fulfillment of the contract.

The Customer shall be obligated to notify the Contractor of changes to its residential or business address until the legal transaction that is the subject matter of the contract has been executed in its entirety by both parties. Should the notification fail, statements shall also be considered as received if they were sent to the last known address.

## 14. Place of Jurisdiction and Applicable Law

The territorial jurisdiction of the court having substantive jurisdiction for the Contractor's business headquarters is hereby explicitly stipulated as that applicable for any disputes that arise.

Substantive German law shall apply. Application of the UN Convention on the Sale of Goods is excluded. The jurisdiction of German courts is hereby stipulated.

Should any individual provisions of these General Terms and Conditions of Business be or become invalid or null and void, the validity of the remaining provisions shall not be affected thereby.