

# General Terms of Trade CIDEON Software GmbH (AGB)

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## 1. Validity of the General Terms of Trade

1.1. For all current and future deliveries and performances of CIDEON, the following Terms of Trade apply between the company CIDEON Software GmbH – hereinafter referred to as CIDEON – and its customers – hereinafter referred to as Partner.

1.2. Any diverging conditions of the Partner which CIDEON has not expressly approved of in writing shall under no circumstances constitute a part of the agreement.

1.3. Partner's order constitutes a binding offer which may be accepted by CIDEON by written confirmation. To become effective, alterations and supplements to the agreement must be approved of in writing by both parties. This also applies to the effectiveness of any renouncement of the requirement of the written form.

## 2. Software licence, subject matter of the agreement

2.1. The licensed CIDEON Software, the type of central unit or operating system for which it is intended as well as the extent of the licence are subject to the individual agreement and to CIDEON's General Terms of Licence.

## 3. Delivery

3.1. CIDEON shall supply the Partner with one copy of CIDEON Products in a machine-readable form on a data carrier or online and a documentation in machine-readable or printed form.

3.2. Partner has to immediately report in writing any damages and losses in the course of delivery, including wrongful and incomplete deliveries.

3.3. Partner immediately upon receipt has to test the software's operability and report to CIDEON any contingent defects without default. The same applies for any contingent hidden defects. With regard to merchants, §§ 377, 379 of the German Commercial Code (§§ 377, 379 HGB) apply accordingly.

3.4. In case of delivery, shipments are made Ex Works. The Incoterms shall apply.

3.5. If expedient, CIDEON may make partial consignments which shall be invoiced separately.

## 4. Passing of Risk

4.1. If goods have to be delivered the risk shall pass to Partner – being an enterprise or a merchant according to German law - at the point of shipment or at the time of collection by Partner or at the time Partner is in default of taking delivery. The same shall apply to work performances with the relevant time being when the delivery is accepted or deemed to have been accepted.

## 5. Prices, terms of payment

5.1. VAT needs to be added to all prices. Payments are due and owing within 14 days upon receipt of invoice without deduction. All additional support (including preparations, installation and demonstration of functionality, adaptation of data, instruction, training and consulting) are to be compensated on time-spent-basis, if not otherwise agreed upon. The same applies to expenses, travel expenses, packaging costs, transport and transport insurance as well as costs of electronical shipments. Fees and expenses are applicable according to CIDEON's current price list if not agreed upon separately. CIDEON may lay accounts on a monthly basis.

5.2. If the order value is 25.000 € or more CIDEON may lay accounts as follows: 30% with closing of contract, 50% with delivery and 20% with acceptance of delivery.

5.3. CIDEON reserves the right to supply new customers on a cash on delivery or on a cash in advance basis only. Irrespective of the agreed method of payment, in case of any delay in payment, dishonouring of cheques, or other facts or circumstances likely to question the creditworthiness of the Partner, CIDEON is entitled to demand cash in advance or to deliver any goods on a cash on delivery basis. Furthermore, in such cases CIDEON may also demand immediate payment of all undue claims resulting from the business relationship.

5.4. CIDEON is entitled to set off payments by Partner against any amounts owed by Partner even if such amounts owed result from a varying contractual obligation.

## 6. Retention of title

6.1. The delivered products shall remain the property of CIDEON until all of CIDEON's claims for payment resulting from this and from all future contractual relations have been met (current account reservation). Partner is obligated to immediately notify CIDEON of any access which third parties should have to the conditional commodity and to inform the third party of CIDEON's rights.

6.2. Except in the course of orderly business, Partner without CIDEON's prior written consent may not transfer, assign as security or pledge the Products delivered under retention of title. If Partner passes on the conditional commodity in the course of orderly business, his claims arising from the transfer are hereby assigned to CIDEON.

6.3. Should the value of securities assigned to CIDEON exceed its payment claims by 20%, then upon request of Partner CIDEON shall return exceeding securities accordingly.

6.4. CIDEON is not obligated to terminate the Agreement prior to the

assertion of a retention of title.

## 7. Correction of defects

7.1. Any claims arising from defects under CIDEON's responsibility shall be limited to a period of 12 months from the date of delivery. Defects include any deviations of the CIDEON Software from functions described in the operating instructions or in the program specifications limiting the use of the Software beyond an insignificant extent. CIDEON does not accept liability for any information provided by Partner included in the program specifications. CIDEON does not assume liability for operating and configuration errors committed by Partner. CIDEON does not accept liability for the correctness of the working results which Partner pursues through the use of the CIDEON Software.

7.2. CIDEON undertakes to remove all defects of CIDEON Products impairing the contractual use beyond an insignificant extent free-of-charge within the agreed period at its discretion by way of substitute deliveries or by remedying or bypassing the defects. Should replacement deliveries or a remedy of defects prove unsuccessful within a reasonable period of time, then Partner may demand that the agreement be terminated or the purchase price be reduced.

7.3. Partner is obligated to document any defects adequately and to support CIDEON to the best of his ability in remedying the defects, especially by providing CIDEON sufficient access to the system including remote access as well as providing CIDEON with the support of staff familiar with the use of the Software and the relevant procedures.

7.4. The obligation to correct defects does not include defects which do not originate in the CIDEON Products but rather in an improper operation, the use of unsuitable resources or alterations or other acts of the Partner or third parties.

7.5. CIDEON may ask for compensation on time-spent-basis if it takes action upon a notification of defect and Partner is not able to prove a defect for which CIDEON may be held liable. The same applies if defects are remedied after the limitation period for breach of warranty.

7.6. Information regarding functions in a respective performance description as well as information given within the scope of contractual negotiations do not constitute a warranty unless they have been expressly defined as such and confirmed by CIDEON in writing.

## 8. Liability

8.1. CIDEON's liability for contractual damages and tort is limited to intent and gross negligence. This limitation does not apply for damages of Partner's life, body and health, of essential obligations and damages for delay (§ 286 German Civil Code - BGB). Insofar CIDEON is liable for all grades of liability.

8.2. The aforementioned limitation also applies to damages caused by vicarious agents in slight negligence.

8.3. As far as liability for slight negligence is not excluded for damages of Partner's life, body and health, all according claims are barred by a limitation period of 1 year starting from the date such claim has arisen or in case of a claim for damage resulting from a defect starting from the date of delivery.

8.4. As far as liability of CIDEON is excluded or limited as aforementioned this also applies to liability of CIDEON's officers, employees and assistants.

8.5. Any contingent liability according to product liability laws is not affected.

## 9. Termination, damages

9.1. In case customer terminates the contract without a cause CIDEON is entitled to claim 20% of the contract value as remuneration less costs saved.

## 10. Miscellaneous provisions, applicable law, jurisdiction

10.1. Partner may not transfer rights and obligations resulting from this agreement to third parties without the prior written consent of CIDEON.

10.2. The Partner is responsible for observing current U.S. American and German export regulations.

10.3. Partner may only set off claims or exercise any right of retention including the right of retention as provided for in § 369 of the German Commercial Code (§ 369 HGB) if his respective claim is undisputed or has been established as being final by an applicable court.

10.4. Should any individual provision be or become unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case the unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of the Agreement.

10.5. The agreement as well as these General Terms of Trade shall be construed in accordance with German law. The application of the Vienna UN treaty for international purchases of merchandise (CISD) is excluded. The place of fulfilment for all performances is the seat of the company CIDEON. In case of any dispute resulting from this agreement the courts of Bautzen, Germany shall have exclusive jurisdiction.