

## General Terms and Conditions for the Distribution of Software Products

### § 1 Object of contract

LemnaTec GmbH (hereinafter referred to as LemnaTec) shall permanently provide the customer a standard software product or several different standard software products within the framework of the software licence agreement concluded with the customer (hereinafter: the software) and shall grant the customer the rights of use to the software as described in these General Business Terms. If software is sold by LemnaTec together with software of other producers (third party software) the respective General Business Terms (licence conditions) of the other producer shall apply to the granting of rights of use to the third party software in addition to these General Business Terms. LemnaTec explicitly refers to these licence conditions of the other producer in the respective product specifications.

### § 2 General information/scope

(1) The General Business Terms shall apply to all current, and as a Framework Agreement, also to all future business relationships between LemnaTec as software producer and the customer, which permanently acquires the software of LemnaTec, without LemnaTec having to refer the customer to the General Business Terms again in each individual case.

(2) The offers and declarations of acceptance, all services and deliveries shall be carried out exclusively based on the General Business Terms stated below in their respective most recent version. These General Business Terms are freely available in the Internet under [www.LemnaTec.com](http://www.LemnaTec.com) at all times and can be saved and printed out by the customer in any reproducible form.

(3) The Terms of Purchase of the customer are hereby explicitly objected to. Deviating, contradictory or supplementary General Business Terms of the customer shall, even if LemnaTec is aware of such terms, not become part of the contract unless LemnaTec explicitly agrees to their validity in writing upon conclusion of the contract. This requirement for a confirmation shall also apply if LemnaTec carries out the delivery to the customer without reservation in the knowledge of contradictory or deviating General Business Terms of the customer. The consent granted in writing upon conclusion of the contract shall respectively only apply to the individual case regulated therein.

(4) The General Business Terms of LemnaTec shall only apply if the customer is an entrepreneur (Section 14 BGB [German Civil Code]), a legal entity under public law or special fund under public law.

### § 3 Scope of services and obligations of the customer

(1) The hardware and software environment, within which the software is to be used, can be derived as well as the types of licences offered with regard to the respective software of LemnaTec – e.g. Basic-Licence, User-Licence, Project-Licence, Basic-Upgrade-Licence,

User-Upgrade-Licence or Project-Upgrade-Licence – from the product description of LemnaTec. (2) LemnaTec will hand over a copy of the software to the customer as well as a version of the associated user documentation or enables the customer to download the software together with user documentation in a printable form. (3) A guarantee is only granted if it has explicitly been described as such and was declared in writing by the management of LemnaTec. The condition of the software and the third party software that is possibly to be delivered can be derived from the respective product specifications of LemnaTec, applicable at the time when the contract is concluded other details such as technical data, descriptions, diagrams and drawings, measurement and weight details – also if these refer to standards – are subject to regular changes. These details shall only obligate LemnaTec if they were confirmed as binding by LemnaTec in advance

(4) Subject to deviating regulations, which the parties have agreed upon in the contract, the following services are not an object of contract

- Installation and configuration services,
- Training,
- the support by LemnaTec, which is granted with the analysis and remedy of interferences, which were suffered due to improper handling or by other circumstances which are not due to the software. All of these services are invoiced separately by LemnaTec based on the respective valid list prices for such services.

(5) The customer is responsible for the selection of the software for applications of the customer and the tests for the suitability of the software for certain purposes as well as the data backup. The use of the software as well as the selection and use of the data can only be carried out by specialist trained personnel. LemnaTec-Software serves as assistance and does not take any decisions away from the user. In case of doubt the specialist advice of LemnaTec is additionally to be obtained.

(6) The customer shall take reasonable precautionary measures for the event the software does not work properly in full or in part.

### § 4 Conclusion of contract

(1) Offers of LemnaTec are without obligation. The offers of LemnaTec represent a non-binding request to the customer to order goods from LemnaTec.

(2) If the order placed by the customer is to be qualified as an offer according to Section 145 BGB LemnaTec can accept this within 4 weeks insofar as not otherwise derived from the customer's order.

(3) The acceptance can either be declared in writing by the order confirmation (also by fax and e-mail) of LemnaTec or by delivery of the software to the customer. In this case the customer will also receive a written order confirmation. Insofar as no other written agree-

ments exist the written order confirmation of LemnaTec shall contain the services owed as per contract.

(4) There are no oral collateral agreements upon conclusion of the contract. Individual agreements explicitly reached by the customer with LemnaTec in an individual case (including collateral agreements, supplements and changes to these General Business Terms) shall – if they were reached after conclusion of the contract – in any case have precedence over these General Business Terms. A written contract or – if such does not exist – LemnaTec's written confirmation to the customer is decisive for the content of such individual agreements.

(5) The right is reserved to make changes to the software within the scope of that which is deemed reasonable for the customer.

(6) LemnaTec can accept the binding offer of the customer subject to an agreement with the customer to the contrary up to 7 days after receipt by LemnaTec by means of sending an order confirmation. The contract with the customer will only be concluded with the receipt of the order confirmation by the customer. The contractual text will not be stored by LemnaTec. According to this the purchase price for the software will be invoiced to the customer. LemnaTec will enclose the activation code / licence key with this invoice. This is to be used by the customer during the installation process,

(7) After receipt of the licence key the customer is entitled to use the software as described in these General Business Terms. This licence to the software is however granted subject to a condition subsequent. The licence for the software will end if the customer has not paid the purchase price within 30 days after receipt of the invoice at the customer, insofar as the customer is not entitled to withhold the payment. Each further use of the full version of the software shall accordingly be deemed equivalent to an infringement of copyright, with the consequence that LemnaTec can request from the customer in any case that it refrains from the use, the deletion of the software and possibly made copies and can request damages.

### § 5 Licence and property rights

(1) With regard to the design of the licensing of the rights to the software during the acquisition process reference is initially made to Subclause 4.7 these General Business Terms.

(2) Insofar as the customer is not explicitly granted rights in these General Business Terms, LemnaTec or a producer of third party software shall be exclusively entitled to all rights to the software and all copies made by the customer – in particular the copyright, the right to or in connection with inventions, data, samples, models, blueprints and know-how as well as other technical property rights. This shall also apply to possible editing of the software by the customer. The ownership of the customer to the data carriers respectively