

**§ 1 Area of Applicability of the General Terms and Conditions**

- (1) These General Terms and Conditions will be applicable to contracts for commercial goods. Commercial goods comprise
  - a) Hardware from third party companies (henceforth "hardware"),
  - b) Software from third party manufacturers (henceforth "outside software") and
  - c) Standard software from corpus.e (henceforth "own software").
 Support of the customer with the elimination of faults through a Telephone Hotline is a no-cost component of contracts for commercial goods.
- (2) These General Terms and Conditions for commercial goods (henceforth "General Terms and Conditions") will apply exclusively to customers who are acting to exercise their commercial or freelance professional activity when concluding the contract or who are legal entities under public law or public law special funds and establish obligations to perform only in connection with an offer.
- (3) The present General Terms and Conditions are a component of the contract which has been established through the acceptance by the customer of an offer submitted by corpus.e. The acceptance by the customer of services rendered by corpus.e will be sufficient for the applicability of the General Terms and Conditions. Different terms and conditions of the customer will therefore not become a component of the contract even if corpus.e does not expressly contradict them.
- (4) Furthermore, these General Terms and Conditions will apply to all contracts concluded later between the parties, which have the supply of commercial goods by corpus.e to the customer as their object. They will not apply to future contracts if General Terms and Conditions modified by corpus.e are enclosed with a later offer.

**§ 2 Object of the Contract: Hardware**

- (1) corpus.e sells the customer the hardware described conclusively in the offer, including its attachments (henceforth "offer"), from the manufacturer named in the offer and which is not manufactured by corpus.e itself, but rather procured from one or more manufacturers.
- (2) The components of the hardware are
  - a) Equipment
  - b) Documentation
- (3) The agreed delivery dates will be applicable only on the condition of timely fulfilment of all obligations of the customer necessary for delivery in good time.
- (4) The obligation of corpus.e to perform will be applicable subject to correct and timely delivery to corpus.e itself.

**§ 3 Object of the Contract: Outside Software**

- (1) corpus.e grants the customer the rights to use the outside software described more closely in the offer from the manufacturer named there in the version identified there. The contents, scope and special conditions relating to the granting of these rights of use are established in the offer.
- (2) The components of the outside software are
  - a) The machine-readable object code and
  - b) The documentation prepared by the manufacturer
- (3) The parties agree that the outside software is copyright protected and that the manufacturer named in the offer is entitled to the protected right of exploitation.
- (4) corpus.e is authorised by the manufacturer to grant rights to use the outside software to the customer.

**§ 4 Object of the Contract: Own Software**

- (1) corpus.e grants the customer the rights to its own corpus.scan software manufactured by corpus.e itself in the version identified in the offer.
- (2) Own software is described more closely in the offer.
- (3) The components of own software are
  - a) The machine-readable object code,
  - b) The user documentation.
- (4) The parties agree that own software is copyright protected and that corpus.e is entitled to the protected right of exploitation.

**§ 5 Transfer of Risk of Loss, Partial Delivery**

- (1) The commercial goods will be shipped from the business premises or the warehouse of corpus.e at the risk of the customer, even if freight-free delivery has been agreed upon. corpus.e will not be obliged to conclude a transport insurance policy.
- (2) If the shipment is delayed because of actions by the customer, the risk of loss will be transferred to the customer on the day that the goods are ready for shipment.
- (3) Unless expressly agreed otherwise, corpus.e will be entitled to make partial shipments.
- (4) If corpus.e is in arrears with the rendering of its services, the customer will be able to withdraw from the contract only if it has previously set corpus.e an appropriate later deadline with a declaration that it will no longer accept the services after the expiry of the later deadline; fulfilment will be excluded after the expiry of the later deadline. A later deadline with the threat of withdrawal will not be necessary if corpus.e has seriously and finally refused the fulfilment of its contractual obligations. Withdrawal from the contract will be excluded if the circumstances justifying withdrawal by the customer are the responsibility of the latter alone or at least to the greatest extent.

**§ 6 Contents and Scope of the Right to Use the Licensed Objects**

- (1) corpus.e grants the customer the non-exclusive right for an unlimited period of time to use the outside software and its own software (henceforth "licensed objects") in the locations of installation stated in the offer for the purposes pursued with the contract and described more closely in the offer, however, only for simultaneous use by no more than the number of users stated in the offer at the most.
- (2) The rights of use granted to the customer in accordance with Section (1) will be restricted to use on computer systems found in its direct possession and serving the purpose of use. The customer may not duplicate, translate or modify the licensed objects. The customer's right to prepare a backup copy will not be affected if it is necessary to secure future use. Decompiling will be permitted only if the statutory conditions are fulfilled.
- (3) The customer is obliged to inform corpus.e in writing before the transmission to third parties of the master duplication copies entrusted to it. Such transmission will only be permitted if the customer at the same time deletes all duplicates made from these master duplication copies and renounces every possibility of the use of the licensed objects. This will not be permitted for the purpose of transferring the licensed objects to third parties in parts or for a limited period of time against remuneration (renting).
- (4) Otherwise, every more extensive utilisation of the licensed objects will require the express written agreement in advance from corpus.e, which corpus.e can make dependent upon the corresponding agreement of the manufacturer in the case of outside software.

**§ 7 Handover of the Licensed Objects**

- (1) The customer will receive the licensed objects pre-installed in a standard installation on the hardware.
- (2) In addition, the customer will receive the number of master duplication copies of the outside software necessary to exercise the rights of use granted to it with this contract in machine-readable form, either stored on data carriers made available by the manufacturer or transmitted by remote data transfer, at the choice of corpus.e. Furthermore, the customer will receive, for each master duplication copy of the outside software, one copy of the user documentation prepared by the manufacturer and made available to corpus.e for transmission to the customer. The customer is obliged to report the particular locations of installation for the outside software in writing to corpus.e for transmission to the manufacturer. This will also apply to changes of the locations of installation as well as any sale of the outside software.
- (3) Furthermore, the customer will receive the number of master duplication copies of the outside software necessary to exercise the rights of use granted to it with this contract in machine-readable form, either stored on data carriers corresponding to the state-of-the-art or transmitted by remote data transfer. The customer will also receive one copy of the user documentation in electronic form in the German language for each master duplication copy.

**§ 8 Arrears on the Part of corpus.e**

If corpus.e is in arrears with the rendering of its services, the customer will be able to withdraw from the contract only if it has previously set corpus.e an appropriate later deadline with a declaration that it will no longer accept the services after the expiry of the later deadline; fulfilment will be excluded after the expiry of the later deadline. A later deadline with the threat of withdrawal will not be necessary if corpus.e has seriously and finally refused the fulfilment of its contractual obligations. Withdrawal from the contract will be excluded if the circumstances justifying withdrawal by the customer are the responsibility of the latter alone or at least to the greatest extent.

**§ 9 Retention of Ownership**

- (1) corpus.e will retain the ownership to the objects delivered by corpus.e (goods subject to retention of ownership) until all claims under the business connection with the customer have been satisfied. A transfer of the ownership of the goods subject to retention of ownership to third parties will be permitted only if this takes place within the limits of the proper business operations of the customer and the latter retains the ownership to the goods subject to retention of ownership until the payment of all of its claims under the business connection with the third party. The customer will not be authorised to pledge or transfer the goods subject to retention of ownership as security. The customer is obliged to handle the goods subject to retention of ownership carefully. corpus.e is to be informed without delay if the goods subject to retention of ownership are impounded or damaged or misplaced or in the case of a relocation of the business premises of the customer. If the customer substantially violates one of the obligations named here, corpus.e will be able to declare its withdrawal from the contract. In the case of payment arrears by the customer, corpus.e will furthermore be entitled – without withdrawing from the contract and having to reimburse the customer the remuneration already paid by the latter up to this point in time – to recover and to realise the value of the goods subject to retention of ownership and to credit the proceeds earned from the realisation against the established claims. The same will also apply in the case of a recognisable deterioration of the financial

- situation of the customer after the conclusion of the contract, which results in a risk to the remuneration paid by the customer.
- (2) With the acceptance of the offer from corpus.e mentioned under No. 2 of the introduction, the customer assigns its claims from the resale with all additional rights to the amount of the claims to which corpus.e is entitled from the customer to corpus.e and corpus.e accepts this assignment. Until this is revoked, the customer will be entitled to collect this claim assigned by direct debit in its own name. Revocation will be permitted only if the customer is in arrears with payments.
  - (3) If the goods subject to retention of ownership are connected with other things in such a way that they become an important part of a new thing, corpus.e and the customer will become partial joint owners of this new thing. The manufacturing of a new thing by connection or processing of the goods subject to retention of ownership will take place under the condition that corpus.e always acquires partial joint ownership as an exception from §§ 947, 950 BGB. In both cases, the customer will preserve the thing at no cost for corpus.e; corpus.e's share of the partial joint ownership will be determined in both cases by the proportion of the invoiced value of the goods subject to retention of ownership to the sales value of the new thing. Section (1) will apply correspondingly to the sale of the new thing, whereby the part of the claim corresponding to corpus.e's share of the joint ownership will be assigned.
  - (4) If the value of the goods subject to retention of ownership present with the customer plus the value of the claims assigned to corpus.e exceed the total of corpus.e's claims against the customer by more than 50%, corpus.e will – item-by-item at the choice of corpus.e – release the excessive securities.
  - (5) Until the complete payment of the remuneration agreed, corpus.e will be authorised to insure the goods subject to retention of ownership adequately against theft, destruction and damage at the cost of the customer, unless the customer demonstrates to corpus.e that it has concluded adequate insurance of such kind at its costs.

#### § 10 Limitation of Services

In particular, the following services by corpus.e will not be the object of this contract:

- a) Connection and installation of the commercial goods with the customer;
- b) The individual setting of variable parameters of the licensed objects in accordance with the requirements of the customer (customising);
- c) Individual programme extensions for the customer (individual modifications);
- d) Adaptations of interfaces of the licensed objects to the requirements of the customer;
- e) Instruction and training of the customer's programme users;
- f) Maintenance of the licensed object, especially the delivery of new versions following the programme version named in the offer.

#### § 11 Remuneration

- (1) The remuneration is established in the offer.
- (2) The remuneration will be due for payment within 14 days after the receipt of the invoice plus the statutory value-added-tax at its applicable level at that time.

#### § 12 Arrears, Financial Deterioration of the Customer

- (1) corpus.e will be entitled to demand interest on arrears in payments at the rate of 8 percentage points p.a. above the basic interest rate. corpus.e retains the right to enforce more extensive damage.
- (2) If the customer is in arrears with the payment of an invoice or if its financial situation has deteriorated significantly since the conclusion of the contract, all of its accounts payable to corpus.e will immediately become due for payment. corpus.e will then be entitled to make outstanding deliveries only against the provision of security or advance payment.

#### § 13 Offsetting, Assignment, Right of Retention

- (1) The customer can offset claims of corpus.e only with counterclaims which are undisputed or established as legally binding.
- (2) The customer can transfer to third parties claims to which it is entitled only with the prior written agreement by corpus.e, provided that claims do not involve money.
- (3) The customer will be entitled to the enforcement of a return right of retention only because of counterclaims based directly on the contract concluded directly with the validity of these General Terms and Conditions. Furthermore, the customer can enforce a return right of retention because of counterclaims against corpus.e only if these counterclaims are undisputed or have been established to be legally binding.

#### § 14 Contractual Right of Withdrawal

- (1) corpus.e will have the right to withdraw from the contract in every one of the following cases:
  - a) In the absence of delivery to corpus.e through one of corpus.e's previous suppliers with no fault on behalf of corpus.e;
  - b) In case of events of force majeure, industrial disputes, natural catastrophes and similar occurrences, provided that they make it significantly more difficult or impossible, not only temporarily, for corpus.e to render its services;
  - c) If unfavourable conditions become known in retrospect about the financial situation or the creditworthiness of the customer;

- d) In the case of incorrect information from the customer on its financial situation or creditworthiness, which substantially endanger the purpose of the contract;
  - e) In case of actions by the customer contrary to the contract, which the customer does not cease within an appropriate deadline set by corpus.e.
- (2) For claims of corpus.e to compensation for damages because of impossibility which is the responsibility of the customer or on the basis of withdrawal from the contract because of statutory or contractual rights of withdrawal, corpus.e will be entitled to lump sum compensation for damages to the amount of 25% of the contractual remuneration unless the customer demonstrates lower damages. The enforcement of more extensive claims to compensation for damages will remain unaffected.

#### § 15 Claims of the Customer in Case of Defects in Title

- (1) corpus.e commits itself to hand over the licensed objects free of the rights of third parties which prevent the contractual use of the object licensed.
- (2) For the case in which third parties enforce rights of this kind, corpus.e is obliged to do everything within its power to defend the customer against the enforcement of such rights of third parties. The customer will inform corpus.e without delay of the enforcement of such rights of third parties and issue corpus.e as well as the manufacturer all powers of attorney and grant all authority which is necessary to protect the customer against the rights of third parties enforced. If corpus.e is deemed to be responsible for the defect in title under the conditions of these General Terms and Conditions, corpus.e will be obliged to reimburse the customer for all necessary costs of legal pursuit incurred.
- (3) For the case in which defects in title exist, corpus.e will, at its choice, be entitled by itself or, in the case of outside software, also through the manufacturer
  - a) To eliminate the rights of third parties restricting the contractual use of the objects licensed or their enforcement through suitable measures
  - b) Or to change or replace the licensed objects in such a way that outside rights of third parties are no longer violated provided that the agreed functionality of the licensed objects is not restricted as a result.

In the case of outside software, if corpus.e is not successful with this within an appropriate deadline to be set by the customer, corpus.e will assign claims based on defects established against the manufacturer, especially claims to remuneration for damages, to the customer. If the defect in title cannot be eliminated or if the damages resulting to the customer cannot be compensated through the claims against the manufacturer, the customer will be entitled to withdraw from the contract and to demand compensation for damages from corpus.e in accordance with § 17 of these General Terms and Conditions. Instead of withdrawing from the contract, the customer can also reduce the remuneration appropriately.

#### § 16 Claims of the Customer in Case of Material Faults

- (1) corpus.e commits itself to ensure that the commercial goods exhibit the properties agreed upon between corpus.e and the customer. In the absence of an agreement on characteristics expressly to the contrary, the contractual object exhibits the agreed characteristics if it corresponds essentially to the documentation. corpus.e will not be liable on the basis of public statements in its own advertising or in the advertising of any manufacturer of the commercial goods or its agents or servants if and to the extent that the customer cannot show that the advertising statements influenced its purchase decision or if corpus.e was unaware of the statements and did not have to be aware of them or if the statements had already been corrected in an equivalent manner at the time of the purchase decision.
- (2) If the commercial goods do not essentially correspond to the documentation, the customer can enforce claims for faults in accordance with the conditions of the following paragraphs. More extensive claims on the basis of such things as guarantees submitted expressly by corpus.e will remain unaffected.
- (3) If the commercial goods exhibit defects, the customer can demand later satisfaction from corpus.e in accordance with No. (5) within an appropriate deadline. If the defect does not restrict the functionality of the licensed object or restricts it only insignificantly, corpus.e will be entitled to eliminate the defect through the delivery of a new version or an update in the context of its own general version and update planning or – in the case of outside software – the delivery of a new version or an update in the context of general version and update planning by the manufacturer with the exclusion of any further claims based on defects.
- (4) corpus.e assigns all existing claims against the manufacturer relating to defects in view of the hardware and outside software to the customer. The customer will be able to enforce claims because of defects in the hardware or outside software against corpus.e only after claiming unsuccessfully against the manufacturer.
- (5) Later fulfilment will be provided in the form of later improvement or later delivery, at the choice of corpus.e. If it is impossible for corpus.e to eliminate the defect through later improvement or later delivery or if the defect can only be eliminated with unreasonable means through later improvement or later delivery, corpus.e will furthermore be entitled to

provide later fulfilment by showing the customer possibilities to avoid the effects of the defect. If it is possible for the customer to avoid the effects of the defect in this way, it will be able to withdraw from the contract only if adhering to the contract is unreasonable in spite of the possibilities to avoid the effects of the defect. To the extent that the customer is entitled to demand the reduction of the remuneration or compensation for damages, the possibility to avoid the effects of the defect is to be considered appropriately.

- (6) If the customer, after an initial demand without result, has set corpus.e a further reasonable later deadline for later fulfilment with a declaration that it will no longer accept later fulfilment after the expiry of this deadline (later deadline with the threat of rejection) or if two attempts for later improvement fail, it will be able to withdraw from the contract or, if the rescission of the contract is no longer possible, to request a price reduction. In addition, it can enforce claims to compensation for damages against corpus.e in accordance with the conditions of § 17. After the expiry of the later deadline with the threat of rejection, the customer can no longer demand later fulfilment. A later deadline with the threat of withdrawal will not be necessary if corpus.e has seriously and finally refused the fulfilment of its contractual obligations. Withdrawal from the contract will be excluded if the circumstances justifying withdrawal by the customer are the responsibility of the latter alone or at least to the greatest extent.
- (7) If the master duplication copies of the computer program transferred and the related documentation transmitted to the customer by corpus.e are not of average type and quality in comparison with other master duplication copies and documentation of the contractual objects, the customer can demand only the later delivery of items of average type and quality.
- (8) corpus.e can refuse the later improvement until the customer has paid the agreed remuneration to corpus.e, less a part which is appropriate in view of the severity of the defect. corpus.e will furthermore be entitled to refuse the fulfilment of claims for defects if the customer has not reported the fact with a logical description of the symptoms of the defect in writing and, to the extent possible, with the submission of written record, hard copies or other documentation to be prepared clarifying the defect without delay after observation of the defect. In the case of apparent defects, this has to take place within a deadline of 30 days after the delivery notwithstanding any commercial obligation of the customer to complain.
- (9) Claims because of defects in the contractual object will expire within one year after the delivery of the first master duplication copy of the licensed object. This will not apply to claims because of defects which affect later deliveries of master duplication copies for the first time. Claims because of defects in the hardware will expire one year after delivery.
- (10) If a consumer has received the faulty contractual objects in the course of further resale by the purchaser or a further acquirer, the above restrictions of the claims based on defects will not apply if
  - a) Only companies have been involved in the resale of the contractual objects to the consumer,
  - b) A claim has been made against the customer, as one of the companies participating in the resale of the contractual objects
  - c) The customer enforces claims – including the claim to compensation of the expenses to be borne by it in dealing with its contracting partner for the elimination of the defect (§ 478 Abs. 2 BGB) - against corpus.e.

In this case, the customer's claim because of defects will not expire before the end of two months after the point in time at which the customer has fulfilled the claims enforced against it because of the defects, but five years at the latest after corpus.e delivered the commercial goods to the customer.

#### § 17 Liability, Compensation for Damages

- (1) corpus.e will be liable without limit for damages caused through wilful intention or gross negligence. The same will apply to damages caused culpably, which are based on injuries to life and limb.
- (2) corpus.e will be liable for guarantees exclusively in accordance with the conditions of any individual guarantee agreement.
- (3) In the case of product liability, corpus.e will be liable in accordance with the Product Liability Law.
- (4) corpus.e will be liable for damages caused through the violation of so-called cardinal obligations. Cardinal obligations are those basic essential contractual obligations which were decisive for the conclusion of the contract by the customer and whose fulfilment the customer could rely upon. If corpus.e has violated cardinal obligations through slight negligence, the obligation to compensation for damages resulting from it will be limited to compensation for typical foreseeable contractual damage.
- (5) corpus.e will assume no liability for the loss or destruction of data unless this has been caused through gross negligence or deliberate violation of contractual or statutory obligations.
- (6) Furthermore, any and all liability of corpus.e for the compensation of damages, for any legal reason, will be excluded. Nevertheless, if corpus.e is entitled to claims against the manufacturer because of the claim of the customer for the compensation of damage and corpus.e has not suffered damage itself because of these circumstances, corpus.e will assign these claims against the manufacturer to the customer.

#### § 18 Final Conditions

- (1) Changes and additions to these General Terms and Conditions and the contracts concluded under their validity must be in the written form. If they do not satisfy this requirement, they will be null and void. This will also apply to changes to this written form clause.
- (2) Events of force majeure which make the performance or obligations of one party significantly more difficult or impossible will entitle the party affected to delay the fulfilment of this obligation or commitment by the duration of the impediment and an appropriate start-up time. Industrial disputes in the operations of the parties and industrial disputes in the operations of third parties and similar circumstances which affect the parties directly or indirectly are the same as force majeure.
- (3) All contracts concluded between the parties under the applicability of these General Terms and Conditions will be subject to the Law of the Federal Republic of Germany with the exception of the UN Purchase Law (CISG United Nations Convention on Contracts for International Sale of Goods dated 11 April 1980).
- (4) The place of payment will be the headquarters of corpus.e. The exclusive place of jurisdiction will be Stuttgart if the customer is a registered business in the intention of the Commercial Code, a legal entity under public law or a public law special fund or does not have its headquarters or usual whereabouts in the Federal Republic of Germany at the time the petition is raised.
- (5) Should a condition of these General Terms and Conditions or one of the contracts concluded under their applicability be or become ineffective, all other conditions will remain unaffected by this. In such a case, the parties will be obliged to participate in the creation of conditions through which legally effective results are achieved that are as close as possible economically to the ineffective condition.