

1. General

The following conditions apply to all offers, sales, delivery and labor contracts including consultation, installation and other contractual performances. Any and all variations from our conditions, verbal special agreements and/or warranties require our written confirmation for validity. Customer's terms of business have no validity even when we have not expressly stated otherwise.

2. Offers and Conclusion

Offers and price lists are subject to confirmation. Descriptions of the goods and technical data in price lists, brochures and other printed material are without obligation and not to be understood as assurances of attributes. A conclusion of contract is only effective through our written confirmation of the order. This can be replaced through the Invoice. Telephone orders are considered by us to be received when we have immediate execution or written confirmation. If our order acknowledgement deviates from the order content wise, then our order acknowledgement is considered as accepted if the order is not contradicted in writing within 8 days after dispatch. The basis of a contract for the creation of software is the detailed performance specifications for the needed programs that are signed by the client and us. This performance specification contains all details of the software, which will be provided. The responsibility for the completeness of the performance specification is principally with the client.

3. Price

All sales prices are net prices in EUR free carrier Braunschweig. Packing and shipment are charged for separately, plus the legal current value added tax from the day of shipment.

4. Terms of Payment

Accounts are payable 14 days net after invoice date. On all invoices not paid when due we shall charge interest at the rate of 8% over the prevailing rate of discount of the German Federal Bank. The payment is considered completed on the day that the invoice is paid in full. With transfers or cheque payments completion of the payment obligation is only with an irrevocable credit note on our bank account. After contract conclusion facts appear which leads, after objective evaluation, to a deterioration of the financial standing of the customer then all outstanding accounts become immediately due. In this case we are entitled to limit delivery only with payment in advance or collateral. Furthermore if payment does not take place within 3 days after our written request we are entitled to withdraw from the contract or to demand compensation of damages because of default. We expressly reserve the right to reject cheques or drafts. We accept cheques and drafts only as payment. Costs for bank discounts or draft changes are the responsibility of the customer and are immediately payable.

5. Date of Delivery

All delivery dates are subject to proper and timely sub supplies. It begins with the day as the detailed written agreement between the customer and us is completed and extends without prejudice to our rights for the delay of the customer for the time of the customer's delay. Partial shipments are permissible. In the case of a delay from us the customer must submit a written appropriate extension of time. Withdrawal of the contract is permitted after the expiration of the time limit. Regarding a partial default withdraw from the whole contract is permitted if the partial completion is without interest. We cannot be held liable for shipment losses or delays that occur because of war, riot, strike, lockout or other unforeseeable events, that we have no influence over such as technical defects or acts of God. In these cases the agreed upon period will be reasonably extended. Indicated delivery times for order programming are after best-known calculated date. It can be extended by unexpected facts, which only become obvious with production of the software. In this case we have the commitment to inform the customer immediately. In the case of a delay the client, after a written reminder, must grant an appropriate extension of time.

6. Shipment and Transfer Perils

The delivery is made to the last written known address at the cost and risk of the customer. The risk of loss or damages will in all cases pass to the customer as soon as the shipping goods are handed over to the freight carrier. The same applies to deliveries free destination. The shipment is insured at the expense of the customer against breakage, transportation and fire damage. In the event that the customer does not wish insurance then he must inform us in writing.

7. Retention of Title

We continue to own all goods delivered until full payment of the purchase price is received, including additional expenses and interest, or all cheques and drafts are honored and all other demands are settled in accordance with the agreement concluded between the customer and us. By open accounts the conditional property applies as security to our demand for balance. The processing and converting of the conditional goods are without any accruing commitments for us. In the case of processing, connecting or blending of our goods with others, a co-ownership will be formed on the new product in proportion to the invoice amount of the conditional goods based on a value of the finished goods at the time of the processing connecting or blending. If the customer acquire sole property of the new product, the current co-ownership on the new product will automatically transfer to us in the proportion of the invoice amount of our conditional goods at the value of the remaining finished products at the time of the processing, connecting or blending and is kept in commercial care for us. Resale of the supplied goods, regardless whether processed, connected or both, is only permitted to resellers in the usual course of business under retention of title and then only any outstanding balance from the resale is turned over to us. Pawning or pledging as collateral is forbidden for the customer, likewise is the agreement of transfer prohibition and a transfer without our consent within the scope of a factoring.

The customer hereby surrenders, with respect to the goods supplied by us, all entitled outstanding accounts from the resale or other legal grounds, now or later, in advance to us. In the case of resale of our goods after processing, connecting, blending or the resale of a new product resulting from processing, connecting or blending the outstanding account will transfer to the third party customer in the amount of the invoice value of our processed, connected or blended goods. That also applies in case of resale when our goods through connecting or processing with others became a substantial component of a chattel corresponding §§ 947 Abs. 2 and 950 Abs. 2 BGB. The buyer is entitled, as long as he properly performs his obligations to us, to the collection of receivables irrespective of our collection rights. He is obligated on our demand to inform his customer of the assignment and to hand over the documents and necessary information in order to assert our rights against his customer. If our property is affected through garnishment or other means from a third party the customer is obligated to inform us immediately and to inform the third party of our security interests. If the secured funds exceed the outstanding debts by more than 20 % we will commit ourselves to release an appropriate collateral of our choice if the customer so requires.

8. Claims, Warranty

The customer is obligated to examine all goods after receipt. Notice of apparent defects or transparent damages must be given in writing within eight (8) working days from receipt of the goods at the destination. For 24 months after passage of risk we give the guarantee that the supplied goods are free from material and production errors, however this is limited to standard applications in a standard hardware configuration. Within this period we will improve or replace all parts free of charge whose failure is based on such errors or in contradiction to the signed performance specification. If we are not able to fulfill the obligation within an appropriate amount of time, the customer is entitled to reduction of the payment or cancellation of the contract. A pre-requisite for the error correction is an accurately written error description from the client. If we guarantee the availability of a feature we are only liable for the defect and not for any damage resulting from said defect damage unless otherwise expressly stated. Our warranty is void, when on our goods foreign additional parts or amendments of any kind or changes are made, unless we have agreed beforehand in writing. Excluded from the warranty are all parts that are subject to normal operational wear and usage. Regarding software that contains different components the warranty extends exclusively to parts provided by us and does not apply to parts that are acquired from other sources. The warranty does not extend to the elimination of defects, which are caused by incorrect application of the program. We do not assume any warranty that the programs furnished achieve the desired targets of the client. Warrantees are furnished exclusively in Braunschweig. The return of the device or parts has to take place in the original packaging or at least in equivalent packing. The customer bears the transport costs.

9. Liability

Claims for compensation of any kind – also outside of the warranty – against us, our legal representative and various agents, particularly regarding damage, which did not arise from the delivery article, i.e. because of the breach of contractual obligation, incorrect consultation, from default of contract conclusion, from illicit actions – are barred, unless gross negligence or non contractual express warranty are present. Liability following the product liability law remains unaffected. All other claims against us fall under the statute of limitations and must be filed within 6 months after receipt of the goods by the Purchaser. The purchaser must notify us of any claims regarding the terms and conditions within 14 days after such claims become known.

10. Separate Software

Under normal conditions the client acquires the exclusive and non-transferable user rights of the provided programs for only one specified computer system for an unlimited time. In special cases the purchase of all rights of the provided programs is also possible.

11. Delivery Place and Jurisdiction

Place of delivery is Braunschweig. As soon as the customer is a buyer, Braunschweig is also the area of jurisdiction. This applies also to cheque and actions on a bill of exchange. We are - against customers of our choice - entitled to sue the customer at its place of jurisdiction. The contractual relation and all requirements and legal relations resulting in from shall be construed and enforced in accordance with German law

12. Partial Invalidity

If a part, provision, or clause of the terms and conditions is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of the terms and conditions remaining, and to this end, the terms and conditions shall be treated as severable. The ineffective and futile conditions have to be replaced by one that achieves the exact intended economic purpose in a legally responsible way.