

General Terms of Payment and Delivery of IT Gesellschaft für Informationstechnik mbH

(valid as of 01.01.2002)

1. Application of terms

1.1. The following terms apply to all legal transactions with us, deliveries and other services. On placement of an order or acceptance of goods supplied the buyer recognises the exclusive application of our terms, even in the case of conflicting wording in the latter's business or purchasing terms, unless otherwise agreed in writing. Third-party terms are herewith expressly contradicted. If the customer does not accept these general terms of payment and delivery, he/she must draw attention to this fact immediately in written form in a separate communication.

1.2. Promises, sub-agreements and changes to the contract require our written confirmation to be effective.

2. Offers, order confirmations

2.1. Our offers are subject to change, errors excepted. The buyer shall be bound to placed orders for 4 weeks. The order is only considered as accepted once it is confirmed by us in writing or is executed.

2.2. Illustrations and specifications in brochures, advertisements etc. are only approximate, insofar as they are not expressly designated as binding. We reserve the right to change models, designs or features, insofar as these changes are not of a fundamental nature and the contractual purpose is only restricted to a negligible extent.

3. Prices, shipping

3.1. All prices quoted are net. The customer shall pay the additional VAT at its respective statutory rate.

3.2. Prices are ex works. These are exclusive of the costs of packaging and shipping ex works as well as of set-up and installation.

3.3. Insofar as a longer delivery time than 4 months from contract conclusion has not been agreed, the prices valid at the time of delivery will be charged.

3.4. Deliveries to foreign destinations, if not agreed otherwise, will carry an export surcharge. This amounts to 3% of the value of the goods, however at least EUR 15.00.

3.5. Shipping and transfer of risk. All shipments including any returns are at the expense and risk of the buyer. Insurance shall be executed at the request of the buyer and at his expense. Shipping route and means, if not agreed otherwise, are at the seller's discretion. If shipping is delayed through no fault of the seller's, the goods will be stored at the expense and risk of the buyer. In this case, notification of readiness for shipment is of equal

status as shipment. Furthermore, on transfer of goods to a shipper or forwarding agent, however at the latest on leaving the warehouse or on seizure of the goods, the risk is transferred to the buyer. Expressly required means of shipping are always at the expense of the buyer. Complaints regarding the scope or nature of the delivered goods must be notified in writing within 2 working days, otherwise the objection is excluded.

4. Delivery deadlines, acts of God

4.1. Delivery deadlines and dates are considered only as approximately agreed, unless the seller has expressly specified a written promise as binding. Part deliveries are permissible if reasonable.

4.2. Agreed delivery times can only be observed given fulfilment of the buyer's obligations (e.g. furnishing in full of any documents to be supplied, rendering of an agreed advance payment. In the case of subsequent change or addition wishes on the part of the buyer, the delivery time will be extended appropriately.

4.3. The delivery deadline is observed if, up to its elapsement the goods were notified to the buyer as shipped or ready for shipment.

4.4. Furthermore, we are entitled to defer delivery by the period of a delay or to withdraw completely or partially from the contract in the case of an act of God, inability through no fault of our own or our suppliers, operational faults, lack of personnel due to sickness and accidents, non-delivery by supplier or similar. In particular, acts of God include war, riots, interventions of a higher authority, fire, measures as part of labour disputes, especially in the case of strikes or lockouts, lack of raw material or energy supplies and shortages of necessary building components.

4.5. Delivery deadlines shall be extended by the period in which the buyer defaults on his contractual obligations, also from other contracts.

4.6. The right of the buyer to withdrawal or compensation due to non-fulfilment in the case of wilful intent or gross negligence following the fruitless expiry of a statutory period of grace accorded the seller remains unaffected. For the rest, no damages are allowed.

4.7. In the case of a binding deadline promise, in the event of delivery default and after setting an appropriate period of grace the customer can withdraw from the contract or claim compensation due to non-fulfilment insofar as we can

be charged with the origination of the damage due to wilful intent or gross negligence. Liability is limited to double the order value. Further claims, especially compensation for damage of any kind, including consequential damage, are for the rest excluded.

4.8. We reserve the right in respect of the consumer, not to deliver the goods until two weeks have elapsed since signing the contract.

5. EU import turnover tax and other tax details

5.1. Insofar as the buyer is domiciled outside the Federal Republic of Germany, he is obliged to observe the regulations in respect of the import turnover tax of the European Union. He must notify us voluntarily of his turnover tax identification number and, if necessary its change. On request he is obliged to provide information on his capacity as entrepreneur, the use and transportation of the delivered goods as well as in respect of the statistical notification requirement.

5.2. The buyer is also obliged to reimburse us for outlay and costs entailed to us due to omitted or inadequate details regarding import turnover tax.

5.3. We decline liability for the consequences of inadequate or omitted details by the customer regarding import turnover tax, unless we are culpable of wilful intent or gross negligence.

5.4. The same applies insofar as the specification of further tax numbers is demanded by statutory regulations.

6. Buyer's acceptance default

6.1. If the buyer does not accept the goods, we are entitled to withdraw from the contract or demand compensation due to non-fulfilment following fixing and fruitless expiry of a period of grace of 14 days. In the latter case we can demand 15% of the purchase price in compensation without proof insofar as it is not proven that only minor damage has occurred. The right is reserved to assert a claim for verifiably higher damage.

6.2. Instead of asserting these rights after fixing and fruitless expiry of an appropriate period of grace, we are entitled to otherwise dispose of the goods and supply the buyer wby a suitably extended deadline.

6.3. If shipping is delayed at the request of the buyer, we are entitled, beginning one month after notification of readiness for shipment to invoice the buyer for the incurred warehousing costs, given storage on our premises of

however at least 1% of the invoice amount for each month.

7. Payments

7.1. All invoices for goods transactions are payable within 7 calendar days net without discount insofar as not otherwise agreed in writing. Payments credited to our account to the invoice amount are considered as settled. We only accept bills of exchange by prior agreement. Credits for bills of exchange and cheques are always subject to encashment, at the rate on the day on which we could permanently avail ourselves of the counter value. Bank discount and other exchange costs are chargeable to the buyer.

7.2. Offsetting is only permissible in the case of uncontested or legally established counterclaims.

Withholding of payments by the buyer due to counterclaims from other contractual relations is excluded.

7.3. Under waiver of §§ 366, 367 BGB (German Civil Code) and notwithstanding any provisions to the contrary of the buyer, we define which accounts receivable are fulfilled by the buyer's payment.

8. Retention of title

8.1. The delivered goods remain our property until settlement of all our accounts receivable arising from the business connection with the buyer. They may only be resold in the proper course of business either for a cash payment or transfer of the retention of title. The buyer herewith assigns to us in advance up to full settlement of all our accounts receivable from him for good delivered or other services, the accounts receivable arising from the sale of goods to the full amount with all ancillary rights. We herewith accept this assignment. The buyer remains entitled to collection of these accounts receivable, however only insofar as he fulfils his obligations to us. He must immediately transfer collected amounts to us insofar as our accounts receivable are due. At the demand of the buyer we will release the accounts receivable transferred to us according to the aforesaid conditions insofar as their amount exceeds by more than 20% that of the accounts receivable to be secured to us.

8.2. In the event of impairment to our retention of title by third parties, in particular in the event of seizure or attachment of the goods, the buyer must notify us immediately by sending the documents available to him (e.g. bailiff's return) and advise the third party of our retention of title. Costs incurred by us by legal impairment will be charged to the buyer.

8.3. As long as retention of title prevails, the buyer is not entitled to

pledge the delivered goods, to transfer title for securing a debt or otherwise cede them to other persons beyond the proper course of business.

8.4. The buyer pledges to correctly warehouse the goods belonging to us and to insure them properly.

9. Default on payment

9.1. If the customer considerably infringes his obligations arising out of the contractual relationship or if facts become known that justify serious doubt regarding the customer's creditworthiness and/or after the contract is concluded his/her financial standing in fact deteriorates or legal insolvency or bankruptcy proceedings are initiated, the entire residual debt will be due immediately, also insofar as bills of exchange with a later maturity date are pending. From commencement of default onwards we are entitled to demand interest at a rate of 4% above the respective bank rate of the Deutsche Bundesbank. Default interest is to be set higher or lower if we provide evidence of a higher interest rate charge or the customer a lesser one. The right is reserved to assert a claim for further damage.

9.2. Furthermore, in the event of the buyer's conduct contrary to the contract especially in the case of payment default, we are entitled to reclaim the goods under retention of title. In this case the buyer pledges to release the goods to us or an authorised third party or to return us the goods carriage paid. Assertion of the retention of title as well as attachment of the goods by us, does not constitute withdrawal from the contract insofar as the instalment act does not decree otherwise. The return shipment of the goods is at the risk and expense of the buyer.

9.3. Payments are to be rendered at the latest within 30 days of the invoice date in cash and in full. If the buyer defaults on payment, we can charge default interest to the amount of 8 % for companies and 5 % for consumers above the respectively applicable basic interest rate of the European Central Bank. The right is reserved to assert a higher default claim.

10. Warranty

It is agreed in principle that the properties and condition of the goods are solely defined by the manufacturer's product description. Public statements, promotions or advertising by the manufacturer do not constitute a contractual properties specification of the goods. Other or further properties and/or features or a further purpose are only then considered as agreed, if they are expressly confirmed by us in writing.

10.1. In the event of defective goods or services as well as the absence of promised qualities, we pledge at our discretion to rectify free of charge or replace the defective parts. Our warranty obligations can also be fulfilled by us in that we replace modules with substitute modules. Replaced parts become our property. The customer grants us at least two rectification attempts per defect.

10.2. The warranty period for the consumer pursuant to § 13 of the German Civil Code is 24 months, for companies pursuant to § 14 of the German Civil Code, 12 months, for used goods, always 12 months. Excepted from the warranty are wearing parts, kits and parts kits, insofar as the buyer intervenes in these – in the case of software, during programming. Any obvious defects are to be notified immediately in writing, at the latest within 2 weeks after receipt of the goods. The same applies for hidden defects established at a later date, otherwise all customer rights in this respect are forfeited. § 476 of the German Civil Code hereby remains unaffected.

10.3. For externally supplied or device deliveries not changed by us to a considerable extent, we assume liability only to the extent of our warranty claims on the respective pre-supplier, we fulfil this warranty by transferring our claims on the pre-supplier to the buyer. 10.4. If rectification or replacement is not possible, has failed or is unreasonable, our liability is thus limited at most to the invoiced amount for the delivered goods. At his discretion, the customer can demand a reduction in payment or rescission of the contract. Further claims, in particular compensation of damage of any kind including the consequential damage of defects are excluded, except in the case of wilful intent or gross negligence by us or our agents.

10.5. The exemption from liability also includes any replacement claims based on extra-contractual liability, furthermore any liability for all proposals and/or advice, omissions, instructions as well as for infringements of any contractual or other ancillary obligations within the framework of contract negotiations, except in the case of wilful intent or gross negligence by us or our agents.

10.6. Replacement will not be granted for defects caused by incorrect handling or operation, neglected or incorrect maintenance, non-observance of set-up conditions, unsuitable lubricants, spare parts not approved by us, shipping damage or unusual influences. Warranty claims are also excluded if repairs or changes to the delivered goods are not

performed by bodies expressly authorised for the purpose or parts or devices are built in or attached that are not approved by us.

10.7. We are not liable for consequential damage caused by our products, except in the case of wilful intent or gross negligence; in commercial dealings moreover liability for gross negligence on our part or that of our agents, with the exception of the management, is excluded.

10.8. In the case of ordinarily negligent infringements of obligation, our liability is limited to the foreseeable, contract-specific, direct average damage corresponding to the type of our performance. In the case of ordinarily negligent infringements of minor contractual obligations our liability is excluded. Insofar as liability in our respect is excluded or limited, this also applies in respect of the personal damage liability of our white and blue-collar employees, associates, representatives and agents.

10.9. The aforesaid liability limitations do not apply to claims by the buyer according to the product liability act and for claims due to bodily and health damage or in the case of loss of the buyer's life.

10.10. In commercial dealings, further liability for gross negligence on our part or that of our agents, with the exception of the management, is excluded.

10.11. If the delivered goods cannot be used as specified in the contract by the buyer due to culpable breach of the ancillary obligations incumbent on us, e.g. due to omitted or incorrect advice or instruction, the provisions under sub-clause 10 apply for our liability to the exclusion of further claims. We shall be liable furthermore in the event of breach of ancillary obligations or impermissible action only in the case of wilful intent or gross negligence.

10.12. In commercial dealings further liability for gross negligence on our part or that of our agents, with the exception of the management, is excluded.

11. Covenant of non-assignment
The buyer's rights arising from the transactions concluded with us are not transferable.

12. Data protection
The buyer is agreed that his/her personal details acquired through the business association are stored in our EDP system and automatically processed, otherwise he/she must express his/her objection in writing.

13. Proprietary rights
When we perform commissions according to the customer's drawings and/or specifications we do not assume liability for the infringement of any proprietary

rights of third parties. The customer releases us from all claims of third parties.

14. Invalidity clause

Should one of these provisions be wholly or partially ineffective, the effectiveness of the remaining provisions will not therefore be affected. Ineffective provisions shall be replaced by effective provisions closest in spirit to the striven economic purpose.

15. Place of jurisdiction and applicable law

NUREMBERG is agreed as place of jurisdiction for all disputes with general merchants pursuant to the German Commercial Code, juristic persons under public law or special funds under public law. The same place of jurisdiction applies if the buyer possesses no general place of jurisdiction within the country, after contract conclusion has relocated his domicile or usual place of residence abroad or his domicile or usual place of residence at the time of filing the action is unknown. We are however entitled to bring an action at the buyer's domicile. Place of performance for our delivered goods and services as well as for payments by the buyer is the headquarters of our company in Kalchreuth. For these business terms and all legal relations between us and the buyer, the law of the Federal Republic of Germany applies. Application of the standard International Purchase Law (EKG and EAG) as well as the standard UN Sale Law (CSIG) is excluded.