

General Terms and Conditions of Business (GTC)

This document is a translation of the terms and conditions of ignitix IT Consulting GmbH, originally written in German.

The translation was done with care, but there is no guarantee that the text is free of errors.

In any case of misunderstanding or errors within the translation the German conditions always prevail.

1. Contract extent and validity

General terms and conditions apply for all contracts concluded between ignitix IT Consulting GmbH (in the following called ignitix) and their clients concerning all services listed in section 2, as far as there are no other written agreements or legal specifications.

All orders and agreements are only binding if they are duly signed by ignitix and obligate the contractor only to the extent indicated in the confirmation of order. The client's terms and conditions shall not be applicable and are hereby expressly rejected. All offers by the contractor are subject to change.

2. Service and testing

2.1. The following may be subject of an order:

- elaboration of organizational concepts
- global and detailed analysis
- creation of individual programmes
- delivery of library- (standard-) programmes
- acquisition of user authorizations for software products
- acquisition of usage rights of the work
- start-up assistance (adjustment support)
- telephone advice
- maintenance of programmes
- creation of programme carriers
- other services

2.2. The elaboration of individual organization concepts as well as programmes is carried out according to the type and scale of information, documents and devices provided by the client. This also assumes that the client provides practical data as well as sufficient product testing possibilities in the normal work time and at his expense. If the client already works with the equipment provided for testing in real operations, the responsibility for the protection of the data is with the client.

2.3. The creation of individual programmes is based on the written service specifications which ignitix will prepare against payment according to the information and documents provided by the client. These service specifications are to be examined by the client for correctness and completeness, marked with his approval. Any later requests for changes can lead to delayed completion and new price agreements.

2.4. Individually provided software and programme adoptions require a technical approval by the client at the latest 4 weeks after delivery. This approval has to be confirmed in a protocol by the client (examination on correctness and completeness on the basis of the service specifications by means of the provided practical data accepted by ignitix, mentioned under 2.2). If the client lets elapse the period of four weeks without technical approval the software is considered to be approved. If the client uses the software in real operations the software is regarded as approved in any case. Defects, which shall be defined as deviations from the performance specification agreed upon in writing, shall be sufficiently documented by the purchaser and reported to ignitix, who shall strive to eliminate the defects efficiently. In the case of written announced defects a new approval is required after defect repair. A significant defect only means that the system cannot go live or continuation of operation is not possible.

The client is not entitled to reject the software due to minor defects.

2.5. With the order of library-(standard)-programmes, the client confirms the knowledge of the scope of services of the ordered programmes.

2.6. If in the course of work, it turns out that the completion of the order according to the service specifications is actually or legally impossible, ignitix is obligated to immediately indicate this to the client. If the client does not change the service specification in such a way that a completion is possible, ignitix can reject the completion. If the impossibility of the completion is the result of a failure of the client or of a subsequent change of the service specification by the client, ignitix is entitled to claim all arising expenses for services of the contractor up to this date and possible costs for dismantling.

2.7. The shipping of programme carriers, documentations and service specifications takes place at the expense and risk of the client. Furthermore, training courses and explanations required by the client are charged separately. Insurances are only carried out when desired by the client.

3. Prices, taxes and fees

3.1. All prices are in Euros excluding value added tax. They are only valid for the current order. All prices mentioned are calculated from place of business of ignitix. The costs of programme carriers (such as CD, DVD, magnetic tapes, magnetic disks, floppy disks, streamer tapes, magnetic tape cassettes etc.) as well as any contract fees are charged separately.

3.2. For library-(standard-) programmes the current list price of the day of delivery is valid. For all other services (organizational consulting, programming, training, conversion support, telephone consultation etc.) the work burden is charged according to the rates of the day of value performance. Deviations from working time that forms the basis of the contractual price for which deviations ignitix is not responsible shall be invoiced according to the actual work.

3.3. Travel and accommodation expenses are charged separately to the client's account according to the valid rates. Travel times are considered as working time.

3.4. The agreed hours and day fees are adapted annually according to "VPI2005" rounded to integer numbers.

4. Date of delivery

4.1. Ignitix is anxious to keep the agreed date of fulfilment (completion) as exactly as possible. Unless expressly agreed dates are not regarded as fixed.

4.2. The agreed upon date of completion can only be kept if the client provides all necessary work and documents in due time, in particular the service specification accepted by the client in 2.3, and attends to his co-operation duties in the required extent. Ignitix is not responsible for delivery delays and cost increases which are the result of incorrect, incomplete or later changed information and/or provided documents. All additional costs following this are to be paid by the client.

4.3. For orders involving several units and/or programmes, ignitix is entitled to make partial deliveries and/or submit partial invoices.

5. Payment

5.1. All invoices made out by the contractor are payable within 14 days upon receipt including value added tax without any deductions and free of costs. The payment conditions, which have been arranged for the total order, apply to partial invoices equally.

5.2. For orders which cover several units (e.g. programmes and/or training, realizations in several stages), ignitix is entitled to make out an invoice after delivery of each individual unit or service.

5.3. The adherence to the agreed dates of payment is an essential requirement for the delivery and/or fulfilment of an order by ignitix. In case of failure to comply with the agreed payments ignitix is entitled to stop the current work and withdraw from the contract. All costs involved as well as the loss of profit are to be paid from the client. In case of payment delays, interest on arrears of 1,5 % per month shall

be invoiced. In case that the client fails to pay one rate of partial invoices ignitix is entitled to let date loss come into force and to place all open rates due.

5.4. The client is not entitled to withhold payments because of an incomplete delivery, guarantee or warranty claims.

6. Copyright and use

6.1. The copyright for all services (programmes, documentations etc.) is entitled to ignitix and/or its licensors. The client only has an exclusive usage right, which requires that after payment of the agreed upon fee the client uses the software only for own purposes, with the hardware specified in the contract and in the extent of the acquired number of licenses for the simultaneous use on several workplaces in the agreed upon period. With the current contract the client only acquires usage rights of the work. According to the copyright law, a spreading by the client is impossible. Even if the client participated in the production of the software, he acquires no further rights beyond the usage right specified in the present contracts. Every infringement of a copyright of ignitix results in claim for damages and demands full compensation.

6.2. The production of copies for data protection purposes is permitted on condition that the software contains no specific prohibition by the licensor or other third parties and that all copyright and property notations are transmitted into these copies without changes.

6.3. If the disclosure of the interfaces is necessary for the production of interoperability of the software, this has to be assigned by the client at his own expenses to ignitix. If ignitix does not follow this demand and a decompilation according to the copyright law takes place, the results are to be used exclusively for the production of interoperability. Misuse leads to compensation for damages.

7. Right of withdrawal

7.1. In case of delay the client is entitled to withdraw from the order via a registered letter if the agreed service is not performed after an appropriate extension of time, which has to be granted in written form (timeframe 4 weeks), if essential parts of the agreed services are not performed. If ignitix is to be blamed for the delay ignitix is not entitled to any remuneration.

7.2. An act of God, labour disputes, natural disaster and transportation barriers as well as other circumstances which are not within ignitix's influence release us from the delivery commitment. We are entitled to redetermine the agreed delivery time.

7.3. Cancellations by the client are only possible with the written agreement of ignitix. If ignitix agrees with a cancellation then it has the right to charge a cancellation fee of 30% of the order value of the overall project, apart from the work performed and the accrued costs.

8. Guarantee, maintenance, modifications

8.1. Notices of defects are valid only if they concern defects that are reproducible and if they are submitted within 4 weeks after delivery of the agreed service or, in the case of custom-designed software, after acceptance of the programme in accordance with point 2.4. In case of warranty, the improvement has precedence over a price reduction or redhibition. In the case of a justified notice of defect, the defects shall be remedied within a reasonable period of time, whereby the client shall enable ignitix to undertake all measures necessary for examination and removal of defects. The presumption of defectiveness in accordance with § 924 of the ABGB is ruled out.

8.2. Corrections and supplementations which turn out to be necessary until the delivery of the agreed service because of organizational and/or programming defects which has to be carried by ignitix are accomplished free of charge.

8.3. Costs for support, false diagnosis as well as fault clearance, which have to be carried by the client, as well as other costs for corrections, changes and supplementations are accomplished by ignitix against separate payment. This also applies for the repair of defects if they result from programme changes, supplementations or any other kind of interference conducted by the client himself or a third party.

8.4. Furthermore ignitix does not take over guarantee for failures, breakdowns or damages which are the result of improper use, changed components of the operating system, the interface or parameter, the improper use of organizational resources and data carriers (as far as they are prescribed), abnormal service conditions (in particular deviations from the installation and storage conditions) as well as transport damages.

8.5. Ignitix does not take over guarantee for programmes which have been changed subsequently by own programmers of the client and/or third parties.

8.6. If an order consists of changes and/or supplementations of an already existing programme the guarantee is only valid for the change and/or supplementations. The guarantee for the original programme is not thereby revived.

9. Liability

Ignitix is liable for damages according to the statutory provisions, if it can be verified that it was intentional or gross negligence. In case of slight negligence, liability is excluded. Compensation for consequential damage and pecuniary loss, savings not earned, loss of interests and for damage from third-party claims against ignitix shall be excluded, to the extent permitted.

10. Loyalty

The contracting parties commit themselves to mutual loyalty. They will omit every kind of enticement and occupation, also over third parties, from employees who worked on the realization of the project, of the other contracting party during the duration of the contract and 12 months after completion of the contract. If one of the contracting parties breaks this rule this party is obligated to pay liquidated damages in the amount of an annual salary of the employee.

11. Data protection, secrecy

Ignitix obligates its employees to keep the regulations according to §15 of the Data Protection Act.

12. Miscellaneous

If an individual provision of this contract is or becomes invalid, all other terms and conditions of this contract remain unchanged. The contracting parties will cooperate in partnership in order to find a regulation which comes close as much as possible to the invalid provision.

13. Final clauses

13.1. This contractual relation is regulated by the Austrian law.

13.2. In case of potential disputes, only the local competency of the objective responsible court for the place of business of ignitix applies as agreed.

13.3. For sales to consumers in term of the Consumer Protection Law these regulations are only applicable if there are no other regulations in the Consumer Protection Law.