

General Terms and Conditions of All for One Steeb AG for SAP-related Deliverables and Services

Section 1 Supplementary performance in the event of defects in the SAP project

1. The customer shall provide immediate written notification of any defects determined after each partial acceptance. Claims for supplementary performance may only be asserted if the customer provides written notification of defects within 2 weeks at the latest of the partial acceptance.
2. If a defect becomes apparent during acceptance or partial acceptance of the service provided by All for One Steeb AG, All for One Steeb AG shall either provide improvement or replacement at its own discretion, unless All for One Steeb AG has explicitly agreed other product-specific conditions. If the delivery item consists of software, instructions on how to work around the software defect shall be regarded as sufficient subsequent improvement where the customer may be reasonably expected to accept such workaround. Title to replaced delivery items or parts shall pass to All for One Steeb AG.
3. If subsequent improvement fails, the steering committee shall resolve on the required measures. If the steering committee fails to agree on measures, the customer shall grant All for One Steeb AG a further period of grace of at least 12 working days within which to remedy the defect. The customer's written request for subsequent improvement shall specify which of the following rights the customer intends to assert should subsequent improvement fail.
If subsequent improvement proves to be ultimately unsuccessful, the customer shall be entitled – subject to statutory requirements – to reduce payment made, thereby explicitly waiving a right to withdraw.
If a steering committee has not been contractually agreed, the company management of the contracting parties shall act in lieu of such steering committee.
4. The warranty period is 1 year beginning on the date of the last partial acceptance.
5. If the customer protests a defect which cannot be identified, the customer shall pay the costs of the inspection.
6. In the event of proven defects in title, All for One Steeb AG shall provide supplementary performance by providing the customer with legally watertight rights to use the supplied software or, at its discretion, shall provide exchanged or modified equivalent software. The customer shall accept a new software release provided that the contractual range of functions is retained and acceptance of such release does not entail unreasonable modification and changeover problems.

Section 2 Liability

1. All for One Steeb AG shall be liable under the Product Liability Act (*Produkthaftungsgesetz*) for intent or gross negligence and under statutory regulations in the event of failure to meet guarantees. This shall also apply to liability for damages resulting in

injury to life, limb or health as a result of negligent breach of duty by All for One Steeb AG or an intentional or negligent breach of duty by a legal representative or agent in performance of All for One Steeb AG.

2. In the event of a culpable breach of contract, liability shall be limited to contract-typical and reasonably foreseeable damages. The contracting parties limit such contract-typical and reasonably foreseeable damages to a maximum of 100,000 euros. This maximum amount shall also apply even if several defects result in liability for damages.
3. All for One Steeb AG shall only be liable for restoring lost data if the customer has ensured that such data can be reconstructed from machine-readable data material at reasonable cost.
4. All for One Steeb AG disclaims all other liability including but not limited to liability for business stoppages, lost profits, loss of information and data.
5. Claims for damages and for compensation for abortive expenditure shall be statute barred within one year, beginning with the last partial acceptance.

Section 3 Manufacturer guarantees

If All for One Steeb AG is not the manufacturer of a delivery item and if the manufacturer offers the customer warranty or liability over and above supplementary performance, All for One Steeb AG shall inform the customer accordingly and provide the customer with the warranty documents on request. All for One Steeb AG shall be not be responsible for the manufacturer's compliance with the warranty services. The customer shall assert such claims against the manufacturer and shall not thereby involve All for One Steeb AG.

Section 4 Rights of use to deliverables

1. All for One Steeb AG shall hold exclusive rights to the deliverables, including to the outcome of consulting work undertaken for the customer including in those instances in which the deliverables are the result of stipulations or input provided by the customer or the customer's employees. This shall apply in particular to copyright, rights to inventions and technical intellectual property rights.
2. Unless otherwise agreed in writing the customer shall enjoy a simple right to use the deliverables for his own purposes. The customer shall have the same rights to modifications or additions to standard software manufactured and supplied by All for One Steeb AG as to the standard software itself.

Section 5 Data privacy

Under Section 5 of the *BDSG* All for One Steeb AG employees are absolutely required to comply with the German Data Protection

Act (*Bundesdatenschutzgesetz*) and are informed on an annual basis about the same. Services for which personal data is processed are subject to the provisions for order data processing attached with the individual contracts.

Section 6 Due date for remuneration

1. Services provided by All for One Steeb AG shall be settled retroactively on a monthly basis in accordance with the volume of hours worked. Remuneration shall be due payable net after the invoice has been received by the customer.
2. The license for the SAP software shall be due following installation. Software maintenance fees shall be invoiced on a quarterly basis in advance.
3. If the customer defaults on settlement of the due payable, the payable amount shall attract interest of at least 8% points above the base rate (Section 247 of the German Civil Code, *BGB*). The interest on arrears shall be higher if All for One Steeb AG is charged a higher interest rate.
4. The customer shall only be entitled to offset undisputed or legally enforceable claims against price or remuneration claims of All for One Steeb AG. If the customer is a commercial entity, he may only use his right of retention in cases of undisputed or legally binding *res judicata* claims.
5. Statutory value-added tax shall be payable on all prices and daily rates referred to.

Section 7 Final provisions

1. Subsidiary agreements, modifications or additions to all agreements shall only be valid if made in writing. This requirement for written form may only be overruled by written agreement.
2. The legal venue for disputes arising from the agreement shall be Stuttgart.
3. The contracting parties agree the registered office of All for One Steeb AG as the place of performance.
4. The contractual relationships between the contracting parties shall be subject to the law of the Federal Republic of Germany. The application of the Vienna UNCITRAL Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.
5. If the agreement concluded on the basis of these conditions contains a loophole or a provision is or should become partially or wholly ineffective, the agreement shall remain otherwise effective.

In such cases the contracting parties shall agree a provision which corresponds as closely as possible to the ineffective provision.