

GENERAL TERMS & CONDITIONS
- only for business dealings -**§ 1 Scope of Contract**

(1) The following terms & conditions apply for all contracts and agreements between Matrix42 and you, the Customer (in the following „the Customer“) concluded on the delivery of goods (in the following „goods“) and software (in the following „software“) (both the „delivered items“). They shall also apply for all future deliveries even if no explicit agreement is made. Customer's terms deviant from these terms & conditions which are not explicitly agreed upon by Matrix42 shall not be binding for us, even if no explicit objection is made.

(2) In case one of the terms of the General Terms & Conditions is ineffective or inexecutable, this shall not affect the effectiveness of the remaining terms and conditions.

(3) § 312e para. 1 no.1, 2 and 3 as well as § 312e para. 1 sentence 2 of the German Civil Code that provide for certain obligations of entrepreneurs regarding electronic business relationships are explicitly excluded.

§ 2 Conclusion of Contract / Procurement Risk / Binding Period /Deadline

(1) Our offers are not binding. We do not assume any procurement risk with the conclusion of the contract. Unless specified otherwise in his order, the Customer shall be bound for three (3) weeks to his purchase offer.

(2) Partial deliveries and partial performance are permitted unless the rendering of partial deliveries causes unreasonable effort to the Customer. Matrix42 is entitled to invoice partial deliveries separately.

(3) If law requires setting reasonable deadlines for us or the Customer, it shall be at least two (2) weeks.

§ 3 Prices and Terms of Payment

(1) Prices are ex Neu-Isenburg and are based on the Matrix42 price list valid on the day when the contract has been concluded. The price list can be downloaded electronically at Matrix42 or is sent to the Customer upon request.

Regarding the delivery of goods, prices are excluding packaging and other shipment and transport expenses and insurance fees; packaging is billed at cost price.

(2) Unless otherwise and explicitly agreed, all payments must be made without deductions and free of charge at our stated payment office Frankfurt/Main by bank transfer within 14 days after delivery.

§ 4 Default / Setoff and Retention

(1) In case of delayed payment and justified doubts regarding the Customer's solvency, we are entitled – without prejudice to our other rights – to claim advance payment for deliveries not yet performed, revoke agreed payment deadlines and demand that outstanding claims arising out of the business relation are paid immediately. Our obligation to supply is suspended as long as the Customer is in arrears with a due payment. The defaulting Customer shall be obliged to pay for all reasonable cost incurred to us with respect to reminders, debt collection and retail credit reports.

(2) The Customer may only offset payments or claim a right of retention if his counterclaims are recognized by declaratory judgment or if they are acknowledged by us.

§ 5 Delivery Problems / Time Bargain / Damage Caused by Delay

Disruptions of operations, unless foreseeable, strikes, lock-outs, official orders and force majeure release us from our obligation to supply for the duration thereof and to the extent of their impact.

. If such disruptions delay the delivery for more than one (1) month, each party, under exclusion of all other claims, is entitled to withdraw from the agreement with regard to the part of the agreement affected by the delayed delivery. Unless a "fixed" delivery date has been agreed in writing, a delivery is deemed

according to contract if it arrives at the Customer within one week after the non-binding delivery date. If we delay deliveries that are no time bargains, the Customer may claim a compensation for each full week of delay of 0.5% percent of the purchase price, but not more than 5% in total, and only if he demonstrably suffered a loss therefrom. Any other existing claims for damages of the Customer due to the delayed delivery are also limited to 5% of the purchase price. This shall not apply in cases of mandatory liability based on intent, gross negligence, or due to injury of life, body or health.

The purchaser shall be entitled to cancel the contract within the scope of legal provisions, provided, however, that we are responsible for any delay in delivery.

The Customer is obliged to inform us upon request within two (2) weeks whether he will withdraw from the contract due to delayed delivery, insists on the delivery and/or will claim damages.

The above liability regulations do not include a change of the burden of proof to the disadvantage of the Customer.

§ 6 Transfer of Risk / Damage in Transit

(1) Risk shall be transferred to the Customer as follows, even if free delivery has been agreed:

a) For deliveries without installation, if they have been dispatched or collected. We agree to insure deliveries against common transport risks upon the Customer's request and at his cost.

b) For delivered items with installation on the day the delivered item goes live in the Customer's company or after faultless test operations, if this has been agreed.

If the Customer is responsible for any delays regarding shipment, delivery, start, installation, going-live or test operations or if the Customer delays acceptance for other reasons, the risk shall be transferred to the Customer at the time when the default occurs.

(2) Complaints due to damage in transit must be claimed by the Customer directly against the shipping company within seven (7) days. The Customer may choose to buy transport or any other insurances.

§ 7 Complaints of Material Defects / Defects in Quality

(1) The Customer must check immediately whether the supplied delivered items are in the condition agreed upon in the contract and suitable for the intended purpose of use. The Customer must inform us of any visible defects immediately and of any invisible defects after they have been detected and including the order data and invoice number. The Customer must not refuse acceptance of delivered items due to minor defects.

(2) Matrix42 warrants that the delivered items are of the agreed condition when the risk is transferred to the Customer.

The condition of delivered items can be found in our proposal and the description of services referred to in this proposal.

Unless otherwise agreed in writing, the condition of software, including, but not limited to, the scope of services, the approved usage environment and usage options for the Customer, is derived solely from the respective program description and complementing usage instructions.

(3) The Customer must notify us in writing of any software defects in a comprehensible and detailed way, including any information that can be used to detect and analyze the respective defects. (3) The Customer must notify us in writing of any software defects in a comprehensible and detailed way, including any information that can be used to detect and analyze the respective defects. The Customer shall do his best to support our efforts to eliminate defects; he shall send us a data medium with the respective software and provide work equipment.

(4) We can eliminate defects on the delivered items as we may choose, either by new delivery or rectification of defects. If the material defect has been caused by a handling error or a lack of knowledge regarding the application technology, we are entitled to request a flat payment of 100 Euros for our examination.

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(6) If the new delivery or rectification of errors is not successful, impossible, unreasonable for the Customer or if we refuse such new delivery or rectification or are not able to perform such new delivery or rectification within the reasonable deadline set by the Customer, the Customer shall be entitled to withdraw from the contract or demand a reduction. The Customer shall have the right to withdraw from the contract immediately under specific circumstances that justify such withdrawal under consideration of the mutual interests.

(7) Claims based on material defects of delivered items are subject to a limitation period of 12 months after delivery to the Customer.

(8) For standard software manufactured by third parties and specified in our proposal as such our material defect liability shall be replaced by a transfer of warranty claims towards the manufacturer to the Customer. The Customer shall only be entitled to reinstate his claims against us if he is not able to enforce against the manufacturer the rights that have been transferred to him.

§ 8 Liability

Our liability of damages caused by carelessness is excluded unless these are damages to the body, health or life or imply a violation of material contractual duties. In case material contractual duties are violated, our liability for carelessness shall be limited to the damage predictable when the contract was concluded.

We shall only be liable for the recovery of data if the Customer has ensured that these data can be reproduced with reasonable effort in the sense of proper data processing based on records that are supplied in a machine-readable format.

Liability according to the German Product Liability Act shall remain unaffected.

In all other cases we shall assume unlimited liability unless legal regulations provide for a maximum liability amount.

§ 9 Customer's Duties

(1) The Customer shall supply Matrix42 all information required for the performance of contract, including, but not limited to, information on hardware, operating systems and software used in his company.

(2) As far as the installation of software is a subject matter of the contract, the Customer shall supply the required hardware and, if necessary, shall not execute any other works/programs on his computer system during the time we need for installation.

(3) The Customer shall name a contact person that is entitled to provide information and make and receive declarations.

§ 10 Software

(1) We are entitled to take technical measures to protect our software against any usage that is not according to the contract. The usage of the software on an alternative or succeeding configuration must not be significantly affected.

(2) After payment of the agreed fee, the Customer is granted a non-exclusive right of use without any limitations in space and time, in the software on a device. All other rights of use of the Customer can be found in the Terms of Use for Matrix42 software, which can be viewed anytime under <http://www.matrix42.com/company/eula> and form part of these General Terms & Conditions.

§ 11 Retention of Title

We reserve the title to the delivered items (reserved goods) until all of our claims against the Customer resulting from the business relation have been fulfilled.

Herewith the Customer assigns all claims emanating from the resale of reserved goods, including bills of exchange and checks,

to us to secure our payment claims for deliveries. We hereby accept the assignment. If delivered items where we have a right of co-ownership are sold, the assignment shall be limited to the share of the claim that is proportional to our co-ownership share. For as long as the Customer is willing and able to duly meet his obligations towards us, he has the right to dispose, in the course of normal business, of the delivered items subject to reservation of title or joint title by us, and to himself collect the receivables assigned to him. The Customer may transfer ownership as security, pledge goods or assign claims, including by way of sale of accounts receivable, only with our prior written permission. Taking back reserved goods does only constitute a cancellation of the contract if we have explicitly declared this in writing. If reservation of title is not or only partly permitted by the law applicable in the Customer's country, our foregoing rights shall be limited to the extent permitted by law.

If the value of the reserved goods exceeds the claim to be secured by more than 20%, Matrix42 shall release the securities to the extent that the threshold is exceeded.

§ 12 Privacy & Data Protection

The Customer agrees that his data, including his personal data, are processed for the purpose of performing the contract and for sales statistics.

§ 13 Applicable Law – Place of Performance – Legal Venue

The legal relationship between the Customer and us is subject to substantive German law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.

Exclusive place of jurisdiction for all and any disputes resulting from the contractual relationship existing between the parties is Hamburg, unless legal regulations dictate otherwise.