

Appendix A :

General Terms and Conditions for Sale and Delivery of Software Products of L & W GmbH

A.1.General Information

A.1.1. These "General Terms and Conditions" are valid for any delivery of software by L & W GmbH (the vendor).

A.1.2. The vendor will deliver only on the basis of these "General Terms and Conditions". Other terms and conditions, especially those defined by the purchasing conditions of the buyer, will not become part of the contract even if such conditions are not explicitly rejected by the vendor.

A.2.Right of Use

A.2.1. The buyer is entitled to use the software for an unlimited period of time. He has no exclusive right to use the software.

A.2.2. The right to use the software is limited in the same way the use of a book is limited: The software is allowed to be passed on to another person to be used in different places and on different machines of the same type running the same operating system. Just as it is impossible for a book to be read at the same time in different places by different people, the software may not be used by different people in different places on different machines.

A.2.3. The buyer is not entitled to make copies of the software - except for backup purposes. It is not allowed to make copies of the documentation.

A.2.4. If the buyer acts as a reseller of the software, he is entitled to transfer to a third party his non-exclusive right to use the copies of the software delivered to him. At the same time he forfeits his right of use. Only the right of use, not the right to transfer the right of use, may be sold to the enduser.

A.2.5. Complete payment is the prerequisite for the right of use. The delivered software remains the property of the vendor until all open bills between buyer and vendor have been settled.

A.3.Prices and Terms of Payment

A.3.1. Without special agreement our prices are not quoted ex point of sale, packing not included.

A.3.2. Full payment is due immediately upon receipt of the goods. The vendor reserves the right to deliver only against cash on delivery or cash in advance.

A.4.Warranty and Liability

A.4.1. The vendor only accepts liability for defects which significantly affect capabilities of the software as stipulated in the contract. Excepted from any kind of warranty are defects caused by improper installation, use, and operation or by repairs and changes not explicitly authorized by the vendor.

A.4.2. The vendor will correct significant software errors (according to point 4.1.) either by installing an improved version of the software or by informing the buyer of a workaround. The correction will be provided in a timely manner and the method of correction will be chosen by the vendor.. The buyer does not have the right to request a change of the contract or a reduction of the price.

A.4.3. The vendor does not guarantee the uninterrupted or error free operation of the software. The vendor does not guarantee that every combination of functions a customer might chose will work. The suitability of the software for any particular purpose is not guaranteed by the vendor.

A.4.4. Any liability for direct and indirect damages, for consequential damage, or for damages suffered by third parties is excluded if legally permissible. Liability in the case of severe negligence, whether accidental or intentional, remains unaffected. In any case, however, liability is limited to the purchasing price of the software.

A.4.5. The warranty is limited to 6 month from the time of shipment or pick-up of the software. This is the limitation period for all warranty claims including the ones named in point 4.4.

A.5.Place of Performance and Place of Jurisdiction

A.5.1. Place of performance is the location of the vendor's head office.

A.5.2. The exclusive place of jurisdiction for any present or future dispute stemming from any business relationship with the vendor is the location of the vendor's head office.

A.5.3. The above place of jurisdiction applies if the buyer has no general place of jurisdiction in the Federal Republic of Germany, if the buyer moves his place of residence out of Germany after signing the contract, or if the buyer's place of residence is unknown at the time of the institution of legal proceedings.

L&W GmbH, June 2008