

## General Standard Terms and Conditions for Service Contracts, Support Contracts and Software Support Contracts of viastore SYSTEMS GmbH

### 1. General provisions

- 1.1 These General Standard Terms and Conditions are applicable to all service, support and software-support contracts between **viastore** SYSTEMS GmbH (hereinafter known as **viastore**) and their clients, inasmuch as the client contractor (the person acting in his or her commercial or independent professional capacity in concluding the contract) is a legal person under public law or a special fund under public law.
- 1.2 The sole place of jurisdiction for all current and future claims from the business relationship with fully qualified merchants, juristic persons under public law or public special funds is the principal place of business of **viastore**. The same place of jurisdiction is applicable when the client has no place of jurisdiction within this country, moves its domicile or usual place of residence out of this country after conclusion of contract or its domicile or usual place of residence is unknown at the time the action is brought. **viastore**, however, is also entitled to bring an action against the client at its general place of jurisdiction.
- 1.3 German law is in any case applicable for all legal relations between **viastore** and the client. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.
- 1.4 All agreements must be recorded in writing. This also applies to subsidiary agreements and undertakings as well as to subsequent contractual alterations.
- 1.5 Inclusion of the client's General Standard Terms and Conditions is expressly opposed
- 1.6 The claims of the client vis-à-vis **viastore** from the contract may not be assigned. The client can only set off the claims of **viastore** with undisputed counterclaims or with such claims that are ascertained in an at least provisionally enforceable legal document. For the client the assertion of a right of retention is suppressed for such rights and claims that are not based on this contractual relationship.
- 1.7 Any invalidity of one or another provision of these General Standard Terms and Conditions does not entail the invalidity of the other provisions.

### 2. Payment conditions

- 2.1 The prices are to be understood net excluding sales tax, which is calculated according to the rate valid at the time the tax liability comes into existence, and which is entered separately.
- 2.2 Orders to pay, cheques and bills of exchange are only accepted as a means of payment; not however in lieu of performance and namely including all collection and discounting charges; further endorsement and prolongation are not deemed to be performance.
- 2.3 The client's payments fall into arrears 14 calendar days after payment is due and an invoice has been received, without a reminder having to be issued. The consequences of being in arrears are in accordance with statutory regulations.
- 2.4 The right of **viastore** to exercise a contractual right of retention is not affected by this. Such a right of retention exists above all if the client is more than 14 days in default with the payment of a due invoice, if proceedings are instituted against the client as a result of a statutory declaration, if judicial insolvency proceedings are filed by the client himself or by one of his creditors or if there are other serious grounds for fearing the client's future capacity to pay.

### 3. Timetable and deadlines

Unforeseen events that are beyond the will of **viastore**, such as breakdowns, weather factors as well as measures of industrial dispute such as strike and lockout, prolong the agreed deadlines and dates to a reasonable extent. **viastore** is also not answerable for the aforesaid circumstances when they occur during a delay in performance that is already to hand. In important instances **viastore** will report such delays to the client immediately.

### 4. Rights of the client in the event of faulty delivery

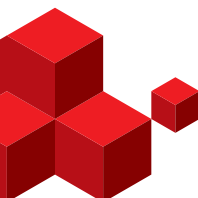
- 4.1 In the event of any defects for which **viastore** is answerable, **viastore** is entitled and obliged to subsequent improvement. **viastore** may choose whether faulty parts are improved or replaced by new ones. The client must allow **viastore** to perform subsequent improvement and gratuitously grant a reasonable amount of time and an opportunity to this end. If subsequent improvement is not successful or if further attempts at subsequent improvement are no longer acceptable for the client, the client may make use of its statutory rights.
- 4.2 The client's claims for compensation for faults are governed in Section 5 below in these General Standard Terms and Conditions.
- 4.3 The client must claim for any shortcomings within 12 months. The statutory time periods apply to cases of deliberate or malicious behaviour or to claims in accordance with product liability law. These also apply to shortcomings in building construction or for goods delivered that have been used in the construction of a building in accordance with their normal use and that have caused the fault in the building.

### 5. Liability

**viastore** are not liable, on whatever legal basis, for any damages, apart from the exceptional cases listed below.

The liability of **viastore** for intent and gross negligence remains unaffected by the above exclusion of liability. The liability of **viastore** for the negligent breach of obligations essential to the contract (cardinal obligations) also remains unaffected by the exclusion of liability. However, in case of ordinarily negligent breach of obligations essential to the contract, the liability of **viastore** is restricted to damage that might typically be expected to occur.

The liability of **viastore** for guarantees as to the nature of the goods, for the death, injury or damage to the health of any person, for malicious damage or for liabilities under the product liability regulations are also not affected by the rejection of liability.



If the liability of **viastore** in keeping with the above paragraphs is excluded or restricted, this also applies to personal liability of the salaried employees, wage earners, contributors, representatives and vicarious agents of **viastore**.

**6. Cancellation of the contract**

6.1 The contract can be terminated by both parties for an important reason. An important reason is given in the following instances in particular:

- For both contracting parties if an application to begin bankruptcy proceedings is made against the other party.
- For the **viastore** if the client despite a reminder and prior warning of instant dismissal is more than 14 calendar days in default with its obligations to pay.

6.2 If no rulings to the contrary are included in the contract, the contract can in each case be ordinarily terminated in writing with a term of 3 months to the end of a calendar year.

**7. Miscellaneous**

7.1 If the client falls under the personal extent of protection of the Data Protection Act, it consents to the processing of its data if this is required for the purpose of the contract.

7.2 Both contracting parties are obliged to treat all knowledge gained about the other contracting partner in each case within the framework of the contractual relationship confidentially and not to make it accessible to third parties. The obligation to maintain secrecy also continues to exist after the end of the contractual relationship.

7.3 The statutory or other obligations, to which the client as operator of a plant is subjected, remain unaffected by the conclusion of this contract.

