

General Terms and Conditions of Sale

UNITEC Systemhaus Dreicad GmbH & Co. OHG

1. Application

1.1 These terms and conditions of sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.

1.2 These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.

1.3 These terms and conditions of sale shall only apply vis á vis entrepreneurs, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code).

2. Offer, Acceptance

Insofar as the order constitutes an offer within the meaning of § 145 BGB we are entitled to accept the offer within two weeks.

3. Prices, Payment

3.1 Prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon.

3.2 The purchase price is due and payable net within 14 days from the date of the invoice. From the due date default interest in the amount of 9% above the respective base interest rate p. a. shall accrue. We reserve all rights to claim further damages for delay.

4. Offset, Retainer

The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

5. Delivery

5.1 Delivery is conditioned upon timely and proper performance of all duties of the purchaser. Defences based on non-performance of the contract are reserved.

5.2 In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.

6. Passing of Risk, Shipment

If the purchaser demands shipment of the goods the risk of loss or damage to the goods passes to the purchaser upon dispatch.

7. Retention of Title

7.1 We retain title to the goods until receipt of all payments in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods.

7.2 The purchaser shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.

7.3 As long as the purchase price has not been completely paid, the purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances.

7.4 The purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to us. Notwithstanding our right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. To this end, we agree to not demand payment on the assigned claims to the extent the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.

7.5 Insofar as the above securities exceed the secured claim by more than 10%, we are obligated, upon our election, to release such securities upon the purchaser's request.

8. Training Sessions

8.1 The closing date for registration is 7 days before the start of the training course, unless otherwise agreed in individual cases. Each registration is confirmed by us in writing with an order confirmation and is then binding for both parties. The allocation of the participant places takes place after receipt of the written registrations. If a course is fully booked, the customer will be notified and informed about the next available course date. With the registration the given contents are accepted by the participants. We reserve the right to change the

training contents, locations, times and dates if necessary. We offer some trainings only by arrangement. A minimum lead time of four weeks and a minimum number of participants of four persons are required.

8.2 If there are less than a total of four registrations for a training course 14 days prior to the start, we reserve the right to cancel the training course. We also reserve the right to cancel a training course due to force majeure (e.g. illness of the trainer) (or to employ another trainer). With refusal we offer an alternative date to the next possible time; further-reaching requirements do not exist. If we do not have a written cancellation 7 working days before the start of the course, 50% of the course price will be charged as a flat-rate claim for damages. The customer reserves the right to prove that we have incurred less damage.

8.3 Training usually starts at 09:00 and ends at about 17:00. Exceptions can be agreed between the participants and the trainer. For 5-day training courses and further travel, the start is on the 1st day at 10:00 a.m.. This will be explicitly stated in the confirmation.

8.4 We assume no responsibility for disadvantages resulting from missing basic requirements (e.g. PC basic operating knowledge). If a participant for this reason or through his behaviour substantially inhibits the progress of the course, we reserve the right to exclude the participant concerned from the course out of consideration for the other course participants. In this case the training course costs are accounted for in full height.

9. Warranty

9.1 Precondition for any warranty claim of the purchaser is the purchaser's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code).

9.2 Warranty claims shall be time-barred after 12 months. The period begins with the delivery or as far as an acceptance is necessary, from the acceptance. If no formal acceptance takes place, the statute of limitations begins with the commissioning.

9.3 In case of non-conformity of the goods the purchaser is entitled to alternative performance in the form of subsequent improvement or delivery of conforming goods. If such alternative performance has failed, the purchaser is entitled to reduce the purchase price or to withdraw from the contract.

10. Liability

10.1 In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.

10.2 Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.

10.3 Any liability not expressly provided for above shall be disclaimed.

10.4 Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed, this shall be done free of charge and to the exclusion of any liability.

11. Applicable law, Jurisdiction

11.1 This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).

11.2 Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Hanau.

12. Severability Clause, Data Protection

12.1 Should individual provisions of this contract be invalid or become invalid, this shall not affect the validity of the remaining provisions.

12.2 Insofar as the contract or these General Terms and Conditions contain gaps, those legally effective provisions shall be deemed to have been agreed which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the gap in the provisions.

12.3 Amendments and supplements to the contract must be made in writing. This also applies to the amendment or cancellation of this clause. The parties undertake to document oral agreements deviating from this agreement in writing or in text form.