

## General Business Terms and Conditions of IGH Infotec AG

### §1 Validity

1. All deliveries, services and offers from IGH Infotec AG are provided solely and exclusively on the basis of these General Business Terms and Conditions. These General Business Terms and Conditions are an integral part of all contracts concluded by IGH Infotec AG with its contractual partners (hereafter also referred to as "client(s)") for the goods or services it offers. These General Business Terms and Conditions shall also apply for all future deliveries, services or offers to the client, even where this is not specifically agreed upon once again.
2. The business terms and conditions of the client or third parties shall not apply, even if IGH Infotec AG does not expressly dispute their validity in any individual case. Even if IGH Infotec AG refers to a written communication that contains the business terms and conditions of the client or a third party or makes mention of such, this does not constitute agreement to the applicability of such business terms and conditions.
3. Our General Business Terms and Conditions apply only to business enterprises, legal entities under public law and special assets under public law as defined by §310 Sentence 1 BGB (German Civil Code).

### §2 Offers

1. All offers made by IGH Infotec AG are subject to confirmation and non-binding, in so far as they are not expressly designated as binding or contain a specific term of acceptance. IGH Infotec AG may accept orders or commissions on the basis of non-binding offers within 14 days after receipt.
2. The legal relationship between IGH Infotec AG and the client is governed solely by the written contract, including these General Business Terms and Conditions. This written contract contains in full all agreements between the contracting parties relating to the subject matter of the contract. Verbal statements made by IGH Infotec AG prior to conclusion of this contract are not legally binding, and verbal agreements between the contracting parties are superseded by the written contract unless they are expressly defined as a continuing component of the contract.
3. Additions and modifications to the agreements made, including the General Business Terms and Conditions, shall only be legally binding if made in written form. The employees of IGH Infotec AG, with the exception of managing directors and authorised signatories, are not authorised to make verbal agreements deviating from the conditions of this contract. "Written form" or "in writing" is deemed to include transmission by telefax; other forms of telecommunication, in particular e-mail, are not acceptable.

### §3 Performance period, obligation to co-operate

1. Prerequisite for adherence to the agreed deadlines is the timely and correct fulfilment by the client of all his obligations/co-operation services.
2. Co-operation services are major contractual obligations. In particular, the client is also under obligation to provide IGH Infotec AG with the information and documents necessary for appropriate and correct execution of the order.
3. Partial performance is permissible.

### §4 Prices, payment

1. Prices apply for the scope of delivery and services specified in the order. Additional or special goods or services will be invoiced separately. Prices do not include statutory value-added tax; VAT will be added at the current statutory rate on the date of invoice and shown separately on the invoice.
2. Invoiced amounts are payable within 14 days without deductions, unless otherwise agreed upon in writing. The date of payment is deemed to be the date of receipt of the payment by IGH Infotec AG. Cheques will only be valid as payment after encashment.
3. The offsetting of counterclaims by the client or retention of payments against such claims is only permissible if such claims are undisputed, if their validity has been established by a court of law or with the assent of IGH Infotec AG.
4. IGH Infotec AG is entitled to render still outstanding services against advance payment only or with provision of adequate security if, after conclusion of the contract, circumstances emerge which could significantly impair the client's creditworthiness and which could jeopardise payment of outstanding claims of IGH Infotec AG by the client arising from the respective contractual relationship.

### §5 Rights of use

1. IGH Infotec AG grants the client the simple, non-exclusive right to use the software as standard software. The scope of the license depends on the conditions of the specific contract. The client is entitled to use the software only within the scope of the licences acquired, and the prior written approval of IGH Infotec AG is required for leasing or renting. The client's statutory minimum rights of use for standard software remain unaffected. The creation of copies of the software is prohibited.
2. The client is not entitled to remove or bypass the existing protective measures installed to secure the software against unauthorised use unless this is necessary in order to ensure faultless performance of the software.
3. Copyright markings, serial numbers and other features identifying the program must not be removed or altered. The same applies to suppression of the display of such features on the screen.

### §6 Acceptance

1. In the case of the performance of works services, in particular the configuration of software, the client is under obligation to furnish written acceptance of services provided as agreed in the contract, unless the nature of the respective service is such that acceptance is not possible. The contracting parties will specify an appropriate period for acceptance in each individual order. In as far as the parties do not specify such a period, acceptance by the client must take place within one month from the date of delivery/provision of the service.
2. Acceptance shall in any case be deemed to have been granted within one month from the date of delivery/provision of the respective service if the client fails to notify IGH Infotec of any faults entitling the client to refuse acceptance. An identical obligation applies in the case of partial performance, in as far as the contracting parties agree on partial acceptance in the respective individual order. The above-mentioned provision applies accordingly in the case of partial performance subject to acceptance. IGH Infotec AG will inform the client of the respective deadlines on delivery/provision of services. The agreed acceptance period does not begin until the client has received such notification.
3. The client's right of full use of the respective goods/services begins in the acceptance period.
4. In as far as is required for the respective goods/service, the contracting parties will specify the precise acceptance procedure in each individual order.
5. In all other matters, the legal provisions and the stipulations of the individual order with regard to the respective goods/service apply.

### §7 Duty to provide notice of defects

The legal duty to provide notice of defects applies for deliveries.

## **§8 Warranty**

1. The functionality of the goods (software and hardware) is as described in the user documentation and the ancillary agreements made (in their totality "contractual specifications"). The contractual specifications define the agreed quality.  
Warranty for a specific purpose or for the goods being in compliance with the legal requirements existing outside the Federal Republic of Germany is only assumed where expressly agreed upon. In all other cases, the risk of suitability and use lies exclusively with the client.
2. Claims for defects become time-barred 12 months after delivery, unless the defect was fraudulently concealed.  
In the case of the performance of works services, in particular the configuration of software, the overall warranty period the warranty period begins with the date of acceptance.
3. In the case of material defects, IGH Infotec AG is under obligation and authorised either to effect repairs or provide a replacement, at its discretion, within a reasonable period of time. If this fails, i.e. if repair or replacement proves impossible, unreasonable, is refused or in the case of unreasonable delay, the client shall be entitled to withdraw from the contract or to reduce the purchase price by an appropriate amount. This also applies if IGH Infotec AG is not willing or able to remedy the defects or provide a replacement or if this is unacceptable for the client.
4. The client will support IGH Infotec AG to an appropriate degree during the analysis and remedying of faults, in particular by providing a written description without undue delay of any problems that occur, informing IGH Infotec AG in detail and granting IGH Infotec AG the required time and opportunity to eliminate defects. It lies within the discretion of IGH Infotec AG whether the remedying of defects is performed on site or on its own premises. If required, the client will provide machine time free of charge.
5. If a defect is caused by a fault of IGH Infotec AG, the client is entitled to claim damages under the conditions stipulated in §9.
6. The warranty becomes invalid if the client modifies the contractual object or has it modified by a third party without the approval of IGH Infotec AG and if such modification makes the remedying of defects impossible or unreasonably difficult. The client bears the additional cost of remedying defects accruing as a result of any such modification.
7. The warranty does not apply if specified corrections are not implemented or the software is used in a defective or incompatible system. We refer to Item 9.
8. Any information provided shall only be deemed to constitute a guarantee as defined by §§ 443, 639 BGB (German Civil Code) where it is expressly referred to as such.
9. Any services not covered by the warranty will be invoiced by IGH Infotec AG according to the outlay incurred.

## **§9 Liability**

1. Any liability of IGH Infotec AG for damages, including compensation for futile expenditure, irrespective of the legal grounds, in particular due to impossibility of performance, to delayed, defective or incorrect delivery, breach of contract, breach of obligations in the course of contract negotiations and action in tort is, in as far as there is a question of blame in each case, limited in accordance with this §9.
2. IGH Infotec AG shall not be liable in cases of simple negligence unless they involve the breach of essential contractual obligations. Breach of an essential contractual obligation shall be deemed to have occurred if the contractual obligation in question was one on the performance of which the client relied and was entitled to rely. Essential contractual obligations are the duty to supply the contractual object punctually and free from defects and the duty to provide appropriate advice, protection and to exercise proper care, thereby allowing the client to use the supplied item as envisaged in the contract, the obligation to protect the life and limb of the client's personnel or the personnel of third parties or to protect the client's property against substantial damage.
3. In as far as IGH Infotec AG is liable for damages on the grounds of and in accordance with this §9 Item 2, this liability is limited to damage which IGH Infotec AG reasonably foresaw on conclusion of the contract as a possible consequence of a contractual infringement or which it should, applying due diligence, have foreseen. Furthermore, indirect damage and consequential damage resulting from defects in the goods provided/services rendered shall only be reimbursable in as far as this damage can be typically expected when the item supplied is used in conformity with its intended purpose.
4. In the event of liability for simple negligence, the obligation of IGH Infotec AG to pay compensation is limited to the sum of € 50,000.- per claim, even in the case of breach of essential contractual obligations.
5. The limitations specified in this §9 do not apply for the liability of IGH Infotec AG in the case of gross negligence or wilful intent, liability for guaranteed characteristics, in the case of fatalities, physical injury or damage to health or liability under product liability law or other statutory liability.
6. The foregoing liability provisions shall also apply to the liability of our employees, vicarious agents, legal representatives and legal entities.

## **§10 Retention of title**

1. The supplied goods (goods subject to retention of title) shall remain the property of IGH Infotec AG until full payment of all claims under this contract has been effected.
2. The customer will treat the goods subject to retention of title with due care and will at own cost insure it adequately for the value when new against fire, water damage and theft.
3. If the goods subject to retention of title are seized or otherwise attached by third parties, the client will inform the third party of IGH Infotec AG's retention of title and will notify IGH Infotec AG immediately in writing, thus enabling the latter to assert its ownership rights. In as far as the third party is not able to reimburse IGH Infotec AG for the legal or out-of-court expenses incurred in this context, the client will bear these costs.

## **§11 Information requirements**

If the software is resold, the client is under obligation to inform IGH Infotec AG in writing of the name and full postal address of the buyer.

## **§12 General**

1. The client assents to being named as a reference customer.
2. Any assignment of rights and obligations arising from this contract is subject to the approval of the other contracting party.
3. Should individual terms of this contract be in breach of mandatory statutory provisions or be or become invalid for other reasons, the remaining terms of the contract will nevertheless remain valid. The ineffective provisions shall be replaced, with retroactive effect from the date of their becoming ineffective, by legally effective provisions which as closely as possible fulfil the intended economic purpose of the ineffective provisions. The same applies, mutatis mutandis, in the event of loopholes in the contract.
4. This contract is subject to German law, in particular the German Civil Code (BGB), the Commercial Code (HGB) and German copyright law. Application of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
5. The agreed legal venue is Langenfeld im Rheinland.