

**General Terms and Conditions for Software and Hardware Distribution
of eves_ information technology AG, Hermann-Blenk-Straße 22a,
38108 Brunswick
- hereinafter referred to as contractor -**

1. Definitionen

- Custom Factory Integration (CFI): A service that combines customer-specific software and hardware with products. This may include the installation of an image, specific applications, software integration, hardware integration and/or asset management service..
- Products: Goods listed in EVES documents (in writing and/or on the Website) including third party products, software and hardware. This does not include components installed or included at the customer's request as part of EVES's Custom Factory Integration Services.
- Services: Services listed in EVES documents (in writing and/or on the website) as defined in the EVES service descriptions
- Service partners: Service companies commissioned by EVES.
- Software: operating system, application or other software produced, owned and/or licensed by EVES.
- Third-party products: Products not manufactured by EVES and/or not bearing the "EVES" trademark but sold by EVES.
Third-party software: operating system, application or other software of a third party manufacturer.

2. Area of application

These conditions apply to the present business relationship between EVES and the customer. Unless expressly agreed otherwise in writing, deviating terms and conditions shall not apply. These terms and conditions shall not apply if the products are not purchased directly from EVES.

3. Offers / Guarantees / Product changes

Offers from EVES shall be made exclusively in writing. Insofar as no information regarding the validity of the offer is contained, offers shall be valid for a period of 10 days.

Guarantees shall only be binding on EVES if and to the extent that they are designated as such in an offer or confirmation of order and the obligations of EVES arising from the guarantee are set out in detail therein. Against the background of the continuous further development of products and services, EVES reserves the right to change products and services covered by the contract at any time, provided that at least equivalent functionality and performance is ensured. Material changes shall be made in consultation with the customer.

4. Prices and terms of payment

In the case of contracts with customers who are not consumers, EVES reserves the right to adjust prices accordingly in the event of changes in exchange rates, customs duties, taxes, duties, freight and insurance costs, production costs (e.g. for components and services) with effect for future business within the framework of an ongoing business relationship. Unless otherwise agreed, payments shall be made in advance. EVES reserves the right, in the event of late payment, to retain deliveries and/or services until payment has been made in full, to demand statutory default interest and compensation for damages caused by default. Discounts are generally not granted.

5. Delivery / Retention of title

5.1 As far as possible, missing, incorrect or damaged products and/or packaging must be noted on the consignment note before signing. EVES shall be entitled to make partial deliveries (e.g. within the scope of the delivery of third-party products which are manufactured at a different time than the products manufactured by EVES). In the event of default in acceptance, the customer shall bear the costs associated therewith, in particular the location costs. EVES shall be in default of delivery only after a written reminder, which may be sent at the earliest two weeks after expiry of the non-binding delivery period. At the request of EVES, the customer is obliged to declare in writing within a reasonable period of time whether he wishes to withdraw from the contract due to the delay in delivery and/or claim damages instead of performance or insist on delivery. The customer may only withdraw from the contract within the scope of the statutory provisions if EVES is responsible for the delay in delivery.

5.2 Ownership of the delivered products shall not pass to the customer until the purchase price has been paid in full. The customer shall not be entitled to pledge, assign by way of security, process or re-model the reserved goods prior to the transfer of ownership. The customer may resell the reserved goods within the framework of the proper course of business, but hereby assigns to EVES all resulting claims against the customer's customers to secure the payment claims of EVES to the amount owed. EVES accepts this assignment. If the customer is in arrears with one or more payments in whole or in part, suspends his payments or if insolvency proceedings have been instituted against his assets, the customer may no longer dispose of the reserved goods. In such a case, EVES shall be entitled to withdraw from the contract without having to set the customer a deadline for the provision of services beforehand. Even without withdrawing from the contract, EVES shall be entitled to demand the return of the reserved goods or to revoke the customer's authority to collect the receivables from the resale.

5.3 If EVES agrees to return products as a gesture of goodwill, they must be returned in their original condition in their original packaging, together with proof of return and proof of purchase. Return costs will be borne by the customer in this case.

6. Redundancy

Insofar as applicable under the legal nature of the contract concluded, each party shall be entitled to terminate a contract extraordinarily and without notice if insolvency proceedings are instituted against the assets of the other party or an application is made for such proceedings to be instituted.

7. Claims for defects

The legal regulations apply to consumers. If the customer is not a consumer, the following modifications apply.

7.1 The nature of the products and services is described conclusively in the offer. Characteristics of the products and services which are to be offered after the public statements von EVES oder seinen

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Assistants, in particular in advertising or in labelling the goods, or can be expected on the basis of commercial practice, are only part of the agreed quality if they are set out in writing in an offer or an order confirmation. If, at the time of transfer of risk, the products and services do not have the agreed quality or are otherwise defective within the meaning of the statutory provisions, EVES shall be entitled, at its option, to remedy the defect or deliver a replacement. EVES shall be entitled to inspect the products at its own discretion at the premises of the buyer or of EVES. In the event of removal of defects/replacement delivery, the customer shall be obliged to return the removed/replaced components/devices to EVES in the event of removal/replacement. EVES shall use spare parts or components which are new or as good as new in accordance with the usual industry standard within the scope of production as well as for remedy of defects/replacement delivery. The customer's further statutory claims shall remain unaffected by this, taking into account the provisions of the section "Liability".

7.2 Warranty claims shall become statute-barred twelve months after delivery (purchase contract/work delivery) or acceptance (contract for work and services), unless EVES fraudulently concealed the defect. The statutory limitation period for recourse claims by contractors shall remain unaffected if the newly manufactured contract goods are sold to consumers within the scope of the business operations. Statutory rights of recourse only exist insofar as the customer has not made any agreements with his customers that go beyond the statutory warranty claims.

7.3 If third-party products and third-party software show defects during the statutory warranty period, the buyer shall give priority to their manufacturer in order to remedy the defect. If this fails, the above provisions regarding EVES's warranty shall apply accordingly.

8. Services

Services will be provided by EVES or service partners contracted by EVES. Reaction times are approximately agreed and may vary in individual cases (e.g. difficult to reach equipment location, lack of availability of components). Agreed response times do not apply to spare parts/components which are not absolutely necessary to maintain the functionality of the product (e.g. hinges, cosmetic parts, frame and housing parts). Services can also be provided by telephone or via the Internet. In the event of removal/replacement, the customer shall be obliged to return the removed/replaced components/devices to EVES. Unless otherwise agreed, the following services are not included in the scope of services: Cases in which claims arising from defects in accordance with the provisions in Clause 7 are excluded; configuration work; work outside normal business hours; relocation of products; preventive maintenance (servicing); replacement of consumables; replacement of diskettes; work that is not required for servicing; work on the customer's electrical environment; Software and/or data transfer; removal of computer viruses occurring at the customer's premises.

Third party products and software are exclusively subject to the following conditions provisions of the manufacturer.

9. Custom Factory Integration (CFI)

If agreed with the customer, EVES shall provide services at its production site for the integration of certain goods into products (CFI). The customer shall provide EVES with the necessary integration products in good time before the start of production or shall instruct EVES to purchase them. EVES will check the integration products to see whether they can be integrated into the products and, if so, will produce a CFI configuration. If CFI configurations are not technically feasible, EVES shall be released from its further obligation to perform.

10. Software

For software supplied by EVES but not produced by EVES itself, the provisions of the respective license agreement shall apply. EVES shall enclose any necessary licenses with the products; the customer shall accept the terms and conditions of the license. Microsoft Corporation software is supplied as an OEM version.

11. Liability

11.1 EVES shall be liable without limitation for intentional or grossly negligent acts or omissions.

11.2 EVES shall only be liable for slight negligence in the event of damage attributable to material breaches of duty which jeopardise the achievement of the purpose of the contract or to breaches of duties the fulfilment of which is essential for the proper performance of the contract. Liability for slight negligence shall be limited to the foreseeable damage typical for the contract. This applies to all claims for damages on whatever legal grounds, including in particular claims arising from tort.

11.3 In the case of Clause 11.2, liability is also limited in amount to Euro 500,000 per claim.

11.4 Claims according to the Product Liability Act (Produkthaftungsgesetz), claims due to a defect after assumption of a guarantee for the quality of goods, in the case of fraudulently concealed defects and due to damage to health, life and limb as well as claims arising from culpa in contrahendo, which have already arisen at the time of the inclusion of these terms and conditions, shall remain unaffected by the aforementioned limitations of liability.

11.5 The above limitations of liability shall apply mutatis mutandis to claims against employees and agents of EVES.

12. Data Protection

Customer data is subject to electronic data processing. If necessary, EVES forwards personal data to service partners and other companies of the EVES Group, which may also be located outside the European Economic Area, in compliance with appropriate security measures and legal requirements.

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13. Export

The delivered products may contain technologies and software which comply with the export control regulations of the Federal Republic of Germany applicable to them as well as the export control regulations of the Federal Republic of Germany applicable to them the United States of America or the countries to which the products are supplied or in which they are used. In accordance with the export regulations listed above, the products may not be supplied or licensed to users defined therein, to certain countries or for certain uses. The customer undertakes to observe these regulations. EVES is entitled to withdraw from the contract if the customer violates export regulations.

14. Secrecy

Both parties shall treat as confidential any trade and business secrets of the other contractual party which have become known in the course of the business relationship, have been marked as such or are obviously recognisable, even after termination of the business relationship.

15. Obligations of the customer

The following points are the responsibility of the customer: Suitability of the products for a specific purpose; CFI specifications and instructions (see Section 9); CFI integration products, their properties, obtaining required licenses; integration products procured on behalf of the customer but not used for CFI configuration. Furthermore, the customer agrees to grant EVES access to the products as far as necessary and to provide necessary cooperation (information, etc.). Before performing remedial work, replacement deliveries or services, the customer shall remove all components, products etc. not installed by EVES and make backup copies of files and programs. Unless expressly agreed otherwise, data backup is not the responsibility of EVES.

16. Applicable law, place of jurisdiction

German law applies. The validity of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. If the customer is a merchant, the exclusive place of jurisdiction for all disputes in connection with the present business relationship shall be Braunschweig.

17. Miscellaneous

Should individual provisions of these terms and conditions be invalid in whole or in part, this shall not affect the validity of the remainder of the contract. EVES shall be entitled to have individual obligations performed by subcontractors. The customer shall only be entitled to assign claims arising from this agreement with the prior written consent of EVES.

Revocation instruction

Right of withdrawal for consumers

You can revoke your contractual declaration within 14 days without giving reasons in writing (eg letter, fax, e-mail) or - if the goods before the deadline - by returning the goods.

For delivery of goods:

The period begins after receipt of this instruction in text form, but not before receipt of the goods by the recipient (in the case of recurring deliveries of similar goods not before receipt of the first partial delivery) and also not before fulfillment of our information obligations pursuant to Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB and not before fulfillment of our obligations pursuant to § 312e paragraph 1 sentence 1 BGB in connection with article 246 § 3 EGBGB. The timely dispatch of the revocation or the goods suffices to comply with the revocation period

For services:

The period begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfillment of our information obligations according to Article 246 § 2 in conjunction with § 1 para. 1 and 2 EGBGB and not before fulfillment of our obligations according to § 312e para. 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. The timely dispatch of the revocation or the goods suffices to comply with the revocation period.

The revocation is to be addressed to:

EVES Information Technology AG, Hermann-Blenk-Straße 22a, 38108 Braunschweig.

Revocation consequences

In the event of an effective revocation, the services received by the customer shall be returned and any benefits derived (e.g. interest) shall be surrendered. If you are unable to return the goods or services received in whole or in part or only in a deteriorated condition, you may be required to pay compensation. In the case of services, this can lead to the fact that you must nevertheless fulfil the contractual payment obligations for the period until revocation. This does not apply to the surrender of goods if the deterioration of the goods is exclusively due to their inspection - as would have been possible for you in a retail shop. In addition, you can avoid the obligation to pay compensation for a deterioration caused by the intended use of the goods by not using the goods as if they were your property and by refraining from doing anything that could impair their value. Items that can be sent as parcels are to be returned at our risk. You shall bear the costs of the return shipment if the delivered goods correspond to the ordered goods and if the price of the goods to be returned does not exceed an amount of 40 Euro or if, in the case of a higher price of the goods, you have not yet rendered counterperformance or a contractually agreed partial payment at the time of revocation. Otherwise the return is free of charge for you. Items that cannot be sent by parcel post will be collected from you. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of revocation or the goods, for us with their receipt.

Special notes

For services:

Yo Your right of withdrawal expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of withdrawal.

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Financed transactions

If you have financed this contract through a loan and you revoke the financed contract, you are no longer bound by the loan contract if both contracts form an economic unit. This is to be assumed in particular if we are also your lender or if your lender makes use of our cooperation with regard to financing. If we have already received the loan when the revocation or return takes effect, your lender shall assume our rights and obligations under the financed contract in relation to you with regard to the legal consequences of the revocation or return. The latter shall not apply if the object of the present contract is the acquisition of financial instruments (e.g. securities, currencies or derivatives). If you wish to avoid a contractual obligation as far as possible, revoke both contractual declarations separately.

**End of the revocation instruction
Cost allocation agreement/Supplementary information on the right of withdrawal:**

If you make use of your right of revocation you have to bear the costs of the return if the delivered goods ordered and if the price of the goods to be returned does not exceed an amount of 40 euros or if you at a higher price of the goods at the time of revocation yet the counter-performance or a contractually agreed partial payment. Otherwise the return is free of charge for you within the scope of the right of revocation. A right of revocation does not exist according to the legal guidelines among other things (see § 312d Abs. 4 BGB) with distance contracts for the supply of products, which are manufactured after customer specification or are cut clearly to the personal needs or which are not suitable due to their condition for a return as well as with supply of computer software in sealed packing, if the seal was opened by you.