

Commercial terms of offer

1. Terms of payment

- 1.1 Payments shall be due without any deductions free of charge to the supplier's payment office in accordance with the offer.
- 1.2 In case of deliveries and services, for which a provisional final amount cannot be determined at the time of ordering, the supplier reserves the right to request a deposit payment according to circumstances when the order is placed and partners during the performance of the contract in accordance with the costs incurred. Deposit and part payments are not subject to interest.
- 1.3 The delivery period commences on the date of receipt of the deposit provided that the other terms of the contract have been fulfilled.
- 1.4 The day on which the supplier can freely dispose of the amount shall be deemed date of performance for payments of any kind.
- 1.5 In case any agreed payment dates are exceeded, the consequences of default will commence without any requirement for a specific reminder. Without prejudice to other or further-reaching rights or claims, default interest at the rate of 4 percentage points above the EURIBOR rate shall be owed on an annual basis.
- 1.6 If the customer defaults on payment of the price, the supplier shall be entitled to demand surrender of the goods delivered and to claim damages for breach of contract (see also "Reservation of proprietary rights"). In case of default, in particular cessation of payment, request for settlement or moratorium, all claims of the supplier shall become due for payment immediately.

2. Services by the customer

In order to be able to accomplish a smooth performance of the project, cooperation by the customer is required.

The following services are to be provided:

- All clearances, authorisation procedures as well as necessary coordination with the final customer are to be accomplished by the customer.
- Enabling of free access to the plant during installation, acceptance test on site and trial operation.
- Provision of operating personnel and technical support on site.
- Provision of working stations and communication facilities during installation, acceptance test on site, trial operation and duration of any further maintenance contract.
- During the processing of the project, the customer will provide a point of contact that is familiar with the configuration of the systems. -All functional processes and plans as well as functional descriptions must be presented by the customer for projecting and programming purposes.
- The requirement specifications are prepared by the customer.
- The language of contract is German.

3. Liability for defects

The company PLT networks GmbH has liability insurance with a sum insured to the amount of € 5,000,000.

The liability conditions of the manufacturers are applicable for delivered products and appliances.

Corrections are made according to our choice at the place of use or in our facilities.

In case of corrections at the place of use, we will only cover the costs that would have been incurred if the work had been accomplished in our facilities.

As a general rule, costs will not be refunded, which the customer had to pay for requested or accomplished corrections, modifications or maintenance that was not approved by us.

Parts that are exposed to increased wear are excluded.

4. Other liability

Claims for damages by the customer, irrespective of for which reason, in particular for positive breach of an obligation, for infringement of contracting duties and from any tortious act as well as any cases of force majeure are excluded. This shall not apply where liability is imposed by the Product Liability Act or in cases of wilful intent, gross negligence, lack of assured properties, or infringement of essential contracting duties. However, compensatory damages for the breach of substantial contractual duties shall be limited to contractually typical foreseeable damage, unless the damages are due to intent or gross negligence. In any case, the liability shall be limited to the value of the contractually agreed amount or the liability insurance of the supplier. A change to the burden of proof to the disadvantage of the buyer is not associated with the foregoing provisions. Lost profits from production failure/downtime are generally excluded.

5. Act of God (force majeure)

The following circumstances are considered to be force majeure insofar as the normal performance of the contract is affected by this:

Strike, lockout or plant closure as well as other circumstances beyond the control of the contractual parties, such as fire, flood, armed conflicts, civil unrest, seizures, impairment of transport logistics, procurement of materials or energy affairs as well as the impairment of deliveries by sub-contractors insofar as they are created by the afore mentioned circumstances. The occurrence of force majeure is to be reported to the contractual partner without delay.

The contractual partner is to be informed without delay as soon as the force majeure no longer exists.

If the force majeure is not terminated within two weeks, the contractual parties shall be entitled to terminate the contract without notice. The contractual partner is to be remunerated as per agreement for the services that have already been rendered as well as the home journeys of the staff.

6. Reservation of proprietary rights

The objects of delivery (reserved goods) shall remain the property of the supplier pending fulfilment of the claims he is entitled to from the business relation with the customer.

7. Place of jurisdiction and applicable law

Any disputes arising in connection with the contract from this offer or on its validity shall be finally settled under the Rules of Arbitration of the German Institution for Arbitrary Jurisdiction (DIS) excluding the regular legal proceedings. German law shall be applicable. The place of arbitration shall be Bitburg. Arbitration proceedings are to be conducted in the German language.

8. Software

The use of delivered computer software or parts thereof is to be treated with strict confidentiality and is to be limited to the systems, for which it is intended. Modifying, copying or duplicating of the software shall only be authorised after prior written permission by the contractor. All rights related to the software shall remain with the contractor. All source programs and diagnostics software are not included in the scope of delivery, unless this is expressly mentioned in the contractor's offer.

9. Export regulations

In case of (re-)export of the products, the customer will observe the appropriate German and US American regulations and advise his customers that German and US American export and import regulations will apply in case of (re-)export. The customer shall bear all legal and financial consequences in case of non-compliance.

10. Scope of delivery

The deliveries and services of the contractor shall be limited to the extent as described in the scope of supply and service and/or the technical specification of this order. The provision of missing or additional material is not included in the contract price. The passage of risk in case of deliveries shall be the point in time when the goods leave the premises of PLT networks GmbH.

11. Increases

Services not listed as well as those commissioned after a point of suspension agreed with the customer are to be settled by a supplementary offer or according to time and effort involved in accordance with the offer. There is no supply and price commitment for products that are verifiable announced by the manufacturer or supplier on short notice.

12. Confidentiality

This offer and the related documents are entrusted to you subject to the proviso that the technical and commercial knowledge contained in them is not otherwise used or made available to third parties without our consent.

13. Pricing

The offered prices are valid incl. for follow-up orders and extensions of the hardware and software deliveries for the project in accordance with the offer. The prices indicated above are valid plus the current value added tax and include all services in our house as well as the work determined in our offer in your house and/or at the customer's premises. All major changes incurred after the point of suspension are dealt with in separate additional services offered. These additional services will only be rendered after receipt of the associated order.

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