General terms and conditions for deliveries and services for (standard) software and software creations (hereinafter: "software") by CAMäleon Produktionsautomatisierung GmbH

§ 1
Object and binding nature of offers and agreements

1. Theses general terms and conditions form the basis of all deliveries and services, in particular adaptation services in the context of the transfer of software by CAMäleon Produktionsautomatisierung GmbH (hereinafter: "supplier") to the company (hereinafter: "client").
2. If modifications or additions are made to these conditions, they are only effective if the express written consent of the client is given.
3. Orders that the client gives are effective if the supplier agrees to them in writing.
4. The general terms and conditions of the client are not a constituent part of this contract; there is no need for the client to make any objection to this.
5. Deliveries and services are provided by the supplier if an effective written contract has been concluded between the supplier and the client.
6. If the offer of the supplier contains no express provision to the contrary, it is deemed non-binding. Agreements do not become binding until the express written consent of the supplier has been given.

§ 2
Installation and implementation

1. Installation of the software is subject to a special agreement.
2. The client is responsible for the implementation of the software unless the contract contains a special provision stating otherwise.

§ 3
Dispatch, place of fulfilment and transfer of risk

1. All software that is sent must be insured against transport damage and loss until it reaches the client. If any transport damage or loss occurs, the client must notify the supplier immediately of the transport damage or loss by providing a damage or loss certificate from the transport company. The damaged software is to remain at the disposal of the supplier.
2. Dettenhausen has been agreed by both parties as the place of fulfilment for all services provided by the supplier.
3. The supplier sends the software at the request of the client free of charge; when the software is transferred to the transport company selected by the client, the risk of destruction or loss is transferred to the client, otherwise, the risk of damage or loss is transferred to the client upon delivery.
4. The client is obliged, upon receipt of the software to immediately examine the external condition of the software on the day it is delivered, and make any claims in writing against the transport company for any transport damage, to secure proof thereof, and to inform the supplier immediately in writing.

§ 4
Price, payment, date of payment and retention of title

1. The agreed prices are due for payment without any deductions as follows: 80 % upon delivery, 20 % after acceptance.
2. If the agreed service does not require approval, the price for the delivery is due immediately without any deduction. The price for the delivery of standard software includes the costs of packaging and standard transportation by DHL up to the front of the building stipulated by the client for delivery. At the express wish of the client, express/overnight dispatch is possible; the costs ensuing therefrom are to be paid separately and fully by the client. In the case of doubt, the building for delivery is to be the address of the client.
3. If full payment of the fixed price is not made within the deadline, late-payment interest at nine percentage points over the European Central Bank rate is to be paid. Additional claims for damages remain unaffected.
4. All deliveries and services of the client until full payment of the price remain the property of the supplier. The retention of title also extends to replacement deliveries. The client may not pledge the deliveries and services of the client subject to retention of title to third parties or assign them to third parties as security. If claims are made against deliveries and services subject to retention of title by third parties, the client is obliged to point out the retention of title of the supplier to the third party and to inform the latter thereof in writing immediately.
5. All prices are taken to mean before the legal rate of VAT.

§ 5
Rights to standard software and adaptation services

1. The supplier grants the clients with regard to the standard software after full payment of the contractually owed fixed price, in addition to total remuneration, simple, non-exclusive, irrevocable and non-transferable right to use this software at its site, to the scope designated in annexe 1 for its own, internal use, for an unlimited period of time. The client is entitled to install the software exclusively on a single computer and use it. A licence for the software may not be used or installed on different computers simultaneously.
2. The client is not entitled to export, transfer, sell, rent, lease or sub-license the standard software. Furthermore, the client is not entitled either to change, merge, modify, adapt or translate the software.
3. The client is entitled to create a full copy of the software as a backup; this backup copy is to be expressly labelled "backup copy" and bear the copyright notice of the original data carrier. The client must, however, ensure that third parties are not made privy, without the express written consent of the supplier, to any deliveries or services or any associated documents.
4. The supplier grants the client, with regard to all delivered adaptations after full payment of the contractually fixed price, in addition to total remuneration, the exclusive, irrevocable and non-transferable right to use the content thereof for as yet unknown types of use for an unlimited period of time.
5. If software adaptations have been integrated into the software products provided by the supplier that were created by third parties, in particular program libraries, parts of software tools and other things, the client is granted the rights to these

software products as stipulated in the conditions for use, but at the very least the simple, non-exclusive, irrevocable and non-transferable right to use these software products at its site for an unlimited period of time.

6. The client hereby expressly consents to the incorporation of software that is subject to the GNU Public License (GPL) of each version or to other so-called Copy Left licences and that are required as part of the adaptation software, provided that permission is required for the installation.

7. The client is obliged to ensure that third parties are not made privy, without the express written consent of the supplier, to any deliveries or services or any associated documents, including those that have been revised.

8. The supplier is entitled to check the use being made of the software and any adaptations thereto with regard to compliance with the conditions laid down under § 5 paragraphs 1 to 6, at any time, having given appropriate notice beforehand, on the computer on which the said software has been installed by the client in the course of the latter's business operations.
The above licence is an unrestricted user licence for the software. The supplier retains any additional licensing rights. The supplier retains ownership of the intellectual and industrial property and retains international copyrights.

9. It is forbidden to use programs, devices and other means that would facilitate the removal or circumvention of hardware blocks or code identification numbers regarding the delivered software.

§ 6
Guarantee

1. In the event of defects in goods or title, the legal provisions apply, unless the following provisions state otherwise.

2. The standard software as well as any adaptations to be supplied are free of defect in goods or title if they meet the supplier's conditions laid down in writing when the transfer of risk takes place.

3. If the standard software or any adaptations thereto provided by the supplier show any signs of defects, the client must inform the latter thereof immediately in writing stating the information required to identify the defects (description of the defect symptoms). If the client does not inform the supplier immediately in writing of the defects, the client is no longer entitled to make any guarantee claims.

4. The supplier is only obliged to correct any defects if the client describes the defect sufficiently and precisely, the supplier is informed of the discovered defect by way of a defect notification in the form agreed by the supplier, the required documents are provided for viewing to correct the defect for the supplier, the client has not interfered with the software or the adaptations or changed them in such a way that the defect occurred, and provided that the software was used under correct operating conditions and in accordance with the documentation.

5. If the documentation is defective, the supplier will provide the client with a defect-free replacement.

6. If the supplier is not able to correct the defect or provide a new defect-free delivery, the former will show the client ways of dealing with the defect. If the latter are deemed to be both possible and reasonable, it is deemed that the supplier has fulfilled its commitment. If an improvement or subsequent delivery is made, the data collections and data must continue to remain exploitable by the client. If the improvement or subsequent delivery requires any changes to the documentation

supplied or to any other documents, the latter are to be modified accordingly by the supplier.

7. The client is not entitled to make guarantee claims if
   (a) the defects are caused by normal wear and tear, external effects or operation errors;
   (b) the client makes changes to the deliveries or services provided by the supplier or has such carried out by a third party.

8. If, in accordance with legal provisions, claims for damages may be made, the damages claim may not exceed 5 % of the value of the delivery of services affected by the defect, and in the event of several claims for damages because of defects, no more than 5 % of the price fixed in this contract may be claimed in addition to the total remuneration. Under no circumstances will the supplier be held liable for paying damages for defects beyond the limits laid down in § 7 paragraph 2 (e) to (g). It is not permitted to make additional claims for defects. This limitation to liability does not apply in the event of fraudulent concealment of a defect or in the event of intent or gross negligence.

9. If the defects can be attributed to a defective delivery of service by the subcontractor of the supplier, the liability of the supplier is limited to the assignment of the defect claims that the supplier has against the subcontractor.

10. If the supplier carries out services after notification of a defect by the client or if the supplier is not responsible for this defect, the client is obliged to reimburse the supplier for any costs that ensue therefrom. When calculating the costs, the price list valid at the time the service was carried out will form the basis for the supplier.

11. The supplier can refuse to carry out the improvement, replacement delivery, replacement service and the fulfilment of any guarantee claims until the client has fully paid the contractually agreed fixed price in addition to total remuneration, less the part that can be attributed to the defective delivery.

12. The defect claims – with the exception of damages claims – expire after 12 months. For damages claims, the provisions in § 7 then apply exclusively.

§ 7
Liability, damages claims

1. Damages claims are based – unless otherwise stipulated in this contract – on legal provisions.

2. The supplier is only liable as per the following provisions in this contract, in (a) to (e):
   (a) The supplier has unlimited liability for damages caused by intent or gross negligence on the part of the supplier, its legal representatives or managers and for damage caused intentionally by any vicarious agents; for gross culpability by vicarious agents, liability applies in accordance with the provisions stipulated below in (e) for slight negligence.
   (b) The supplier has unlimited liability for damages caused intentionally or through gross negligence stemming from injury to life, body or health by the supplier, its legal representatives or vicarious agents.
   (c) The supplier is liable for damages caused by the absence of guaranteed characteristics up to the amount that was covered by the purpose of the assurance, and which was apparent to the supplier when the assurance was given.

(d) The supplier is responsible for product liability damage in accordance with the provisions of the German product liability law.

(e) The supplier is liable for damages stemming from a breach of cardinal obligations by the supplier, its legal representative or vicarious agents; cardinal obligations are essential obligations that form the basis of the contract, that were decisive in concluding the contract and on the fulfilment of which the client should be able to rely. If the supplier breeched these cardinal obligations with slight negligence, its liability is restricted to the amount that was foreseeable for the supplier at the time the services was carried out.

(f) Liability is limited to 200,000 EUROS per damages case, and in total to a maxim of 500,000.00 EUROS for the entire contract.

(g) Furthermore, if the supplier is insured against the damages that occurred, the cover depends on the upper limit, and the insurance payment is suspensive. The "International Professional Indemnity" concluded by the supplier has a ceiling of 5,000,000.00 EUROS per year and per case.

3. The supplier is liable for the loss of data up to the amount that would be required to recreate the data, supposing the data had been correctly and regularly updated.

4. Additional liability by the supplier is, therefore, ruled out for this reason.

5. If damages claims are subject to a legal expiry period, expiry takes place at the latest after twelve months. The expiry period starts from the moment the service at which the non-contractual service first took place.

§ 8
Claims by third parties

1. If a third party makes claims against the client because of the services delivered by the supplier stemming from patents, copyright or other industry property rights, the supplier will take on, at its own expense, the representation of the client in any legal dispute taken out against it. This only applies, however, if the client informs the supplier immediately of any claims correspondence from third parties and gives details of any legal disputes, notifies the supplier of any decisions regarding the legal defence and the negotiation or conclusion of settlement, and provided that any claims due to legal defects have not expired.

2. Any additional claims by the client because of defective transfer of rights will be restricted in line with the legal scope as per this contract, and in particular §§ 6 and 7.

§ 9
Off-setting, right of retention and
transfer of rights and obligations

1. The client cannot offset demands, unless such claims or demands are undisputed or legally enforceable.

2. The client may not lay claim to a right of retention that is not based on a right stemming from the contract.

3. The client may only transfer rights and obligations stemming from this contract to third parties if the supplier has given written consent for this.

§ 10
Modifications and amendments

1. Modifications and amendments to this contract must be made in writing. This also applies for the waiver of the obligation to make any changes in writing.
2. Letters of confirmation from one of the contractual parties that make any oral agreements are only effective if they are expressly confirmed by the other contractual party in writing.

§ 11
Applicable law and competent court

1. This contractual relationship and all agreements between the client and the supplier are subject exclusively to German law.
2. The competent court for all disputes arising from or in connection with the contractual agreement has been decided jointly by the client and the supplier as that of Stuttgart.