

## I. Scope of terms of contract

1. These terms and conditions are valid for all contracts of IWO FURN Service GmbH (in the following: IWO FURN) with entrepreneurs (in the following: clients) about the usage of the IWO FURN system. For further services – especially supplementing services in connection with the usage of the IWO FURN system – additionally apply IWO FURN's General Terms and Conditions for the Supply of Services.
2. Differing conditions – especially clients' general terms and conditions – are not subject matter of the contract. This also applies if IWO FURN performs a contract without explicitly contradicting the validity of differing conditions.

## II. Subject matter of the contract, contract completion and content of the contract

1. Subject matter of the contract between IWO FURN and clients is the client's right to use the IWO FURN system established and run by IWO FURN. The IWO FURN system enables a standardized transmission of electronic business data to the clients and thus forwards the electronic commerce between industry, trade and service providers from market research, finance and logistics.
2. Basis of the exchange of information via the IWO FURN system is the IWO FURN documentation describing as well the procedure as the conditions as regards contents and IT of the usage. In the documentation there are also defined all EDI and communication standards necessary for the usage of the IWO FURN system. A copy of the IWO FURN documentation can be downloaded from the IWO FURN system before contract completion resp. provided by IWO FURN on demand before contract completion.
3. The contract about the usage of the IWO FURN system is established when IWO FURN accepts the client's written apply for admission by a confirmation in written form or by providing the contractual agreed services to the client (activation; transmission of the client's identification number). Clients are bound to their applies for admission for two weeks starting with their access to IWO FURN if no longer term is appointed.
4. The extent of the services IWO FURN owes within the IWO FURN system follows the IWO FURN documentation. IWO FURN does not owe a texture of the IWO FURN system or a possibility of usage of the system beyond that unless IWO FURN has explicitly confirmed an additional texture to the client in written form. IWO FURN is willing to provide further IWO FURN services to the client for remuneration on the basis of a separate contract.
5. The client has informed himself about the essential functional features and the possibilities of usage of the IWO FURN system and bears the risk that it fits his operational requirements. In cases of doubt he has been consulted by IWO FURN before closing the contract.

## III. The client's authority of usage

1. All rights (copyrights or other protective rights) concerning the building up of the IWO FURN system and the therefore used software, concerning the IWO FURN documentation or concerning further documents related to the IWO FURN system are entitled exclusively to IWO FURN.
2. The client is granted the simple, non-assignable and limited to the contract duration right of the intended use of the IWO FURN system and the items and documents left to the client for the usage of the IWO FURN system; the IWO FURN documentation is decisive for intended use.
3. The client is only allowed to use the IWO FURN system and the documents left to him for his own business purpose and must not use them for third-parties' purposes. Without approval in written form he must not procure access to the IWO FURN system or to data retrieved from the IWO FURN system to third-parties or use these data for third-parties' purposes. Third-parties in terms of the appointments above are also affiliate unless there has been a differing agreement in written form between the client and IWO FURN.
4. The client must not convey his contractual legal status about the usage of the IWO FURN system neither on the whole nor in terms of single authorities to third-parties without IWO FURN's agreement in written form. IWO FURN will consent to the transfer only if the new contracting partner takes over all hitherto existing duties of the hitherto client and guarantees their proper implementation. IWO FURN can rest its denial of the approval to the transfer upon IWO FURN's discretion that the transfer of rights to the new contracting partner violates IWO FURN's justifiable economic interests.

## IV. Conditions of participation / the client's obligations to co-operate

1. The client must not misuse the IWO FURN system. He has to omit all actions appropriate to damage the smooth data exchange of the IWO FURN system. When using the IWO FURN system he is committed to pay attention to the national laws, to third-parties' rights and to the contract provisions of the present contract as well as to the technical guidelines contained in the IWO FURN documentation and to other guidelines.
2. The client's duties pursuant to Para. 1 particularly include the following duties:
  - a. The client is committed to participating in the system of the Global Location Number (GLN) and the European Article Number (GTIN) unless there has explicitly been a differing agreement with IWO FURN.
  - b. The client has to provide or apply for, run and maintain the hardware equipment for data transmission (modems, control units, mains) necessary for communication via the IWO FURN system by himself. He sticks to the IWO FURN documentation's guidelines and descriptions.
  - c. Before processing, the client is bound to check the conformity of every data he sends or receives against the regulations contained in the IWO FURN documentation - resp. with the beforehand agreed differing regulations between IWO FURN and the client – by programming measures.
  - d. The client is bound to abide the statutory regulations concerning the transmission of data, especially the regulations concerning data privacy, according to the rules defined in the IWO FURN documentation.
  - e. The client is bound to use solely his identification number assigned by IWO FURN for data exchange via the IWO FURN system, to take precautions against any misuse of the client's identification number and to indicate every emerged misuse and suspicious case of misuse to IWO FURN in a written way. If employees of the client leave the client's company the client has to ensure by appropriate measures that they do not misuse any identification numbers known to them.
  - f. The client ensures that data introduced or relayed by him do not violate the criminal law or other public law, that the input or transmission of data with immoral contents remains undone and that neither third-parties' personal rights nor third-parties' protective rights (especially rights to a name, trademark rights and copyrights) nor other third-parties' private rights are violated by the contents or used names.
3. The client exempts IWO FURN from all damages and disadvantages arising from the violation of any of the in paragraph 1 and 2 named client's duties.
4. The client agrees that the data enabled by him in the IWO FURN system are accessible in the IWO FURN system to all of IWO FURN's clients authorized for access by him. According to the client's enable, IWO FURN can publish data inside the IWO FURN system to market places and other clearing centers
5. The client agrees that IWO FURN publishes the client's participation in the IWO FURN system for informational purpose of other users of the IWO FURN system or for marketing purposes. The client names responsible points of contact whose names and address information IWO FURN is allowed to enable access to to other users of the IWO FURN system.

## V. Implementation of the services

1. IWO FURN uses care and attention to provide the usage of the IWO FURN system according to the IWO FURN documentation to the client during contact duration. The client knows that the access to the IWO FURN system can be hindered by maintenance works or overhauling and that IWO FURN cannot except obstructions of usage because of force majeure or external factors IWO FURN cannot influence (cf. IX Para. 2 and 3).
2. IWO FURN will do a syntactic and semantic test to sent data and to requests for data delivery according to IWO FURN documentation's regulations before doing their actual processing.
3. IWO FURN makes adequate security arrangements to prevent unauthorized third-parties' access to the client's stored data
4. IWO FURN is entitled to use the help of third-parties (vicarious agents) to fulfill its articulated duties towards the client. IWO FURN is liable for breaches of duties by vicarious agents pursuant to § 278 German Civil Code according the limitations of liability pursuant to VII of these General Terms and Conditions.

## VI. Contract duration; termination

1. The contract about the usage of the IWO FURN system is not limited in time. It can be terminated with a notice period of three months to the end of a calendar month by both parties, but not before the expiration of one year of contract duration.
2. The right of extraordinary termination stays unaffected. An important reason is particularly present if
  - > the client is behind schedule with his payment of fees about a period of more than four weeks despite reminder;
  - > the client violates the conditions of participation or other contractual duties despite notice;
  - > deficiencies in the data transmitted by the client or to transmit for the client are detected repeatedly and these deficiencies lead to a considerable disturbance of the processing of the master data pool or of data recipients or if it proves that a proper request of correct data files from the client is not assured;
3. Every termination has to be in writing for validity.
4. After ending the contract the client is bound to cease the usage of the IWO FURN system and to return all items and documents he got within the execution of the contract for the purpose of using the IWO FURN system.

## VII. Liability, deficiencies in service

1. IWO FURN is liable to the client in all cases of contractual and non-contractual liability to compensation or unlimited consideration of vain charges just in case of intent or gross negligence or violation of a basic contractual obligation (cardinal obligation). However the liability for cardinal obligation's violations by slight negligence is limited to such predictable damages whose incidence should have been prevented by the violated duty. IWO FURN is not liable for slight negligence beyond the range of the cardinal obligation's violations. The aforesaid limitations of liability are not valid for personal injury culpably caused by IWO FURN, for liability according to the Product Liability Act and for warranties issued by IWO FURN.
2. IWO FURN merely owes the professional receipt, processing and output of data determined for the IWO FURN system but is not responsible for their correctness as regards contents. Beyond IWO FURN's range of liability there are also existence, adequacy and freedom from defects of the lines for transmission used by the client and the client's own hardware equipment for data communication as well as the existence or security of data bases or third-parties' services IWO FURN enables access and the content of the data and information obtained by the client that way. IWO FURN also does not avouch for the results of incorrect usage (e.g. illegible data mediums, incorrect addressing, rule violation or dismissal of incorrect data as regards content or format). All mentioned cases exclude a liability of IWO FURN unless IWO FURN had culpably participated to the client's damage; in this respect apply the limitations of liability pursuant to Para. 1.
3. If IWO FURN is liable for data loss pursuant to the aforesaid paragraphs, the liability is limited to the loss of such data the client has saved in a reasonable and usual amount – at least once a day – and to whose reproduction no disproportional effort is necessary.
4. Should IWO FURN do its services not or not properly or should IWO FURN violate any other duties the client has to blame IWO FURN therefore in written form and to concede an additional respite of sufficient duration to IWO FURN in written form within that IWO FURN performs its duties or contributes to remedy in any way. After effectless expiration of the additional respite the client has the right to terminate the contract in written form and, in case of a culpable breach of duty on the part of IWO FURN, to demand compensation within the limitation of liability pursuant to VII Para. 1; further client's rights are excluded.

## VIII. Prices and payment

1. The payment for the IWO FURN's contractual services can consist of one-of fees and/or continual fees. If there are no differing agreements, the fees' amount and maturity follow the price list downloadable from the IWO FURN system resp. provided by IWO FURN on request. The value added tax amounting to the statutory extent is always additionally.
2. Invoices from IWO FURN are payable within 8 days after invoice receipt at the client without deduction. Continual fees independent of the usage are payable at the respective regular contractual agreed dates.
3. If the client defaults his payments, IWO FURN is allowed to bill interest for late payment amounting to 8 percentage points above the base rate.

4. At fees depending on the usage IWO FURN advises the client via the respective invoice about the amount of the extent of the usage and stocks vouchers for evidence of the called usage for a period of 60 days after the sending of the invoice. The client can appeal against the truth and fairness of the accounting depending on the usage within a period of six weeks after receipt of the invoice. After the expiration of this term all objections of less usage are excluded.

5. IWO FURN has the right to level the constant fees to the changed purchase costs and the current market situation by a written advance notice to the client with a respite of three months to the end of a calendar month. If the client does not want to continue the contract with the modified fees he has the right to terminate it prematurely to the date of the modification independent of the contractual agreed notice period. The termination has to be in written form and to be receipt at IWO FURN within a period of four weeks after the advance notice after sentence 1.

## IX. Adaption of the contract; maintenance of the system

1. IWO FURN is endeavored to develop the IWO FURN system further in the clients' interests and therefore is supported by proper advisory boards with representatives from trade and industry. IWO FURN reserves modifications at the IWO FURN system, its handling and functionality, particularly also changes of the content, and its structure and user interface to attune the quality of the data exchange to the technical process and the clients' needs on this basis as far as the fulfillment of the purposes contracted with the client is not or not considerably impaired.
2. The client knows that IWO FURN does maintenance works and overhauling at the IWO FURN system from time to time during which the usage of the system is not or just limited possible. IWO FURN will inform the client about scheduled maintenance works – unless their length is not quite inconsiderable.
3. IWO FURN is dispensed from its duties of providing the usage of the IWO FURN system in case of faults that cannot be influenced by IWO FURN (e.g. faults of nets). If extern reasons threaten the IWO FURN system's infrastructure and according to IWO FURN's evaluation the current danger can only be repelled by deadlocking any access to the IWO FURN system IWO FURN reserves such measures for averting a danger.

## X. Confidentiality

1. 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.
2. The duty to observe secrecy remains for five years after rescission of the contract.
3. Both parties have to ensure by proper technical and organizational precautions and proper agreements with their employees and vicarious agents that they keep to the duties to observe secrecy pursuant to Para. 1 and 2 as well.

## XI. Final clause

1. Privity of contract between IWO FURN and the client applies only to German right to the exclusion of the United Nations Convention of Contracts for the International Sale of Goods (UN-CISG).
2. Exclusive court of jurisdiction for all disputes arising out of the privity of the contract between IWO FURN and the client is Stuttgart.
3. Changes and additions of this contract – especially to this written form of requirement- have to be drawn up in writing.

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

**Stuttgart, February 1, 2007**