

General Contractual Conditions of genua GmbH for the Purchase of genua Products

1 Applicability of the general contractual conditions

The deliveries, services and offers of genua shall take place exclusively on the basis of these contractual conditions.

These conditions are regarded as being accepted, at the latest, with acceptance of the product or service. Counter-confirmations by the customer, under reference to his business/purchasing conditions, are hereby rejected.

2 Subject matter of the contract, definition of terms

2.1 The subject matter of the contract is the purchase of a product or service consisting of the devices and elements listed in the order confirmation, with the characteristics and performance features specified therein. Possible deliveries and services to be provided optionally (e.g. support and/or training) will also be listed in the order confirmation.

2.2 The “delivery object” within the meaning of this contract is the genua product that is defined in more detail in the order confirmation. The computer programmes, associated operating instructions and other associated written material belonging to the “delivery object” shall hereafter be summarily described as “software”.

3 Offer and contract conclusion

1. The offers of genua are subject to confirmation and are non-binding. Declarations of acceptance and all orders require the written or telefax confirmation of genua in order to be legally effective.
2. Details in brochures, catalogues and other documents, particularly drawings, pictures, dimensions, weights or other performance data and information are only binding if they are expressly described as “binding” by genua in writing and verbally. The particularly also applies to solution concepts that genua has prepared prior to issuing or accepting an order. No liability is assumed for the correctness of technical data in third party manufacturers’ brochures.
3. The sales personnel, distribution or service staff of genua are not authorised to form verbal side agreements or provide verbal assurances, which go beyond the content of the written contract.

4 Change to performance

genua reserves the right to carry out technical changes or changes to the content of the service at any time; possible deviations are to be accepted accordingly, to the extent that they are reasonable for the customer. genua is not obligated to carry out such changes, also with respect to already delivered products.

5 Prices

- 5.1 Our prices for the products are stated “ex warehouse”, exclusive of packaging, shipping costs and insurance; these are charged separately. The prices stated in the order confirmation are decisive.
- 5.2 With charging according to hourly rates, the initiated deployment hours are calculated precisely to the half-hour.
- 5.3 genua reserves the right to change the prices accordingly after conclusion of the contract, if after conclusion of the contract, cost rises or cost reductions occur, particularly due to collective bargaining agreements or price increases for materials. These will then be verified to the customer, upon request.
- 5.4 The actual cost is to be paid. For the case that circumstances arise with the customer during provision of the service, which were not taken into consideration upon conclusion of the contract, that result in an increase of the actual cost compared with the calculated cost by more than 20 percent, genua reserves the right to adjust the cost stated in the offer to the actual circumstances. genua shall inform the customer about the price adjustment. At the request of the customer, genua shall provide information about the reasons for the change.
- 5.5 If the customer is responsible for the non-compliance with binding agreed deadlines, genua is entitled to compensation.
 - If the cancellation is made by the customer one to three working days before the confirmed date, compensation in the amount of 0.5 service days less saved expenses will be due.
 - If the cancellation is made by the customer less than 24 hours before the confirmed appointment, the first planned day of service must be fully compensated, minus any saved expenses.

If additional service days have been agreed, an additional compensation of 0.5 service days less saved expenses is due for the second and third agreed day.

The customer is allowed to prove that less or no damage was caused.

genua reserves the right to charge any cancellation fees incurred for trips booked.

- 5.6 Necessary expenses incurred within the context of providing the service, particularly travel and accommodation costs, shall be separately reimbursed by the customer upon verification.
- 5.7 The prices stated by genua are without statutory VAT.
- 5.8 The deduction of a cash discount is only admissible with a specific written agreement.

6 Payment

- 6.1 Invoices are due for payment fourteen days after the invoice date, without deduction. Despite provisions of the customer that may state otherwise, genua is entitled to initially apply customer payments against older debts, the customer shall be informed about the type of settlement that has taken place.
- 6.2 A payment is only regarded as having been made, when genua is able to dispose of the amount. In the case of acceptance of cheques or promissory notes, the payment is only regarded as having been made with their redemption.
- 6.3 If genua should become aware of circumstances, which put the creditworthiness of the customer into question, particularly if a customer's cheque is not redeemed or the customer discontinues payments,

genua is entitled to designate the entire remaining debt as being immediately due for payment, even if cheques are accepted. In this case, genua is also entitled to demand advance payments or collateral. If such required advance payments or collateral are not provided, genua shall be entitled to withdraw from the contract.

7 Delivery and performance period

- 7.1 The following regulations apply accordingly for the provision of services.
- 7.2 Delivery dates or periods, which can be bindingly or non-bindingly agreed, must be in written form.
- 7.3 The beginning of the delivery period indicated by us is subject to the clarification of all technical questions, as well as the provision of documents, approvals and releases which may be required from the customer. Furthermore, all delivery dates are subject to timely and complete delivery to genua by its suppliers.
- 7.4 The delivery period is regarded as being adhered to if the delivery object has left the warehouse by the time of its expiry or if readiness for dispatch has been notified.
- 7.5 Delays in delivery and performance due to force majeure and due to events that make the delivery significantly difficult or impossible for genua – these particularly include strikes, lockouts, official orders, etc., even if they occur with genua's suppliers or their sub-suppliers --, genua is also not obligated to adhere to bindingly agreed periods and dates; this also applies if respective hindrances arise during an existing delay. The above mentioned circumstances entitle genua to postpone the delivery/performance by the duration of the hindrance, plus an adequate advance period, or to fully or partially withdraw from the contract in respect of the part that has not yet been fulfilled.
- 7.6 If the hindrance should last for longer than three months, the customer is entitled to withdraw from the unfulfilled part of the contract, after setting an adequate grace period. If the delivery period should be extended, or if genua is released from its obligation, the customer is not entitled to derive any compensation claims. genua may only call upon the above mentioned circumstances, if it immediately notifies the customer.
- 7.7 To the extent that genua is responsible for non-adherence to bindingly promised periods and dates, or if it is in default, the customer has a right to claim default compensation in the amount of half of one percent for each complete week of default, however, a maximum total of up to five percent of the invoice values for the deliveries and services affected by the default. Further claims are excluded, unless the default is based on a deliberate act or gross negligence by genua.
- 7.8 genua is entitled to provide partial deliveries and partial services at any time, as well as issuing partial invoices.
- 7.9 The adherence to the delivery and performance obligations by genua is subject to the timely and proper fulfilment of the customer's obligations. If the customer should not, or not punctually, fulfil its duties of cooperation specified in the order confirmation or elsewhere, the delivery and performance periods shall be extended accordingly.

8 Place of performance

To the extent that nothing different arises from the offer and order confirmation, delivery “ex warehouse” is agreed by genua.

9 Reservation of ownership

- 9.1 genua reserves the right to ownership of the products until full payment of the purchase price.
- 9.2 The customer is obligated to treat the products with care until transfer of ownership.
- 9.3 The customer is obligated to immediately notify genua of access by third parties to the products, such as in the case of garnishment, as well as possible damage, relocation or destruction of the products.
- 9.4 In the case of contractual infringements by the customer, genua is entitled to withdraw from the contract and demand the release of the products.
- 9.5 The customer is entitled to sell the products on in the proper course of business, subject to proceeding contractually and legally. The customer is not entitled to assignment or pledging. The onward sale is only admissible if the third party has previously acknowledged the provisions for use of the software (numbers 10 to 15) in these General Contractual Conditions, also with effect vis-à-vis himself. The customer already assigns all claims now to genua that accrue against a third party due to the onward sale or for another reason, in the sum of the entitled invoice amount. genua accepts the assignment. After the assignment, the customer is authorised to collect the claim. genua reserves the right to collect the claim itself, as soon as the customer does not properly fulfil its payment obligations and enters into payment default.
- 9.6 The processing and handling of the product by the customer always takes place in the name of and on behalf of genua. If processing should take place with items that do not belong to us, we shall acquire the co-ownership of the new item in the proportion of the value of the product supplied by us, as a share of the other processed items.

10 Duplication rights and access rights with respect to delivered genua software

- 10.1 The customer is permitted to duplicate a delivered genua programme, to the extent that the respective duplication is necessary for using the programme. Necessary duplications include the installation of the programme from the original data media to the mass storage of the hardware use, as well as loading the programme onto the main memory.
- 10.2 If the regular backup of the entire data inventory, including the computer programmes used, is indispensable for reasons of data security or a quick reactivation of the computer systems after a total failure, the customer is permitted to create backup copies in the strictly required number. The backup copies are only permitted to be used purely for archiving purposes.
- 10.3 The customer is not permitted to create further duplications, including the output of the programme code onto a printer or photocopying of the accompanying material supplied in printed form. Additional accompanying material that may be required for employees must be sourced from genua.

11 Multiple use of genua programmes

- 11.1 The customer is also permitted to use the programmes on a hardware unit that differs from the delivery object. However, if the customer changes the hardware, he must delete the programmes from the previously used hardware. No. 17.8 of these General Purchasing Conditions shall remain unaffected.
- 11.2 Simultaneous, saving, keeping on hand or use on more than only one hardware unit is inadmissible. If the customer would like to use the programme on several hardware units simultaneously, he must acquire the respective number of programme packages.

12 Decompiling and changing of delivered genua programmes

- 12.1 The back-translation of the surrendered genua programme codes into other code forms (decompiling), as well as other types of back-indexing of the various software production levels (reverse engineering) are inadmissible, unless they are indispensable for the creation of interoperability of an independently created computer programme. However, in this case, decompiling is also inadmissible, if the necessary information has already been published in a generally accessible form or is provided by genua anyway upon request. The customer can request the required interface information from genua for creating interoperability, against payment of an adequate cost contribution.
- 12.2 Furthermore, programme changes are only admissible if and to the extent that they are required for correcting errors or for adaptation to changed customer requirements and genua either refuses to carry out these changes under appropriate conditions or the changes have not been realised by genua, despite setting an adequate grace period that has fruitlessly expired, or if bankruptcy proceedings have been instigated over the assets of genua.
- 12.3 With all of the admissible changes according to number 12, the information obligation pursuant to number 22 must be observed.
- 12.4 Copyright notes, serial numbers and other features for the purpose of product identification are not permitted to be removed or changed, under any circumstances.

13 Onward sale and onward rental of delivered genua software

- 13.1 The customer is permitted to permanently sell or give the software to third parties, including the user manual and the other accompanying material, provided that the acquiring third party previously declares his consent in writing to the continued applicability of the existing contractual conditions (number 10 to 15 of these General Contractual Conditions), also vis-à-vis himself. In the case of being passed on, the customer must give the new user all programme copies, including possible existing backup copies, or destroy the copies that are not passed on. As a consequence of being passed on, the customer's right to use the programme lapses. The customer is obligated to comply with the information obligation pursuant to number 22 of these General Contractual Conditions.
- 13.2 The customer is permitted to surrender the software to third parties temporarily, including the user manual and the other accompanying material, to the extent that this does not take place by way of rental for commercial purposes or for leasing and that the third party previously declares his consent in writing to the continued applicability of the existing contractual conditions, also vis-à-vis himself, and the surrendering customer passes on all possible existing backup copies or destroys the copies that are not passed on. From the time that the software is surrendered to the third party, the customer has no right to use the programme himself.

- 13.3 The customer is not permitted to surrender the software to third parties, if the justified suspicion exists that the third party will infringe the contractual conditions, particularly the creation of unauthorised duplications. This also applies with respect to employees of the customer.

14 Compliance with the legal provisions regarding the use or exporting of encryption programmes; the customer's exemption obligation

- 14.1 genua products can contain encryption programmes, the export and/or use of which are subject to restrictions, registration or approval obligations, prohibitions or other regulations in European and non-European states, or could be in future. Therefore, genua shall assume no liability or guarantee that these products/the encryption programmes contained therein can presently, or in the future, be used unrestrictedly in national and international data interchange or with export to other states, that they can be unrestrictedly exported there and re-exported from these states into third party states. The above disclaimer does not apply to deliberate acts or gross negligence by genua.
- 14.2 The customer is responsible for ensuring that with use or export/re-export of the programmes, the respective legal provisions of the respective states are complied with. The customer exempts genua from all claims and costs resulting from genua being claimed upon or becoming subjected to sanctions by third parties/authorities of the respective states, due to an infringement of such legal provisions by the customer.
- 14.3 With an onward sale of the programmes to a third party, the customer must ensure that the third party exempts genua in the corresponding manner. If the customer should fail to do this, or if the third party should not be able to effect an exemption, the customer shall be liable to genua in place of the third party.

15 Surrendering of other manufacturers' software

- 15.1 If genua should deliver software that has been manufactured or licensed by a third party, the provisions for use or licensing conditions used in this respect by the third party for use by the end user shall be regarded as agreed, to the extent the genua provides the customer with the respective provisions upon conclusion of the contract or that these are already available to the customer at this point in time.
- 15.2 If the preconditions of the above par. 1 do not exist, or if the conditions of the third party are fully or partially invalid for legal reasons, the previous provisions for genua software (numbers 10 to 14) of these General Contractual Conditions, shall apply accordingly.

16 Inspection and complaint obligation

- 16.1 The customer shall inspect the delivery object, including software and accompanying material, within eight working days after delivery, particularly with respect to the functionality of the hardware, the completeness of the data media and the accompanying material and the functionality of fundamental programme functions. Defects that are determined in doing so must be notified to genua within a further eight working days by registered letter. The complaint must include a best possible detailed description of the defects. With this, the customer shall follow the instructions of genua regarding problem analysis and error determination, within the scope of what is reasonable.

- 16.2 Defects that can not be determined within the scope of the described proper inspection must be complained about within eight working days from discovery, with adherence to the described complaint requirements.
- 16.3 With an infringement of the inspection and complaint obligation, the delivery object is regarded as being approved, in consideration of the respective defect.
- 16.4 The customer has the full burden of proof for official claim preconditions, particularly for the defect itself, for the point in time of discovering the defect and the timeliness of the complaint.

17 Warranty

- 17.1 These warranty regulations shall apply equally to material, legal and workmanship defects.
- 17.2 For the duration of the warranty period, genua warrants that its contractual services possessed the agreed quality upon transfer of risk. An insignificant reduction in value or suitability shall remain disregarded. To the extent that nothing different is offered and confirmed in the order confirmation with respect to individual services, the warranty period shall comprise one year, calculated from transfer of risk. The quality features of the item are fundamentally only agreed to be the product and service description contained in the order confirmation, as well as the subsequent listed features. Public statements, promotion or advertising by genua do not represent additional contractual quality features. The product shall include the following quality features, regarding which the customer is hereby informed:
 - (a) Regarding the product/service specification, reference is made to the order confirmation for the acquired product. These definitions are expressly agreed to be quality features.
 - (b) In view of the advancing technical development, genua shall not assume any warranty that the security mechanisms integrated into the genua products are currently, or in future, insurmountable for unauthorised parties, particularly that the encryption codes can not be decoded by third parties. This particularly applies if the customers does not have any servicing and maintenance carried out for continued technical updating of the system.
 - (c) genua products can contain encryption programmes, the export and/or use of which are subject to restrictions, registration and/or approval obligations, prohibitions or other regulations in European and non-European states, or could be in future. genua shall assume no liability or guarantee that these products/the encryption programmes contained therein can presently, or in the future, be used unrestrictedly in national and international data interchange or with export to other states, that they can be unrestrictedly exported there and re-exported from these states into third party states.
- 17.3 The warranty does not extend to possible defects that are due to outside circumstances, which genua can not influence. In particular, genua shall not be liable for defects due to behaviour by the customer, his representatives and vicarious agents or third parties.
- 17.4 To the extent that a defect exists with the delivery object/service, for which genua is responsible, it is entitled to optionally eliminate the defect or provide a replacement delivery.
- 17.5 In the case of defect elimination, genua has the option, at its own expense, to demand that
 - (a) the defects be eliminated by way of remote data transmission; for this, the customer must grant access to his systems, in consultation with genua, and support genua with the analysis and elimination

through instructions provided by telephone or telefax; the security and confidentiality interests of the customers are to be accommodated in doing so; or

(b) have the defective delivery object/defective components ready for shipment and collection in their original packaging within three days for the purpose of repair by genua, or, at the request of genua, shipped and subsequently shipped back to the customer; or

(c) the customer keeps the defective delivery object available and a service employee of genua is sent to the customer in order to carry out the repair.

If the customer should require that the warranty work be carried out a location specified by him, genua may comply with this request, whereby parts and components subject to the warranty shall not be charged, while working time and travel costs are to be remunerated at genua's standard rates; with warranty work abroad, the required travel costs must always be borne by the customer. The customer must immediately grant access to genua for the defect elimination work without unreasonable conditions, upon request, also by way of remote data transmission. The security and confidentiality interests of the customer are to be accommodated in doing so. genua is entitled to transfer the elimination of defects to a technically competent sub-contractor. genua is entitled, but not obligated, to provide the customer with a temporary replacement device.

- 17.6 In the case of warranty for services under contracts for work and labour, genua is entitled to eliminate the defect by way of rectification. The customer shall grant genua the right to two attempts at rectification.
- 17.7 If genua is not prepared, or not in a position, to provide subsequent fulfilment (defect elimination/delivery of a non-defective item), or if this is delayed, particularly past adequate periods, for which genua is responsible, or if subsequent fulfilment should fail in another way, the customer has the option to rescind the contract (withdrawal) or demand a respective reduction of the purchase price (reduction).
- 17.8 If the customer should choose withdrawal from the contract, due to a legal, material or workmanship defect after failed subsequent fulfilment, he shall also be entitled to compensation for the defect. If the customer should choose compensation after failed subsequent fulfilment, the product shall remain with the customer, if this should be reasonable for him. Compensation shall be limited to the difference between the purchase price and the value of the defective item. This does not apply, if genua has fraudulently caused the contractual infringement.
- 17.9 Other and/or further claims by the customer than those described above are excluded, to the extent that genua is not liable pursuant to number 19, 20 of these General Contractual Conditions.
- 17.10 If operating, maintenance or care instructions issued by genua are not adhered to, changes carried out on the products, particularly on the programmes, the software and hardware components of the system that are precisely tuned to one another are separated, parts replaced or other components used, which do not comply with original specifications, any warranty lapses, if the customer does not refute a corresponding substantiated claim that one of these circumstances caused the defect.
- 17.11 The customer does not receive guarantees from genua, in the legal sense. Manufacturers' guarantees shall remain unaffected by this.

18 Next Business Day Exchange Service

- 18.1 Are genua Products with Next Business Day Exchange Service purchased, the following rules apply. To the extent that these regulations should be fully or partially non-applicable, the general warranty regulations in number 17 shall apply.
- 18.2 Depending on the genua Product purchased with Next Business Exchange Service, for a period of two or three years from delivery within Germany or the EU, a Next Business Day Exchange Service shall be provided.
- 18.3 If the customer should utilise the Next Business Day Exchange Service, he must report the fault on a working day (Monday to Friday, except on public holidays in the State of Bavaria) between 9:00 a.m. and 12:00 p.m. and the fault must be verified by genua during this time. The customer can communicate the fault report to genua by telephone, e-mail or telefax.

Telephone: 089/991950-900

Telefax: 089/991950-999

E-mail: support@genua.de

- 18.4 The response times are guide values and can vary in individual cases (e.g. with disruptions to road traffic, with poor weather conditions, with locations that are not linked to the federal motorway and highway network or with non-culpable, delayed availability of spare parts). With islands or mountainous regions no fixed response time is agreed.
- 18.5 genua is entitled to have the Next Business Day Exchange Service carried out by a technically competent third party.
- 18.6 The Next Business Day Exchange Service has the following service scope:

When defective hardware is present the customer receives within Germany at the next business day an identical device in exchange for the defective unit, within the EU the delivery time is up to six business days. The only prerequisite is that genua has determined the need for a hardware replacement. The customer is obliged to cooperate in the error analysis within its means. genua will carry out the replacement of defective hardware. Here, efforts for the customer arise but taking into account the legitimate interests of the customer. A technician's service call at the customer is carried out only if the originally supplied defective equipment has been installed by genua at the current site. If the device is abroad, the travel expenses are to be borne by the customer. The replacement device remains with the customer instead of the appliance initially delivered.

- 18.7 Deviating regulations must be agreed in writing between genua and the customer.
- 18.8 The following cases are not covered by the Next Business Day Exchange Service:

Faults due to a defective or defectively installed operating system or applications.

Defects of peripheral devices (mouse, keyboard, monitor, etc.)

Faults with application software or defective drivers, data adoption with exchanging of the hard drive (can be optionally ordered as an additional service). In no case, will responsibility be assumed for possible loss of data.

Maintenance work

Change to the device configuration or conversions

Repair due to improper handling or virus attack,

Wearing parts and consumable materials (rechargeable battery, battery, toner, phosphorous layer for screen, writing/reading heads with streamers, keyboards, etc.),

Remedying of possible software errors of third party products (e.g. virus scanners)

19 genua's liability for the infringement of property rights

- 19.1 genua shall only avouch that the delivery object is free from third party property rights (e.g. patents, copyrights, published patent applications, registered trademarks) that exclude/restrict its use within the area of the Federal Republic of Germany.
- 19.2 If infringements of property rights should be asserted after conclusion of the contract and the use of the delivery object should be restricted or forbidden, genua is obligated, at its option and at its expense, to either change or replace the delivery object in the manner such that it no longer falls under the property rights, yet still complies with the contractual conditions, or to effect the right for the customer to use the delivery object in an unrestricted manner, without the burden of license fees. If genua can prove that this is not possible or not reasonable, due to effects on its business situation, genua shall have a right to withdraw from the contract, unless the customer reaches an agreement with the owner of the property rights, at his own expense.
- 19.3 genua shall assume the sole and unlimited liability towards third parties due to infringement of property rights, to the extent that these are not caused by measures of the customer. genua is particularly obligated to carry out all legal disputes resulting from third party claims against the customer at its own expense.
- 19.4 The customer is obligated to immediately notify genua in writing if claims have been asserted against him due to the infringement of property rights and to act in consultation with genua in disputes with third parties.

20 Liability limitation, limitation of actions

- 20.1 With slight negligence in the infringement of obligations, the liability of genua is limited to the foreseeable, typical contractual, direct average loss, according to the type of product or service. genua's liability for slightly negligent infringement of obligations and initial impossibility is limited to five times the net purchase price. This also applies to slightly negligent infringement of obligations by legal representatives or vicarious agents of genua.
- 20.2 genua is not liable for slightly negligent infringement of immaterial contractual obligations. Furthermore, genua shall only held liable to an unlimited extent for deliberate acts and gross negligence, as well as for injury to limb, life and health.
- 20.3 Liability for loss of data is limited to the typical reinstatement costs, which would have occurred with regular and risk-appropriate creation of backup copies, unless the loss was caused deliberately or with gross negligence.
- 20.4 The above regulations also apply in favour of the genua employees.

- 20.5 Liability according to the Product Liability Act shall remain unaffected (Article 14 ProdHG).
- 20.6 Compensation claims by the customer due to a defect shall expire after one year from delivery of the item. This shall not apply if genua can be accused of fraudulent intent.

21 Confidentiality

- 21.1 genua shall retain rights of ownership and copyright to all brochures, catalogues, images, drawings, calculations, price lists and other documents. The same applies to references obtained from third parties named by genua to the customer.
- 21.2 The parties are obligated to treat all correspondence within the scope of implementing this contract and all knowledge gained within the scope of the contractual relationship regarding manufacturing or business secrets confidentially. This particularly applies to such documents and materials that are identified as being “confidential”; prior to passing these on, the express written consent of the identifying party is required.
- 21.3 The above mentioned confidentiality obligations of the parties do not exist, if mandatory legal obligations exist for submitting the documents to a sovereign authority. In the case that such an obligation exists, the submitted party shall immediately notify the contractual partner regarding the passing on of information to the third party.

22 Information obligations

- 22.1 In the case of an onward sale of the purchased object or individual components, particularly with the onward sale of software, the customer is obligated to notify genua of the name and full address of the purchaser in writing.
- 22.2 The customer must describe the disruption of programme use, which is necessary for a permitted programme change pursuant to number 12, as precisely as possible. The description obligation includes a detailing of the symptoms of disruption that have occurred, the presumed cause of the disruption and particularly a detailed description of the programme change carried out.

23 Assignment, setoff, right of retention

- 23.1 An assignment of rights by the customer from this contract requires the written consent of genua.
- 23.2 Offsetting by the customer against the purchase price claim is only possible with acknowledged or legally established counterclaims.
- 23.3 A right of retention may only be exercised by the customer, if his counterclaim is based on the same contractual relationship.

24 Written form

All agreements that contain a change, supplement or firm establishment of these Contractual Conditions, as well as specific assurances and agreements are to be recorded in writing. If these are declared by representatives or vicarious agents of genua, then they are only binding if genua provides its written consent.

25 Confirmation of notification and acknowledgement

The customer is aware of the use of these General Contractual Conditions by genua. He has the opportunity of noting their content in a reasonable manner.

26 Arbitration clause

26.1 The parties agree that with all differences of opinion arising from, or in connection with, this contract, contract extensions or supplements, which they are not able to settle between themselves, to call upon the

Arbitration Office of the

Deutsche Gesellschaft für Recht und Informatik e.V.

Schöne Aussicht 30

D-61348 Bad Homburg v.d.H.

Tel. : 06172 / 920930

Fax : 06172 / 920933

E-mail: XGoebel@aol.com

in order to have the dispute fully or partially, temporarily or finally settled according to its arbitration ordinance, in the version that is valid at the time of initiating the arbitration process.

26.2 In order to facilitate arbitration, the parties mutually waive the objection of limitation of action for all claims from the disputed matter until one month after the end of the arbitration process. The waiver effects a restraint of the limitation of action.

27 Choice of law and legal jurisdiction

27.1 With respect to all legal relationships arising from this contract, the parties agree to the application of the law of the Federal Republic of Germany, under exclusion of all material law or procedural legal standards that refer to the legal ordinance of other states.

27.2 The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

27.3 To the extent that the customer is a fully registered merchant within the meaning of German Commercial Code, a legal entity under public law or a special public sector fund, for all disputes arising within the scope of implementing this contract, Munich (Munich State Court I) is agreed to be the legal jurisdiction.

As of: July 2021