

This is a translation just for your convenience. Only the general terms of conditions in German language apply to the legal validity.

1. Place of Performance

The computer programs are created and continued at SWT. The place of performance is SWT's registered office. Insofar as SWT employees and organs of SWT work for the client outside SWT's premises, this shall be governed by the regulations governing the supply of temporary workers, unless priority regulations are provided for in the following.

2. Change of Services

During the term of this agreement the client and SWT may propose changes to the agreed services. In the case of written suggestions for changes made by one contractual partner, the other contractual partner shall inform SWT within two weeks of receipt of the suggestion for change at the latest to what extent it agrees with the suggestion for change. Silence on the proposed amendment shall not, however, be deemed to constitute consent. Neither of the contracting parties shall, however, refuse to give its consent unreasonably.

3. Reduction and Rescission

The client shall only be entitled to a right of reduction and rescission if SWT has unsuccessfully reworked several times and further reworking is therefore not reasonable for the client.

4. Completion

WT shall notify the customer immediately of the completion of its performance. The notification shall also be a takeover offer for the client. The service shall be deemed to have been provided free of defects and in accordance with the contract if the client does not notify SWT of defects in writing within thirty calendar days of the notification. The performance of test runs and the presentation of important test results to prove SWT's flawless performance may be agreed between the contracting parties in individual cases.

5. Project Manager

The customer shall appoint a project manager and - if necessary - a deputy for the cooperation with SWT. The instructions of the project manager are binding for the client. If a meeting takes place between SWT and the project manager, the project manager and/or SWT shall record the result of the meeting in writing and inform the other contractual partner in each case.

6. Authority to issue Instructions

The employees and organs of SWT are only bound by instructions to the client within the scope of the intended services or the provision of work. They are not bound by fixed working hours. Insofar as SWT's services are based on a time schedule, SWT assumes that each employee and each organ of SWT will work approximately 40 hours per week. Should it be foreseeable at the time of performance of the service that the schedule cannot be adhered to, SWT shall inform the client immediately of any significant deviations. Insofar as employees and organs are bound by the client's instructions within the framework of the assignment of work, the client shall make the same efforts for SWT's employees and organs as for his own employees.

7. Work Plan

The work plan agreed between the contracting parties and its amendments are an integral part of the contract. Insofar as the work plan leaves details open, SWT shall endeavor to the best of its knowledge and belief to provide the individual service in the interests of the customer.

8. Cost Schedule

Cost plans drawn up between the contractual partners are non-binding estimated costs, unless the contractual partners have expressly designated fixed costs as such. In the event of order processing without fixed costs, SWT shall inform the client immediately if it is foreseeable that the intended cost plan will be significantly exceeded. The contractual partners will then agree whether and how the project will be continued. If additional costs in one cost category are offset by cost savings in another cost category, the client shall not unreasonably refuse to agree to a corresponding continuation of the project.

9. Accounting

Unless otherwise agreed, SWT shall invoice its services on the 10th of each calendar month for the previous calendar month. Unless otherwise agreed, the client shall make a down payment upon conclusion of the contract, which shall only be offset against the final invoice and the amount of which shall be such that SWT need not make any advance payments during the course of the project. The cost schedule agreed between the contractual partners shall be used as the basis for assessment.

10. Remuneration according to Time spent

The hourly rates of SWT shall apply for services which are remunerated according to time spent. For overtime work, work on Saturdays, Sundays, work on public holidays and night work, the percentage supplements of the respective collective agreement between employees and employers in the electrical industry shall apply. In case of hiring out employees, travel times, waiting times and breaks shall be borne by the client.

11. Travel Expenses

For journeys or trips, either the costs of 1st class rail travel, economy class flights or, if a car is used, mileage allowances are reimbursed. The driven kilometers are proven to the client. In this case, the maximum tax rates applicable at the time will be paid as daily expense allowances.

12. Obligation to provide Proof of SWT

or services which are remunerated on a time and material basis, SWT will retain all documents and receipts for a period of five years and will make them available for inspection by a sworn auditor appointed by the client on request once a year or once after completion of the order. The auditor is only entitled to correct or confirm SWT's accounts and is otherwise obliged to maintain secrecy. In the event of significant corrections in favor of the client, SWT shall bear the costs of the auditor. Otherwise the contractor shall bear the costs of the audit requested by him.

13. Confidentiality

SWT will treat all information obtained from the client in the course of project execution as strictly confidential and will not make it available to third parties without the client's consent. This shall not apply to information that was or will become generally known or that was already accessible to SWT before the transfer of information without a confidentiality obligation or that is transferred again without a confidentiality obligation by an authorized third party after the transfer of information. Within the scope of the possibilities permitted under labor law, SWT shall also impose this obligation on all employees and organs. Insofar as the client provides SWT with information that does not appear to SWT to be obviously worthy of protection, the client shall mark this information as worthy of protection.

14. Data Protection

SWT will neither unauthorizably process any personal data obtained in the course of project execution for any purpose other than that of project execution, nor will it disclose such data to third parties, nor will it make it available to third parties or otherwise use it. SWT is aware of the criminal consequences resulting from the Federal Data Protection Act in case of violation.

15. Invention and Property Rights

The contractual partners shall make unlimited use of all inventions created in the course of the project in accordance with the law on employee inventions and shall inform each other immediately. It is left to each of the contractual partners to apply for industrial property rights for the inventions of their employees and, if necessary, to pursue industrial property rights that have been granted or allow them to be dropped. In the case of inventions of organs, the contractual partners shall create a legal position vis-à-vis the organs, which enables them to secure the results of the project execution accordingly. In the case of inventions based on the employees or organs of both contractual partners, the contractual partners shall agree on the filing of applications for industrial property rights and the industrial property rights granted thereon. If one of the contractual partners refrains from making use of and/or filing applications for industrial property rights, it shall ensure that it grants other contractual partners at least the same possibilities of use of the invention as in the case of a claim and subsequent application for industrial property rights or prosecution of any industrial property rights that may be granted. Each contractual partner shall grant the other a non-exclusive license to the industrial property rights covered by this contract on reasonable terms. For the granting of a license, the principles that apply when a willingness to license German patents is registered with the German Patent Office shall apply.

16. Ownership and Copyrights

All documents such as reports, programs, descriptions, tapes, card decks, instruction lists and other program documentation produced for the client in plain text or in machine-readable writing within the scope of the project execution for the client shall become the property of the client upon transfer, insofar as they are required by the client for the use of the client in accordance with the contract. In all other respects, however, all copyrights, in particular the rights to market identical or similar works with third parties, shall remain with SWT. The client shall take special precautions to ensure that the computer programs are not made available to third parties either in the version transmitted by SWT or in a revised version. This also includes that the programs are only accessible to those for whom the programs constitute a necessary working document.

17. Originality

SWT is not aware of any third-party rights that oppose the use of the documents prepared by SWT or the service provided by SWT. SWT shall be liable for any unforeseen dependence on third-party rights up to a maximum amount equal to 20% of the project costs. If an operating program is initially required to use the StahlWissen database on a computer, this operating program is not covered by the above exemption from third-party rights. The client shall endeavor to procure the operating program itself. SWT will support the client in this process upon request.

18. Warranty

SWT's warranty for the delivered programs and other documents refers to material damage to the data carriers and defects for which SWT is responsible. No warranty shall be assumed for services provided by employees and organs of SWT, which are rendered by these employees and organs by way of temporary employment. Warranty claims will only be recognized if they are asserted within ten days of receipt of the documents or programs.

19. Liability of the contractual Partners

In case of intent and gross negligence, the contractual partners are liable for their employees and organs for personal injury and for the loss, damage and destruction of objects. The contractual partners and their employees and organs shall not be liable for personal injury and damage to property caused by slight negligence, unless the damage is covered by an insurer of the party causing the damage or the associated contractual partner. In this case, liability is limited to the extent of the insurance coverage.

20. Termination/Modification/Cancellation

The client shall have the right to terminate the contract, change the scope of services or cancel an order at any time, provided that the client shall reimburse SWT for all obligations and expenses incurred up to that time in reliance on the intended order processing. In addition, the client shall pay SWT a flat-rate compensation of 10% of the order amount. Irrespective of the cancellation/alteration of the scope of the order or the cancellation of the order, the provisions on confidentiality shall remain in force for a period of five years, those on inventions and industrial property rights for a period of five years, and those on the retention of documents for the purpose of auditing for a period of five years after the cancellation or cancellation of the order. The same applies to SWT's copyrights and the regulations on data protection.

21. Dispute Resolution (for online orders)

The European Commission provides a platform for online dispute resolution (OS), which you can find here: <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for the settlement of their disputes.

22. Statute of Limitations

All claims of the client for performance and SWT for payment shall end two years after the end of the project. The limitation period for claims for damages is five years.

23. Final provisions

Changes and additions to the agreements must be made in writing. Should individual provisions of the agreement prove to be ineffective, the contractual partners shall replace the ineffective provisions with effective provisions that come as close as possible to the ineffective ones. Place of jurisdiction is Geldern. Furthermore, the patent litigation chamber of the Regional Court of Düsseldorf - as far as admissible - shall be competent for disputes arising from this contract.