

## Terms & Conditions

1. **APPLICABLE CONDITIONS** Unless otherwise agreed in writing, goods are supplied only on these Conditions, and no variation or addition thereto shall have effect unless it is stated in writing. The giving by the Purchaser of any delivery instructions for the goods or any part therefore, or the acceptance by the Purchaser of delivery of the goods or any part therefor (or any conduct by the Purchaser in confirmation of the transaction set out on the face herefor after receipt by the Purchaser of this document) shall constitute unqualified acceptance by the Purchaser of these conditions. Nothing in these Conditions shall effect any right of the Seller against or in connection with the goods.

2. **PRICES** All prices published by the Seller or quoted by his Representatives may be changed at any time without notice. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions which are not part of the original price quotation. Prices are exclusive of all taxes imposed by any government authority, all of which taxes shall be paid by the Purchaser. The Purchaser is responsible for obtaining and providing to the Seller any certificate of exemption or similar document required to exempt any sale from sales, use or similar tax liability. All prices shall be as specified by the Seller or, if no price has been specified, shall be the Seller's price in effect at the time of delivery.

3. **TERMS OF PAYMENT** Unless otherwise expressly stated in writing, terms are net cash 7 days from the date of readiness to despatch. The Seller reserves the right at any time to require full or partial payment in advance, or to revoke any credit previously extended, if, in his judgement, the Purchaser's financial condition does not warrant proceeding on the terms specified. Overdue payments shall be subject to finance charges commencing on the 7th day after the date of shipment. Such finance charges shall be computed at 2% above base rate published by Raiffeisenlandesbank Tirol AG Innsbruck, per month. Amounts owed by the Purchaser with respect to which there is no dispute shall be paid without set-off for any amounts which the Purchaser may claim are owed by the Seller and regardless of any other controversies which may exist.

4. **PASSING OF PROPERTY** The passing in the products shall remain in the Seller until the payment of the total price is made. If payment of the total price is not made on the due date, the Seller may require the products to be returned to him and if this requirement is not immediately complied with, he will have the right (with or without prior notice) at any time to retake possession of the whole or any parts of the products (and for that purpose to go upon any premises occupied by the Purchaser and sever the goods from anything they are attached to without being responsible for any damaged caused) without prejudice to any of his other remedies.

5. **DELIVERY** The Purchaser is obliged to accept the goods if it is delivered on the day mentioned on the purchase order. The Purchaser shall be liable for all damages caused by unwarranted refusal of receipt of goods. Unless otherwise specified, all sales are ex-works the Seller's premises as defined in INCOTERMS 2000 or later editions unless otherwise agreed, and the time of delivery shall be the time when the product is ready for pickup at the location by the Purchaser or by a carrier for delivery to

the Purchaser. Without in any way limiting the generality of paragraph 10, the Seller will not be liable for loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond his control, including, but not limited to, acts of nature, unavailability of supplies or sources of wars, riots, fires, floods, energy epidemics, and strikes, delays in delivery by the Sellers suppliers, or acts or omissions of the Purchaser. In the event of delay due to any such cause, time for delivery shall be extended for a period equal to the duration of the delay and Purchaser shall not be entitled to refuse delivery or otherwise be relieved of any obligation as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for a period in excess of 7 days, the Seller may at his opinion, by written notice to the Purchaser, cancel that and all future deliveries, without further liability of obligation of any kind. Products on which delivery is delayed due to any cause within the Purchaser's control may be placed in storage by us at the Purchaser's risk and for its account. The Purchaser shall be liable for all costs and expenses incurred by the Seller in holding or storing products for the Purchaser or at the Purchaser's request. If not otherwise agreed, the transfer of perils shall occur when in the moment the goods are delivered by the Seller to the shipper.

6. SHIPMENT Unless specific instruction to the contrary are supplied by the Purchaser, methods and routes of shipment will be selected by the Seller but the Seller will not assume any liability in connection with shipment nor constitute any carrier as his agent. All shipments will be insured at the Purchaser's expense and made at the Purchaser's risk, and the Purchaser shall be responsible for making all claims with carriers, insurers, warehousemen and others for mis-delivery, non-delivery, loss, damage or delay. The Seller shall not be liable for the risk of an underinsured warehouse or shipper and the damages caused therefore.

7. SECURITY INTEREST The Seller reserves and the Purchaser grants to us a security interest in all products sold and all proceeds to secure the full payment and performance by the Purchaser of its liabilities and obligations to the Seller. The Purchaser acknowledges that this document or copies of this document may be filled with the appropriate authorities as a financial statement and agrees to execute and deliver such other documents as the Seller may request in order to perfect his security interest.

8. CANCELLATION Orders which have been accepted cannot be cancelled by the Purchaser without the written consent of the Seller. The Seller shall not be liable for any incidental or consequential damages. In the event of the Purchaser or any representative or the Purchaser altering or modifying the goods without the Seller's prior written consent and any other claims are asserted against the Seller by such alteration or modification. Purchaser shall defend, indemnify and hold the Seller harmless against any and all damages. Liabilities, expenses and costs in connection therewith or resulting there from.

9. SPECIFICATIONS All products are subject to the Sellers standard tolerances for specifications. The Seller reserves the right to make substitutions and modifications in the specification of any products provided that such substitutions or modifications do not materially affect the performance of the products or the purposes for which they can be used.

10. CLAIMS All claims for nonconforming or defective products must be made in writing within 24 hrs after delivery to the Purchaser, and any claims not made within that period shall be deemed waived and released. The seller shall not be liable for claims and damages caused by the non-compliance of the quality of goods, which where before delivery to the purchaser controlled and approved by a warehouse or another expert opinion. The Seller's sole responsibility with respect to such claims shall

be at his sole discretion, to repair or replace any product or component which he determines to be defective. In no event the Seller will not be liable for any incidental or consequential damages due to any cause whatsoever. No suit or action shall be brought against the Seller more than 3 months after the related cause of action has accrued, and this period of time is shortened to 1 month for CPU-Pulls! The foregoing constitutes the Seller`s sole liability and the Purchaser`s sole remedy with respect to products sold by the Seller. Except as thus provided. The Seller disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. If the Seller is obliged to issue a credit note to the Purchaser caused by improper fulfilment of the contract the amount of such a credit note shall be corresponding to the value of the concentering goods on the date of the issuing of the credit note.

11. PATENTS The Seller assumes no obligation or liability of any kind with respect to infringements or alleged infringements of United States or foreign patents, copyrights, trade marks or other proprietary rights arising out of the Purchaser's Purchase, use, possession, sale or delivery of any products sold hereunder. The Purchaser shall indemnify and hold the Seller harmless from any and all claims, liabilities, damages or expenses resulting from infringements or alleged infringements of United States or foreign patents, copyrights, trade marks or other proprietary rights applicable to the product.

12. ASSIGNMENT The Purchaser shall not delegate any duties, not assign any rights or claims under this document without the Seller`s prior written consent, and any such attempted delegation or assignment shall be void.

13. COMPLIANCE WITH LAWS The Purchaser shall carry out the transactions contemplated by this sale and shall otherwise deal with the products sold in conformity with all applicable laws, rules, and regulations concerning taxation and V.A.T of all government authorities, including with the Seller`s limitation the Export Administration Act, and shall obtain all permits and licences required in connection with the purchase, installation, sale, shipment or use of any of the products.

14. GOVERNING LAW Any contract made shall be governed and interpreted, construed and enforced in accordance with the laws of Austria. Court of Law is Innsbruck. The Vienna Convention on the Sale of Goods shall not be applicable.

15. ADDITIONAL OR INCONSISTENT TERMS Terms and conditions set forth in any document provided by the Purchaser which differ from, conflict with or are not included in the terms and conditions set forth in this document shall not become a part of any agreement between the Seller and the Purchaser unless such terms and conditions are specifically accepted by the Seller in writing to the extent that this document may constitute an acceptance, such acceptance is expressly conditioned on the Purchaser's assent to any additional or inconsistent terms and conditions set forth in this document.

Computer Aided Trading Solutions GmbH