

General Business Conditions TransdatiX

So far as it has not been contrarily agreed upon, our General Business Conditions (GBC) - which have been made known to the contracting party - are applicable. This concerns all legal transactions of González Rivero TransdatiX (referred to in this document briefly as TransdatiX).

Contracting party agrees that whenever using GBC in case of doubt it will always proceed from our conditions, even if the conditions remain unchallenged.

This GBC also applies to the use of web pages, which are operated by TransdatiX.

This GBC goes into effect on 01.01.2006.

1 TransdatiX Products

- 1.1 Products manufactured by TransdatiX will be thoroughly tested for their functioning efficiency in the context of given operating conditions. Operating conditions, which are not explicitly stated, could impair the function of TransdatiX products. Although TransdatiX attempts to make its products as universally applicable as possible, it cannot provide a guarantee for functioning efficiency of products operating under arbitrary conditions.
- 1.2 Use of TransdatiX products is possible at all times when the product-related license agreement is acknowledged. The license agreement is a component of or delivered with the product. Acknowledgment of the license agreement occurs upon installation of the software, where the full text of the respective agreement is indicated. The license agreement may be cancelled at any time as long as the respective product's use is discontinued and/or the product is removed from the operating environment so that the non-licensed product cannot be used.
- 1.3 TransdatiX products are protected under international copyright. Furthermore, international trademark protection rights as well as agreements for safeguarding intellectual property are in existence.
- 1.4 Any use, duplication or distribution of TransdatiX products contrary to the conditions of the respective license agreement is expressly forbidden.
- 1.5 TransdatiX reserves the right to change the characteristics or capacities of software products, documentation as well as all pertinent components or later versions of the same without giving prior notice.
- 1.6 Some states and countries impose their own legal and administrative restrictions regarding possession, use and export of cryptographic products. It is the responsibility of the customer to check information about any rules and regulations and heed them accordingly.

2 Prices

- 2.1 Unless otherwise indicated, all of TransdatiX's published prices are in euro and do not include the legal value added tax.
- 2.2 Unless otherwise indicated, published prices apply to final users. Prices for business partners can deviate from final user prices. There is no legal claim on prices deviating from final user prices.
- 2.3 Price adjustments can be made at any time and without previous notice.
- 2.4 Unless otherwise indicated, individually provided written offers are valid 14 days beginning with the date of preparation.
- 2.5 TransdatiX takes great care in providing and maintaining prices. Nevertheless, mistakes and errors cannot be completely excluded.

3 Contract Extent and Validity

- 3.1 Orders are accepted only in writing, signed by the client and submitted by mail or fax. Orders must provide a clear reference to the sender and distinctly designate the ordered products or services.
- 3.2 TransdatiX usually confirms order acceptance in writing in the same way the order was made. When TransdatiX dispatches a license it is considered to be an order acceptance that replaces written documentation. TransdatiX reserves the right to reject orders without indicating reasons.
- 3.3 When TransdatiX accepts an order, all information relevant for delivering products and/or supplying services must have been conveyed to TransdatiX by the customer. Nevertheless, TransdatiX reserves the right to issue a conditional order confirmation. This applies especially when the completeness of the conveyed information can be verified only after the order is confirmed. For these cases, TransdatiX reserves the right to charge the client accordingly for extra costs that accrue through incompletely conveyed project information.
- 3.4 Payment of invoices occurs in accordance with agreed upon terms of payment. If no other terms of payment are agreed upon, it is acknowledged that an invoice will be paid without deductions upon receipt.
- 3.5 In the case of orders covering several units (e.g. programs and/or training courses, orders realized in partial stages), TransdatiX is justified to issue an invoice after supplying each individual unit or partial delivery. Likewise, a pre-payment may be demanded starting with a certain order quantity.
- 3.6 Payment should be made directly to TransdatiX's bank account as indicated on the invoice.
- 3.7 If payments are not made promptly, TransdatiX will charge €12.00 for each reminder. Moreover, interest at the rate of 10 percent over the basic interest rate will be charged annually. TransdatiX uses two-stage reminders. If despite two reminders a payment is not made, open amounts may be transferred to a third party, which will receive the pending payment on behalf of TransdatiX.

4 Cancellation Right

- 4.1 In the event an agreed upon delivery time is exceeded by TransdatiX due to its own fault or legal action, client is entitled to withdraw from the order concerned by means of written letter as long as most of the contracted service has not been furnished within a reasonable period and the client is not to blame.
- 4.2 Supernatural forces, work conflicts, natural catastrophes and transportation hindrances as well as other circumstances lying beyond TransdatiX's control, relieves TransdatiX of delivery obligation and/or permits TransdatiX to re-assess the agreed upon delivery time.
- 4.3 Cancellations by the client are possible only with TransdatiX's written agreement. If TransdatiX agrees with a cancellation, TransdatiX has the right—apart from furnished services and accumulated costs—to charge a cancellation fee amounting to 30 percent of the overall project's order value not accounted for yet.

5 Supply

- 5.1 TransdatiX guarantees technically correct delivery of products. The customer is responsible for appropriate installation.
- 5.2 If a product is downloaded from Internet, the loading procedure is considered as delivery. If this procedure is interrupted or for other reasons not terminated successfully, buyer is entitled to repeat the loading procedure until the delivery is successful. TransdatiX does not provide warranties for loading speed or time.

6 Guarantee, Liability and Compensation

- 6.1 Notices of defect are valid only if the defects are reproducible and if they are documented in writing within two weeks after delivering the agreed upon service and/or individual software after program acceptance. In the case of a guarantee, improvement has priority over price reduction or modification. When notice of defect is justified, products will be repaired within an appropriate period, whereby the customer makes all measures necessary for investigating and rectifying the fault available to TransdatiX. Assumption of defectiveness in accordance with § 923 ABGB is not possible. The guarantee period is limited to six months and begins with the date of delivery.
- 6.2 Corrections and additions due to organizational and technical program defect found necessary before handing over the agreed upon service will be carried out free of charge by TransdatiX.
- 6.3 Costs for assistance, fault-tracing as well as error and repair, which should be presented by the client, as well as other corrections, changes and additions will be carried out by TransdatiX and invoiced accordingly. This also applies to repairing defects when program modifications, additions or other interferences were made by the client or third party.
- 6.4 Furthermore, TransdatiX assumes no guarantee for errors, disturbances or damages that can be traced to inappropriate operation; altered operating system components, interfaces and parameters; use of unsuitable organizational materials and data media, as far as such are prescribed; and abnormal operating conditions (particularly deviations from installation guidelines).
- 6.5 TransdatiX offers no guarantee for programs that are subsequently changed by the client's own and/or third party programmers.
- 6.6 When the subject of an order concerns changes or additions to already existing programs, the guarantee refers to those changes or additions. The guarantee for the original program is then no longer in effect.
- 6.7 TransdatiX is legally liable for damages as long as TransdatiX is conveyed purposely or grossly negligent. Liability for slight negligence is excluded.
- 6.8 Replacement of subsequent and financial damages, unobtained savings, interest losses and damages due to demands of third parties against TransdatiX is, in every case to the extent legally permissible, excluded.

7 Acceptance

- 7.1 If TransdatiX produces individual software according to a customer's specifications, customer must confirm the fulfillment of the defined requirements as well as the functioning of the software delivered. For TransdatiX standard products—especially components that can be downloaded for self-installation from TransdatiX's Website—no special acceptance by client is necessary.
 - 7.2 The period for accepting delivery or giving notice of defect begins with the complete delivery of ordered components and/or, in the case of larger projects with agreed upon partial delivery, with the complete delivery of partial components concerned and amounts to two weeks. Within this period customer should examine and/or test the components received as to stipulated condition and orderly functioning and communicate any obvious defects, errors or damages immediately in writing. Defects should be sent by mail or fax in writing by means of the acceptance report received from the supplier.
 - 7.3 Final acceptance is confirmed by signing the acceptance report. With the customer's acceptance, TransdatiX's side of the contract is considered fulfilled. Customer confirms error-free functioning and/or complete rendering of all agreed upon services on the part of TransdatiX by signing the acceptance report. If partial deliveries are involved, customer confirms with his signature the partial extent of the order agreed upon has been fulfilled.
 - 7.4 If within the two-week period following delivery neither a written list of defects nor a final acceptance is received, the software delivered and/or services rendered are considered automatically accepted.
 - 7.5 For defects, errors, or damages indicated later, supplier offers no guarantee unless the customer was unable to determine them through an orderly examination.
 - 7.6 The guarantee period for delivered software components is limited to six months from the delivery day and will not be extended through an acceptance process.
- 8 General**
- 8.1 This GBC may not be changed, extended, or shortened in any way. Likewise, modification through tolerance, breach of trade and procedure or single contract is only permissible when an original consent declaration signed by an authorized TransdatiX representative is issued in advance. This GBC is subject exclusively to Austrian law. Salzburg (Austria) is expressly agreed upon as area of jurisdiction. Should individual regulations and conditions of this GBC be declared invalid or incompatible with legislative measures or by court order, this does not affect the remaining regulations and conditions of this agreement. German is agreed upon as the contract language. Even if translations of this GBC should exist in other languages, in every regard only the German version of this agreement is considered legally binding. If one of the parties fails to enforce any rights or requirements derived from this agreement or proceed legally against any breach of this agreement by the other party, this explicitly does not constitute a general renunciation of the enforcement of such rights or requirements in the case of further, future offences. All changes and deviating agreements going beyond this contract must be made in writing.