

General Conditions Relating to the Supply of Goods and Services by LANCIER MONITORING GmbH



1. General Specifications

- 1.1 Agreements - particularly inasmuch as they amend these conditions - are only valid with our written confirmation.
- 1.2 All of our current and future supplies of goods and services including recommendations advice and other related activity (hereinafter defined as "supplies") are carried out solely on the basis of these General Conditions. Other conditions, particularly the buying and/or purchasing conditions of the Purchaser, are not included in the contract even if we have not expressly excluded them.
- 1.3 We retain the title to and copyright of all estimates drawings and other documents. They may be passed to third parties only with our agreement.
- 1.4 Should the contractual obligations be amended after submission of the tender by new or changed legal regulations or new requirements by the authorities or inspectors, the contract shall be reviewed in the interests of both parties.
- 1.5 The Purchaser has the non-exclusive right to use the software in its unmodified form with the agreed performance criteria on the agreed equipment. The Purchaser is permitted to make two back-up copies except where this has not been agreed or is noted to the contrary for example in the data processor or software documentation. Transfer to a third party is expressly forbidden unless the Purchaser cedes all his claims to the rights conveyed in the contract to the third party.
Our rights of invention patent title and usage in the products we supply are not generally transferred. In the event of contravention of these rights, we reserve the right to seek prohibitory injunction and damages. The manufacture of copies of individual components or systems is only permitted with our express agreement in writing.
- 1.6 As far as customer orders are concerned the supply contract comes into effect only after our notification of acceptance, confirmation of order, invoice - in text or written form - or delivery of the products ordered. Our offers remain open for acceptance in text or written form for 5 working days unless we specify otherwise.

2. Price, Payment, Security

- 2.1 Prices do not include packing freight insurance and other related costs (storage, overseas inspection). If we are responsible for erection or installation and in the absence of any other agreement, the Purchaser is liable for the agreed prices and additional related costs such as travel costs, and tool and personal luggage transport costs. For the rest, current INCOTERMS shall apply. Turnover tax (value added tax) at the current level is in addition to the prices. And we shall show the German or foreign tax due on the turnover separately on the invoice along with the prices. Where deposits or other pre-delivery payments are involved, and where we are liable to pay the tax on receipt of these payments, we shall raise separate invoices with the tax shown separately. The turnover tax is due for payment at the same time as the rest of the invoice amount. For orders of less than 25 Euros (net) a small order surcharge of 10 Euros applies. All taxes customs duties and other outlay required by the authorities overseas must be refunded by the Purchaser.
The fees for the procurement and certification of certificates of origin are 90 euros and will be charged separately.
- 2.2 Payments are due on the agreed dates or in full no later than 2 weeks after receipt.
- 2.3 Retention or offset by the Purchaser of any due amount is permitted only in the absence of any dispute by ourselves or where approved by the courts.
- 2.4 We accept discountable and correctly taxed bills of exchange as long as this has been expressly agreed. Where bills of exchange or cheques are accepted, the debt is settled only when they have been cleared. Discounting costs and all other charges arising from the clearance of the bill of exchange or cheque are to be borne by the Purchaser.
- 2.5 If settlement dates are not met interest will be charged at least at the rate approved by the State. We reserve the right to claim further damages.
- 2.6 If payment is delayed or if settlements due are at risk through loss of credit-worthiness of the Purchaser we are entitled to demand immediate payment regardless of the due date of any other bill of exchange or to demand security. We are entitled also to deliver any outstanding supplies only against prepayment or provision of security.
- 2.7 We are entitled to offset all settlements due by the Purchaser to us against any he might have against us.
- 2.8 Should there be difficulties in the transfer of due payments to the Federal Republic of Germany, regardless of the reason, all charges arising are to the cost of the Purchaser.

3. Packing

- 3.1 Unless otherwise agreed all packing will be invoiced separately to the Purchaser. Or we may require return of the packing with due settlement of deposit and wear and tear costs.
- 3.2 We accept return of used packaging within the scope of existing regulations providing it is delivered carriage paid to our premises.

4. Deadlines, Completion Problems

- 4.1 Deadlines apply only on condition that all details of the contract have been clarified in due time including provision by the Purchaser of all required documentation and permits, the release of all drawings and the timely transfer of any agreed deposit and the timely provision of any agreed payment surety. A further precondition is the timely availability of construction and erection requirements including the provision by the Purchaser at no cost to ourselves of electricity gas water and any necessary personnel.
- 4.2 Delivery deadlines are deemed to have been met when the goods are declared available if through no fault of our own we are unable to despatch them on time.
- 4.3 Should the completion of our responsibilities be prevented by the advent of unforeseen events that affect us or our suppliers or subcontractors and that we by all reasonable diligence could not avoid, for example, war, act of God, internal unrest, natural disaster, accidents, strikes and lockouts, other trade disturbances and delays in essential supplies, there will be an extension of the deadline for the duration of the delay plus a reasonable time allowance for restart. Should the completion of our responsibilities become impossible or beyond reasonable expectation, we have the right to withdraw from the contract. The

- 4.4 purchaser has the same right should it become unreasonable to expect acceptance or offtake of our supplies due to the delay.
If we are overdue and if the Purchaser can show that this causes him material harm he is entitled to claim damages for delay. This amounts to 0.5% per complete week up to a maximum of 5% of the value of that part of the supplies that because of the delay cannot be used for the purpose originally intended. All compensation claims that exceed these limits are expressly rejected, whether they claim damages for delayed supplies or claim damages instead of making good the deficiency in performance. This applies to all supply delays even if we have been given an extension of the deadline. This does not apply to cases where liability is concluded for deliberate omission or gross negligence of duty or for damage to life, the person or to health. The Purchaser may only withdraw from the contract in accordance with official regulations if blame for the supplies delay can be ascribed to us. Any alteration in the burden of proof to the disadvantage of the Purchaser is not implied by the foregoing.
It is the duty of the Purchaser at our request to declare within a reasonable period whether in the case of delayed supplies he still requires the goods or services and/or whether he wishes to apply the other remedies or rights that are available to him.
- 4.6 The right of withdrawal of the Purchaser or of ourselves applies fundamentally only to the unfulfilled part of the contract. The Purchaser may also withdraw from his contractual obligations for parts of the contract that have been fulfilled but are of no use to him.

5. Handover

- 5.1 If handover has been agreed, it must take place immediately after notification of its availability.
- 5.2 If special performance criteria have been agreed for the contracted goods and/or services or if we require them, the Purchaser is bound by the terms of the handover. This is valid also for part deliveries that may be deemed complete in themselves.
- 5.3 If handover, through no fault of ourselves, does not take place on time or is not completed, it will be deemed to have taken place on the third working day after notification of its availability.
- 5.4 In any case handover is deemed to have been effected if the goods and/or services have been put into use without our agreement.
- 5.5 The Purchaser must make all the preparations necessary for the handover. With the exclusion of our personnel costs the Purchaser is responsible for all costs related to the handover.
- 5.6 The Purchaser may not refuse handover because of minor deficiencies. This does not affect his rights in section 8.

6. Passing of Risk, Carriage, Cancellation

- 6.1 Risk in carriage paid despatches as well and in part deliveries passes to the Purchaser as follows:
 - 6.1.1 supplies of goods and/or services where erection or installation is not involved: at the point when they are ready for despatch or collection. Should the Purchaser so request and at the cost of the Purchaser we shall insure the supplies against normal transport risks;
 - 6.1.2 Supplies where erection or installation are involved: on the day of acceptance on site or after handover, if this has been agreed.
- 6.2 If despatch, delivery, commencement, performance of erection or installation, taking-over on site or handover is delayed by the Purchaser or acceptance is delayed for whatsoever reason by the Purchaser, risk passes to the Purchaser. Interpretation of the trade terms will be governed by INCOTERMS in force at the time of finalising the contract.
- 6.4 We have the choice of means and ways of transport. The same applies in the choice of transport company and freight forwarder.
- 6.5 Goods and/or services whose availability for delivery has been notified must be called off immediately. Otherwise, we have the right to put them in storage at our discretion at the cost and risk of the Purchaser and to invoice them as though delivered.
- 6.6 We have the right to carry out and to invoice part deliveries.
- 6.7 If the Purchaser does not fulfill his duty within a reasonable period to accept the goods and/or services that have been ordered or if he refuses to accept them and we are not in the least responsible, we have the right to withdraw from the contract and to claim flat rate damages instead of consequential damages according to the following formula:
For goods that are complete at the time of refusal the total net price must be paid. In all other cases a flat rate compensation of 40% of the net price will be charged. Where the flat rate of compensation is applied we shall make available to the Purchaser the finished or partly finished goods.

7. Reservation of Title

- 7.1 The delivered goods remain our property (we retain title) until all our requirements in the scope of our business relationship with the Purchaser have been met, in particular all outstanding payments due.
- 7.2 Working on and processing goods in which we retain title takes effect as far as we are concerned as the manufacturers in the meaning of § 950 of the BGB (German Civil Code). The goods worked on are deemed our property in the sense of clause 7.1. Where the goods are processed combined or integrated with other products by the Purchaser we have part ownership of the new item in proportion to the value of the goods to which we have title to the value of the other products used. Should our property lose its entity as a result of the above processing combining or integrating work the Purchaser shall immediately transfer to us the property rights in the new entity or object in proportion to the value of the goods to which we have title and shall keep it safe at no cost to ourselves. Our rights of part ownership are deemed to be goods in which we have retention of title in the sense of clause 7.1.
The Purchaser may dispose of the goods in which we have title only in accordance with his normal trade practices and within his normal terms of business and as long as he is not in payment arrears providing he agrees a retention of title with his customer and providing the claims on such disposal laid down in clause 7.4 pass to us. The Purchaser is entitled to no other form of disposal.

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BLZ 400 501 50
Kto.-Nr. 340 287 38

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- 7.4 The claims of the Purchaser on the disposal of the goods in which we have title, regardless of whether they have undergone modification or combination with other products or not, are transferred immediately to us in proportion to their value or at the level of our share of the ownership rights according to clause 4.2; this takes effect by depositing the disposal value in the account of outstanding payments due.
- 7.5 It is the duty of the Purchaser to insure at his own cost the goods in which we have title against theft breakage fire and water and other damage for the duration of his responsibility to us and to provide evidence of this at our request. He cedes all his rights under these insurance contracts irrevocably to us until completion of his contractual duty. Should the Purchaser not comply with the foregoing responsibility, we reserve the right to arrange such insurance at the level we deem fit at the cost of the Purchaser with the proviso that all the rights in the insurance contracts are to the benefit of ourselves.
- 7.6 It is the duty of the Purchaser to maintain the goods in which we have title in perfect condition and to have any necessary repairs carried out immediately by specialists; he shall always keep us informed of them, in particular their current whereabouts. We reserve the right to visit the place where they are at any time; whenever required, the Purchaser shall arrange access for us or our appointees to the goods in which we retain title. It is the duty of the Purchaser to inform us immediately of any danger to our property.
- 7.7 In case of non-compliance of the Purchaser with the duties conveyed in clause 7 we are entitled to demand immediate settlement of all outstanding payments for the goods in which we retain title or to demand securities regardless of the term of payment of any bill of exchange. Should the Purchaser not settle all outstanding payments within 7 days of demand or not provide the requested securities within the same period, he forfeits the right to use the goods in question. We are then entitled to demand the immediate return of the goods at the cost of the Purchaser whose rights of retention are all expressly terminated. The Purchaser grants us immediate irrevocable access to the goods in which we retain title and gives us the right us to take them back.
- 7.8 We are entitled, regardless of the payment commitments of the Purchaser, to realise the value of the recovered property on the open market or to take them over at the current market price. The market price will be set by the sworn specialist appointed by the Chamber of Commerce and Industry responsible for such goods. Both we and the Purchaser are bound by the decision. We shall offset the value realised or the market price against the payment commitments of the Purchaser after deduction of any costs we have incurred.
- 7.9 Our recovery or reclaim of the title of property as well as the distraint on the goods do not represent withdrawal from the contract unless we have expressly declared this to be the case.
- 7.10 Should the value of the securities provided exceed the demands to be secured by more than 20% we are duty bound to make available to the Purchaser at his request securities of our choice.
- 8. Liability for Deficiencies, Damages**
- Our liability for deficiencies is as follows:
- 8.1 To remedy, resupply, or replace free of charge at our choice all those goods supplied that become defective prior to the expiry date of the warranty period regardless of the length of time of operation and where the cause existed prior to passing of risk. Where software is involved whose source code we ourselves can modify ("class A"), we shall make good the deficiency by, at our choice, the supply of an update that only remedies the deficiency or of an update that also remedies the deficiency. Where software is involved whose source code we are unable to modify ("class C"), we shall make good the deficiency by, at our choice, the supply of a corresponding update or upgrade insofar as such is available to us or can be obtained by us with reasonable effort.
- 8.2 Claims for deficiency expire in 12 months (the warranty period). This does not apply where §§ 438 subsection 1 no. 2 (constructions work and components/Bauwerke und Sachen für Bauwerke), 479 subsection 1 (retrospective claims/Rückgriffsanspruch) and 634a subsection 1 no. 2 (construction defects/Baumängel) of the BGB (German Civil Code) prescribe longer periods. The regulations concerning restriction of the period and deadline limitation or commencement are not affected.
- 8.3 Complaints of deficiency must be made immediately in writing.
- 8.4 Where complaints of deficiency are raised the Contractor may withhold payments only inasmuch as they are in reasonable proportion to the deficiency. He may withhold payments for deficiency only when they are beyond doubt. Should the complaint prove wrong we are entitled to reclaim from the Contractor all costs arising.
- 8.5 The Contractor must first give us the opportunity to make good the deficiency within a reasonable period.
- 8.6 Should the attempt to make good the deficiency fail twice the Contractor is entitled to withdraw from the contract or reduce reimbursement without affecting his rights of possible claims for damages given in clause 10.
- 8.7 Claims for deficiency are not valid for insignificant deviation from the agreed quality, for insignificant impairment of use, for wear and tear or damage that arises after passing of risk and as a result of faulty or careless handling, excessive demands, unsuitable usage, defective building works, unsuitable ground, or that arise as a result of peculiar external forces (for example, chemical, electrochemical, or electrical forces or unusual temperatures or weather) that were not provided for in the contract. Nor are claims valid for one-off software failures. In addition, the liability for defects lapses if the operating instructions and / or the prescribed maintenance intervals are not adhered to. In all the aforementioned cases, the expenses incurred, such as the inspection, access or the like are charged to the customer. Likewise, no claims are valid should the Contractor or a third party apply inappropriate alterations or working conditions or for the consequences thereof. We accept claims for software deficiency up to the operational cut-off level that we envisaged and not for any expansion thereof by the Contractor.
- 8.8 Claims for damages are dealt with in clause 10. Further claims against us or our partners or claims not specified in this clause 8 that arise from omission in the contract are expressly excluded.
- 9. Rights of Commercial or Intellectual Property; Omission of Rights**
- 9.1 Unless otherwise agreed it is our responsibility to deliver the goods and/or services, to the destination country only, free of all infringement of commercial property or intellectual rights. Insofar as a third party makes justifiable claims against the Contractor for infringement of commercial or intellectual property rights in goods and/or services supplied as per the contract, we indemnify the Contractor for the duration of the warranty period (clause 8.2) as follows:
- 9.1.1 We shall, at our choice, and at our cost either obtain a right of use for the goods in question or change them sufficiently to eliminate the infringement or exchange them. If we are unable to do this on commercially acceptable terms the Contractor has the usual rights to withdraw from or reduce the contract.
- 9.1.2 Claims for compensation are dealt with in clause 10.
- 9.1.3 Our above responsibilities apply only if the Contractor informs us immediately in writing of the claims made by the third party, does not admit liability for any damage to the third party and on condition that we retain the right of defence and settlement negotiations. If the Contractor suspends the use of our goods and/or services on the grounds of damage limitation or for other important reasons, it is his responsibility to point out to the third party that this suspension is not an admission of liability for infringement of rights.
- 9.2 All claims by the Contractor are expressly excluded where he has been party to the infringement of property or intellectual rights.
- 9.3 Furthermore, all claims are expressly excluded if the infringement is caused by special requirements of the Contractor or is caused by the Contractor's modification of the goods or by his combining them with goods not of our manufacture.
- 9.4 If infringement of commercial or intellectual property rights should arise, the claims settlements in clause 9.1.1 and the conditions in clauses 8.4 and 8.5 will apply.
- 9.5 In the event of omission of other rights, the conditions of clause 8. apply.
- 9.6 Further claims or claims other than those stipulated in this clause 9. against us and our partners for omission of rights are expressly excluded.
- 10. Other Claims for Damages**
- 10.1 For damage to the person where we are to blame we accept liability for unlimited damages; for damage to material where we are to blame we accept liability for replacement costs up to a sum of EUR 5,000,000.00 per event per year. Where damage to data processing equipment is involved the duty of replacement does not include the restoration of lost data or information.
- 10.2 Other claims for damages or for other costs (hereafter: claims for damages) for whatever reasons and particularly for infringement of duty beyond our control or for inappropriate usage are expressly excluded.
- 10.3 This does not apply in situations where there is compulsory liability, for example where the laws of product liability apply, in cases of deliberate or gross negligence, harm to life person or health, in cases where a material guarantee has been accepted or in cases of significant infringement of contractual duty. The claim for damages in any case of significant infringement of contractual duty is limited however to damage that is typical or foreseeable in this type of contract as long as deliberate or gross negligence does not apply or there is no liability for harm to life person or health.
- 10.4 Any claims for damages that the Purchaser may make in accordance with this clause 10 expire at the end of the warranty period for deficiency claims defined in clause 8.2. This does not apply in cases of deliberate or gross negligence or where claims are made under the laws of product liability.
- 10.5 Any alteration in the burden of proof to the disadvantage of the Purchaser is not implied by the foregoing liability stipulations.
- 10.6 Our products or components thereof may not be used in life-sustaining, medical or military systems without our agreement. We are not liable for any damage arising from contravention of this.
- 11. Non-Performance; Adaptation of the Contract**
- 11.1 Should performance of the agreed supply become impossible, the Purchaser is entitled to claim compensation unless such non-performance is beyond our control. However, the Purchaser's claim for compensation is restricted to 10% of that part of the supply that cannot be used for purpose as a result of the non-performance. This restriction does not apply in cases of deliberate or gross negligence or in cases of harm to life person or health where compulsory liability exists. Any alteration in the burden of proof to the disadvantage of the Purchaser is not implied by the foregoing. The Purchaser's right of withdrawal from the contract remains unaffected.
- 11.2 Temporary non-performance is governed by clause 4 (delay).
- 11.3 Inasmuch as unforeseeable events in the sense of clause 4.3 significantly alter the commercial effect or composition of our deliveries or have a significant effect on our business, the contract may be appropriately modified in all good faith. Insofar as this is not commercially viable, we have the right to withdraw from the contract. Should we wish to use this right of withdrawal, we shall inform the Purchaser without delay as soon as we realise the consequences of the event, even if the delivery period has been extended.
- 12. Export Permits, Transfer of Contractual Rights and Obligations**
- 12.1 Export of the goods and/or services may be subject to export permits because of, for example, their type or purpose (refer also to comments in contracts, delivery notes and invoices).
- 12.2 We are entitled to transfer the rights and obligations of the contract to a third party. This transfer will not take effect should the Purchaser refuse permission in writing within four weeks of receipt of the relevant communication. This will be made clear in the communication.
- 13. Expanded Terms and Conditions of the UMS Hosting Service**
- LANCIER Monitoring GmbH (Lancier) provides clients with a service allowing them access to the data measured by their monitoring stations. Said data are administered and stored by Lancier. The data can be accessed on the Internet and is password protected.

**Geschäftsführung
General Management**
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13.1 Making contract

- 13.1.1 The contractual relationship comes into effect when Lancier sends the client a positive written response to their written request for same.
- 13.1.2 If the client wants more channels / users than agreed then this too must be requested in writing and agreed to by Lancier in writing. Lancier will not withhold agreement to same except for important reasons in law. The cost of the aforementioned service depends on the current Lancier price list, which is available on request.

13.2 LANCIER Monitoring GmbH services

- 13.2.1 The client will be granted access to the agreed number of data points and channels by the agreed number of users on the server/s made available by Lancier. Lancier will provide the client storage space and the necessary software on the server/s so that they can access the measurement data and visualise same.
- 13.2.2 The client will be assigned a password so that he/she can download content from the server/s.
- 13.2.3 Lancier will ensure both trouble-free operation and server system functionality.
- 13.2.4 Lancier reserves the right not to operate the server/s themselves but to assign such operation to third parties.
- 13.2.5 System availability is required to be 98% or better per annum.
- 13.2.6 The client will advise Lancier if availability is worse than 98% p.a.
- 13.2.7 The maintenance/service times specified and/or advised of in advance are not included, nor are down times of networks operated by other providers or down times due to force majeure.
- 13.2.8 Lancier is entitled to process the data sent by clients insofar as this is essential to contract performance.

13.3 Payment

- 13.3.1 The client will pay a basic annually fee for service availability. The client will also make payment dependent on the number of possible measurement channels and of users as laid down in Lancier's current valid price list. Payment of the amounts due and payable will be made annually in advance as invoiced by Lancier. If the contract begins or ends within a calendar year then the aforementioned amounts are due and payable pro rata.
- 13.3.2 Arrears of payment attract interest of 8 % above the basic rate provided the client is not a consumer. Lancier reserves the right to assert further claim/s for damages in law.

13.4 Lancier's ancillary obligations

- 13.4.1 Lancier may shut the web site down for planned maintenance/servicing of their server/s. Lancier will advise the client of unplanned maintenance/servicing in good time but at least ten working days beforehand. Taking any server/s offline without warning is not permissible except where Lancier or their vicarious agent/s cannot be held liable for same or same is due to force majeure.
- 13.4.2 Lancier has a duty to remedy malfunctions advised them within a reasonable time. The client is to be advised when such a malfunction has been remedied.
- 13.4.3 Lancier will make a Hotline available.
The telephone number is 0251-674-999-0.
The Hotline can be reached during normal office hours free of charge (except for the usual charge/s per call in the German fixed-line network)

13.5 Guarantee/warranty rights

- 13.5.1 Lancier guarantees that their services are free of defects that affect their server system in any other than a minor manner. The scope of the data that can be stored depends on the physical limits and the speed/s of the hard- and software employed.
- 13.5.2 The client is relieved of the obligation to pay as above should a malfunction occur that is within Lancier's sphere of responsibility, and particularly such that affect data storage on the server/s for the duration of such malfunction.
- 13.5.3 Withdrawal from the contract or a right to serve extraordinary notice of termination of the overall contract is only feasible if continuation of the contractual relationship is unreasonable or a breach of contract of more than minimal effect remains extant despite the serving of a reminder on the subject and/or the written setting of a period of grace in which to remedy matters. No reminder is needed if the breach of contract is so major that such a reminder seems inadequate to remedy said breach and/or re-establish trust. Lancier is normally entitled to two attempts to remedy the malfunction/s in question before any extraordinary notice of termination of contract may be served.

13.6 Liability

- 13.6.1 Lancier has taken out liability insurance sufficient to cover the risks incurred by the client under this contract of the server/s malfunctioning.
- 13.6.2 Lancier excludes liability for damage due to simple negligence insofar as same does not involve major breach of contract, damage to, or loss of, life or limb or claims asserted under German product liability law. The same applies mutatis mutandis to breaches of obligation by Lancier's vicarious agent/s.
- 13.6.3 In the event of breach of any major contractual obligation liability is restricted in cases of simple negligence to damage typically associated with the contract and foreseeable.
- 13.6.4 Liability for damage due to downloading harmful software or other content from the Internet is explicitly excluded. Clients should take precautions against such damage by using appropriate protective software, e.g. anti-virus programmes.
- 13.6.5 Lancier is liable for regaining/recreating data in view of the foregoing if the client has taken the usual and suitable precautions to secure and back up their data and has ensured that the data can be reconstructed at reasonable cost. The client has in particular a duty to take suitable technically state-of-the-art protective measures to hinder computer viruses deleteriously affecting their data or other phenomena making them unusable.
- 13.6.6 Any associated client liability will be set off and/or asserted against him/her.
- 13.6.7 Liability for guarantees, under product liability law and/or for deceitful behaviour and/or damage to persons remains unaffected.
- 13.6.8 Should any party hereto be unable to perform this contract despite their best efforts to do so due to force majeure (war, industrial dispute, natural disaster and/or power outage in particular) then that party is relieved of all obligations hereunder for the duration of such hindrance.

13.7 Duty of confidentiality / data protection

- 13.7.1 Lancier must oblige its staff to maintain confidentiality on all client information acquired whilst performing this contract and to observe data protection law. The client will advise Lancier in good time of information/data being subject to especially stringent confidentiality. This particularly applies to business and company secrets.
- 13.7.2 The client agrees to personal data (stock data) and other information concerning their use habits (connection data) (e.g. time, number and duration of connections, access words, up- and down-loads) being stored by Lancier during the term hereof insofar as same is essential to contract performance and in particular for accounting purposes. Lancier uses and processes such data for their own purposes in advising their clients, in advertising, in market research and for tailoring the design of their telecommunications services. The client may object to such use/s.
- 13.7.3 Lancier undertakes to comprehensively advise the client on request at any time and without charge of such data stock affecting the client. Lancier will not advise any third party of such data or of the content of any of the client's private messages without their agreement. This does not apply insofar as Lancier is legally obliged to reveal such data to a third party, in particular to organs of state, and/or this is envisaged as part of internationally accepted technical standards, and the client doesn't object to same.
- 13.7.4 Lancier expressly points out to the client herewith that comprehensive data protection of data messages in public networks such as the Internet is not currently technically possible. The client knows that Lancier is technically able to access all data stored on their server/s, including web sites, at any time. Other Internet users may technically be able to intervene in the network security system without authority and control message traffic. The client is therefore wholly and solely liable for the security of the data they receive or transmit on the Internet themselves.
- 13.7.5 Use by the client above and beyond the intended purpose, in particular uploading software, is expressly excluded.

13.8 Contract term and termination

- 13.8.1 The contract expires at the end of the twelfth month after it is made.
- 13.8.2 It is extended automatically by a further year if no party to it serves notice of objection to such extension within three months of contract expiry or the end of the respective period of extension in writing.
- 13.8.3 If the client is in arrears of payment for two months in sequence then Lancier may terminate the contract without notice. The assertion by Lancier of other claims in law due to arrears of payment is unaffected by this.
- 13.8.4 Any party hereto may serve notice of termination of it for important reasons in law. One such reason is continuation being unreasonable under the circumstances of the individual case and in view of the parties' mutual interests. A reminder is required before any such termination unless remedial success cannot be expected or the relationship of trust is permanently disrupted such that immediate contract termination seems reasonable. Other such reasons are in particular if any party hereto becomes insolvent, bankruptcy proceedings are opened against their assets and not rejected as unjustified or such proceedings be rejected for lack of assets. Such reasons also include the other party or parties breaching contract and not remedying same within a reasonable period of grace of ten working days. Reminder and/or period of grace can be waived if continuation of the contractual relationship is unreasonable in view of the severity of the breach, if no remedial success can be expected or if immediate termination seems justified in view of the parties' mutual interests. Lancier is normally to be granted two opportunities to remedy any defect/s. Termination without notice is not to be considered if breach of contract is minor making such termination seem unreasonable in the circumstances.
- 13.8.5 An important reason for clients is Lancier being unable to make the web site accessible on the Internet or available online for five or more working days due to force majeure.
- 13.8.6 If improvement/expansion of server performance by Lancier involves any fee increase/s then the client has the right to extraordinary termination from the date on which such increase/s come/s into effect.

14. Completion, Court of Jurisdiction, Applicable Law

- 14.1 Place of completion for our deliveries is Münster. In the case of services we are to provide (such as for example installation), the place of completion is that in which the service is to be performed. Fulfillment of payment requirements takes place at the point given in our invoice.
- 14.2 The court of jurisdiction for all disputes in law and for bills of exchange and cheque processing is Münster where the Purchaser is the Buyer. We are however also entitled to sue the Purchaser in his courts of jurisdiction.
- 14.3 All legal relations between ourselves and the Purchaser shall be governed exclusively by the definitive law on legal relations between domestic parties of the Federal Republic of Germany.

Only the German original version of these General Terms and Conditions is binding. If any translation into English or any other language deviates from the German original the latter is the binding version.

**Geschäftsführung
General Management**
Dipl.-Ing. Ludger Tidde

**Registergericht
Registered Office**
Amtsgericht Münster
HRB 6444
USt-IdNr.: DE 813 498 288

**Bankverbindung
Bank Account**
Commerzbank Münster
BLZ 400 400 28
Kto.-Nr. 42 007 05
BIC-Code: COBA DE FF 400
IBAN:
DE 92 4004 0028 0420 0705 00

Sparkasse Münsterland Ost
BLZ 400 501 50
Kto.-Nr. 340 287 38

Volksbank Münster eG
BLZ 401 600 50
Kto.-Nr. 27 299 840 00