

## GENERAL TERMS AND CONDITIONS

of MID GmbH, Kressengartenstr. 10, 90402 Nuremberg, Germany

### 1. Offer and contract

1.1 Orders are subject to written confirmation issued by MID GmbH. MID GmbH reserves the right to prior sales and also reserves the right, in the case of objects sold via specialist dealers, to conclude contracts via a specialist dealer appointed for this purpose by MID GmbH.

1.2 The business terms or counter-confirmations issued by the customer shall have no binding force on MID GmbH even if such conditions or confirmations are not expressly rejected. Such terms or confirmations shall only become legally binding if they are expressly recognized in writing by MID GmbH. On placing an order the customer recognizes these general terms of business and delivery.

1.3 Telegraphic, telephone or verbal additions, modifications or subsidiary agreements shall only be valid if confirmed in writing by MID GmbH.

1.4 Cost estimates shall be made with due diligence, but shall remain non-binding. MID GmbH retains proprietary rights and copyrights to all the documents such as illustrations, drawings attached to offers. Such documents shall only be made available to third parties with the consent of MID GmbH. Should a contract not be concluded, such documents shall be returned on request to MID GmbH without delay.

### 2. Price

2.1 Unless agreed otherwise in writing or electronic form, our offer price shall be deemed to be in EURO. Prices are valid from the point of delivery Nuremberg. Packaging material, which shall be calculated at prime cost or provided at no charge, shall not be taken back by MID GmbH.

2.2 Prices shall be the applicable list, purchase or rental price on the day on which the order is awarded. Maintenance charges as well as prices or remuneration for other Services are governed by the respective contracts or cost rates for services.

2.3 Value-added tax is added to all prices.

### 3. Terms of payment

3.1 Orders with a volume of up to EUR 100,000 shall be due for settlement on delivery. Orders worth more than EUR 100,000 shall be subject to the following payment modalities:

- 30% of the value of the order payable on confirmation of order
- 40% of the value of the order payable on delivery
- 30% of the value of the order payable net 30 days following invoicing

3.2 Bills, where this is agreed in exceptional circumstances, and checks shall only be accepted on account of Performance. Discount and collection costs shall be borne by the customer.

3.3 If payments are deferred or settled later than agreed, interest at a rate of 2% above the relevant discount rate of the European Central Bank shall be charged without the requirement to issue notice of default.

3.4 Offsetting with counterclaims which are disputed or not recognized by declaratory judgment is excluded as is, in this context, the customer's right of retention.

3.5 Should the customer default on payment, MID GmbH shall be entitled to enter the business premises of the customer or to arrange for such premises to be entered by a representative of MID GmbH in order to secure the delivered object without assistance from the court or to demand that the software be deleted. Should the customer default on payment obligations and fail to fulfill the obligations associated with MID GmbH's reservation of title, discontinue payment, or should composition or bankruptcy proceedings be instituted against the assets of the customer, the remaining debt shall become due for settlement even to the extent that bills with a later maturity are in circulation. Should the remaining debt not be settled immediately, the customer's right to use the delivered object/software shall extinguish and MID GmbH shall be entitled to demand that the software be surrendered/deleted with the exclusion of any right to retention. Any costs incurred in the process of reclaiming the purchased object shall be borne by the customer. Sales officers and representatives have no collecting authorization unless they are able to identify themselves as authorized to take receipt on the basis of a written collection authorization issued by MID Enterprise Software Solutions GmbH.

### 4. Period of delivery

4.1 The period of delivery shall begin on the date on which the order is accepted. In the case of larger orders, partial deliveries and performances may be made and invoiced separately. Unforeseen events which are outside the sphere of influence of MID prolong the period of delivery accordingly - this also applies in the event of strikes and lockouts.

4.2 MID GmbH reserves the right to make design and program changes to the system or Software during the period of delivery to the extent that these do not impair the functions of the same. A change in the function which has a restrictive impact on the Software programs must be notified to the customer.

### 5. Shipping and Installation

5.1 Shipping takes place on the account of and at the risk of the purchaser.

5.2 In the event that hardware is installed by MID GmbH, shipping and Installation costs, including transport insurance costs, shall be incurred.

### 6. Extraordinary environmental influences

MID GmbH shall not be liable for malfunctions if environmental conditions fail to conform with the technical specifications specified to the customer by MID GmbH.

### 7. Right of rescission

Should, subsequent to concluding a contract, MID GmbH become aware of facts relating to the credit standing of the customer which, according to the ordinary practices of a conscientious businessman would have precluded MID GmbH entering such a contract, MID GmbH shall be entitled to Charge for the expenses incurred by MID GmbH, to withdraw from the contract or to demand that security be provided.

### 8. Liability

Claims for damages of whatever sort, including indirect damages, are excluded unless MID GmbH is shown to have acted with intention or gross negligence. This also applies to failures to adhere to delivery periods or subsequent deliveries or to rent agreements in the case of defects which arise during the rental period. All claims for damages against MID GmbH or its vicarious agents shall be asserted in writing without delay and the right of action shall expire in 12 months. The customer shall indemnify MID GmbH against all Claims asserted by third parties which exceed the scope of liability specified by these terms.

### 9. Securing ownership

9.1 The customer shall notify MID GmbH by way of registered post of any interference by third parties in the proprietary rights of MID GmbH without delay stating the address of the third party involved. The customer shall bear all judicial and extra-judicial costs arising as a result of the intervention. If the purchased or rented object has passed into the possession of a third party, MID GmbH shall itself - without the involvement of the customer - be entitled to demand the surrender of the object.

9.2 To the extent that MID GmbH has proprietary rights in the purchased or rented object the Company or its representative shall be entitled to reassure itself at any time of the continued existence and Status of the object. To this end the customer shall ensure free access to the area in which the object is kept.

9.3 The customer shall assume the duties, risks, liability, tax, charges and other burdens associated with the possession, acquisition and operation of the purchased or rented object. The customer shall be liable for any damages caused as a result of intention or gross negligence as well as for the culpable accidental loss of or damage to the purchased or rented object.

### 10. Defects

10.1 Incomplete or incorrect deliveries as well as recognizable defects in the purchased or rented object shall be notified immediately in writing to MID 3 days after delivery at the latest.

10.2 No claim may be made for rescission or reduction or withdrawal from the contract unless MID GmbH is unable to rectify the damages. Claims for damages or whatever sort, including indirect damages, are excluded.

10.3 The customer shall grant MID GmbH a reasonable period of time and opportunity in which to rectify defects.

### 11. Place of Performance and legal venue

The exclusive place of Performance and legal venue for all disputes arising from the business relationship - including all court proceedings relating to documents, bills and checks, as well as possible actions for the recovery of goods - shall be Nuremberg unless an alternative legal venue is mandated by law.

### 12. Other provisions

12.1 These terms shall apply for the whole period of the business relationship. Previous terms of sale, delivery or Performance shall cease to be valid.

12.2 Should individual provisions of the contract be invalid, this shall not effect the binding validity of the remaining provisions. Invalid provisions shall be replaced by a reasonable alternative provision.

12.3 Additions or modifications to these terms shall only be valid if made in writing.

### 13. Warranties

13.1 MID GmbH shall provide a guarantee for the period of 12 months following delivery. This warranty does not extend to cover natural wear and tear or damages arising owing to improper handling, inadequate maintenance, contamination, use of incorrect accessories, or as a result of extraordinary influences arising during transport. The warranty shall cease

- if repairs are undertaken or the product interfered with by third parties,
- if the customer does not use the operating system approved by MID GmbH.

Costs for the assembly and disassembly as well as transport costs and travel times shall not be borne by MID GmbH.

13.2 In the event of sales to authorized dealers who themselves provide warranty cover, MID GmbH shall not provide any warranty.

Nuremberg, August 2007