

General terms and conditions

\$1.Scope

1. Tebis Technische Informationssysteme AG (referred to hereinafter as Tebis) performs services (creation and modification of library objects, e.g. postprocessors and virtual machines, CAD- and NC-services, etc.), training courses, consulting activities and other activities under the General Terms and Conditions (GTC) set out below, barring other express agreements to the contrary. The present GTC shall also apply to all future business activities of this kind with the customer, even when express reference is not made to the present GTC. Possible necessary changes to the following terms and conditions shall be valid only if they are approved and documented in writing by Tebis in advance.
2. Any contrary terms and conditions of purchasing, orders, purchase orders or other general terms and conditions of the customer shall not be applicable, even if the customer makes reference to them and Tebis does not contradict their applicability.

\$2.Offer, scope of services, contract formation

1. All offers of Tebis are conditional and non-binding. The written order confirmation or seminar confirmation by Tebis or the performance of the order shall signify formation of a contract. Prior statements of the customer, particularly including confirmation letters or course registrations, shall be deemed to constitute a binding offer to enter into a contract, which Tebis may accept within four weeks of receipt by Tebis.
2. The scope of contractual obligations shall be specified in the order of the customer, the order confirmation or seminar confirmation and/or other service descriptions of Tebis. Improvements or changes to services shall be permitted to the extent that they are reasonably acceptable to the customer, with due consideration given to the interests of Tebis.
3. Subsequent changes or additions to the order must be agreed in written form in order to be valid. The same applies to the waiver of the written form requirement. Minutes of meetings and project status reports shall satisfy this requirement if they are signed by the authorized representatives of both parties.
4. The subject of consulting and advisory orders shall be the agreed consulting activity, not the attainment of a certain economic result or the preparation of expert opinions or other works. The services of the consultant shall be deemed to have been performed when the necessary examinations, analyses and the resulting conclusions have been developed in cooperation with the ordering party. The question of whether or when the conclusions or recommendations are implemented shall be immaterial. If the consultant is additionally supposed to prepare a detailed report, that must be agreed separately. Such a report shall not be an expert opinion, but shall only describe the main content of the process and results of the consulting activity.
5. Descriptions and statements made in brochures or other publications are not guaranteed services, but only non-binding explanations, barring express agreements to the contrary.
6. Tebis shall be entitled to engage third parties to provide the agreed services. Tebis shall be entitled to replace the person employed to perform the training or service during the training course or other service. No claims of any kind may be asserted against Tebis on the basis of replacing the person employed to provide instruction or another service or the use of cooperation partners to perform the service, provided that the service so performed is unobjectionable.

\$3.Prices

1. As a general rule, the prices of training courses provided in the offices of Tebis shall be those indicated in the valid Tebis Fee Schedule at the time of entering into the contract. Other conditions shall apply only when Tebis and the customer agree on special arrangements for the order in question.
2. The prices of other services provided by Tebis shall be indicated in the respective agreement between the parties. Unless otherwise stipulated, they shall apply only to the respective order. They shall be limited to the agreed services and shall include neither travel expenses, nor accommodation and meal expenses, nor overtime expenses for services provided outside of normal working hours, nor rent and insurance, nor shipping costs for equipment (hardware and software).
3. As a general rule, all prices are before-tax prices. Depending of the jurisdiction and applicable laws additional taxes (e.g. taxes according the German Value-Added Tax Act) will be applied. The valid tax at any given time is stated separately in the invoice, if applicable. Only the prices indicated in the offer are determining.

\$4.Deadline agreements

1. It is possible to pre-reserve a date for a training course or other service, but the date must be confirmed promptly in writing. Tebis reserves the right to allot dates that have been reserved, but not booked with binding effect, to other customers three weeks before commencement.
2. Training course registrations
 - a) The written course registration shall be binding.
 - b) The number of participants for standard training courses is limited to ten persons. Early registration is required.
 - c) The selection of courses shall be the responsibility of the participant or registrant. The prerequisites for successful participation in a training course indicated by Tebis must be fulfilled. If attainment of the training objective is endangered for other course participants by the lack of prior knowledge of one participant, Tebis reserves the right to assign said participant to a course that is suitable for his or her level of knowledge.

\$5.Delivery / delivery dates

1. Partial deliveries shall be permissible.

2. The deadlines indicated by Tebis, especially including delivery deadlines and time periods allowed for the provision of services, shall be binding only if they are expressly confirmed as binding deadlines in the order confirmation. If binding delivery deadlines are not met, the customer shall be entitled to assert any rights only after first granting an additional time period of at least 2 weeks, accompanied by a declaration that it will refuse acceptance of the service after the lapse of such additional time period.
3. The ability to meet delivery and service deadlines may depend on the cooperation obligations of the customer. If such cooperation obligations are not fulfilled, delivery times shall be changed accordingly.
4. Delivery and service deadlines shall be extended in cases of force majeure and any other obstacles for which Tebis is not responsible and which have a significant influence on the delivery or service in question.

\$6.Cooperation of the customer

1. The customer must take the necessary steps to enable Tebis to perform its services. In particular, it must provide Tebis with all the information required to perform the services as well as providing all collaboration for free if required in the order fulfillment.
2. The customer must nominate in writing a contact person for Tebis as well as an address and e-mail address at which the contact person can be reached. The contact person must be in a position to make necessary decisions for customer to ensure that they are made without delay. Customer's employees whose activity is required must be freed from other activities to the appropriate extent.
3. Before commencing live operation with any provided work customer must test it thoroughly for freedom from defects and for suitability in the situation. This also applies to works and services provided to remedy a defect or under the maintenance service.
4. Customer undertakes to provide all further collaborative goods, works and services needed for the performance of the agreement:
 - a) If the customer has ordered a digitization, the customer shall be responsible for ensuring that the geometry to be measured is freely accessible. No further changes may be made to the specific geometry after digitization of the specific geometry and before acceptance of the data record.
 - b) If the customer has ordered a postprocessor or virtual machine creation/edition he must inform all participating employees that the contracted real and specific machines cannot be operated productively during the on-site NC-format programming activity, if applicable.
 - c) The customer will cede, provide, assign Tebis to obtain from third parties, all necessary information for the creation of a CAD-dataset "virtual machine model" relating to the commanded specific and real machine.
5. The customer must observe the security notes contained in the technical manual and in the download section prior acceptance and use of postprocessors and virtual machines. These will be sent to customer upon request.
6. If delays for which the customer is responsible arise in the performance of the services to be provided, such times shall be billed in the full amount at the daily rate applicable at the time.

\$7.Acceptance

1. Tebis can require a written acceptance statement from customer for all contract works that are amenable to acceptance. To this end the customer has to sign an acceptance protocol submitted by Tebis. If a contract specifies partial performance those several works will be subject to separate acceptance.
2. Customer must inspect the contract works within one month and either notify through the contact person in writing that they are accepted or give a precise description of the defects found. If customer does not give notice of acceptance or of defects within this period, or uses contract works without giving defect notice, the works will be deemed accepted.

\$8.Payment terms

1. Unless otherwise agreed, invoices of Tebis shall be payable without any deductions within 14 days of the invoice date.
2. If payment terms are not met, Tebis shall be entitled to charge late interest of 8% over the respective basic interest rate, without prejudice to its other legal rights.
3. In case of payment default or overdraft of the credit line granted by Tebis, Tebis shall be entitled to cease providing all services. In this case, all outstanding invoice amounts under earlier contracts shall also become due and payable immediately.
4. Checks shall be accepted for processing. Acceptance of checks shall not signify a waiver of our other rights constituted by virtue of an already occurred or anticipated payment default of the customer.
5. Tebis shall be entitled to apply incoming payments first to the oldest debt, even if the customer gives instructions to the contrary. If the customer owes interest and costs in addition to the principal amount, incoming payments shall first be applied to costs, then to interest and then to the principal amount, notwithstanding any instructions to the contrary of the customer.
6. If the customer culpably fails to meet its obligations under the present contract, particularly including acceptance or payment obligations, or if Tebis learns that the financial situation of the customer has worsened significantly after formation of the contract, and particularly when an application for commencement of insolvency or composition proceedings involving the assets of the customer has been filed, all receivables due under the current business relationship shall be due and payable, also in the case of checks or bills of exchange maturing at a later date.
7. Tebis shall charge the customer a processing fee of €12.50 for every direct debit or check not collected from the bank of the customer.

§9. Warranty/Claims under liability for defects

1. Tebis shall prepare data records and library objects (e.g., postprocessors and virtual machines) and check them to the best of its knowledge and belief before they are used by the customer.
2. If the service provided by Tebis is defective, the customer must inform Tebis thereof without delay. Tebis shall then make two attempts to correct the defect at no charge to the customer, within an appropriate period of time. If the customer does not make the object of performance available for subsequent improvement or delivery of a replacement, Tebis shall be released from its obligation to correct the defect.
3. Liability for defects shall not apply if the customer modifies the provided data records and library objects (e.g. postprocessors and virtual machines) in any way, unless the customer proves that the modification did not cause the defect.
4. If the complaint of the customer proves to be unjustified, the customer shall bear all costs incurred by Tebis in the process of identifying and correcting the supposed defect by reason of the unjustified complaint.
5. The warranty obligation shall not apply if the defect resulted from erroneous or incomplete information, defective cooperation or defective commissioning on the part of the customer, or if modifications or interventions were made to the services of Tebis without its prior written consent.

§10. Liability

1. All proposals, consultations, services and information are made to the best of knowledge. It shall be the responsibility of the customer to verify whether the service provided by Tebis meets the specific requirements.
2. The ordering party undertakes to perform a complete data back-up and verify restorability prior to a Tebis training course, consultation or service. Data back-ups shall likewise be performed by the ordering party at its own expense.
3. Tebis shall not be liable for data losses and business interruptions resulting from Tebis services.
4. Tebis assumes no liability for damage or malfunctions resulting from improper treatment or handling or abnormal operating conditions, and assumes no liability for shipping damage, which shall be the responsibility of the customer.
5. Regardless of the legal grounds, any liability of Tebis and/or its employees caused by ordinary negligence is excluded. In particular, Tebis shall not be liable for unforeseeable and far-removed damage. The liability of Tebis shall be limited to deliberate intent and gross negligence only in cases that do not involve a breach of essential contractual obligations, the non-fulfillment of which endangers the purpose of the contract.
6. Tebis shall also not be liable for consequential damage, indirect damage and lost profit, regardless of the reason. However, the foregoing clause shall not apply in the case of guaranteed features or in cases of deliberate intent or gross negligence.
7. Other claims, including claims independent of culpability, shall be excluded.
8. Tebis shall handle documents and other property of the customer provided to it with the same care that Tebis applies in its own affairs. The owner bears the risk of accidental destruction.
9. The liability of Tebis is limited to the basic cover under the third-party liability [insurance] of Tebis. Tebis shall be liable for property damage for a limited liability amount of up to EUR 10,000 per claim and to a total amount of not more than up to EUR 25,000 per customer/master agreement.

§11. Right of use, retention of use

1. All rights to all data records shall remain with Tebis until transfer and acceptance. Upon acceptance, Tebis shall transfer the data record to the customer for exclusive use by the customer. Until complete payment by the customer, Tebis shall retain the right to use to all documents and data carriers produced in the process of rendering performance, both at the time of creation and at the respective stage of processing, and shall safekeep them until they are transferred to the customer, with particular consideration given to the confidentiality obligations arising from the contract.

§12. Cancellation, service changes

1. Cancellation requests made up to 10 work days prior to performance of the contractually agreed activity shall be free of cost. However, the customer shall be obligated to assume any cancellation fees for hotel reservations in the full amount.
2. If cancellation is requested within 10 work days of the planned activity, 50% of the agreed fees shall be charged.
3. If the customer cancels the contract on the work day preceding the date of performance or on the date of performance, the cancellation fee shall be 100%. Failure of a participant to appear at a training course on the date of the training course shall be deemed equivalent to cancellation on the date of performance.
4. The cancellation fee for training courses shall be waived if the customer designates a replacement participant for the training course in question.
5. Cancellation requests must be made in writing. The date of receipt by Tebis shall be determining.
6. Tebis reserves the right to refuse or postpone performance of the agreed service for an objectively justifiable reason, with due consideration given to reasonable acceptance by the customer. In such cases, any fees already paid shall be refunded. Further claims are excluded.
7. Tebis shall also be entitled to rescind the contract in accordance with legal regulations if the customer is in default of payment of the agreed price. Furthermore, Tebis reserves the right to rescind the contract if the customer has committed a breach of contract or a conduct obligation arising from the contract. Other statutory rescission rights shall remain unaffected.

§13. Data protection

1. Tebis and its affiliated companies and cooperation partners shall process the personal information of the customer received in connection with the business relationship in accordance with the legal requirements. Beyond the foregoing, your personal information shall not be divulged to third parties except when we have been authorized by you or when we are legally required to do so.
2. Tebis retains the electronic data prepared for its customers for 6 months after transferring the data to the customer. Afterwards, the data is destroyed.
3. If a separate confidentiality agreement is required, Tebis shall sign a confidentiality agreement of its own formulation. If the customer insists on the signing of its own individual confidentiality agreement, it shall communicate this requirement to Tebis prior to sending the order. Subsequent signing of the customer's own confidentiality agreement is not possible, as a general rule.

§14. Copyrights

1. The customer shall have a non-exclusive and non-transferable right to use the documents provided to it by Tebis. The customer shall be entitled to use the documents in accordance with the purpose of the contract.
2. The customer shall be obligated to observe the copyrights of Tebis and other possible licensors. The customer shall not be entitled to copy, modify and/or divulge to third parties the documents or the data contained therein. Training documents may be copied only for the back-up purposes of each training participant. Any transfer to third parties or duplication of such documents shall require the written consent of the respective copyright holders.

§15. Miscellaneous provisions

1. The customer shall not be entitled, without the prior consent of Tebis, to assign to third parties any rights vis-à-vis Tebis, including any claims for damages, arising from a contract with Tebis to which the present General Terms and Conditions apply.
2. The customer shall be entitled to any rights of refusal or retention only on the basis of uncontested claims or legally recognized claims. The same shall apply to any right of set-off of the customer.
3. Contracts covered by the present General Terms and Conditions shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
4. The courts of Munich, Germany shall have sole jurisdiction over all legal disputes arising out of or in connection with this Agreement, save where mandatory statutory regulations require otherwise. Tebis shall remain entitled to commence court proceedings at the seat or general place of jurisdiction of customer.
5. Any contractual subsidiary agreements shall require written form.

§16. Severability clause

1. Should one or more of the provisions in this agreement be or become null and void, then the effectiveness of the whole agreement is not affected by this. In place of the arrangement which is null and void, the parties undertake to agree an arrangement coming as close as possible to the arrangement which is null and void.

Tebis Technische Informationssysteme AG

Einsteinstrasse 39, 82152 Martinsried/Planegg, Germany
Telephone + 49 89 81803-0 Fax + 49 89 81803-8200

Status: August 21, 2013