

tetronik Remote Support

First-time order

Follow-up order

Ticket No.: _____



Silberbachstrasse 10
65232 Taunusstein-Wehen
Germany

Phone: +49 6128 963-0
Email: info@tetronik.com
Web: https://www.tetronik.com

Please send fax order to: +49 6128 963-447

Company name: _____

Area code: _____ City: _____ Street: _____

Contact Person:

First name: _____ Last name: _____

Phone: _____ Fax: _____

Email address: _____

Description of the problem:

_____ DAKS serial number

_____ Site of DAKS installation (end customer)

Order Item Numbers

Amount	Item No. TNK:...	Description	Price [€] excl. VAT
1	...TRS-TKT	Base Price: Per problem ticket, or base charge for on-call service plus n times item No. TRS-30, depending on the required support time	196.00
	...TRS-30	Per ½ hour support time <u>during tetronik service hours</u> (tetronik service hours = Mon thru Fri, from 9 a.m. until 5 p.m., not on official holidays in the state of Hesse/Germany)	84.00
	...TRS-30A	Per ½ hour support time or on-call service <u>on work days,</u> <u>from 6 a.m. until 9 a.m. and from 5 p.m. until 10 p.m.</u> (not on Saturdays)	110.00
	...TRS-30S	Per ½ hour support time or on-call service <u>on weekends,</u> <u>on holidays or at night, from 10 p.m. until 6 a.m.</u>	126.00

Order number: _____

Date: _____ Signature: _____

With your signature you accept the Sales and Delivery Conditions of the tetronik GmbH.

General Terms and Conditions of tetronik GmbH

(The following text is a translation from the German language original. In case of disputes the German language original of the General Terms and Conditions is applicable.)

1 Application of the General Terms and Conditions

1.1 Any and all of our deliveries and other services – in particular our services/support services and offers – are carried out exclusively on the basis of the below General Terms and Conditions (hereinafter: GTC), which shall also apply to all future business relationships, even in cases where this has not been expressly agreed upon again.

1.2 These General Terms and Conditions shall solely apply to entrepreneurs (hereinafter: "Customer") in the sense of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).

1.3 Any General Terms and Conditions deriving from the Customer shall not apply; we expressly object their integration and application.

1.4 If agreements have been reached in offers or order confirmations that differ from these GTC, the terms as effective at the time of the conclusion of the contract shall apply.

Part 1: General Provisions

2 Conclusion of a Contract

2.1 Our offers are non-binding and subject to change.

2.2 No contract is accomplished until our written confirmation of the conditions listed therein is made or the ordered goods are supplied.

3 Dates and Deadlines

3.1 The utmost planning care is exercised with regard to the time information for deliveries but this information is to remain non-binding. Binding agreements made on deadlines require written form and must also be expressly identified as such.

3.2 All periods for delivery, including all binding periods for delivery, are only complied with on condition that the Customer fulfills his cooperation obligations and any other contractual duties properly and in due time. The agreed deadlines are extended - without prejudice of the rights accruing to us from delayed acceptance by the Customer - at least by the period of time during which the Customer fails to comply with his obligations toward us.

3.3 Agreed deadlines are extended and dates are postponed in case of an unforeseeable temporary hindrance of service for which we are not responsible, for the period of time that the hindrance lasts.

3.4 A compensation (contractual penalty and/or damages) for a delayed delivery is excluded unless previously agreed in writing.

4 Prices

4.1 Our prices are quoted net and are ex works from Taunusstein (EXW); they exclude the costs for packaging and postage as well as, where applicable, the customs duty and the applicable rates of turnover tax valid on the date of the supply.

4.2 All prices include only the delivery without installation and commissioning.

4.3 The rates for installation, support, service and consulting services are determined on the basis of the hourly or daily rates in accordance with the price list valid at that time.

4.4 The Customer shall bear all transportation costs ex works at Taunusstein, including the cost of transport insurance. This also applies when we designate the carrier or freight forwarder, and when we deliver the goods to the Customer ourselves.

5 Terms of Payment

5.1 Payments are payable without deductions within 30 days from the date of invoice. No discounts are granted.

5.2 Without exception, all payments must be made by bank transfer to one of our accounts. Other methods of payment, especially checks or bills of exchange, will not be accepted.

5.3 Without the need of any warning, the Customer shall be regarded as fallen into arrears with payment if he fails to pay the due amount within 30 days after the due date.

5.4 The Customer shall also pay all additional money transfer costs that were caused by him.

5.5 Any and all bank charges, in particular charges arising in combination with export business, are at the expense of the Customer.

5.6 The Customer shall indemnify us for all and any cost incurred due to a non-redeemed check or non-redeemed or rejected debit note, unless the Customer and his vicarious agents or assistants can demonstrate that they have taken due care and the damage would have occurred despite such due diligence and care.

5.7 If a Customer defaults in payment, we shall be entitled to demand interest for default amounting to a rate of 8 % above the respective published basic rate of interest, starting with the date of the default.

5.8 The assertion of further claims resulting from arrears of the Customer, for whatever legal reason, remains unaffected.

5.9 If the Customer defaults in payment we can, irrespective of the dates of payment agreed upon, demand immediate payment of all outstanding claims and/or demand cash before delivery for all current agreements of delivery - also for all agreements of delivery for which no delay of payment are present.

6 Copyrights

We reserve all proprietary rights and copyrights to drawings, images and other material.

7 Software

7.1 To the extent that our range of services includes software, we grant the Customer a single, perpetual, non-sublicensable right that is, however, transferable to the Customer's customer (hereinafter: "end customer"), allowing him to use the software mentioned in the individual contract for his own internal business purposes and for the purposes as agreed in the individual contract.

7.2 If a Customer or an end Customer wishes to provide services within the framework of Managed Services, a separate license contract covering the same must be concluded and shall be invoiced separately.

7.3 The Customer's right of use shall be limited to the object code of the software. The Customer shall only be entitled to decompile or disassemble the object code, or to subject the object code to other measures of reverse engineering, in accordance with the conditions specified in Article 69e of the German Copyright Act (Gesetz über Urheberrecht und verwandte Schutzrechte, UrHG). The Customer may not adjust or modify the software, or amend the software in any other way.

7.4 The user may make copies of the software given by us only for data backup purposes.

7.5 The use of software on more than one device requires a separate written agreement unless such use is expressly permitted in accordance with the software's intended use.

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7.6 In case of violation of the provisions mentioned in item 7, the Customer shall be liable to the full amount of the ensuing damages.

8 Liability

8.1 We assume unlimited liability for culpably caused personal injuries.

8.2 We assume liability for other damages caused by us, our legal representatives, employees or executing aides as a result of willful intent or gross negligence. We also assume liability for every breach of essential contractual duties due to ordinary negligence whose fulfillment constitutes a condition sine qua non and on the observance of which the Customer regularly relies and may rely („cardinal duties“), or for the breach of warranty assumed by us under the contract, but in such cases limited to those damages that are foreseeable and typical for the contract.

8.3 The liability for indirect damages, e.g. for additional expenditure, profits which were lost or other pecuniary losses caused by imperfect delivery or service, is excluded thereof unless the damages were caused by willful intent or gross negligence, or we have expressly assumed a corresponding warranty.

8.4 The liability for a loss of data is limited to the typical recovery expense that would have been incurred in case of a regular and risk-adequate creation of backup copies by the Customer.

8.5 All further liability is excluded. Liability according to mandatory statutory regulations (e.g. product liability law) remains unaffected.

9 Data protection

9.1 The Customer agrees that his personal data acquired within the scope of our business relationship is stored in our EDP system and automatically processed.

9.2 The processing of personal data is performed exclusively by observance of the regulations of the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG).

10 Force Majeure

10.1 In cases of force majeure, we are released from our obligation to perform as long as the hindrance to performance lasts. Cases of force majeure are all circumstances and events out of control of the contractual parties that are unforeseeable and serious, that are not the fault of the contracting parties and that arise after the making of the agreement, for example but not limited to: natural disasters, blockades, war and other military conflicts, mobilization, civil unrest, terror attacks, strikes in third companies, interruption of power supply, confiscation, embargo, authoritative measures, denial of export, import or transit permits, national measures to limit trade traffic, measures of airport and port operators, and similar circumstances beyond our control for which we are not responsible.

10.2 In the event of force majeure, we are entitled to withdraw in full or in part from the contract in our own absolute discretion.

10.3 Should an event of force majeure last for longer than three months, the Customer shall be entitled, after granting a reasonable grace period which shall be no less than two weeks, to withdraw in full or in part from the contract.

11 Other Provisions

11.1 Verbal subsidiary agreements, assurances, cancellation of contracts or agreements and any modification of this GTC require our written consent to be valid.

11.2 The assertion of rights of retention and any offsetting against counterclaims of the Customer, that have not been

accepted by us in writing, are excluded unless the counterclaims have been recognized by declaratory judgement.

11.3 All agreements between the contracting parties shall be governed exclusively by the law of the Federal Republic of Germany under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, CISG.

11.4 The place of jurisdiction for all legal disputes arising out of or in connection with our performances shall be Bad Schwalbach, Germany.

Part 2: Special Provisions for Purchase

12 Scope

The Special Provisions for Purchase apply to any and all contracts that concern, either in part or in their entirety, contracts of sale. Where deviations from the General Provisions are observed, the Special Provisions for Purchase take precedence over the General Provisions.

13 Delivery

13.1 The type and scope of the delivery is determined in accordance with our written order confirmation.

13.2 Any drawings, illustrations, dimensions and/or other information on the performance are only considered binding if this is expressly confirmed by us in writing.

14 Passing of Risk

14.1 Unless a different agreement has been made in writing in an individual case, the services owed constitute obligations to dispatch what is owed. The risk shall pass on to the Customer as soon as the shipment is handed over to the carrier or freight forwarder.

14.2 We reserve the right to deliver at our own discretion. When delivered by us, the risk passes on to the Customer as soon as the goods are unloaded from the transport vehicle.

14.3 On condition a specific separate and written agreement is made, the Customer is entitled to collect the goods himself from our works at Taunusstein, or have the goods collected by a commissioned third person or body. In this case, the risk passes on to the authorized collecting person or body upon the handing over of the goods.

14.4 The aforementioned provisions regarding the passage of risk shall equally apply in cases in which we exceptionally assume the cost of shipment.

15 Default of Acceptance

15.1 In case the Customer, after the expiry of a reasonable period of grace granted to him, refuses to accept the goods or declares his non-willingness to accept the goods, we shall be entitled to withdraw from the contract and demand compensation for the loss incurred to us against proof. We are also entitled to demand compensation in the amount of a lump sum of 25% of the agreed remuneration (purchase price/payment). The Customer shall be entitled to provide evidence that we have not suffered any losses or that the losses were lower.

15.2 If the Customer is in default of acceptance, the risk shall transfer to the Customer at that point at which he falls into default.

16 Retention of Title

16.1 All deliveries are made subject to reservation of title. We reserve the right of ownership of the product for all our deliveries until full payment of all our claims from the business rela-

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tionship, including full payment of all our accessory claims, has been made.

16.2 As long as he is not in arrears, the Customer shall have the right to process and to sell the goods subject to retention within the scope of ordinary and proper business practices. By signing this contract, the Customer by way of security herewith surrenders in their entirety all claims arising from the onward sale of the goods subject to retention or from any other legal title with respect to these goods; we herewith accept such assignment. We authorize the Customer to collect, for our invoice(s), the claims assigned to us, in his own name.

16.3 The Customer may not pawn or assign by way of surety the goods to which we retain title.

16.4 If the Customer falls into arrears with his payment, we are entitled - after unsuccessful expiration of a reasonable term set for the Customer - to cancel the contract and consequently to take back the goods subject to retention. In this case the Customer is obliged to surrender the goods subject to retention.

16.5 If we, after the transfer of ownership, replace items in order to implement an order of the Customer or to remedy a defect in materials, the title to the returned goods shall transfer to us upon replacement and the title to the goods supplied in replacement shall transfer to the Customer. The claim under item 16.1 shall remain unaffected.

17 Warranty for Hardware

17.1 We provide warranty exclusively within the framework of the below provisions. Further warranties require a separate written declaration.

17.2 We warrant for a period of 12 months from the passing of the risk that the delivered goods are free from defects which reverse or significantly decrease the value or the goods' suitability with regard to their usual use.

17.3 If a good delivered by us is faulty, we shall first have the right of rectification, in particular the right to correct the fault or to deliver a fault-free replacement. We may, at our choice, carry out the rectification via remote maintenance, on the Customer site or on our site at Taunusstein.

17.4 If the subsequent performance should fail within a period of time of reasonable length, the Customer shall be entitled to demand, at his own discretion, either a reduction of the purchase price or to terminate the contract.

17.5 In cases in which we contractually owe the installation of devices, we assume warranty for their proper installation.

17.6 Deviations from a property which the Customer may expect following public statements made by us, our subsidiaries or third parties, especially in brochures, publicity material, advertising product descriptions, or from similar statements on certain properties, shall only constitute a material defect if the property is also explicitly stated in the latest version of the respective documentation or specifications delivered by us, or if the property was otherwise explicitly agreed upon in the contract.

17.7 The Customer is obliged to report to us in writing any obvious defects within a period not exceeding 14 days after passing of the risk, and any concealed defects immediately following their discovery. Dispatch of the complaint within this deadline shall be deemed sufficient for compliance with the deadline.

17.8 We do not warrant for any parts that are subject to wear and tear, nor for any damages that result from the incorrect installation or operation, from the use for a purpose for which the goods were not intended, from any extraordinary working conditions or external impact, nor for any damages that result from improvement or maintenance work that was not explicitly authorized by us.

17.9 We reserve the right to refuse to accept returned devices:

- if we were not informed of the reason for the return prior to the return and, as a result, were not given the opportunity to verify a claimed defect or damage prior to the return;
- if the returned devices are not sent back in their original packaging or in an equivalent packaging that is suitable for a safe transportation.

17.10 We assume no liability for any data on devices that are returned for repair.

17.11 The warranty is excluded for used goods and demonstration units.

17.12 Warranty claims may be transferred from the Customer to the end customer.

17.13 The Customer is obliged to pay for any rectification of faults or defects according to the actual work performed, provided it is not a fault or defect that we are obliged to rectify under the warranty. If an inspection of a device requested by the Customer demonstrates that no defect could be found, the Customer shall bear all costs for the futile troubleshooting, if he could have recognized the functional capability of the device with a reasonable amount of care and attention.

18 Warranty for Software

18.1 Our services within the framework of a sale can also include the use of software that was made available by us. In this context, the following provisions regarding warranty for such software apply in addition to and deviating from item 17. Further warranties require a separate written declaration.

18.2 The Customer is aware of the fact that the software can contain programming errors. Therefore, we do not warrant that the operation of the software that is made available by us will be error free or uninterrupted. Software shall be deemed free from material defects if it operates in the operating environment, for which it is intended, as described in the respective latest documentation on the software delivered by us or, in the case of customized or individual software, as described in the specifications delivered by us, provided the software is used as stipulated in the contract or as intended.

18.3 We assume no warranty for:

- malfunctions and errors that were caused because the software was not used according to contract;
- failures resulting from any intentional interferences by third parties (e.g. viruses);
- incompatibility with third-party software which we expressly rejected.

18.4 Lack of express rejection of software on our part shall not be deemed to imply that we acknowledge the software as being compatible, but only that compatibility problems or hindrances are not positively known to us. In particular, silence on our part cannot be interpreted as assurance or consent.

18.5 In case software developed by third-parties (third-party software) is used within the framework of our services, the Customer shall be entitled to claims with regard to the third-party software only to the extent that we are entitled to a claim against the licensor under the respective license agreement concerning the third-party software. We assume no additional warranty or liability for third-party software and, upon request of the Customer, assign to the Customer our claims against the licensor, provided this is not excluded by the contract between us and the licensor.

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Part 3: Special Provisions for Project Business

19 Scope

These Special Provisions for Project Business apply to all contracts that concern, either in part or in their entirety, contracts of work. In the event of discrepancies between these Special Provisions and the General Provisions, these Special Provisions shall take precedence over the General Provisions.

20 Acceptance

20.1 The individual contract may include special regulations for the acceptance, in particular acceptance procedures and/or criteria used to determine the compliance with the agreed specifications.

20.2 In case of acceptance, the Customer shall be obliged, after the services are rendered in accordance with the terms of the contract and on receipt of a written notification by us on the contractual provision of the services, to check for the purpose of acceptance and within a period of two (2) weeks, if the rendered services are free from defects. We are entitled to attend the acceptance test.

20.3 The Customer must:

- if the services are free from defect, immediately provide written declaration stating the acceptance of said services;
- if the services bear only insignificant defects, immediately provide written declaration of the acceptance and state said defects on the acceptance declaration;
- give immediate written notification of defects of the services on the basis of which he has the right to refuse acceptance of the service.

20.4 The Customer shall also be deemed to have accepted our services if he, although the services are ready for acceptance, fails to accept the services within a period of two (2) weeks after receipt of the written notification of the service provision in keeping with item 20.2, or if he uses the services within the productive operations.

20.5 If the Customer reports defects on the acceptance declaration or if he refuses acceptance because of defects, he shall be obliged to inform us, in writing and at the same time, of the defects and to describe the defects in as detailed a manner as possible, provided he possesses the know-how that is required to describe the defects in detail. If the Customer does not possess the necessary know-how to provide a technical description of the defects, he shall describe the effects that the defects have on the functionality.

21 Deviating Terms of Payment

21.1 Customized or special developments and designs produced within the framework of a project agreement are – in derogation from item 5.1 – calculated in keeping with the following payment schedule:

- 50% of the order sum upon receiving of the order confirmation;
- 40% of the order sum upon operational readiness;
- 10% of the order sum following acceptance;
- employment of staff immediately (based on time and effort).

Part 4: Special Provisions for Servicing, Support and Human Services

22 Scope

The Special Provisions for Servicing, Support and Human Services apply to any and all contracts that concern, either in part or in their entirety, contracts of service. In the event of discrepancies between these Special Provisions and the General Provisions, these Special Provisions shall take precedence over the General Provisions.

23 Support and Services

23.1 Support and services are rendered within the framework of service contracts in accordance with Section 611 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).

23.2 Support and services are always subject to payment unless they are provided within the scope of the statutory warranty.

24 2nd and 3rd Level Support

24.1 Support and services provided within the 2nd/3rd Level Support are also provided for end customers. This also applies to end customers who purchased an Original Equipment Manufacturer device (OEM device) manufactured by us from a third party.

24.2 The receipt of services within the 2nd/3rd Level Support requires the conclusion of a corresponding service agreement. If we provide services within the 2nd/3rd Level Support without the conclusion of a service contract, we are entitled, at our option, to refuse to perform any services, or to invoice the service based on the time and effort involved in accordance with our current price list.

Taunusstein, on the 15th July 2013

