

General terms and conditions of sale.

1. General information, scope of application, legal provisions.

These terms and conditions shall apply to all delivery and service contracts for services rendered with private companies, legal entities under public law or public sector property.

Our terms and conditions of sale shall apply exclusively. Conflicting or adverse terms and conditions on the part of the client shall thus not be the content of the contract, even if not expressly stated otherwise.

The content of the contract is governed by written agreements. Other agreements remain unaffected. Amendments or annexes to the contract shall only apply upon written confirmation.

These terms and conditions of sale shall also apply to future transactions with the client.

In the case of continuing performance contracts, the amendment of the terms and conditions shall always be communicated to the client in writing, identifying the amended provisions which are assumed as agreed if the contract is continued by the client without termination within the established period.

In the context of this contract, the term “goods” is used to refer to all items to be provided to the client, including software, even if they are made available in a remote manner, for example through means of electronic transfer.

2. Tender documents, quote, approval, supplements.

Our offers are always binding. Offers presented to the buyer are considered accepted once they have been confirmed in writing or once a delivery has been made or a service has been provided.

We reserve the ownership and intellectual property rights to all the documents provided, in particular to storage media, documentation, images, designs and calculations. These may not be used for any purposes other than those specified in this contract, may not be made available to third parties and must be returned free of charge at the end of the contract or once the purpose of the use provided for in this contract has been fulfilled. This shall apply in particular to information and documents identified as “confidential”. We reserve the right to reclaim documents whose confidentiality is not being ensured at any time.

The client is obliged to check the accuracy and suitability of our offer thoroughly. This shall apply in particular to project offers based on agreements on which our calculation and description of the service was based. In the event that these agreements do not apply, the client should notify us so that we can amend the tender.

We also reserve the right to outsource work and services.

If a quote is generated at the client's request, the client shall be required to reimburse the costs taking into account the time invested.

3. Nature of goods or services.

Our goods are intended to be used exclusively by companies. The client must notify us accordingly if it intends to supply the goods acquired to a consumer or to a businessperson who, in turn, plans to supply the goods to other consumers.

The characteristic specifications contained in our means of public communication such as catalogues, leaflets, newsletters, advertisements, images, marketing material and price lists shall only be part of the nature of the goods if they form an integral part of the contract. Public communications from a third-party manufacturer or one of its employees shall be part of the nature of the goods if this has been contractually agreed or if they have been adopted by us, both formally and in writing, in public communications.

Up until delivery of the goods, we reserve the right to make standard technical modifications, particularly improvements, if these result in insignificant changes in the nature of the goods and provided the client is not adversely affected.

Comments regarding the nature or validity of goods or services provide no guarantee (insurance).

In the event that goods are created or altered on the client's instructions, we shall not be obliged to verify these instructions, unless agreed specifically in advance. The client shall not be entitled to claim for defects attributed to these instructions or to hardware or software used by the client and supplied by third parties.

4. Additional provisions on the nature of the software.

Unless contractually agreed otherwise, the object of this contract is standard software which has not been created to meet the individual needs of the client. The software supply contracts shall thus be considered purchase contracts. The parties agree that, in view of the current technical possibilities, it is not possible to develop error-free standard software for all application conditions.

Unless contractually agreed otherwise, the software shall be provided in the version indicated for the Microsoft Windows operating system (from Windows 95 onwards).

If the standard software derives from a third-party manufacturer, we shall provide the client with the manufacturer's original user documentation. We are not obliged to provide additional documentation. Upon request, the client may be granted access to original user documentation before signing the contract. In all other cases, the documentation shall be provided as an online aid together with the software. If the client is looking for additional written documentation, it may notify us of this before the contract is concluded. We shall prepare a quotation for the documentation accordingly.

If the object of supply is software, we are obliged to transmit the object code on a storage medium. There is no obligation to publish or disclose the source code.

In the event that we are obliged to install software, the client shall ensure that all hardware and configuration requirements have been fulfilled prior to installation, in particular connection to the IT network, including all cables and wires.

With regard to hardware supplied by us, the client must ensure that the hardware and software has been set up appropriately, ensuring that new hardware or software purchased by the client itself or a third party can be connected.

We are not obliged to set up suitable workstations, particularly as regards statutory employment regulations, and these shall not be controlled by us; this is a matter for the client.

During test operations and installation, the client shall ensure that competent and properly trained members of staff are on hand and, if necessary, set up other work with the equipment. The client shall also guarantee that all its data is secure prior to each installation.

5. Rights of use.

If the standard software is the object of supply by a third-party manufacturer, the conditions of use of the third-party manufacturer shall apply. The licence agreement shall be signed directly by the manufacturer and the client. We merely act as intermediaries. Upon request, these conditions of use shall be made available to the client before signing the contract.

Unless stipulated otherwise in the conditions of use mentioned in the previous paragraph, the following conditions of use shall apply.

The client shall be granted unlimited, non-exclusive authorisation to use the software. This authorisation is non-transferable. The client is not permitted to transfer the rights of use to third parties. If a network licence (multi-user licence) is not purchased, only use on a single computer is permitted. If the hardware is moved, the software should be removed from the hardware used up to that point. Recording, using or storing content on more than one hardware unit simultaneously is not permitted.

In the case of a network licence, this right of use shall apply to the agreed workstations belonging to the local network determined in the contract. The client undertakes to prevent use by third parties. Subsidiaries, companies, regional societies or institutions and independent organisations with a connection to the licensee are also considered third parties.

Unless stipulated otherwise, the licensee is not authorised to modify, edit, copy or reproduce the software or material provided.

Existing copyright information or registration characteristics, such as software registration numbers, may not be removed or modified.

Unless stipulated otherwise by the licence conditions in point 1, the resale, renting out for profit or lending of software and granting of independent use shall only be permitted within

the limits established by law and taking the following additional conditions into consideration:

The original storage media shall be transferred to the buyer or user

The name and address of the buyer or user shall be disclosed to us by the client

The buyer agrees with our terms and conditions of delivery and service provision and with the conditions of use of the third-party manufacturer whose standard software is integrated in the software, and

The client has deleted or disabled all copies and all software components from its system and from all external storage media, including backup copies, ensuring that there is no possibility of using the software and its components and that, if requested, this can be demonstrated to us.

In the event of a culpable breach of these provisions by the client, without prejudice to any other rights, we shall be entitled to claim compensation in the amount of EUR 20,000 for each case of infringement.

6. Prices, remuneration.

All existing prices are indicated in euros, exclusive of shipping, insurance and packaging costs, as well as VAT at the legal rate in force at the time of delivery, including the original packaging.

Unless specified otherwise in the order confirmation, our price lists or, alternatively, our standard prices shall apply.

When concluding a contract for a delivery period of more than six weeks or in situations of continuing performance contracts with a duration of more than six weeks, we are entitled, for an interim period, to request the price difference from the client in the case of increases in purchase or delivery costs and for the use of staff (remuneration and additional costs of remuneration).

If the contract is a service contract in which we are the service provider and the contractor terminates the contract in accordance with the law, we shall be owed a fixed fee of five per cent of the total remuneration agreed before we began to provide the services. We are, however, authorised to request an appropriate higher remuneration amount.

If, after signing the contract, it becomes apparent that the contract does not cover the acceptance of all of its parts (see B point 3), the client shall be obliged to reimburse any additional expenses as agreed in the contract or, alternatively, in accordance with our standard prices, if we do not submit a later offer.

7. Payment conditions, advance payment obligation.

Unless specified otherwise in the order confirmation or these terms and conditions, invoices shall be payable immediately and with no reduction in price. If a payment deadline has not been contractually agreed, the delay shall be determined in accordance with the law.

As a general rule, goods are delivered after advance payment, unless agreed otherwise. To put different payment arrangements in place, a written agreement to this effect must be produced. Contact our customer services team if you would like to do this.

If payment is being made by bank transfer, it is considered timely payment after confirmation of availability. The acceptance of cheques and bonds is only valid upon settlement of the payment amount after deduction of expenses. We are not obliged to present bonds and cheques on time.

We reserve the right to calculate payment in accordance with the oldest invoice, even if there are amortisations on the part of the client.

8. Right to compensation, right of retention, concession, partial payment.

The client is only entitled to compensation in the case of uncontested and legally defined claims. With regard to rights of retention, the client is only entitled to exercise these rights in the case of uncontested and legally defined claims in the context of the same legal situation.

Partial deliveries, partial payments and respective invoicing are permitted, provided they are not deemed unacceptable to the client.

9. Delivery, risk transfer.

All deliveries are considered to be made from the moment they leave our premises. We do not assume any liability for the cheapest form of shipping.

Regardless of the regulation of transportation costs, the risk of loss or damages in the delivery process is transferred to the person or company taking charge of transportation and to the client, even when the shipping is undertaken by us.

If the client so requests, delivery can be covered by transport insurance, the costs of which shall be borne by the client.

10. Booking delivery slots, delivery obstacles, delay in receipt.

Since we receive standard hardware and software from suppliers, our delivery obligation is dependent on the correct and timely delivery of goods from third parties.

Delivery obstacles that do not fall under our responsibility lead to an extension of the delivery deadline. This shall apply, in particular, to incomplete or outstanding deliveries (see point 1), reasons of force majeure, natural disasters, war, disruptions in transit or accidents, invalid

import, power outages and lack of raw materials, legal regulations and labour disputes, as well as the breach of duties and collaboration obligations on the part of the client. We reserve the right to terminate the contract if the obstacles to the performance of the service are of indefinite duration and the purpose of the contract is compromised. If the obstacle has a duration of more than two months, the client shall be entitled to rescind the part of the contract that has not yet been performed, if it is not entitled to terminate the contract in its entirety.

An extension to the term of the service shall also be put in place provided this is agreed by the parties or if a subsequent offer is made, after establishing acceptances in the offer that became part of the contract and were deemed not to have been accommodated.

Adherence to our delivery obligation is incumbent upon the timely and due fulfilment of the client's duties.

If the client does not receive the goods in time, and without prejudice to all other rights, we may set a further deadline after which we may dispose of the object and deliver the object to the client within a reasonable further period. In the event of a claim for loss or damages, we are entitled to claim compensation of ten per cent of the agreed price, excluding VAT and without justification, provided only minimal damage has been proven. We reserve the right to claim actual major damages.

11. Impairment of rights.

If, after the contract has been signed, it becomes apparent that our right to compensation has been compromised as a result of an inability on the part of the client, the client shall be obliged to make advanced payment, even if there is no advance payment obligation, if our contractual duty consists of a (current) non-deductible good to be supplied to the client in the form of performance, service provision or delivery.

If payment in instalments has been agreed, the entire remaining balance is payable in full or in part if the client is in arrears with at least two consecutive instalments. Agreements for extension shall not take effect if the client is in arrears with one instalment.

12. Reservation of ownership.

We reserve the right to reserve ownership of all the goods supplied by us until we have received all payments from the business relationship.

The client is obliged to take care of the goods. It is particularly obliged to protect the goods against fire, flooding, theft and vandalism, such that their value as new is covered. Necessary maintenance or inspection work must be carried out in good time by the client, which shall also bear the costs.

In the case of work or other procedures carried out by third parties, the client shall notify us immediately in writing so that we can take legal action in accordance with the law. If the third

party is unable to bear the judicial and extra-judicial costs of a claim in accordance with the law, the client shall take responsibility for the damage caused to us.

The client is authorised to resell the acquired item as part of a normal commercial transaction. However, it shall be required to immediately transfer to us the total balance of the final invoice amount, including VAT, generated with the resale to its client or a third party. In order to recover this balance, the client is also entitled to draw it down on concession, provided it has taken the necessary measures to ensure that the amounts received are transferred to us and the conditions of the provision on the impairment of rights do not apply. Our right to recover the credit ourselves thus remains unchanged. At our request, the client is obliged to provide and publish the information and documents necessary for enforcing the balance.

At the client's request, we undertake to release the securities due to us, provided the value of our securities exceeds the balance to be insured by more than 20 per cent. We are responsible for selecting the securities to be released.

13. Limit of liability: right to compensation for damages and losses, reimbursement of expenses in vain.

Limit of liability due to:

right to compensation or right to reimbursement of expenses due to breaches of duty or if the service has not been provided by us, if it has been provided unduly, due to delay or default, as well as non-contractual liability, are the client's rights for 1.1. Damages for injury to life, limb or health, based on a breach of duty at least negligently on our part or a deliberate or negligent breach of duty by our legal representative or subcontractor,

1.2. Other damages resulting from a minimally negligent breach of duty on our part or an at least negligent breach of duty by our legal representative, senior officer or colleague, or other damages resulting from a breach of contractual obligations (real duties), provided that the contractual obligations have been breached at least negligently by us or by our legal representative, senior employee or colleague,

1.3. Damages that fall within the scope of an insurance policy granted by us or a guarantee of supply or booking (Article 443 of the German Civil Code).

Limitation of liability for the amount 2.1. In the case of liability for simple negligence on our part or for the gross negligent behaviour of our colleagues, who are neither legal representatives nor executives, not excluded from the provisions of point 1, we shall only be liable for damages normally provided for at the time of signing the contract and for the reimbursement of unnecessary expenses, only up to the amount of the interest in the performance of the contract.

2.2. In the event of the loss or degradation of data, we shall only be responsible for the full costs of recovery if a suitable backup copy is available. This shall not apply in the case of minimally negligent behaviour by our legal representative or executive or when we have contractually undertaken to guarantee the security of the databases in question. In the event

that we have contractually undertaken to guarantee said security, we shall only assume responsibility within the limits specified in the previous point 2.1.

Liability for pre-contractual obligations and business contacts. The previous points 1 and 2 shall also apply to claims for compensation for damages submitted by the client which stem from the conclusion of continuing performance contracts, initiation of a contract or forging of similar business contacts. If a contract is concluded between us and the client, claims for compensation submitted by the client which are not warranted by the provisions of this contract shall be withdrawn.

Rights to transfer rights. Points 1 and 2 mentioned above shall also apply to transferred rights invoked by the client. The client may only invoke foreign law if the same law can also be based on the application of the previous provisions and these general terms and conditions.

Product liability law, insolvency, inability. The previous points 1 and 2 shall not apply to duties (replacement obligation on the part of the manufacturer), initial insolvency or inability to act.

Limit of liability vis-a-vis third parties. Whether our liability is excluded or limited in accordance with the above points, this shall also apply to the personal liability to our officers, employees, representatives and colleagues.

14. Rights of the client in the event of defects (defective goods and legal defects).

Investigation and censorship obligation. The client's rights regarding defective goods are subject to investigation and admonition in accordance with the law.

Defective used objects. With regard to defective goods, the client's rights shall not apply to the acquisition of used goods. This shall not apply to rights to compensation relating to the insurance provided by us.

Subsequent fulfilment. We reserve the right to have the opportunity to eliminate the defect using a method of our choosing, be it by making subsequent improvements or delivering new non-defective goods (subsequent fulfilment). In the event that mistakes are made when the defect is being repaired, the client may reduce the price or, if the defective object is not a construction object, terminate the contract. The client's right to be granted a replacement due to damages remains unchanged. However, our obligation to bear the costs necessary for replacement, particularly as regards transport, road, labour and material costs, is excluded if the expenses increase because the acquired object has to be transported to a location other than the recipient's head office or industrial premises after delivery, unless this is on account of the planned use of the object; the client's right to request reimbursement in the event of a complaint thus remains unaffected.

Defects with delivered hardware and software

Contrary to what is indicated in the previous point 3, when delivering standard hardware and software and using third parties for maintenance or replacement services, we may assign our rights to the client in the presence of our suppliers, the manufacturer and other third parties. Before invoking its right to subsequent fulfilment on our part, to compensation for repair costs

borne by the client, to compensation instead of performance or to termination or reduction of the counter-performance, the client must appeal to our supplier or manufacturer, if necessary by taking legal action, for compensation or compensation for repair costs borne by the client, unless this is not due to the client.

This shall also apply if the software or hardware has been adjusted, configured or modified according to the client's needs, unless the defect was caused by our intervention.

Client interventions. If the event of intervention in the goods by the client, particularly the encryption of programs not expressly permitted in the user manual or in other instruction manuals, the client shall have no right to the rectification of defective goods, unless it proves that this is not a result of its own intervention.

Limitation of claims in the case of defects which are not excluded from these provisions: 6.1. The statutory period of limitation shall apply to claims for defects and claims for improper handling.

6.2. All other claims of the client with regard to defects, in particular to subsequent fulfilment, reimbursement of expenses, reimbursement of expenses in the event of the client's own performance, waiver, reduction and reimbursement of expenses in vain shall expire within one year.

6.3. This shall also apply to claims relating to legal violations, with the exception of the following: claims relating to a defect comprising an effective right of a third party, whereby delivery of the purchased goods may be required, shall expire within five years

15. Participation of the client in the event of defects.

For any subsequent improvements, the client must provide us with the necessary information to determine and rectify the mistake and, in carrying out the subsequent improvement, must provide us with a trained and competent employee to contribute to the subsequent improvement either by remote data transfer or by telephone. In the case of a subsequent fulfilment on site, we shall be granted unrestricted access to the defective goods and, if necessary, to carry out work on the client's hardware or network.

The client is obliged to provide detailed and reproducible evidence of the specified hardware and software defect.

If the client invokes its right to subsequent fulfilment and it is established that this right is not justified (for example, due to a user error, improper handling of goods, absence of a defect), the client shall be required to reimburse all costs resulting from the testing of the goods and subsequent fulfilment, unless the costs do not have to be borne by the client.

In the event of system failure due to an error attributable to us, we shall recover the data from the last data recording made by the client before the failure occurred. The respective data shall be made available by the client in an electronically readable format.

The client shall notify us immediately if third party rights have been violated or if it is prevented from continuing to use the object.

16. Partial provision.

If we have only received a partial provision of standard hardware or software from a third party supplier, the client's interest in the partial provision shall not change, provided there is a subsequent fulfilment using our own resources. In the case of documentation, this subsequent fulfilment can be provided through a hotline service.

17. Right of return.

The client has no contractual right of return by default. Such a right shall only be valid if expressly granted by us in writing. Under no circumstances shall there be any entitlement to grant a right of return. The return of goods without prior contractual agreement of a right of return shall always be rejected. If we have granted you a right of return, it shall only apply to goods that have already been paid for. Goods produced, configured, adjusted, individually processed, purchased in promotional actions or sales, discontinued or to be discontinued or other items that differ from the current standard offer shall be excluded from any right of return. The right of return shall only apply until two weeks after receipt of the goods and can only be exercised upon timely return, which is considered the date of receipt at our premises,

for software: in its original, unopened packaging, including storage media and documentation;

for hardware: the devices delivered including accessories, documentation and complete original packaging, particularly new and undamaged.

Returns are made at the expense and under the responsibility of the client. In its own interest, the client shall select the safest means of transport and take out convenient and sufficient insurance. Partial returns of goods require special agreement.

18. Collaborative activities with the client.

In the event that our employees or colleagues are required on the client's premises, the client shall be required to provide the facilities and equipment at their own cost if we have not assumed these costs ourselves.

The client must take appropriate organisational measures to ensure that our employees' or colleagues' time is not taken up by the client's business.

The client has no authority over our employees or colleagues. The client's right of authority in the scope of employment or service contracts may only be exercised through a representative or other person with appointed rights of representation.

19. Acceptance.

If an acceptance is required in accordance with the contract or the law, the following provisions shall apply.

Should we so wish, partial acceptances may be made for parts of determinable services that can be performed independently of one another, or for parts of services for which new services are established, if the parts of services can be proven separately. If all parts of services are accepted, the last partial acceptance shall also be considered the final acceptance.

A partial or final acceptance shall be declared valid if, at the latest after provision of the service and a certain period of time, the client does not refuse to accept it with a written indication of the reasons for doing so, while respecting another period of time set by us in writing (acceptance by default).

If the delivery of standard hardware or software is among the services requiring acceptance, we are entitled to charge the client separately, independent of acceptance of the service.

20. Export.

The client is solely responsible for taking export regulations into account. We are not obliged to send goods to locations where export restrictions are in place. As an alternative, it shall fall to us to decide whether the client should collect the goods at our place of dispatch or indicate a different address.

21. Confidentiality.

Both parties are obliged to maintain the confidentiality of all commercial and industrial information received from the other party in the execution of the contract, as well as all non-public information about the other party.

22. Disqualification during negotiations.

The client's rights shall only be disqualified if this has been expressed in writing during the negotiation. The disqualification shall expire three months after the last written communication.

23. Place of performance, choice of law, language of contract, jurisdiction.

The place of performance for contracts with traders for both parties is the head office of our company.

These terms and conditions of sale and all legal relationships of the parties shall be subject to Portuguese Commercial Law. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

The language of the contract is Portuguese.

In the event that the client is a trader, a legal entity under public law or public property, the competent jurisdiction for the resolution of all disputes arising from the contractual relationship is the head office of our company. We do, however, have the right to lodge a complaint against the client in another legal jurisdiction. In the presence of all other clients, the competent court for the resolution of all disputes arising from the contract shall be our company's head office in cases where, after signing the contract, the other party transfers its domicile or habitual residence outside the national territory or if its domicile or habitual residence is unknown at the time of bringing the action to court.

The invalidity of the provisions in these terms and conditions or of any other provision agreed between the parties shall have not affect the validity of the other provisions of these terms and conditions of delivery and service or of other agreements. Instead of invalid provisions, the parties undertake to apply the valid provisions agreed that come closest to the purpose of the invalid provisions.