

# General Terms and Conditions



of IWO furn Service GmbH for the delivery of services (valid from February 1<sup>st</sup>, 2007)

## I. Preface

The following General Terms and Conditions apply for all project services performed by the IWO furn Service GmbH. The extent of the services follows from the order.

## II. Contract completion

The contract is established if IWO furn Service GmbH does not reject the written and signed order within 10 days after receipt.

## III. Client's duties

1. The client surrenders all information and documents necessary to implement its work to IWO furn Service GmbH
2. The client ensures that the information and documents mentioned in point 1 are free of possible third-parties' rights resp. that he was given a right of use sufficient for the contractual purpose.
3. The client keeps all commercial protective rights, copyrights and the owner of the information and documents mentioned in point 1.
4. The client will support IWO furn Service GmbH in performing its duties according to this contract.

## IV. Implementation of the services

1. IWO furn Service GmbH implements the service in own responsibility. There is no client's right of discretion. IWO furn Service GmbH is basically free in choice of time, extent and modalities of the implementation. But IWO furn Service GmbH consults this with the client.
2. IWO furn Service GmbH is allowed to contract proper service providers for implementing the services.
3. IWO furn Service GmbH does its services on the basis of hours worked per person or according to agreed fixed prices.
4. A confirmation of performed services countersigned by the person responsible for the project at IWO furn is to be added to each invoice.
5. Unless otherwise agreed, the service has to be done on weekdays between 9 and 17 o'clock (regular working hours) by IWO furn Service GmbH.
6. Proven overtime signed by the client is paid appropriate.

## V. Contract duration, termination of service contracts

1. The contract's term follow the conditions fixed in the offer.
2. The minimum term for Hotline Services is 1 year. The term is always extended for 1 year unless there is no termination at least 3 month before expiration. The termination has to be in written form. In case of termination there is no client's claim for rebate of already paid service fees. The right of extraordinary termination stays unaffected.
3. An important reason is particularly present if the contracting parties violate their contractual duties and these violations are not ended or their effects are not removed despite reminder and a fair respite to do so. The right of extraordinary termination is particularly present for IWO furn Service GmbH if the client is behind schedule with his payment of the contractual consideration about a period of time more than a month, given that IWO furn Service GmbH has performed its duties.

## VI. Liability and warranty

1. IWO furn Service GmbH's liability is limited to 50.000 Euros for material damage
2. The aforesaid limitations of liability are not valid for the injury of life, body or health and also not if the damage has been caused at least by gross negligence by IWO furn Service GmbH or its vicarious agents. They also do not apply if the damage has been caused by the violation of a contractual duty. In this case liability is limited to the predictable damage typical for this contract. The limitations are also not valid for liability because of malice and pursuant to the German Data Protection Law.
3. At a loss of data the liability beyond that is limited to the costs for the data's recovery.

4. At a cause of damage by an infestation of EDI systems by a virus or akin phenomena IWO furn Service GmbH is not responsible if it has checked all data mediums with a virus scanner in an up-to-date version but the virus could not have been detected.
5. IWO furn Service GmbH guarantees qualitative and professional sound performance of the contractual services.

## VII. Confidentiality

Both parties have to keep all trade and business secrets, operational processes, organization structures and other matters known by contract performance in confidence. They are not permitted to use them for own purposes or to pass them on third-parties in any way. Notes, storages on data carriers or other records as well as their transmission to third-parties are only allowed if this is necessary for executing the contract. Both parties have to ensure by proper technical and organizational precautions and proper agreements with their employees and vicarious agents that they keep to these duties to observe secrecy as well.

## VIII. Payment

The payment is made on the basis of the client's written order / license agreement according to the individual demands of IWO furn Service GmbH's services.

## IX. Court of jurisdiction and place of performance

1. Place of performance and court of jurisdiction for all regresses out of business ties is Stuttgart.
2. German right applies exclusively. The enforcement of the unitary United Nations Convention on Contracts for the International Sale of Goods is excluded.
3. The client is not authorized to concede his contractual rights or duties to third-parties without IWO furn Service GmbH's written consent

## X. Validity

1. Should particulars conditions be totally or partly ineffective the other conditions' validity is not touched.
2. Differing conditions are ineffective even if IWO furn Service GmbH does not particularly object them.
3. The present General Terms and Conditions can be altered at any time effecting future service orders. Existing services are affected after a time limit of three months after notification in written form unless the client has objected the changes within 30 days after announcement.
4. Changes of this contract inclusive of this written form of requirement have to be in written form without exception.

**This is a translation only! For legally binding statements please consult the German version of these General Terms and Conditions!**

**Stuttgart, February 1- 2007**