

General terms and conditions of trade of the company CONSIDEO GmbH**§1 General terms**

Contracts for deliveries and services between CONSIDEO GmbH (in the following called CONSIDEO) and its customers only become effective based on the following conditions, if no other supplementary contractual terms of CONSIDEO take effect. These terms and conditions of trade apply to all future business also without further explicit agreement. At the latest on receipt of the goods or service the terms are considered to be accepted. Divergent conditions of the customer, which have not been explicitly acknowledged by CONSIDEO in writing, are in any case not binding. All agreements require the written confirmation by CONSIDEO in order to be binding.

§2 Placing of orders

CONSIDEO accepts orders verbally and in writing. A contract however first becomes effective with a written order confirmation. All offers made by CONSIDEO remain subject to change without notice and are not binding. Services or goods combined in an offer are only considered to belong together if this has explicitly been agreed upon.

§3 Bearing of the risk and delivery

Regulated by Software License Agreement or General Terms and Conditions of E-Commerce

§4 Delivery times

Regulated by Software License Agreement or General Terms and Conditions of E-Commerce

§5 Prices

All prices stated by CONSIDEO are net prices without value added tax; the value added tax is added in the corresponding legal amount, if not the prices are stated explicitly as gross prices including value added tax stated in the corresponding legally applicable amount. Costs for special packaging and transport are - if not otherwise agreed upon - to be paid by the customer. Prices for devices do not include installation and training or possible software adaptations; neither do prices for software include installation, training or possible necessary adaptations to other hardware and/or other software. Such services must be ordered separately by the customer and are then charged extra; separately charged introduction measures inform about the most important performance features of an object of performance, without being able to replace a detailed training. For such services CONSIDEO offers the customer special service-, maintenance and training agreements.

§6 Payment

Regulated by Software License Agreement or General Terms and Conditions of E-Commerce

§7 Intellectual Property Ownership, Copyright Protection

Regulated by Software License Agreement or General Terms and Conditions of E-Commerce

§8 Warranty and Liability

Regulated by Software License Agreement, Contract Consultancy Services or General Terms and Conditions of E-Commerce

§9 Place of jurisdiction, place of performance and application of law

For all possible disputes with CONSIDEO from a business relation or its initiation – insofar legally admissible – the head office of CONSIDEO is agreed upon as place of jurisdiction. The place of performance is the head office of CONSIDEO.

§10 Partial ineffectiveness

1. Should individual items of these clauses be ineffective, this does not affect the effectiveness of the other clauses. The ineffective clause is replaced by the valid clause which in its economic effect comes closest to the clause which is not effective.
2. This Agreement will be governed by and construed in accordance with the laws of Germany.

Date: 24. Januar 2005