Please note: The German version of these general terms and conditions shall be the binding version, the translation into English is a courtesy translation.

1. GENERAL

1.1 The general terms and conditions stipulated in this document apply for all DVSE contractors, goods, services and offers.

1.2 Any customer terms and conditions conflicting with the terms and conditions in this document will not be a part of the contract. This also applies in the absence of explicit objection and includes cases in which delivery has already taken place.

1.3 Deviations and/or additions to these terms and conditions as well as changes and additions to existing contracts, including the DVSE terms and conditions associated with such contracts, must be approved in written form.

2. OFFERS AND CONCLUSION OF CONTRACTS

2.1 DVSE offers are non-binding and subject to change, particularly regarding prices, lot sizes, delivery times, delivery methods and additional services.

2.2 The scope of DVSE services is determined solely in the order confirmation sent by DVSE and supported by the general terms and conditions stipulated in this document as well as DVSE's software license agreement. The latter take precedent in cases of overlapping rules.

2.3 DVSE reserves the right to make changes which deviate from the offer documentation and/or the order confirmation insofar as strictly required by legal or technical standards.

3. INSTALLATION, TRAINING AND CONSULTATION

3.1 The customer is responsible for the correct installation of the delivered software. The scope of delivery does not encompass the installation of the software by DVSE or the training or orientation of the customer or other users of the software. These services require a supplementary agreement and incur additional charges.

3.2 If such a supplementary agreement has been signed, the customer is required to ensure that the necessary conditions are in place and that a sufficient working area is available for the installation.

3.3 Information provided must be confirmed in written form.

4. OBLIGATION OF INSPECTION AND DEFECT NOTIFICATION; SCOPE OF DELIVERY

4.1 If the customer is a merchant, he or she is obligated to inspect the software or software components for defects immediately upon delivery. Any defects must be reported promptly to DVSE.

4.2 DVSE is entitled to have services performed on its behalf by third party providers.

4.3 DVSE reserves the right to make partial deliveries and to provide partial services.

5. PRICES

5.1 Quoted prices are net and do not include packaging or shipping costs. Prices quoted in the order confirmation are binding. The applicable VAT is charged separately. Deliveries and services for which a price was not expressly agreed in advance will be charged according to the current list price on the day of the delivery of services.

5.2 Services for which no fixed price was agreed will be charged according to the current price list at the time of order acceptance.

5.3 DVSE is not bound to the prices quoted if the agreed delivery date is more than four months from the date of the written order confirmation. In such a case, the current prices at the time of delivery apply.

6. DELIVERY TIMES

6.1 The deadlines stipulated by DVSE, specifically delivery times, are only binding upon receipt of written confirmation from DVSE.

6.2 Any changes to a contract nullify any previously agreed dates and deadlines insofar as no conflicting written agreement exists.

6.3 Delivery and service times shift accordingly in cases of force majeure or any other obstacle for which DVSE is not responsible and which have an impact on the delivery or service, especially in cases of strikes or lock-outs at DVSE or its contractors or subcontractors.

7. CUSTOMER DEFAULT ON ACCEPTANCE

If the customer defaults on the acceptance of the ordered goods, DVSE reserves the right to withdraw from the contract or to demand compensation for non-performance after the expiry of a grace period of 14 days. If DVSE demands compensation, this compensation comprises 30% of the value of the order if the customer cannot prove lower damages or DVSE cannot prove higher damages.

8. TRANSFER OF RISK; GUARANTEE

8.1 The customer is aware that under some circumstances, given the present state of technology, it may not be possible to deliver software which is entirely error-free with regard to its wide array of functions and its complexity. DVSE does not guarantee compatibility.

8.2 Should DVSE carry out the installation of software, the customer is required to immediately test the software at the request of DVSE and together with a DVSE employee. If software performance is in accordance with contractual terms and conditions, the customer is required to promptly declare acceptance in written form.

8.3 DVSE has the option of correcting defects either by repairing them or by replacing the defective goods, subject to the following paragraph. DVSE may also eliminate software defects through a new software release. If the software remains defective despite repairs or replacement, the customer reserves the right to demand a price reduction or to withdraw from the contract.

8.4 Guarantee claims must be submitted to DVSE in written form. They must contain an exact description of the detected defect. After the defect has been reported, DVSE has the option of either providing bug-fixing tips to the customer or executing other bug-fixing measures such as the delivery of data carriers or information sheets.

8.5 Guarantee is excluded should the customer not fulfil his or her obligation to inspect the software and report defects in a timely manner, as specified in item 4.1. The guarantee is no longer valid if the customer or a third party carries out changes to the delivered software, unless the customer can substantiate that a software defect is not caused by the changes to the software.

9. LIABILITY

9.1 DVSE is only liable in cases of violation of key contractual obligations (cardinal obligations) or in cases of wilful intent or gross negligence. Any further liability is excluded.

9.2 DVSE is not liable for atypical, unforeseeable consequential damages or damages which the customer could have prevented through the implementation of reasonable measures – primarily program and data backup and sufficient user training.

10. PAYMENT

10.1 Payment must be made immediately upon billing, unless otherwise agreed. If the customer defaults on payment, DVSE is entitled to charge past-due interest of 4% above the current discount rate set by the German Federal Bank.

10.2 The rights of offsetting and retention are only permitted if the customer's counter-claims have been accepted by DVSE or are legally binding.

10.3 If the customer has defaulted on several payments simultaneously, his or her obligations from licence agreements and then other services and deliveries by DVSE and finally his or her obligations from maintenance contracts and other continuing obligations will be redeemed in this order upon an incoming payment.

11. RESERVATION OF OWNERSHIP

DVSE retains the right of ownership of the program carriers provided. If the customer is a merchant, the established rights of ownership remain valid until all existing or resulting claims related to the business relationship have been paid in full. This also applies if one or more claims have been incorporated into a current account and the account balance has been settled and recognised by DVSE. Upon full ownership of the program carriers, the customer acquires the rights of use specified by the product licence.

12. SCOPE OF RIGHTS GRANTED

12.1 DVSE retains all user rights, industrial property rights and exploitation rights insofar as there is no other existing written agreement regarding the delivered software. Proprietary notices, including those of third parties, attached to program carriers or packaging or in any other way visible must be adhered to.

12.2 If not otherwise agreed, the customer acquires a simple user right for the software provided. This user right may be duplicated only for backup and installation purposes should this become necessary due to technical reasons. Network user rights require a special agreement.

12.3 The contractual software may not be edited unless mandatory legal provisions provide otherwise or another agreement exists in the licence agreement or the applicable terms and conditions. DVSE repairs software defects as a part of standard maintenance contracts.

12.4 Decompiling or disassembling the contractual software (reverse engineering) is prohibited. DVSE reserves the right to provide the customer upon request with information regarding the establishment of interoperability of the contractual software with other programs for an appropriate fee. If the customer uses the information provided, he or she is bound to the limitations cited in §69e Article 2 of the Copyright Law.

13. INDUSTRIAL PROPERTY RIGHTS OF A THIRD PARTY

The customer undertakes to promptly inform DVSE of third-party property right claims regarding the delivered software and to relinquish the legal defence to DVSE at DVSE's own cost. In the case of third-party property right claims, DVSE retains the right to make necessary changes to the software at its own cost. These changes may also be made to software which has already been delivered and paid for.

14. ASSIGNABILITY OF CLAIMS

The customer is not entitled to assign claims arising from contracts with DVSE or other rights or obligations arising from contracts with DVSE to a third party in whole or in part. This also applies for guarantee claims.

15. DATA PROTECTION

The customer permits DVSE to edit, store and evaluate data acquired from the customer as a result of the business relationship in accordance with the Data Protection Act of the Federal Republic of Germany (§ 26 BDSG).

16. FINAL PROVISIONS

16.1 If one or several provisions in the terms and conditions stipulated in this document become legally invalid, the remaining portion of the terms and conditions still retains validity and is binding. If any terms or conditions are or become partially or wholly invalid, they shall be replaced with provisions which come closest to the economic intent of the invalid provision.

16.2 The place of fulfilment for all DVSE deliveries and services is Bargteheide. If the customer is a merchant or has its headquarters located in a foreign country, DVSE decides whether the area of jurisdiction is that of the DVSE headquarters (Ahrensburg) or that of the customer.

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