



General Conditions of Sale

These general conditions of sale shall be authoritative between Contendo Systems GmbH ("CONTENDO") and any Purchaser located outside the Federal Republic of Germany unless otherwise agreed between the parties in writing.

Orders are subject to CONTENDO's written confirmation.

1 Scope of Supply

1.1 The scope of supply shall be governed by CONTENDO's official acknowledgement of the order in writing.

1.2 Deliveries shall be made in general Ex Works Friedrichsdorf (Germany) according to INCOTERMS 2000.

2 Price and Payment

2.1 Unless otherwise agreed, prices are on an Ex Works CONTENDO including packing and loading on factory premises, excluding freight and installation plus VAT at the percentage in effect on the date of the invoice.

2.2 Any taxes, fees, dues, customs duties or other charges incurred or levied outside Germany shall be to the purchaser's account or shall be reimbursed to CONTENDO if CONTENDO is held liable for such charges.

2.3 Payment shall be made strictly net to CONTENDO's bank account on the dates agreed upon in the contract. In case of delay of payment, Purchaser shall pay interests in the amount of the basic interest rate of the European Central Bank plus 8 percentage points.

2.4 Purchaser shall not offset any sums or claim any right of retention against payments due to CONTENDO unless purchaser's claims are undisputed or have been recognized by a final judgement.

2.5 Unless otherwise agreed, payment shall be made net without any deduction against receipt of customary transport documents like bill of lading, forwarder's certificate or receipt and invoice within 7 calendar days.

2.6 If Purchaser should fail to abide by the terms of payment or in the event of a serious deterioration in his business standing or should he suspend payments, CONTENDO shall be entitled to refuse performance, make further supplies dependent upon advance payments or provisions of security, claim damages on account of non-performance or withdraw from the contract.

3 Retention or Title or Transfer of Risk

The title of the goods shall remain with CONTENDO until full and final payment has been made of all amounts due to CONTENDO under the contract or in connection therewith. Purchaser must not encumber or cause the goods to be encumbered. Upon request, Purchaser shall provide CONTENDO with evidence that no liens or other encumbrances exist on the property.

In case of serious breach of contract, e. g. in case Purchaser does not effect payment on its due date, CONTENDO is entitled to ask for a return of the goods upon reasonable prior notice on Purchaser's costs and Purchaser shall return the goods so requested for.

4 Time of Delivery

The time of delivery shall commence upon receipt of the order confirmation by the purchaser as confirmed by CONTENDO.

The time of delivery shall be deemed to have been observed if the goods are reported to Purchaser to be ready for dispatch on the expiry of the agreed period.

The time of delivery shall be extended by a reasonable period of time in case of strikes, lockouts as well as in case of unforeseen circumstances beyond CONTENTENDO's control as far as such circumstances affect the timely completion of the contract.

In the event of damages due to delay arising owing to reasons attributable to CONTENTENDO and if Purchaser should suffer loss or damage in consequence thereof, then Purchaser shall be entitled to the exclusion of any further claims to claim damages to an amount not exceeding 0.5% for each full week of delay but limited to a maximum of 5% of the value of that item which on account of delay could not be put to commercial use within the agreed time.

5 Warranty

CONTENTENDO warrants under the exclusion of any other rights or remedies Purchaser may have that the products are free of defects in material, design and workmanship, provided that such defects have been determined to be defective and reported to CONTENTENDO within 12 months from the original delivery time.

Pursuant to the above Limited Warranty, CONTENTENDO will, at its option, (i) repair the product using new or refurbished parts or (ii) replace the product with a new or refurbished product. For purposes of this Limited Warranty, "refurbished" means a product or part that has been returned to its original specifications. **In the event of a defect, these are your exclusive remedies.**

This Limited Warranty covers only the hardware components packaged with the Product. It does not cover technical assistance for hardware or software usage and it does not cover any software products whether or not contained in the Product; any such software is provided "AS IS" unless expressly provided for in any enclosed software Limited Warranty.

Instructions: To obtain warranty service, you must deliver the product, freight prepaid, in either its original packaging or packaging affording an equal degree of protection to the CONTENTENDO authorized service facility specified. **It is your responsibility to backup any data, software or other materials you may have stored or preserved on your unit. It is likely that such data, software, or other materials will be lost or reformatted during service and CONTENTENDO will not be responsible for any such damage or loss.** For specific instructions on how to obtain warranty service for your product, product support, online knowledge database, frequently asked questions and free updates via the Internet:

Visit CONTENTENDO's Web Site: <http://www.contendosystems.com>

Repair/Replacement Warranty: This Limited Warranty shall apply to any repair, replacement part or replacement product for the remainder of the original Limited Warranty period or for ninety (90) days, whichever is longer. Any parts or product replaced under this Limited Warranty will become the property of CONTENTENDO.

This Limited Warranty only covers product issues caused by defects in material or workmanship during ordinary consumer use; it does not cover product issues caused by any other reason, including but not limited to product issues due to commercial use, acts of God, misuse, limitations of technology, or modification of or to any part of the CONTENTENDO product. This Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the product.

LIMITATION ON DAMAGES: CONTENTENDO SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION ON THIS PRODUCT.

DURATION OF IMPLIED WARRANTIES: EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

6 Governing Law/Places of Jurisdiction

In case of conflict between the parties the place of jurisdiction shall be Frankfurt, Germany.

The parties expressly agree that the UN Convention on Contracts for the International Sale of Goods shall be applied for the interpretation of the contract.