

## General Terms of Sale – February 2013 Version

### 1. General – Scope of Application

The present order terms apply to all present and future business transactions.

Deviating, contrary or supplementary General Terms of Sale of the buyer (hereafter the Buyer) are not a part of the order even when we have knowledge of them unless their validity was explicitly agreed in writing. This also applies if the supplier (hereafter the Supplier) manufactures the product or performs the service without objections in the knowledge of terms of the Buyer contrary or deviating from his terms of sale. The order terms apply only to companies, legal persons of public law or public sector funds in the sense of Sec. 310 BGB.

### 2. Order Issue

Offers of the Supplier are without obligation. With the order for the product or service, the Buyer bindingly declares his intention to issue the order. The Supplier is entitled to accept the offer underlying the order within two weeks from receipt. The confirmation may be declared in writing or by supplying the product or performing the service vis-à-vis the Buyer.

### 3. Confidentiality and Right of Retention

The Contract Parties and their employees shall keep all business transactions and activities of the opposite party confidential. Confidential information furnished during the order process must be clearly designated confidential. The legal provisions on data protection must be observed. The transfer of confidential information to third parties outside the company or its reproduction without the prior written consent of the opposite Contract Party is not permitted.

The Contract Parties shall return all documents belonging to the opposite Contract Party on completion of the respective order. This obligation applies to the Supplier after the full payment of the agreed price.

This shall not apply to required back-up copies made by the receiving Contract Party as part of central data back-up if these copies cannot be deleted in a reasonable manner. The receiving Contract Party shall ensure that there is no access to confidential information saved in the form of back-up copies. Confidential information which was submitted to external attorneys, certified tax accountants or auditors who are obliged to maintain confidentiality shall be exempt from being returned (or deleted). This exemption shall also apply to information which must be retained in accordance with the laws valid for the receiving Contract Party.

### 4. Cooperation Duty of Buyer

The Buyer is obligated to supply to the Supplier in good time before the start of order processing all documents and information required for order completion and to appoint a competent contact party for the period of order completion. Late deliveries due to the belated supply of documents or the non-appointment of a contact party are at the expense of the Buyer. The latter is also responsible for the contents and technical quality of documents and information supplied. The Supplier does not verify the contents. The Buyer must inform or supply to the Supplier the specifications customary in the industry of the Buyer (safety standards deviating from normal safety standards, industry-typical terminology etc.). The Buyer must adequately protect himself from data loss through comprehensive data backup prior to new installations or changes by the Supplier of the installed software in line with the current state-of-the-art. The Buyer must also install a current virus protection program. If considered necessary by the Supplier, the Buyer will supply a test environment (hardware with current software version, in particular the operating system and the matching server software reflecting future operating conditions).

### 5. Price

The price agreed in the individual contracts shall apply. These are exclusive of traveling time, accommodation and travel costs or VAT where applicable. Third-party licensing fees, shipping costs, installation, training, and other ancillary services are not included in the price. Supplementary services not quoted in the offer must be paid for separately. This applies in particular to additional services of the Supplier resulting from subsequent alteration requests of the Buyer. Partial services will be billed monthly and are due 14 days from date of presentation of invoice.

If the Buyer is in arrears with payment, late-payment interest of 8 % above the basic interest rate may be claimed. When the payment term is exceeded, late payment interest may also be charged without separate notice. The Supplier reserves the right to prove and claim a greater damage from delay. He may apply payments initially to older debts and accessory claims. The Buyer has the right to offset only if his counterclaims have been declared legally final or are acknowledged by the Supplier. Payment claims of the Supplier lapse 5 years from date of goods acceptance.

### 6. Delivery Dates, Delivery Periods and Contract Frustration

Binding delivery dates must be confirmed in writing. Late deliveries resulting from delayed cooperation services of the Buyer, force majeure, labor disputes or other circumstances beyond the control of the Supplier are not the responsibility of the latter.

In the case of delays resulting from changes to the order by the Buyer, incomplete preconditions for product application by the Buyer or due to problems with products of third parties that are not vicarious agents of the Supplier, the delivery or performance dates shall be accordingly extended. The resulting delivery delay shall be at the expense of the Buyer.

### 7. Acceptance

The Supplier shall supply interim results (on completion of separate portions of an order) as well as the final result (on completion of the order) to the Buyer for acceptance. The Buyer undertakes to issue to the Supplier either a written acceptance confirmation or a written claim within 14 days. After 14 days, the acceptance declaration is considered issued if no advice to the contrary has been received by the Supplier.

### 8. Right of Use

On receipt of the final payment, the Supplier grants the Buyer an exclusive (excepting the Supplier) right of use for the order results supplied to the Buyer. A simple non-transferable right of use is granted for order results that are part of the business of the Supplier. If the order result is deposited in reports, data media, samples or other records, their ownership passes to the Buyer on receipt of the final payment of the Buyer by the Supplier.

When using records of the Buyer, the Supplier assumes that these are not encumbered by rights of third parties or that the Buyer holds the licensing and user rights required for the order. To this extent, the Buyer undertakes to keep the Supplier clear from claims of a third party. The Buyer undertakes to declare copyrights or proprietary rights of third parties when using the results of the order.

### 9. Warranty

Defects in deliveries or services are remedied by the Supplier free of charge within a warranty period of 12 months from delivery or acceptance, at his choice either by repair or remanufacture following a respective notice by the Buyer. Claims involving only minor defects are not entertained, in particular if they do not have any effect on the agreed purpose of use. The brief warranty period does not apply in the case of gross negligence of the Supplier as well as in the case of injuries to life and limb or to the life of the Buyer if attributable to the Supplier. The liability of the Supplier under the Product Liability Act remains unaffected.

If the Supplier formally and finally refuses performance, refuses to repair the defect or supplementary performance due to disproportionately high costs, if supplementary performance fails or is not reasonable to the Buyer, the Buyer may at his choice demand a lower product price (reduction) or the rescission of the contract (withdrawal) and compensation under the liability limitations (Item 10) in the place of performance.

If defects are maliciously concealed or a guarantee for the quality is assumed, further claims remain unaffected. The Supplier does not issue a guarantee in the legal sense to the Buyer.

### 10. Liability

In the event of slight negligence, the liability of the Supplier shall be limited to the predictable, contract-typical and direct average damage foreseeable for the kind of product or service in question. This also applies to the legal representatives of the Supplier and his vicarious agents. For breaches of minor contract obligations due to slight negligence, the liability of the Supplier is excluded. Liability for the data loss is limited to the typical cost for their recovery. The limit is a function of the damage that would have resulted if reasonable safety measures (e.g. production of backup copies) had been taken.

The above limitations of liability do not affect product liability claims of the Buyer. These limitations furthermore do not apply to injury of life and limb attributable to the Supplier or to the loss of life of the Buyer if attributable to the Supplier. In all other cases, the liability of the Supplier is excluded. This also applies to data loss and other consequential damage.

### 11. Final Provisions

The laws of the Federal Republic of Germany shall apply. The exclusive jurisdiction for all disputes resulting from this Agreement is the seat of the Supplier. Should individual provisions of this Agreement with the Buyer including the present General Terms of Sale be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. A provision invalid in whole or in part shall be replaced by another which in economic terms comes as close as possible to the invalid one.