

I.Scope

Unless otherwise expressly agreed in writing, any delivery, performance, service, quotation – including the consulting activities – shall be based upon the General Terms and Conditions as stipulated below. The General Terms and Conditions shall be deemed accepted and agreed upon placement of the order or upon acceptance of the delivery or service at the latest. Agreements diverging from the present General Terms and Conditions require a written confirmation and shall be countersigned in a legally binding form by the service provider. Any conflicting terms and conditions of the purchaser shall expressly be deemed excluded. Counter-confirmation of the purchaser referring to his General Terms and Conditions and purchasing conditions shall hereby be opposed.

II.Quotations and Conclusion of Contracts

The quotations remain subject to confirmation, sale, errors and omissions and have no binding force. Any supplement, amendment or collateral agreement shall be made in writing in order to be valid.

III.Cancellation of Order

Any calculation of order shall be made in writing. Any expense incurred shall be charged to the account of the cancelling party. In the event of a cancellation of order, we reserve the right to invoice the consulting activities performed at our usual charge per hour.

IV.Payment

Unless otherwise agreed, payment shall be due immediately upon receipt of the invoice without further deductions. In the event of default of payment caused by the purchaser, the vendor shall be entitled to invoice interests as of the respective date to the amount which is common bank practice, at least, however, to the amount of 5 % above the respective bank rate of the German Central Bank (Deutsche Bundesbank).

The purchaser shall not be entitled to offset, withhold or reduce, even if complaints are lodged or compensating complaints have been pled, unless the vendor explicitly consents or the compensating complaints have been established as legally binding.

V.Prices

The prices and the Value-Added Tax shall be indicated in Euro.

VI.Retention of Ownership

The vendor reserves the right of ownership of the goods delivered or the services rendered until payment in full has been made.

VII.Warranties

Unless an extended warranty has been stipulated or guaranteed in writing, the statutory warranty of 24 months shall apply to all goods supplied by the vendor.

In the event of repair or maintenance work the customer shall make sure to backup his data before the repair and maintenance work are performed. The vendor or service provider shall not be liable for consequential loss or damage.

Unless gross negligence of the party exercising a transport can be proved, the transport of equipment required to carry out shop work shall be executed at the customer's risk. The customer shall have sole responsibility for the licences of the software installed in his systems.

We reserve the copyright to any software developed and sold by us. The copyright shall be stipulated in the respective license certificate. The license certificate shall only be valid with the company's stamp and the signature of a duly authorized agent affixed to the said certificate.

In the event of unjustified claims for warranty (equipment defect does not exist or operator's mistake, for example) we reserve the right to also invoice the costs incurred by us by any third party (manufacturers, suppliers, etc.).

VIII. Partial Invalidity of the General Terms and Conditions

Should any individual provision be or become void, ineffective or contestable, the validity of the remaining provisions shall in no way be affected. They shall be interpreted in such a way or be supplemented by relative provisions coming as close as possible to the envisaged economic purpose of the void provision. The same shall apply to possible gaps to be closed in the present General Terms and Conditions.

IX. Service Charges

The following prices are indicated as prices per hour plus the statutory V.A.T. For on-site-services the first man-hour shall always be calculated as a full hour – even if the actual period is shorter. After that, every thirty minutes shall be charged.

X. Place of Performance

Fuerth/Bavaria (Germany) shall be deemed place of performance for all services and deliveries.

XI. Jurisdiction

Fuerth/Bavaria (Germany) shall be deemed sole venue of jurisdiction for any dispute arising between the parties to the agreement in connection with agreements concluded under the present General Terms and Conditions.

Fuerth, January 1st, 2007