
General Terms and Conditions of Concat AG (GTC)

1. Scope of Conditions

1.1 These conditions are exclusively intended for application to business persons if the relevant contractual relationships refer to the operation of their trade, as well as for application to legal entities under public law or special funds under public law ("Customers").

1.2 All legal relations between the Customer and Concat AG, Berliner Ring 127–129, 64625 Bensheim ("Concat"), shall be based on these Terms and Conditions and other agreements that may possibly exist. At the latest upon acceptance of the goods or services, these conditions shall be considered to have been accepted. For further service offers provided by Concat beyond the following conditions, the respective separate conditions concluded to these contractual agreements shall apply for the scope of performance. This shall include project support, cloud services, Helpdesk, as well as maintenance and upkeep. If this should lead to ambiguities, the specific provisions of the corresponding service offers shall be given precedence.

1.3 The general terms and conditions of the customers shall not form a part of the contractual agreement, unless Concat has provided express prior approval to the applicability of these terms.

1.4 These terms and conditions in the respective version shall also apply for all future business relations, even if they are not explicitly stipulated once again.

1.5 Concat is authorised to amend the present terms and conditions should this become necessary due to circumstances that were not foreseeable upon conclusion of contract, and should these circumstances be outside of the sphere of influence of Concat, and if these circumstance were not initiated by Concat. The amendment is then possible in order to restore the status quo ante regarding the equivalence ratio between the contracting parties upon conclusion of the contractual agreement, under the proviso that essential regulatory contents of the contract (e.g. nature and scope of the contractually agreed performance, termination) will not be affected. Amendments to these GTC will also be possible should difficulties arise in the execution of the contractual agreement, which is caused by loopholes in these conditions, e.g. in that jurisprudence considers a clause to be void.

Customers will be informed in writing regarding amendments to the terms and conditions four weeks prior to their coming into force. In this case, the Customer will be entitled to a special right of cancellation. This requirement of the written form can also be adhered to in the form of transmission via telefax or e-mail. If the Customer does not terminate the contract within four weeks after receipt of the notification of change, the amendments shall be considered to have been accepted. The Customer will receive separate notification of this within the context of the notification of change.

2. Offer and Conclusion of Contract

2.1 Offers by Concat are non-binding and subject to confirmation. Orders and placing of orders on the part of the Customer shall only become binding upon receipt of a written confirmation of order by Concat, the content of which shall solely be decisive for the contractual relationship and the scope of delivery, respectively the scope of performance.

2.2 Catalogue information, drawings, illustrations, dimensions, weights or other performance specifications shall only be binding if these have been expressly agreed. We reserve the right to technical and design deviations to information stated in brochures, catalogues and written documents, as well as model, construction and material amendments that are considered reasonable for the customer within the context of technical advancements and the continued

development, yet without this leading to claims being derived against Concat as a result hereof. Concat can make construction and/or fitting/fixtures amendments to the products, to the extent that its overall performance is not affected by this. However, Concat is not obliged to make such amendments to already delivered products.

2.3 The requirement of the written form can also be satisfied with the transmission per telefax or e-mail. All risks, including possible deficits in delivery or evidence that result from the utilisation of these types of transmission shall be at the expense of the contractual party who expressly desired this form of transmission or which was first used within the context of the correspondence.

3. Delivery and Performance Conditions

3.1 A delivery date will be determined in accordance with the anticipated performance capability of Concat and is subject to the timely self-delivery and unforeseen circumstances and hindrances, regardless of whether these occur at Concat or with the manufacturer, in particular force majeure, governmental measures, refusal to be granted official permissions, strikes of any kind, sabotage, war, terror, shortage of raw materials, non-culpable delay in material deliveries. In the case of such events, the delivery date shall be extended accordingly, and this shall also apply even if these events occur when delivery is already overdue. In that case, any extension granted by the customer shall also be extended for the duration of the unforeseen event. Concat reserves the right to withdraw from the contract if, as a result of the aforementioned events, the delivery or performance is delayed by more than six weeks and this does not fall within the responsibility of Concat. In this event, Concat will inform the Customer without delay and any already realised counter-performances will be reimbursed.

3.2 Should Concat experience a delivery delay of more than four weeks, the Customer can withdraw from the contractual agreement, subject to the condition that it has first offered a written, adequate extension.

3.3 If delivery or execution is delayed, due to circumstances that are in the responsibility of the Customer, Concat can demand reimbursement of the damages arising from this, including additional expenditures.

3.4 Concat is entitled to reasonable partial deliveries and partial services.

3.5 As a fundamental principle, Concat provides services within the normal working hours on workdays between 08:00 and 17:00, not, however, during national holidays, unless this has been expressly agreed. Additional consultation services and other services outside of these hours will be provided with separate remuneration, due to separate commissioning.

4. Prices and Payment Conditions

4.1 All price quotations are net. The statutory sales tax is to be added. Additional deliveries and performances are calculated separately on the foundation of the Concat conditions that are applicable with the additional delivery, respectively the additional service provisions.

4.2 Net prices for the delivery of goods are quoted inclusive of normal packaging, plus shipping costs, to the extent that this is not expressly stated otherwise.

4.3 If service performances are agreed to outside of the offer for hardware products such as, for instance, assembly, system integration or service performances to hard- and software, like hardware maintenance or software support, these will be separately calculated in accordance with the current

service conditions of Concat at the time of service provision, unless expressly stipulated otherwise. To the extent that nothing to the contrary has been agreed, the costs for arrival as well as expenses will be charged in accordance with the actually incurred costs, upon presentation of evidence. Apart from that, the respective conditions shall apply for further service offers.

4.4 The Customer is only entitled to offsetting or retention if the counter-claims have been legally determined, are indisputable or contested but ready for adjudication.

4.5 The assignment of claims receivable of the Customer against Concat to third parties is only permissible with the approval of Concat.

5. Cooperation of the Customer

5.1 The responsibility for the selection of hard- and software, inclusive of the performance results desired by their deployment, is with the Customer.

5.2 The Customer shall provide the necessary spatial, technical and other installations and connection prerequisites until such time as the agreed delivery or performance deadlines arrive that will allow Concat to fulfill the written contract. This comprises, in particular, but not exclusively, the creation of a functionally effective data backup, before Concat starts with the contract performance, as well as after each process involving a change in the database during the contract fulfilment by Concat. In addition to this, where necessary, the Customer must prepare already existing configurations for the agreed upon work as well enable an operating condition that will allow the agreed upon work and make arrangements to avoid system crashes, respectively introduce measures to avoid the consequences that result as an effect of this. Without an express regulation, Concat is not obliged to connect the ordered products with devices and/or programmes of the Customer and to establish their functional capability. If, however, such performances are agreed upon, these shall be considered additional service performances.

5.3 Ordered or delivered goods can be subject to (re-)export restrictions, in particular in the USA or the UK. In this regard, the provided export restrictions are to be observed by the respective manufacturers toward the Customer. The Customer must also oblige his purchasers to pay attention to the aforementioned regulations. The Customer will provide Concat with all information and declarations that Concat requires for the fulfilment of its obligations in accordance with the national or international import, respectively export provisions.

6. Liability for Material Defects

6.1 As a general principle, the properties and operating conditions for the contract hardware and software are described in the performance specifications of the respective manufacturer or their technical releases and specifications. Concat itself does not assume any warranty within the meaning of the law, unless others expressly agreed.

6.2 After receipt of the ordered goods or after service provision, the Customer is required to inspect the ordered products or other performances of Concat immediately, at the latest, however, within two weeks after receipt of the goods or after acceptance of the service. This is to be done so as to ensure completeness and the absence of any defects. If prompt notification of a defect is omitted (deadline of two weeks), the goods, respectively the performance, shall be considered to have been properly and fully delivered, unless the defect is one that was not recognisable upon inspection. Following the expiry of the time limit, the assertion of the rights of warranty for recognisable defects shall be excluded. The Customer shall bear the full onus of proof for all eligibility requirements, in particular for the defect itself, regarding the time of establishing the defect

and the timely notification as regards the filing of a complaint pertaining to said defects.

6.3 In the event of a significant defect, Concat is afforded the choice of rectification or replacement. Parts that are exchanged so as to satisfy the supplementary performance shall become the property of Concat without compensation. If Concat should fail to rectify the reprimanded defects within a reasonable grace period that has been provided in writing, or if Concat should fail to remedy the defects despite two repair attempts, the Customer is entitled either to withdraw from the respective individual purchase contract for a device or to demand a reasonable reduction, or the payment of damages. The liability regulations of subsection 9 shall apply. However, in the event of a minor contravention of contract, in particular in the event of defects that are only considered minor, the Customer is not entitled to the right of withdrawal. Warranty rights expire in one year after receipt of the goods, unless a case of fraud exists or in the event of explicit assumption of warranty by Concat.

6.4 Should the Customer fail to comply with operating or maintenance instructions; if amendments are made to the products, parts are exchanged, consumable materials are used that do not comply with the original specifications; if additional devices have been installed that have not been authorised by Concat, or if repairs have been made by persons who have not been authorised by Concat, so any warranty shall become null and void, unless the Customer is successful at proving that the reprimanded defects are not attributable to the aforementioned.

6.5 Only the Customer, as the immediate contractual partner of Concat, is entitled to warranty rights and these rights are not assignable.

6.6 The sale of used products ensues to the exclusion of any materials defect liability, whatsoever.

7. Manufacturer's Warranty

7.1 Should the manufacturer of the goods forming the subject of this contractual agreement, provide a warranty – generally speaking a dependent warranty, then Concat will pass this warranty on to the Customer. The Customer shall be responsible for passing on to the manufacturer the thus required warranty cards or other comparable registration records in accordance with the respective manufacturer specifications. The scope of the warranty provided by the manufacturer, should one have been provided, is found in the performance description, where appropriate, in conjunction with the warranty card of the manufacturer.

7.2 In order to preserve the entitlement to warranty claims, the Customer shall take up contact with the manufacturer directly in the event of the occurrence of defects falling within the warranty. So as not to risk the entitlement to such claims, the Customer shall pay attention to the warranty terms of the manufacturer, in particular with regard to the intactness of the goods, reporting method and the like. As for the remainder, sub-section 6 shall apply.

8. Retention of Title and Assignment in Advance

8.1 Until satisfaction of all accounts receivable and all claims, including the settlement of all outstanding current account balances, held by Concat against the customer for any legal reason at the time of the conclusion of the contract between Concat and the Customer or in future, Concat shall be granted the following securities, which it shall release at its own discretion, provided their value sustainably exceeds the demands by more than twenty per cent.

8.2 Pursuant to the preceding prerequisites, the Goods shall remain the property of Concat. The

Customer shall be entitled to sell or process the reserved property within the scope of the proper course of business as long as the Customer is not in default. Pledging or collateral assignments are inadmissible. Already at the time of conclusion of the contract between Concat and the Customer, the Customer, as security, assigns to Concat, to the full extent, claims resulting from resale or another legal argument concerning the reserved product (e.g. insurance, prohibited action) with respect to all balance claims arising in the current account. The Customer is entitled and obliged to collect the assigned debts. In the event of payment default on the part of the Customer, Concat can recall the direct debit authorisation at any time and give the Customer's purchasers notification of the assignment and shall be entitled to repossess the goods or, where necessary, demand the assignment of the customer's claim for return against third parties.

8.3 In the event of access of third parties to the reserved property, in particular pledges, the Customer shall notify them that this is the property of Concat and notify Concat without delay so that it can assert its property rights. As far as the third party is not in a position to refund Concat the judicial or extrajudicial expenses of our prosecution that are incurred in this context, the Customer shall be liable for these expenses.

8.4 In the event of behavior on the part of the Customer that is contrary to agreement – in particular with regard to payment default – Concat is entitled to take back the reserved property or, if necessary, demand the Customer's surrender claims against third parties. The withdrawal as well as pledging of the goods subject to retention by Concat does not mean withdrawal from the contract.

8.5 The Customer is obliged to provide the necessary information for the collection of the claims and to hand out the documents required for this.

9. Liability

9.1 The liability of Concat for intent, gross negligence, quality warranty, or claims in accordance with the law on product liability, as well as injuries to life, body and health is aligned to the legal regulations.

9.2 In the event of slight negligence, Concat is only liable in the event of the breach of elementary contractual duties (so-called cardinal duties, i.e. such an obligation the fulfilment of which allows the proper execution of the contractual agreement in the first place and the compliance with which the contractual partners regularly rely on and may rely on). This total upper limit of liability for all damages incurred within the context of this contract amounts to 250,000.- euros. Concat is not liable for indirect damages or consequential damages (in particular missed earnings). The liability limitation as stipulated in this Paragraph 2 does not apply in the event of a liability on the part of Concat in accordance with Par 1.

9.3 In the event and for the duration of a case of force majeure, Concat will not be liable for provision of services. Considered acts of force majeure are, in particular, strike, war, natural catastrophes, lockout, delays or failure to deliver on the part of suppliers, to the extent that these are caused by an act of force majeure, official or judicial orders, assaults and attacks from the Internet as well as by users of the application itself (e. g. viruses, worms, "Denial of Service-Attacks", Trojan horses) that Concat also could not have averted with the due diligence, in accordance with the circumstances of the case.

9.4 The Customer is responsible for a regular backup of its data. In the event of a loss of data due to the fault of Concat, Concat will thus be exclusively liable for the costs for the duplication of the data of the safety copies to be created by the Customer and also for restoration of correctly backed-up, lost data.

9.5 The Customer bears the burden of proof that Concat is responsible for the loss of data. For software installations, test systems are to be provided by the Customer; if the Customer would desire an installation on a live / productive system, Concat will not be liable for failures, to the extent that these were not wilfully or grossly negligently caused by Concat.

10. Hardware Maintenance and Software Support

To the extent that this has been agreed upon, or should this be requested for use by the customer in any other manner, Concat will provide services for hardware and software maintenance exclusively in accordance with the applicable valid conditions for the provision of additional service offers.

11. Other Provisions

11.1 Exclusive place of jurisdiction for all disputes arising from this agreement shall be Frankfurt am Main. This agreement is exclusively subject to German legislation to the exclusion of the UN Convention on the International Sale of Goods (CISG).

11.2 Should a term of this agreement be or become void, this shall not have an effect on the validity of the remainder of this agreement. Instead, in place of the ineffective stipulation, the relevant applicable statutory provisions shall apply.

Concat AG, Bensheim, May 2015