

ORDAT
Conditions of Contract for the
Sale of Hardware

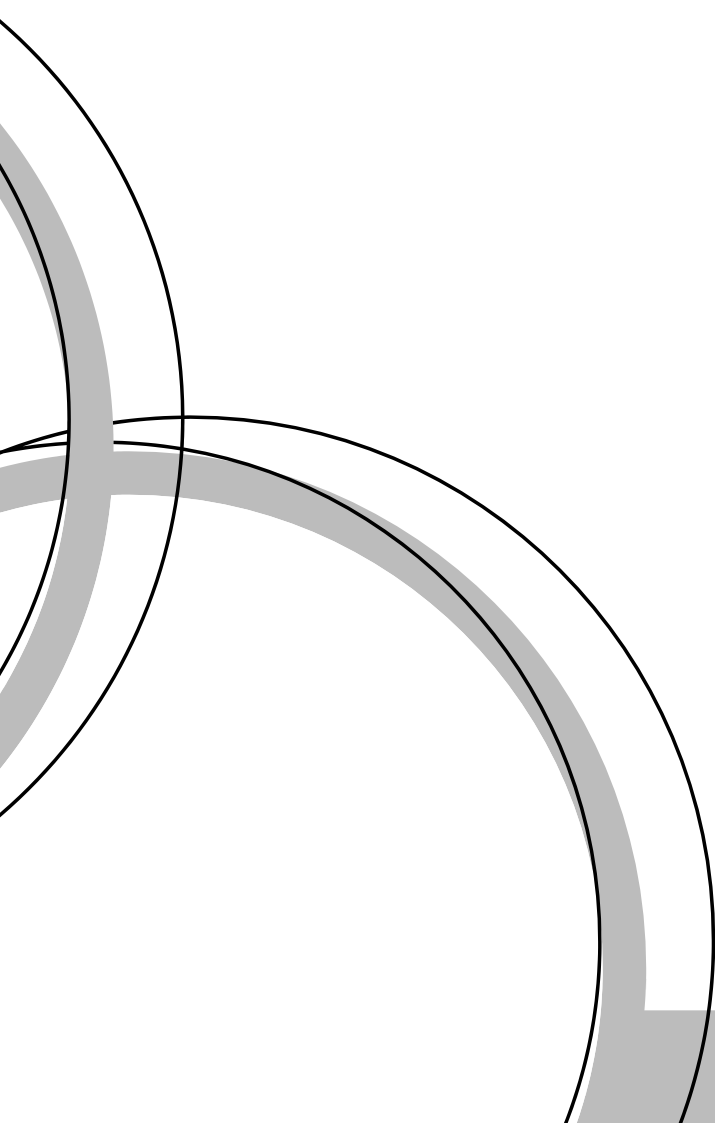




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Conditions of Contract

§ 1 Subject of the Agreement

- (1) The quality and the scope of performance of the hardware and the environment for which it was released can be derived from the product description and additionally from the operating instructions provided that nothing to the contrary is agreed upon.
- (2) Hardware shall be delivered with installation instructions. Operating instructions (user documentation or online help) shall only be delivered provided that they are necessary for proper use. The operating instructions and the installations instructions may at the provider's choice be provided electronically to the client unless this is unreasonable for the client.
- (3) If the hardware delivery contains software that is strictly necessary for its functionality, the client shall only receive a right to use the software with this hardware. Other software is subject to separate regulations.
- (4) The hardware shall be installed and brought into operation by the client provided that nothing to the contrary is agreed upon. All other services of the provider that shall be performed at the client's desire (including but not limited to preparation for use, installation, demonstration of successful installation, instructing, training, and consultation) shall be remunerated at cost.

§ 2 Price, transfer of risk

- (1) Prices are valid for three months after the conclusion of the Agreement. Afterwards, the provider may at the latest one week before delivery appropriately pass on increases of the list price from its preliminary suppliers to the client. The client may rescind the Agreement until delivery, but at the longest within one month after notification of the price increase if the price increase exceeds 5%.
- (2) Risk transfers to the client directly ex works. The client shall transport the hardware completely at its own costs and releases the provider from any and all transport and handling costs.

§ 3 The client's obligations

- (1) The client shall provide the required operation and utilization conditions (e.g. space, energy, climate) for the hardware. The required conditions are derived from the Agreement and provided that they are not regulated there from the product description or operating instructions.
- (2) The client shall especially grant the provider as part of the required aid free access to the setup place of the hardware, provide the required work equipment there to an appropriate extent and give purposeful information (e.g. about utilization conditions or changes to the hardware).

§ 4 The client's claims of defects

- (1) The provider shall warrant that the hardware is in accordance with the agreements according to § 1 Subs. 1 for use in accordance with the Agreement.
§ 5 of the ORDAT General Conditions of Contract shall apply additionally (hereinafter ORDAT GCC) to defects of title.
§ 4 of the ORDAT GCC shall apply additionally to material defects in accordance with following regulations (§§ 4 Subs. 2 to 4 Subs. 4).
- (2) The client shall only have claims of defects if reported defects are able to be reproduced, or can be proven in another way by the client. § 2 Subs. 3 of the ORDAT GCC shall especially apply to giving notice of defects.



» Conditions of Contract

- (3) If the client is entitled to claims of defects, the client shall at first only have the right to subsequent performance within an appropriate deadline. The subsequent performance shall at the provider's choice include either remediation or another delivery. The client's interests shall be appropriately considered when the provider chooses the type of subsequent performance. The title to parts that are changed out due to subsequent performance is transferred to the provider.
- (4) If the subsequent performance fails, or if it cannot be performed for other reasons, the client may reduce the remuneration in accordance with the statutory requirements, rescind the Agreement, and/or demand compensation of damages or expenditure in accordance with the requirements of § 6 of the ORDAT GCC. The client shall exercise its option to which it is entitled in regards to these claims of defects within an appropriate deadline. This is normally within 14 calendar days from the client's opportunity to announce the option chosen.
- (5) If the client rescinds the Agreement, the provider shall take the hardware back and reimburse the remuneration paid by the client less the opportunity of use granted to the client, but at the most the normal sales value of this hardware at its return. These opportunities of use shall normally be calculated for a use period of three years due to degressive depreciation. Both contracting parties reserve the right to prove that a longer or shorter use period should be taken into account.

§ 5 Applicability of the ORDAT GCC

In addition the ORDAT General Conditions of Contract shall apply (ORDAT GCC).