

# CargoSoft GmbH

## General Trading Terms and Conditions

The following General Trading Terms and Conditions are applicable for agreements made with companies, public legal persons and public legal and special sector funds.

### 1) Other deviating agreements

We do not accept any other deviating terms and conditions of the customer.

Any alterations of these terms and conditions require our express acceptance in writing to be legally enforceable.

### 2) Quotations and conclusion of agreement

- Quotations are prepared by us as exactly as possible. However, we reserve the right for later alterations and amendments
- Any statements made in printed matter about weight and measurements are approximate values, unless such values have been guaranteed in writing.
- In the case where we have confirmed orders in writing, the contents of this confirmation of the contract and the scope of delivery shall be legally binding.
- Any subsidiary agreements and verbal declarations incl. agreements and guarantees of our employees shall only become part of the contract if confirmed in writing. The power of attorney to grant guarantees and agreements shall be limited to the managing director, authorised signatory and business agents.

### 3) Prices

Our prices are quoted in € plus Value Added Tax.

### 4) Terms of delivery

Our terms of delivery shall only be binding after express confirmation in writing, since our staff are not authorised to grant verbal delivery agreements. The terms of delivery shall only be binding with the reservation that

- we have been supplied correctly and on time,
- unexpected events including industrial action, lock-outs and Acts of God do not hinder the fulfilment of our obligations,
- the customer has fulfilled his participation obligations on time (provision of required documents, information and similar).

### 5) Warranty

- In the case of the sale of faulty goods or work we shall be obliged to carry out a repair free of charge or make a new delivery.

In the case that the repair or replacement delivery does not remove the fault, the customer shall be entitled to exercise his right in accordance with articles §§437 No. 2, 440, 441 BGB (German Civil Code) (Termination of contract or reduction of price). A termination of contract is only possible if at least three attempts to remove the fault have been unsuccessful.

We only shall pay damage compensation within the obligations of the warranty, if we are responsible for damage due to gross negligence. This limitation does not apply in the event of harm to life, body or health of a person.

- Should the customer, as a result of moveable goods newly supplied and manufactured by us, be subject to warranty claims he shall be entitled to exercise his right in accordance with articles §§478, 479 BGB (German Civil Code).
- The customer shall be obliged to carefully check the purchased or leased goods and any other services at the point of transfer and/or receipt and report to us any fault found. If the fault is found at a later date he shall report this to us immediately. If the customer does not comply with his obligation to immediately report such faults, the delivery shall be deemed as fulfilled regardless of such faults.
- In the case of unauthorised access by third parties to the supplied goods or services any warranty claims shall be rendered null and void.
- Second-hand machinery shall be sold as seen.
- The technical data and description of supplied goods are based on the information provided by the manufacturer. We can therefore not guarantee in principle such characteristics to the customer.
- The warranty period of limitation is 12 months. In case of damage claims due to our negligence and due to articles §§438 paragraph I No. 2, 634a paragraph I No. 2 BGB (German Civil Code) the statutory periods of limitation shall apply. Article §479 BGB (German Civil Code) shall remain intact.

### 6) Exclusion of claims

If not covered by our public liability insurance and as far as no major contractual obligations are concerned (so-called cardinal obligation), we shall only be liable for faults that have been caused due to our intended or gross negligence. This limitation does not apply in the event of harm to life, body or health of a person.

### 7) Damage prevention/ data back-up

The customer shall be obliged to undertake all measures to prevent possible faults and in particular undertake at least 5 daily data back-ups on appropriate data backup media; answers to all questions on data backup can also be obtained from us. We shall not be liable for any faults which could have been prevented through the use of an acceptable data backup routine.

### 8) Assignment covenant

The rights of the customer arising from the business transactions with us cannot be assigned to any other third party.

### 9) Payment

- All invoices have to be paid net immediately on the respective due date, unless agreed otherwise. A payment delay will start after the fifth day after the due date and date of invoice.
- Retaining payments and the off-set of payments of counterclaims that have not been authorised by us or have been defined as legally valid are not permitted.
- If after prior agreement bills of exchange have been accepted this will only have been done for fulfilment reasons. Discount and bill of exchange fees plus Value Added Tax shall be borne by the buyer in accordance with private banking rates and are due immediately.

### 10) Title retention

The delivery of all goods is carried out with retention of title. The goods shall remain our property until all our receivables from our business relationship with the buyer have been paid in full

### 11) Protective and copyrights

All copyrights and commercial protective rights in software services, quotations, drawings, bid documentation etc. shall remain with us. The aforementioned services and documentation may not be made accessible to third parties.

### 12) Additional terms and conditions

- Additional service conditions

In addition to the before-mentioned terms and conditions the following shall apply for installation and services:

- Third-party work and services

Our quotation does not include third-party work and services (e.g. breaking through walls, painter and decorator work etc.)

- Quotations

Wherever in our quotations the applied prices are not guaranteed, the customer shall be informed immediately if the cost applied is expected to exceed more than 20%. In such cases the customer shall be entitled to terminate the agreement in accordance with article §650 BGB (German Civil Code).

- Interim invoices

Installation and services that in total exceed a period longer than 6 weeks shall entitle us to issue fortnightly interim invoices that will become due immediately.

- Additional conditions for software services:

In addition to the before-mentioned terms and conditions the following shall apply for software services:

- Standard software

The scope of delivery of standard software (basic software packages and individual business software packages) has been determined in the individual specifications supplied to the buyer. Any deviating and additional requirements shall only be binding if confirmed in writing. Our staff are not authorised to grant verbal agreements.

- Custom-made software packages

The determination of software requirements for custom-made individual software and its application shall be based on the system analysis carried out by the customer and shall be the basis for all programming services rendered. The determination of all software requirements shall be confirmed in writing by the customer (see also section 2 c).

- Usage rights

The customer shall have the right to use software within the operational environment determined by the licensor in the enclosed agreement and/or software note, or - usage has not been determined - to use the software for a single user on a single computer.

- Third party software licenses

We shall assign third party licenses only under their license conditions.

### 13) Place of fulfilment and jurisdiction

Place of fulfilment for the delivery and payment is Bremen.

The place of jurisdiction for all claims resulting from our legal relationship to customers shall be Bremen; for any claims against us this shall be the only and exclusive place of jurisdiction. We shall be entitled to undertake legal action against the customer at any other legally authorised court. The agreement about the place of jurisdiction shall not apply to companies that are not legally confirmed merchants.