

General Terms of Business

Civilserve GmbH (hereinafter referred to as Civilserve)

Descriptions

The right of variations in the technical configuration and design compared with the descriptions and information provided in brochures, catalogues and written documents and the right of changes in models, structural design, materials and software in the course of technical progress are reserved; this shall not lead to any derived rights against Civilserve apart from the statutory guarantee provisions. The range of functions in software shall not be deemed to be shown by the program's designation.

Pricing policy

All prices are understood to be ex headquarters in Steinfeld, Germany; for business enterprises which are not small merchants under the terms of Section 4 of the German Commercial Code (HGB), the calculated prices are subject to the addition of value-added tax at the current statutory rate. At the purchaser's request and expense, the purchased goods will be installed on the purchaser's premises. In good time before the delivery of the purchased products, the purchaser shall at its own expense provide suitable rooms with the necessary technical facilities (electricity connections, cables for data transmission etc.), and shall maintain them in a suitable condition. The necessary organisation is also the responsibility of the customer, especially the provision of the necessary personnel.

Delivery

At the request of the purchaser, the purchased goods shall be delivered to the address stipulated on the purchase order by normal means of transport at the expense and risk of the purchaser.

Any delivery dates which are stipulated shall not be binding unless any contrary provision has been explicitly agreed in writing. All delivery dates shall be conditional on correct and punctual availability of supplies and raw materials. If Civilserve fails to deliver by the date agreed in writing the purchaser shall be entitled, after one further week, to set Civilserve a reasonable extension period and to declare that it will revoke the purchase if this period passes without the delivery being made.

In the event of force majeure, sovereign acts of the state, difficulties in procuring materials, strike, lockout and civil turmoil, the delivery period shall be extended by a reasonable amount or Civilserve shall be entitled to revoke in whole or in part the portion of the contract that has not yet been fulfilled. This shall also apply if the above circumstances affect Civilserve's suppliers or sub-contractors. The purchaser shall only be entitled to claims for compensation for late delivery or failure to deliver in the event of gross negligence on the part of Civilserve.

Payments

The purchase price shall be due for payment immediately without deduction when the purchased goods are handed over or made available to the purchaser. Cheques shall only be accepted as conditional payment. Bills of exchange shall not be accepted. Payments shall only be deemed to have been made in accordance with the contract if the amount has been paid in cash or credited unconditionally to one of Civilserve's accounts before the expiry of the applicable payment period. In accordance with Section 367 of the German Civil Code (BGB), payments made by the debtor shall initially be assigned to the costs, then to the interest and lastly to the main amount.

If the purchaser fails to pay by the payment deadline, it shall be obliged to pay interest at 2% p.a. above the respective current discount rate of the German Bundesbank. Civilserve reserves the right to claim compensation for any greater damage or loss.

The purchaser shall only be entitled to a right of set-off or retention insofar as its counterclaim is uncontested or has been awarded by an unappealable ruling.

Reservation of ownership

Civilserve reserves ownership of the purchased goods until the outstanding amount has been paid in full. Until that time, the purchaser shall not be entitled to sell, pledge, rent or lend the purchased goods or assign them for use by third parties in any other way. If the purchased goods are mingled with other goods, Civilserve shall become a co-owner of the new goods. The value of the co-ownership shall be subject to the provisions of Section 947 (1) of the German Civil Code (BGB). After a reasonable period, Civilserve shall be entitled to make other disposals for the purchased goods for which the right of ownership has been claimed. In cases of doubt, the exercise of the reservation of ownership shall not be deemed to constitute a revocation of the contract. If the purchased goods are seized by a third party, the purchaser shall be obliged to inform Civilserve immediately and to reimburse Civilserve for all costs of any necessary intervention.

Defects

Incorrect deliveries, quantity errors and obvious defects shall be notified to Civilserve in writing by the purchaser within one week after the receipt of the purchased goods. Any defects which are not immediately identifiable in a proper inspection shall be notified to Civilserve in writing at the latest within one week after they are detected.

Warranty

The warranty shall be limited to the assignment of Civilserve's warranty claims against the manufacturer or Civilserve's supplier. If any guarantee commitments are made by the manufacturers over and above the statutory guarantees, these commitments shall only be fulfilled on behalf of the manufacturers.

For standard software, Civilserve offers no warranty that it will work without interruption or fault, that the functions contained in the software can be implemented in all combinations selected by the purchaser or that these functions will satisfy the purchaser's requirements.

The warranty shall be limited, at the discretion of Civilserve, to remediation free of charge or replacement of the faulty parts within a reasonable

period. In the event of software errors, Civilserve shall remedy the error, as far as it is able, by supplying a different software version or by providing information on how to avoid the error.

Defective parts shall be returned to Civilserve with a completely filled-in error report, carriage to be paid by the sender. Any transport damage shall be paid for by the sender. Replaced parts shall become the property of Civilserve.

The warranty shall lapse if any persons not commissioned by Civilserve carry out repairs or other work or changes to the purchased goods, or if unsuitable accessories are used. The warranty shall also lapse in the event of defects which result from operating errors, carelessness, faults in the installations provided by the purchaser, the installation regulations or any other action for which the purchaser or its personnel is to blame.

If the defect is found to be a handling, operating or input error or if safety measures have not been complied with, the purchaser shall reimburse Civilserve for any time invested at the hourly rates which are valid for Civilserve at the time.

The purchaser shall not be entitled to any further claims against Civilserve.

Liability

Civilserve shall only be liable subject to the statutory provisions. It shall not be liable for its own faults unless Civilserve is compulsorily obliged by law to accept liability for deliberate action, gross negligence or the lack of assured properties. In particular, claims for compensation for loss or damage which does not arise in the purchased goods themselves are excluded. Before using new software or hardware configurations, the purchaser shall make the appropriate backup of all of its data. In the event of secondary damage to data which results from an insufficient data backup, Civilserve shall only be liable if the damage is caused by its gross negligence or deliberate action.

Software

For the provision of the software to the purchaser, a separate licence contract shall be agreed between the software manufacturer and the purchaser. Civilserve shall only deliver the software on condition that the purchaser accepts the manufacturer's licence terms as legally binding. The provision of goods without separate contracts shall be subject to the following conditions: The software manufacturer has sole ownership and sole copyright and rights of use of the programs which it has developed. The purchaser shall receive a non-exclusive licence for simple use of the programs which shall be limited to the period of use of the purchased goods. The purchaser undertakes to keep this confidential, not to supply it or make it available to third parties and to maintain the intellectual property of Civilserve or its suppliers therein. Any use on other machines or devices shall require the prior written approval of the licence holder. If the software is sold to third parties, the rights and duties arising from this licence agreement shall pass to these third parties. If the purchased goods are taken out of service permanently or handed over to third parties, the purchaser shall delete or destroy the programs and any copies which it has made.

Industrial property rights

Civilserve is not liable for ensuring that merchandise does not violate any industrial property rights of third parties. The purchaser shall be obliged to notify Civilserve without delay if it is informed of any violation of industrial property rights.

If purchased goods have been produced to the purchaser's designs or instructions, the purchaser shall indemnify Civilserve against all claims which may be made due to the violation of industrial property rights of third parties.

Data protection and export control

Technical data shall be stored on computers by Civilserve in the course of handling sales. Civilserve shall keep the data and confidential information of the purchaser secret in accordance with Section 5 of the German Federal Data Protection Act (BDSG).

The purchased goods are usually subject to the export control regulations of the Federal Republic of Germany and/or the United States of America. Export to other countries is therefore subject to permission. The purchaser shall be liable for compliance with the applicable provisions and obliged to obtain the necessary permission before each individual re-export.

Requirement of written form

All offers, deliveries and services to the purchaser by Civilserve shall be made solely on the basis of these conditions. In particular, any deviating purchasing or ordering conditions of the purchaser which are cited as a basis for the order shall be deemed not to have been agreed. All alterations and additions to the purchase contract must be agreed in writing.

Partial invalidity

If any parts of these provisions should be or become legally invalid, the other provisions shall continue to apply. The parties to the contract shall then interpret and draft the purchase contract in such a way that the economic result which was aimed for by the void or invalid parts is achieved as far as possible.

Place of performance and place of jurisdiction

The place of performance for all deliveries under the purchase contract is Oldenburg, Germany. The place of jurisdiction and performance for all other elements of the contract is Oldenburg, Germany, insofar as the other party is a business enterprise which is not a small trader under the terms of Section 4 of the German Commercial Code (HGB).

Steinfeld, August 2005