

General Terms of Trade STRUCNAMICS ENGINEERING GmbH (AGB)

last edit: 15.01.2015

1. Validity of the General Terms of Trade

1.1. For all current and future deliveries and performances (the "Products") of STRUCNAMICS ENGINEERING GmbH – hereinafter referred to as STRUCNAMICS, the following Terms of Trade apply between STRUCNAMICS and its customers – hereinafter referred to as Partner.

1.2. Any diverging conditions of Partner which STRUCNAMICS has not expressly approved of in writing shall not constitute a part of the agreement.

1.3 Partner's order constitutes a binding offer which may be accepted by STRUCNAMICS 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. Subject matter of the agreement

2.1. The scope and extent of the Products offered by Strucnamics are subject to the individual agreement and, in case the product is a Software, additionally to STRUCNAMICS's General Terms of License.

3. Delivery

3.1. STRUCNAMICS shall supply the Partner with the Product as described in the contract.

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 Products' operability and report to STRUCNAMICS 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. STRUCNAMICS may make partial consignments which shall be invoiced separately.

4. Passing of Risk

4.1. If goods are delivered, the risk of loss and/or deterioration shall pass to Partner – being an enterprise or a merchant according to German law - at the point of shipment, at the time of collection by Partner or at the time Partner is in default of taking delivery, whichever applies.

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. Fees and expenses are applicable according to STRUCNAMICS's current price list if not agreed upon separately. STRUCNAMICS may invoice such fees and expenses on a monthly basis.

5.2. STRUCNAMICS 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 Partner, STRUCNAMICS is entitled to demand cash in advance or to deliver any goods on a cash on delivery basis. STRUCNAMICS may also demand immediate payment of all undue claims resulting from the business relationship.

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

6. Retention of title

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

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

6.3. STRUCNAMICS is not obligated to terminate the Agreement prior to the assertion of a retention of title.

7. Warranty

7.1. Any claims arising from defects under STRUCNAMICS's responsibility shall be limited to a period of 12 months from the date of delivery. Defects include any deviations of the STRUCNAMICS Products from functions described in the contract, the operating instructions or in the specifications limiting the use of the Products beyond an insignificant extent. STRUCNAMICS does not accept liability for any infor-

General Terms of Trade STRUCNAMICS ENGINEERING GmbH (AGB)

last edit: 15.01.2015

mation provided by Partner included in the Product specifications. STRUCNAMICS does not assume liability for assembly, operating and/or configuration errors committed by Partner. STRUCNAMICS does not accept liability for the correctness of the working results which Partner pursues through the use of the STRUCNAMICS Products.

7.2. STRUCNAMICS undertakes to remove all defects of STRUCNAMICS Products impairing the contractual use beyond an insignificant extent free-of-charge 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, 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 STRUCNAMICS to the best of his ability in remedying the defects, especially by providing STRUCNAMICS sufficient access to the Product including remote access as well as providing STRUCNAMICS with the support of staff familiar with the use of the Product and the relevant procedures.

7.4. The obligation to correct defects does not include defects which do not originate in the STRUCNAMICS 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. STRUCNAMICS may ask for compensation on time-spent-basis if it takes action upon a notification of defect and Partner is not able to proof a defect for which STRUCNAMICS may be held liable. The same applies if defects are remedied after the limitation period for the warranty has elapsed.

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 STRUCNAMICS in writing.

8. Liability

8.1. STRUCNAMICS'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 STRUCNAMICS 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 STRUCNAMICS is excluded or limited as aforementioned this also applies to liability of STRUCNAMICS'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 cause STRUCNAMICS is entitled to claim 30% 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 STRUCNAMICS.

10.2. 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.

10.3. 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.

10.4. 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 (CISG) is excluded. The place of fulfilment for all performances is the seat of the company STRUCNAMICS. In case of any dispute resulting from this agreement the courts of Dresden, Germany shall have exclusive jurisdiction.