

General Terms and Conditions

of the company EKH - EyeKnowHow, owner Hermann Ruckerbauer (hereinafter referred to as EKH)

General

The following General Terms and Conditions, to which the attention of contractual partners of EKH is drawn prior to conclusion of contract and to the application of which contractual partners of EKH agree, form part of any contract concluded and apply to services forming the object of agreement such as consultancy services, measurements, deliveries and similar services and further apply in respect of ancillary services and other ancillary contractual duties fulfilled within the scope of the execution of the order. Any other agreements, in particular contradictory General Terms and Conditions, shall not be effective unless confirmed in writing by EKH.

Offer and conclusion of contract

Offers made by EKH shall remain without engagement and non-binding, particularly with regard to scope, execution, prices and deadlines, until such time as the contract is finally concluded or until such time as written confirmation of order is received insofar as such offers are not expressly stated to be "binding". Declarations of acceptance, supplements, amendments and ancillary works shall not be legally valid unless agreed in writing.

Scope of services

Written confirmation of order by EKH constitutes sole determination of the scope of delivery. EKH shall only be liable for services rendered, assurances given and other declarations made by the representatives and vicarious agents of EKH insofar as such declarations have been stated in writing by EKH to be binding.

EKH shall not be responsible for the correctness of simulation models underlying simulations if such a responsibility has not been expressly agreed in writing at the time at which an order was placed. All models used which have been made available by EKH, the contractual partner or third parties shall be examined by EKH prior to deployment. Notwithstanding this, no guarantee in respect of exactness or correctness can be accepted.

Layout and design works shall be executed in accordance with the latest status of technology.

Service deadlines/dates

Contractually agreed service deadlines and dates are based on estimations of the scope of work involved based in turn on information provided by the client of EKH. Such service deadlines and dates are only binding if expressly agreed in writing to be binding. Deadlines shall only commence once the contractual partner of EKH has provided all acts of co-involvement required from the contractual partner beforehand. This particularly applies in respect of the delivery of simulation models.

Co-involvement

The contractual partner of EKH guarantees that all acts of co-involvement required on the part of the contractual partner will be provided in a timely manner and free of charge to EKH by the contractual partner himself, by the vicarious agents of the contractual partner or by third parties.

The contractual partner of EKH shall bear the cost of any additional expenditure incurred by the necessity to repeat works or by delays to works caused by delayed, incorrect or incomplete information or by failure to provide acts of co-involvement in a proper manner where such circumstances are the fault of the contractual partner. This shall also apply in respect of erroneous simulation models and retrospective design alterations. EKH shall be entitled to charge for the cost of any additional expenditure thus incurred even in circumstances where a binding fixed or maximum price has been agreed.

Copyright

All copyright and joint copyright such as patents, registered design rights and copyright in investigations, simulations, simulation methods, layouts, measurements, calculations, representations, circuits etc. prepared by EKH (hereinafter referred to as "documents") remain with EKH. The contractual partner of EKH may only use documents prepared within the scope of the order for the contractually agreed purpose. Transfer of documents etc. prepared by EKH to third parties, transfer to third parties of knowledge, information etc. acquired in connection with the service rendered and the publication of such knowledge and information is not permitted insofar as the parties have not concluded a separate written agreement in this regard.

Guarantee

The contractual partner shall notify EKH of any defects in writing and without delay. All documents prepared by EKH relate exclusively to the product forming the specific object of investigation (e.g. layout) and do not apply to a series of products even in circumstances where no change to the product investigated has taken place insofar as no separate written agreement exists between the parties with regard to the investigation of the impact of fluctuations in production.

Liability

Liability of EKH in respect of all damages arising from an order is limited to a maximum amount of €500,000 insofar as damage is not the result of an intentional or grossly negligent act.

Liability of EKH to fully registered traders under German law in respect of the nature and scope of damages is restricted to such damages as were foreseeable at the time of the conclusion of contract.

EKH shall not be liable for indirect and consequential damages. This shall not apply in circumstances where such damages are the result of an intentional or grossly negligent act or are directly occasioned as a result of a breach of a primary obligation incumbent on EKH under the terms of the present Agreement.

EKH shall only be liable for damage to test samples in circumstances of intent or gross negligence even when such damage occurs in the course of the testing process or otherwise during works to be conducted.

Further claims on the part of the contractual partner are excluded. This shall particularly apply in respect

of claims relating to compensation for damages which have occurred during measurements conducted at the premises of the contractual partner. This disclaimer shall not apply to the extent that compulsory liability exists pursuant to the German Product Liability Act for damage to persons or to objects in private use.

Limitations of liability do not apply to the absence of properties assured. Limitations of liability in favour of EKH also apply equally to the staff, vicarious agents, company signatories and organs of EKH.

Conditions of payment

All amounts included on offers and invoices contain separate indication of respective value added tax payable at the time of transfer and shall fall due for net payment immediately insofar as no written agreement to the contrary has been concluded.

In the event that a fixed price has been agreed in writing, EKH may invoice proportionately for partial payments for overall services in accordance with services rendered.

Complaints with regard to invoices issued by EKH must be submitted in writing and justified within an exclusion deadline of 8 calendar days following date of invoice.

Only claims which are established in law or undisputed may be set off against claims of EKH.

Order Cancellation

In case a given order is cancelled the minimum payment consists of the invest that was already made (material and working time) plus a cancellation fee of 20% of the order sum.

Place of fulfilment and place of jurisdiction

Place of fulfilment for both parties to the present Agreement is the Registered Office of EKH at Itzlinger Str. 21a, 94469 Deggendorf.

Place of jurisdiction is the Registered Office of EKH in D-94469 Deggendorf.

Other provisions

Oral side agreements shall not be effective unless confirmed in writing. Amendments and supplementary provisions to the present Agreement shall not be valid unless made in writing. The same shall apply in respect of the present written form clause.

In the event that individual provisions contained within the present General Terms and Conditions shall be invalid or unenforceable or in the event that the present General Terms and Conditions contain gaps in provision, this shall be without prejudice to the other provisions herein contained. The parties shall agree to replace such an invalid or unenforceable provision by a provision which is valid and enforceable and which as closely as possible reflects the objective and purpose the parties had pursued via such an invalid or unenforceable provision.

By ordering our service, you are deemed to have accepted our General Terms and Conditions. In case of conflict between our and your General terms and Conditions the EKH General Terms and Conditions shall prevail.