

Terms and Conditions of CSI Leasing Deutschland GmbH for the Sale of New or Used Equipment as well as Software

1. Scope of the Terms and Conditions

The supplies/deliveries, services and offers of CSI Leasing GmbH (the „Seller“) within the business of computer hardware and software shall exclusively be effected on the basis of these terms and conditions. Any terms and conditions of the purchaser being in conflict with or deviating from the terms and conditions of the Seller shall require our explicit written consent.

2. General

The written confirmations of orders of the Seller shall be relevant for the scope of the delivery and the services by the Seller. Any other information shall be subject to change and without obligation. The effectiveness of any additions, ancillary agreements and amendments shall require a written confirmation of the Seller.

3. Offer and Conclusion of Agreement

1) The offers of the Seller within its price lists and advertisements shall be subject to change and under the condition of self-delivery as far as the Seller delivers components manufactured or provided by third parties. Special products (*Postenware*) offered by the Seller shall only be available while supplies last.

2) Any slight deviation from the product details shall be considered as approved as far as such product details are not unreasonable for the purchaser.

3) The agreement shall be closed not earlier than (i) the Seller has confirmed the order of the object of purchase in writing or (ii) the delivery / transfer of the product has been executed.

4. Prices

1) The prices within the Seller's order confirmation shall be relevant. Such prices will be deemed fixed for the products in stock at the time of the order. In case of supply bottlenecks as well as purchases, the actual price at the day of delivery shall be valid. Any price shall be considered as price excl. VAT, unless not otherwise stated. The prices shall not include any costs and additional costs of the transportation, e.g., postage, transportation charges, delivery charges, etc.; the purchaser shall be separately invoiced for such costs, unless otherwise agreed.

2) Any risk of damage or loss of the delivered products shall be vested in the purchaser after (i) such products have left the distribution warehouse of the Seller and (ii) the transfer of such products at the place of collection.

5. Supplies/Deliveries

1) Any date or term of delivery, which may be obligatory agreed on or agreed on in a non-binding way, shall be stated in writing. Any term of delivery fixed in writing shall commence at the conclusion of the agreement. In case of written agreement changes, a new date of delivery or a new term of delivery shall be agreed on at the same time, if necessary.

2) In case the Seller shall be in delay with the supply/delivery of the product(s), the Seller shall only be liable for any damage of the purchaser caused by such delay, if the default had resulted (i) from the breach of substantial contractual obligations or (ii) by the Seller's intent or gross negligence. The purchaser may only claim for damages due to the non-fulfillment, even after the appointment of a date including the refusal to accept performance, if such default resulted from the intent or gross negligence or, in case of slight negligence, the damage of substantial contractual obligations.

3) In case of any delay of delivery resulting from force majeure, intervening acts of state, natural disasters, war, traffic jam, strike in own companies, subcontracting firms or carriers, the Seller shall be authorized to make up the supply/delivery (of the products) after the elimination of the objection. However, both parties may completely or partially rescind from an agreement being concluded (between



the parties), if one of the afore-mentioned events may result into a delay of delivery of more than two months beyond the agreed term. Any further claims of the contractual parties shall be excluded.

4) The Seller shall be authorized for partial performances.

6. Delayed Acceptance

If the purchaser (i) declines acceptance of the delivery items after the expiration of a further delivery period granted by the Seller or (ii) states that the products will not be accepted (by the purchaser), the Seller may refuse the fulfillment of the agreement and claim for compensation due to the inexecution (of the agreement). The Seller shall be authorized to claim for the compensation of the resulting effective damage from the purchaser.

7. Payment

1) The payment of the Seller's products on order or services by the purchaser shall be executed within a maximum of 10 days after the invoicing as net payment, without discount or other deductions, unless agreed on advance payment or cash on delivery. In case of partial deliveries, only the pro rata purchase price shall be payable. Should the purchaser not pay the invoiced amounts due within such term, the purchaser shall get a payment reminder from the Seller. The reminder charges shall amount to € 5.00 per payment reminder.

2) Any payment shall be considered as executed, if the Seller may dispose of such payment amount.

3) If the purchaser will be in delay with the payment, the Seller shall be authorized to charge interests expenses in the amount of 5 % p.a. (consumers), or 8 % p.a. (merchants) respectively, above the base rate as of the corresponding time. During the term of the delay, the Seller shall be authorized at any time to recede from the agreement, reclaim the delivered products, and claim for compensation due to the non-fulfillment of the agreement on the part of the purchaser.

4) The purchaser may only execute a lien due to counterclaims based on the same contractual relationship. In case of ongoing business relations, any single order shall be considered as separate contractual relationship. Any offset against claims of the Seller shall only be permissible on the basis of undisputed or legally valid proved claims.

8. Right of Use

By means of the payment of the price agreed upon for the offered software programs, the purchaser shall obtain a non-transferable single right of use of the software for the usage on an IT system. Such right shall only true for the programs developed and adjusted by the Seller and for programs negotiated and traded by the Seller. The software provided by the Seller and not manufactured by the Seller itself is subject to Articles 69a, 69g German Law on Copyright and the rules and regulations of the corresponding license agreement, if applicable. The Seller holds trademark rights for such programs. As far as such rights are owned by third parties, the Seller may have corresponding rights of use.

9. Warranty

1) The purchaser shall be obligated to inspect the products immediately when receiving, or collecting respectively, at the location agreed upon with respect to any transport damage and notify the deliverer (Post, UPS, carrier, etc.). Any subsequent objection will not be accepted.

2) The purchaser shall be obligated to immediately inspect the delivered products with respect to obvious defects, which shall attract the attention of an average purchaser without much ado. Obvious defects shall be notified in writing within two weeks after the delivery. In case of a violation of the obligation for inspection and notification of defects, the products shall be considered as approved in consideration of the respective defect. The obligations for inspection and notification of defects applying for merchants pursuant to Article 377 German Commercial Code shall remain unaffected.

3) In case of an existing defect of the product(s) and if the purchaser may not be considered as an consumer, the Seller shall be authorized at its own choice for a rectification of the defects or a replacement delivery.

4) The period of warranty for the new products vis-à-vis (i) consumers shall amount two years and (ii) purchasers not acting as consumers shall amount one year from the transfer of the products.



5) The sale of used products vis-à-vis consumers shall include a period of warranty of one year from the transfer of the products. A period of warranty shall be excluded vis-à-vis purchasers not acting as consumers.

6) The legal periods of warranty for claims for damages shall remain unaffected by the rules and regulations of paragraph 4 and 5.

7) Any repair and interference without authorization as well as rough handling shall result in the loss of all warranty claims. Likewise, any warranty claims due to the use of the equipment in rooms with big humidity, the formation of dust and/or abnormal temperature and electricity fluctuations shall be excluded, unless the purchaser may be able to prove that such external circumstances cannot be the cause of incurred defects.

8) Any warranty in the event of (i) the transfer of a guaranty for the quality and condition of the products or (ii) fraudulent concealment of a defect shall remain unaffected by the above-mentioned rules and regulations. The same shall apply for the regulations of Articles 478, 479 German Civil Code with respect to the recourse of the company against the supplier/contractor.

10. Liability

1) With respect to simple negligence for default, warranty of fitness and title warranty, impossibility of performance as well as breach of a principal contractual obligation (cardinal obligation), any liability shall be limited to predictable damages and excluded for other breaches of the contractual obligations. This shall not be effective for damages resulting from damages of life, the body or health. With respect to consequential damages resulting from the use of the products, any liability shall be excluded.

2) The Seller shall be liable for any gross negligence and intent without restriction.

3) The limitations of liability pursuant to paragraph 1 shall also be effective for the benefit of the employees and agents of the Seller.

11. Returns

With respect to returns, the Seller shall request that the item, or equipment respectively, shall be sent in or delivered together with a copy of the invoice, which was delivered together with the equipment, to the Seller for repair. The exchange of components, modules or complete equipment shall not result into new periods of warranty. The liability shall be exclusively restricted to the repair or exchange of damaged delivery items. In case of the submission of the equipment for repair, the purchaser shall take care that any data stored on the media of such equipment, which the purchaser deems to be relevant, will be stored by means of copies because such repair might result into loss of such data.

12. Vendor's Lien / Retention of Title

Any delivered products shall remain property of the Seller until the complete payment of the purchase price. The retention of title is extended. In case the purchaser sells the equipment to third party, he will inform the third party about the extended retention of title.

13. Data Protection

The Seller shall be authorized to process any data about the purchaser received with respect to the business connections or in connection with such business connections, independent from the origin of such data, e.g., data originating from the purchaser itself or third parties, within the meaning of the German Data Protection Act.

14. Miscellaneous

The place of jurisdiction shall be Frankfurt am Main. These Terms and Conditions shall be governed in accordance with the law of the Federal Republic of Germany.

If any provision of these Terms and Conditions or the agreement concluded with the purchaser shall be invalid in whole or in part, the effectiveness of the agreement shall remain unaffected.

These terms and conditions are translated from the german version into english. In case of contradictions between the english and german language versions, the german language version shall prevail.