

§ 1 Scope of application

(1) These terms and conditions shall exclusively apply to companies, legal entities under public law or special funds under public law in terms of § 310 Section 1 of the German Civil Code (BGB). Conditions of the buyer contrary to or deviating from our terms and conditions shall only be accepted if we have expressly agreed to their validity in writing.

(2) These terms and conditions shall also be applicable to all future business transactions with the buyer if these are related legal transactions.

§ 2 Offer and conclusion of contract

(1) Our offers are subject to change without notice. The right to technical changes shall be reserved in a reasonable manner.

(2) If an order is to be considered as an order pursuant to § 145 BGB, we can accept it within two weeks.

(3) Orders are only considered as accepted if we have confirmed them in writing or the goods and/or other services are provided by us according to the order. The order confirmation given in written form shall be the decisive basis of the contract. All additional agreements and any subsidiary agreements shall only be binding if confirmed by us in writing. Oral agreements not confirmed in writing shall not be legally effective.

§ 3 Documents provided

We reserve the property rights and copyrights to any documents such as calculations, drawings etc. provided to the buyer in connection with the contract awarded. These documents shall not be made accessible to third parties unless we have given our explicit consent in writing. If we do not accept the buyer's offer within the term specified in § 2, the documents shall be returned to us immediately.

§ 4 Delivery

(1) The binding deadlines for goods and services must be confirmed by us in writing.

(2) The delivery period stipulated by us begins when the buyer has fulfilled his obligations in due time and properly. The right of pleading non-performance of the contract shall be reserved.

(3) Adherence to the delivery period stated by us is subject to the proviso of proper and timely delivery to us by our sub-suppliers. In the event of non-availability of goods ordered by the buyer, we will notify the buyer immediately.

Unforeseen events beyond our control shall extend the period of delivery for the duration of the hindrance and a reasonable time thereafter; this also applies in case of a strike or lockout. If the hindrance is not expected to end within a reasonable period of time, we shall be entitled to withdraw from the contract, in whole or in part, without obligation to supplementary performance. In this case damage claims by the buyer shall be excluded.

(4) In the event that the buyer is in default of acceptance or does negligently not meet other cooperation obligations, we shall be entitled to claim compensation for any damage caused to us thereby, including any additional expenditure. The right to further claims shall be reserved. If the aforementioned conditions are fulfilled, the risk of an accidental loss or accidental deterioration of goods shall pass to the buyer at that time when the latter is in default of acceptance or in debtor's delay.

(5) Extended liability pursuant to § 287 BGB shall be excluded.

§ 5 Software

(1) The software shall be preinstalled for the buyer in the agreed quantities, optionally on a data medium or on intra-hardware storage units. The software documentation shall be provided to the buyer at our discretion as print product or in the same way as the software.

(2) The buyer shall have the non-exclusive right to use the software for an indefinite time. The software with the same software serial number may only be stored on one system unit. Otherwise, the software shall only be used for the purpose specified in the software documentation. The software of third manufacturers shall additionally be subject to their special licensing terms.

(3) The user shall immediately make a backup copy of all the software (excluding embedded software, firmware etc.). For his purpose, he shall also reproduce alphanumerical designations, trademarks and copyright notes without any changes and keep records on the whereabouts of the copies which we may inspect upon request. Any further reproduction of the software and/or documentation beyond this shall not be admissible.

(4) The buyer shall impose respective obligations concerning the software on any of his customers and not grant any rights beyond the scope of use granted.

(5) All industrial property rights and copyrights shall be reserved to the respective holder.

(6) The use of correction/modification states and updates shall be subject to the above terms and conditions.

§ 6 Transfer of risk upon shipment

If the goods are shipped to the buyer upon his request, the risk of accidental loss and accidental deterioration of the goods shall be transferred to the buyer on the date of shipment, at the latest however when the goods leave the works/warehouse. This shall apply irrespective of whether the goods were dispatched from the place of performance or who bears the freight costs.

§ 7 Default of acceptance

(1) If the buyer does not accept the goods within a given period of grace or expressly declares that he does not intend to accept the goods, we shall be entitled to withdraw from the contract or to claim damage compensation for non-performance.

(2) As compensation for damage due to non-performance resulting from default of acceptance, we may claim 30 % of the order value without deductions unless the buyer proves that no damage has occurred or the amount of the damage is lower. Our right to prove and to claim damage higher than 30 % of the order value shall remain unaffected by this.

(3) In the event that the buyer is in default of acceptance, the risk of an accidental loss or accidental deterioration of the goods shall also be transferred to the Buyer.

§ 8 Prices and payment

(1) The prices are quoted in the valid order confirmation or in the price list valid on the date of the supply of goods or services. Unless otherwise agreed in writing, our prices ex works/warehouse, excluding packing and shipping costs, plus the respective VAT shall be applicable. Packing and shipping costs shall be invoiced separately.

(2) If our purchases from the sub-supplier are subject to the risk of exchange rate fluctuations, we shall reserve the right to respective price adjustments if the exchange rate changes.

(3) The prices offered for the job performance shall be valid for a period from Monday to Friday between 8:00 AM and 5:00 PM unless otherwise expressly agreed. Any work performed outside the stated hours shall be invoiced with a surcharge quoted in the valid order confirmation or the respective valid price list.

(4) The purchase price shall only be paid into the account stated by us. Cash discount may only be deducted upon special written agreement.

(5) Unless otherwise agreed, the purchase price shall be payable immediately after receipt of the invoice. Default interest will be charged at 8 % above the respective base rate per annum.

(6) If the fulfilment of the claim for payment is at a risk due to a deterioration of the buyer's financial circumstances after the conclusion of the contract, we shall be entitled to request advance payment and the immediate payment of open accounts and invoices not yet due and withhold goods not yet delivered.

(7) Unless no fixed prices have been agreed, the right to reasonable price changes due to changed labour, material and shipping costs for deliveries made three or more months after conclusion of the contract shall be reserved.

§ 9 Reservation of title

(1) We reserve the title to the delivered goods until all payments under the contract of delivery have been received in full. This also applies to all future deliveries, even if we do not always expressly refer to this fact. We shall be entitled to take back the goods if the buyer acts contrary to the terms and conditions of the contract.

(2) The buyer shall handle the goods with care until the title is transferred to him. He, in particular, undertakes to insure them adequately at replacement value against theft, fire and water damage at his own expense. As long as the title has not been transferred to the buyer, he must notify us immediately in writing if the delivered item has been seized or is subject to any other interference by a third party. If the third party is not able to refund the judicial and extra judicial costs of a claim pursuant to § 771 of the German Code of Civil Procedure (ZPO), the buyer shall be liable for our loss resulting from this.

(3) The buyer shall be entitled to resell the goods supplied under reservation of title in the ordinary course of business. The buyer shall already now assign to us the receivables from the resale of the goods under reservation of title in an amount identical to the final invoice amount (incl. VAT). This assignment shall be valid irrespective of whether the purchased goods are resold before or after processing. The buyer shall also be authorized to collect the receivables after the assignment. Our authority to collect the receivables ourselves shall remain unaffected thereby. We however undertake not to collect the receivables as long as the buyer meets his payment obligations from the earnings received from the sales, is not in default of payment and in particular has not filed a petition for the opening of insolvency proceedings or does not cease payment.

(4) The buyer shall only process or rework the purchased goods on our behalf and by our order. In this case the expectant right of the buyer to the purchased item shall continue to exist for the reworked item. If the purchased item is processed together with other goods not belonging to us, we shall acquire co-ownership of the new item in relation of the objective value of our purchased item to the other processed items at the time of processing. The same applies if the purchased item is combined with other items. If the item is combined with other items in such a way that the item of the buyer is to be considered as the main item, it shall be deemed to be agreed that the buyer transfers to us the proportionate co-ownership and holds the resulting sole or joint ownership for us in safe custody. To secure our receivables from the buyer, the latter shall also assign those receivables to us resulting from the combination of the goods under reservation of title with a plot against a third party; we already now accept this assignment.

(5) We undertake to release the securities to which we are entitled upon the buyer's request if their value exceeds the receivables to be secured by more than 20 %.

(6) If the buyer breaches the contract, particularly in case of late payment or violation of obligations under § 8 of these terms and conditions, we shall be entitled to withdraw from the contract and demand return of the goods under reservation of title.

§ 10 Offset and retention rights

The buyer shall only have the right to offset if his counterclaims have been stated as legally binding or are undisputed. The buyer shall only be entitled to exercise the right of retention if his counterclaims are based on the same contractual relationship.

§ 11 Acceptance of returned goods

(1) Return deliveries of goods always require our consent. We only accept originally packed goods. If we agree to the return of goods, we shall be entitled to reduce the amount to be credited by 15 % of the net value of the goods to cover the expenditure for return. No credit note will be issued if the net value of the goods is less than EUR 250.00.

§ 12 Warranty, notice of defects, recourse/manufacturer's regress

(1) Warranty rights of the buyer require that he has properly fulfilled his obligations to inspect and to give notice of a defect pursuant to § 377 of the German Commercial Code (HGB).

(2) Claims for defects are subject to a limitation period of 12 months after delivery of the goods supplied by us to our buyer. If the delivered goods are used goods, warranty shall be excluded. The above provisions shall not apply if longer periods are mandatory by law. The return of goods always requires our prior approval.

(3) If the delivered goods have a defect despite the diligence taken and the defect already occurred at the moment of transfer of risk, we shall, at our discretion, remedy the goods or replace them subject to a timely notice of defect. We must always be given the opportunity of supplementary performance within a reasonable time limit. Recourse claims shall remain unaffected by the above provision without restriction.

(4) In the event of failure of the supplementary performance, the buyer may, irrespective of any claims for damage, withdraw from the contract or reduce the remuneration

(5) There shall be no claims for defect in cases of insignificant deviations from the agreed quality, minor impairment of usability, natural wear or tear, nor shall they exist in the case of damage occurring after the transfer of risk due to a faulty or negligent handling, excessive use, unsuitable equipment or due to special external influences not anticipated in the contract. Claims based on defects attributable to improper modifications or repair work carried out by the buyer or a third party and the consequences thereof shall be likewise excluded.

(6) Claims of the buyer for expenses incurred in connection with the supplementary performance, in particular, transport, travel,

General Terms and Conditions

Frings IT Solutions GmbH

FRINGS

labour and material costs shall be excluded if the expenses increase because the goods delivered by us have later been transported to a location other than the buyer's location of business, unless such transport corresponds to the designated use.

(7) Claims of the buyer for recourse against us shall only be accepted if the buyer and his customer have not met any agreements beyond the claims for defects mandatory under law. The scope of the buyer's claims for recourse against the supplier shall also be subject to clause 6.

(8) Packing and shipping costs incurred in connection with warranty work shall always be borne by the buyer.

(9) If it is noticed during warranty work that goods under warranty have no defect, the testing expenditure will be charged according to the currently valid price list.

(10) The buyer shall remove all data which might be subject to the Data Protection Law and backup all data of the storage media before handing over the data storage media or devices with data storage media for repair or servicing. Safeguarding data protection is the buyer's responsibility. The reproduction of data and programmes after repair work shall not be part of the warranty.

§ 13 Copyright

In the event of delivery of software, it is deemed to be agreed that only the simple right of use pursuant to § 31 of the Copyright Act shall be transferred.

§ 14 Industrial property rights of third parties

(1) If a third party asserts claims against the buyer for violation of industrial property rights or copyrights (hereafter: industrial property rights) due to products delivered by us and the contractual use of the products by the buyer is hereby adversely affected or prohibited, the buyer shall notify us immediately in writing, not recognize the claimed infringement and dispute the infringement of industrial property rights with a third party only upon our approval. If the buyer ceases the use of the product in order to minimize the damage or for other important reasons, he is obliged to advise the third party respectively that the cessation of use shall not be understood as recognition of an infringement of industrial property rights.

(2) The buyer shall not be entitled to claims for infringement of industrial property rights as far as he himself is responsible for the infringement, the infringement is due to specifications provided by the buyer, an application not specified in the product documentation or a modification of the product by the buyer or combined use of the product with other products not delivered by us.

§ 15 Prohibition of assignment

Claims of the buyer may only be assigned to a third party with our explicit consent.

§ 16 Proof of origin

We may refer to our company on the goods in an appropriate way upon approval by the buyer. The buyer may only withhold his approval if he has an overriding interest.

§ 17 Miscellaneous

(1) This contract and the complete legal relations between the parties shall be governed by the law of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance and the exclusive place of jurisdiction for any disputes arising under this agreement shall be Düsseldorf unless otherwise agreed in the order confirmation.

(3) All agreements made between the parties for the performance of this contract are set down in writing in this contract.

(4) If individual provision of this contract are or become invalid or contain a gap, the other provision shall remain unaffected hereby. The parties undertake to replace the invalid provision by a legally admissible provision which most closely reflects the economic purpose of the invalid provision or fills the gap.