GENERAL TERMS AND CONDITIONS

1. CONTRACT CONCLUSION

The purchase contract becomes effective, when the agent sends a written order confirmation within the term of acceptance, or the agent delivers the ordered contract objects. Herewith the purchase conditions of the buyer are excluded for the transaction and the whole business relation. The following conditions apply for all services provided by the agent or a sub-company assigned by the agent, within the contract's context.

2. CONTRACT OBJECT

purchase of the software usage rights:

By paying the single amount as agreed, the buyer purchases the non-exclusive, non transferable and temporally unrestricted usage right for the software on the computer system according to the specification.

services:

The provision of services can be the contract object, e.g. planning of organisational concepts; global and detail analysis; creation of individual programs; adaptation of software programs; delivery and installation of software; training for the staff; participation on the setting-up operation (support for the reorganisation); creation of program carriers

3. LIBRARY-, STANDARD PROGRAMS AND SYSTEM SOFTWARE

Library-, standard programs and system software are delivered according to the range and types of services specified by the agent. The buyer has to assure himself that range and types of services are according to operational needs.
Unless otherwise expressly agreed, the agent delivers the newest release of the programs he holds.

4. INDIVIDUAL PROGRAMS

The creation of individual programs is based on a complete written service specification, signed and stamped by the buyer. If the agent assumes the elaboration of the written service specification, the conditions applicable for services become effective. The buyer has to assure himself that the information and documentation provided to the agent for this purpose are complete and correct.
Subsequent changes of the service specification may lead to changes of the due date and/or the price. If the job execution according to the service specification as a matter of fact or legally is impossible, the agent must immediately report this to the buyer. If the buyer does not change the service specification to make the execution possible, the agent may refuse the execution. If the job execution is impossible due to a failure of the buyer or due to a subsequent change of the service specification by the buyer, the agent can demand the refund of his costs and expenses accumulated until this point.

5. SERVICES

Services are generally provided according to the actual consumed time.

Costs stated by the agent for the provision of certain services are reference points, unless otherwise expressly agreed. In any case the buyer is responsible for any additional charges caused by him or his auxiliary persons (e.g. if machine time is not available, missing or incomplete test data, not or not sufficiently trained staff, etc.). If services are not provided in the place of fulfilment, the time that the

software specialist in charge for the provision of the service needs from the office to the place of fulfilment, applies as working time.

6. PRICE

Software usage right:

The agent has the right to charge the list prices that apply on the date of delivery. If the invoice price compared to the contract price increases more than 10%, the principal has the right to withdraw from the contract regarding the software program in question. The costs for the program carriers for the delivery of the software programs will be charged separately.

services:

There will be charged the actual work cost according to the agent's rates that apply on the date of service provision, plus possible costs for the trip, daily allowance and for accommodation. The agent must supply the materials (program carriers, data media, forms for test runs etc.), that are necessary for service provision, or the agent charges them separately.

7. DELIVERY

The delivery of software products, program carriers, documentation and service specification is carried out at the buyer's risk and expense. Insurances are only procured at the explicit request of the buyer and at his own cost. Partial deliveries, partial services and pre-deliveries are acceptable. If the buyer causes the storage of contract objects, it is understood as service and will be charged.

If the agent causes a delay of the stated delivery date, the buyer has the right to withdraw from the contract after conceding an extension of at least 90 days regarding the delayed deliveries and services in question.

Delivery dates for individual programs are calculated from the submission of the latest version of the service specification, signed and stamped by the buyer. The stated delivery and receipt terms may be delayed adequately by circumstances that can't be influenced by the contract partners, e.g. force majeure.

8. DELIVERY AND RECEIPT

The delivery date counts as receipt date. The buyer has to check the delivered software, especially individual programs and adaptations of library- and standard software, if they are complete and according to the service specification.

If there is no justified and written notification of defects within 30 days from delivery, the software is considered as accepted. Insignificant defects do not delay the program's receipt. Operating software programs are considered as accepted by the buyer. Services are considered to be accepted immediately after being provided, unless there is a notification of defect:

9. PAYMENT

The agent will invoice after delivery or provision of a service. If the service provision exceeds a period of four weeks, as previously agreed, the agent is entitled to issue partial invoices once every four weeks according to the provided services. The invoices issued by the agent are due 30 days after invoice date without discount and free of costs.

The compliance to the stated payment terms for this and any other transactions between the contractual partners is an essential condition for the fulfilment of the contract. There will be charged an interest for delay of 5% above the Austrian National Bank's rate. If, in the case of partial payment, two rates are overdue, the agent is entitled to demand the remaining amount at once, and the outstanding exchanges will fall due.

The buyer is not entitled to hold back payments due to guarantee or warrantee titles or other claims.

10. PROPERTY- AND COPY RIGHT

10.1. Library-, standard programs and system software (beside the data carrier material), as well as service programs and routines used in application programs and the enclosed documentation contain confidential intellectual property of the agent and/or his licenser; these will remain unrestricted and temporally unlimited property of the agent, respectively the licenser.

10.2. The buyer is entitled copy the library-, standard programs and system software for the means of archiving and saving the data, unless the software contains an explicit prohibition from the licenser. All copyright- and property comments have to be transferred to these copies.

10.3. The client may not use any procedure for reproducing source programs or parts of it from the binary software, or for receiving knowledge about the software's conception or production. If it is essential to the client, SOP will provide the necessary information on written request, to establish the interoperability of the contract software programs with other programs of the client.

10.4. A violation against the agent's and/or the licenser's property- and copy rights entitles the agent to prohibit further use of the respective software and to demand appropriate compensation for damages.

10.5. The buyer agrees that the ordered programs are incorporated into the agent's program library for common use of the agent's distribution organisation. This is understood as a return service, as the programs could be elaborated in a more efficient and less cost intense way, because of the use of ulterior experiences and documentations, than without the use of such resources.

11. WARRANTEE AND LIABILITY

The agent guarantees that the contract software was copied completely onto an immaculately readable data carrier. Other defects, if they are reproducible, are a warrantee subject.

In line with warrantee or liability, the agent is committed to eliminate any defects of the contract objects, respectively the contract services, on the place of fulfilment within 6 months after delivery by one of the following procedures at his choice: upgrade, replacement free of charge, price discount, if the contract objects/services are usable, or credit note, if the contract objects are returned within a reasonable period. Requirements for this are the buyer's written and prompt complaint, at the latest within 30 days from delivery of the goods or services. Other legal consequences due to a deficiency of the contract goods are excluded.

Repairs of defects, which are a result of external influences (e.g. intervention from the buyer, his auxiliary persons or others) or as a result of the contract objects´ usage on another computer system than the one specified, or as a result of inappropriate use of the contractual software programs, are excluded from warrantee.

The agent is liable unrestrictedly for damages only, when gross negligence or intent is proved. The agent is liable up to half of the contract value (single amount, respectively contract value of the effected services) for damages that are due to proven light negligence, if the damage in particular cases exceeds € 500.

12. OTHER SERVICES

Delivery and installation of hardware, as well as maintenance services for attendance and repair, are considered as separate transactions, unless specifically agreed.

MOBILITY - ONLINE

13. FINAL CLAUSES

Place of fulfilment is the agent's business location. All deliveries and other services of the agent depend on the issue of an export license by the U.S. Department of Commerce or the authority in charge of the respective country of origin. The buyer is responsible for obtaining the necessary permits, if applicable, from the U.S. Department of Commerce, the appropriate Austrian department and other authorities, before he exports such products, technical data or systems that were delivered according to this contract. This guideline does also apply, if the agent is informed on the final destination of the products and/or technical data delivered (software and technical information of any sort).

The agent obliges his staff to comply with the regulations according to §20, Data Protection Act.

Unless otherwise agreed, there apply the legal regulations for traders (with commercial business establishment). For eventual conflicts there applies the exclusive local jurisdiction of the court Amstetten.

For the sale to consumers according to the Consumer Protection Laws, the previously stated regulations apply only insofar, as the Consumer Protection Laws do not provide any other compulsory regulations.