

§ 1 General, Scope of Terms

Our General Terms and Conditions apply to all business relations with companies and other persons according to Article 310 of the German Civil Code (BGB). They apply exclusively to all businesses of effecton GmbH.

Any diverging terms and conditions of our client shall not become part of the contract unless we have explicitly confirmed their applicability.

§ 2 Conclusion of contract

- (1) Our offers are subject to change.
- (2) The placing of orders by our client is binding. We are authorized to accept or reject the offer of contract enclosed within the order placement within two weeks or receipt.
- (3) A contract with us is only concluded and with the content of our order confirmation.

§ 3 Prices, Payment

- (1) Unless otherwise agreed, we calculate our services in relation to the time involved according to our usual remuneration, our expenditure, in particular for travel which is to be invoiced additionally.
- (2) Unless otherwise agreed, our invoices are due for immediate payment and in full.
- (3) Your set-off against our claims is only permissible with claims determined to be legally valid or recognised by us.

§ 4 Execution of services agreed on in the contract

- (1) We are authorized to use personnel of our choice to fulfil the contract. The personnel used to fulfil the contract are subject exclusively to our instructions.
- (2) Should there be any deviances from the client's requirements, we are authorized to adjust the agreed service accordingly or deviate from it.

§ 5 Clients' obligations of cooperation

- (1) Our client will impart to us all required and useful information for the execution of our services, submit the relevant documents and ensure the participation of expert employees. Our client will name the employee or employees to us, who can represent the client to us bindingly.
- (2) The planning, design and implementation of the logistic systems will be supported where necessary and sensible by our client for preparation and execution, in particular the client will provide us with the required facilities for the execution of the contract on site at their cost.
- (3) If we have to operate in the offices of our client, the employees employed by us will be guaranteed access to all premises involved in the services. Our client, if needed, will provide us with rooms that are free of charge and protected from the intrusion of unauthorized personnel, in particular for the storage of papers, documentation and data carriers.
- (4) Our client is responsible for the proper usability and availability of the necessary equipment and programmes. Before work is undertaken by us on client's equipment or programmes, our client shall save all programmes and data independently and on external data carriers.
- (5) If it is necessary to install software at our client for the execution of the contract, they must have/or purchase the license rights.
- (6) Our client acknowledges the licensing and copyright conditions of the respective manufacturer of the third party software delivered by us.
- (7) Our client must guarantee the necessary timely cooperation of its related companies. This applies above all to the provision of all necessary performance prerequisites and information or data as well as necessary human resources. We bear no responsibility, especially if a lack of cooperation leads to delays or disturbances in delivery.

§ 6 Title retention

- (1) If we should leave software or other items in our property to the customer for the execution of the contract, the software remains our property until all outstanding debts in the current business relationship have been paid in full.
- (2) Our client is obligated to immediately notify us of access of a third party to our items, especially of software or their damage or their destruction.
- (3) Our client is not authorized to dispose of our items, in particular the software.

§ 7 Claims due to deficiencies, statute of limitation

- (1) Deficiencies must be reported to us in writing without delay, at the latest one week after the deficiency has become apparent.

- (2) Claims which are not based on the delivery of our services as agreed upon by the contract are subject to a limitation period of one year following the delivery of the service; with the exception of injuries to life, limb or health or for losses arising from a grossly negligent breach of duty on the part of the users.

§ 8 Limitation of liability

- (1) In case of slight negligence of any obligations of the contract, our liability is limited to the imminent average damage, predictable and typical for the type of service to be delivered. This also applies to slightly negligent infringements of obligations by the legal representatives or vicarious agents.
- (2) Our liability is restricted to € 1m per damaging event.
- (3) The aforementioned liability limitations do not apply to liability for damages arising to injury to life, body of health.

§ 9 License and copyright

- (1) Our client is obligated to keep to the license and copyright conditions from us, the manufacturers and our suppliers.
- (2) The client is authorized to use the programmes, drawings, tables, diagrams, process descriptions and other documentations for the contractually intended purpose in order to execute the contract. All copyrights and any further rights of use remain with us. The client is not permitted to take part in usage that goes beyond the necessary contractual agreement such as application, reproduction and the handing over to a third party.
- (3) If a copyright law arises through our work, our client will receive, if this is required for the contract execution, a simple, non-transferable right of use in the context of his/her business. The transfer of property rights, copyrights and rights of use shall only be granted, incidentally, in exchange for an appropriate remuneration.

§ 10 Confidentiality and data protection

- (1) Information that is transferred in the course of this agreement by one contractual party to the other is strictly confidential. Our client agrees to maintain secrecy with respect to all facts that they come to know in connection with the order for the entire duration of the contract.
- (2) Without our express written consent it is not allowed to copy, transfer, remove, pass on or disclose to a third party documents and confidential information of whatever kind, in whole or in part.
- (3) After completion of the respective order, our client is obligated to return all the necessary documents with confidential information to us.

§ 11 Cancellation

- (1) The contract shall be concluded for an indefinite period. It can, unless otherwise agreed, be terminated by both parties by giving a three months' notice by the end of month.
- (2) The right to extraordinary termination of the contract for good cause remains unaffected.
- (3) The notice of cancellation must be made in writing.

§ 12 Final provisions

- (1) Our clients grant us permission to name them as reference while maintaining strict confidentiality provisions.
- (2) Agreements which deviate from these General Terms and Conditions must take place in written form.
- (3) Court of jurisdiction for all disputes resulting from this contractual relationship is the head office of effecton GmbH. We are also authorized to sue our customer at his/her registered location.
- (4) Should individual provisions of these terms and conditions are or become invalid either in whole or in part, the validity of the other regulations is not affected. In such a case, the contractual parties shall agree upon an amicable solution.

As of 24.03.2004