

General Terms and Conditions of Use



of IWO furn Service GmbH for the use of the service pack 2 eBilling (valid from 1 January 2008)

I. Applicability of the contractual conditions

1. These General Terms and Conditions of Use of IWO furn Service GmbH for the use of the service pack 2 eBilling shall apply to all agreements of IWO furn Service GmbH (referred to in the following as: IWO furn) with companies (referred to in the following as: customers) on the use of the service pack 2 eBilling and are a supplement to the "General Terms and Conditions of Business of IWO furn Service GmbH for the Use of the IWO furn System (applicable from 1 January 2008)" which the customer has already accepted by registering for the service pack 1. For other services of IWO furn – in particular supplementary services in connection with the use of the IWO furn system – the General Terms and Conditions of Business of IWO furn for the Provision of Services (status: 1 January 2008) shall apply by way of supplement.
2. Any general terms and conditions of business of the customer shall not apply.

II. Subject matter of agreement, entering into agreement and content of agreement

1. The subject matter of the services described in these Terms and Conditions (service pack 2 eBilling) which are provided by IWO furn for the customer is the creation and/or taking receipt of electronic invoices for the customer (creation of invoice / taking receipt of invoice), depending on which of these two sub-services of service pack 2 eBilling have been agreed between IWO furn and the customer.

As part of billing IWO furn shall issue invoices in electronic form in accordance with the specification under paragraph Ziffer III. below for customers, shall provide them with a qualified electronic signature and shall send them in electronic form to the addressees. As part of taking receipt of invoices, IWO furn shall verify the incoming invoices provided with a qualified electronic signature for customers in accordance with the specifications in paragraph IV. below. In both cases the service does not include ensuring the prior tax deduction at the receipt because this will depend on a number of factors over which IWO furn has not control.

2. The agreement on the use of service pack 2 shall come about by IWO furn accepting the written application from the customer by written confirmation or by IWO furn providing the customer with the contractual services (activation). Customers are tied to their applications two weeks after their receipt by IWO furn insofar as no longer binding period has been agreed.

III. Billing

1. If billing by IWO furn has been ordered by the customer in the service pack 2 eBilling the customer shall provide IWO furn with an EDIFACT invoice file from which the invoice content including invoice addressee may be derived (contribution by the customer).
2. The customer furthermore undertakes to grant IWO furn authority in the run-up – under exemption of the restrictions on contracting with oneself and multiple representation (Section 181 German Civil Code - BGB) – on his behalf
 - (a) to agree the sending of electronic invoices with qualified electronic signature instead of the former sending of invoices;
 - (b) to issue these invoices on his instruction and in his name in electronic form;
 - (c) to provide these invoices with a qualified electronic signature; and
 - (d) to send these electronically for the customer to the invoice addresses.This authorisation may be freely revoked at any time. The revocation of the authorisation has no impact on the term of the agreement.
3. IWO furn attaches the electronic signature using a software component checked by the Federal Network Agency. The current manufacturer declaration of the provider on the currently used software version is available to the customer in the download area of the IWO furn systems.
4. For storage purposes as prescribed by law the customer shall be sent an information packet for every signed invoice which contains the original file sent by him, the signed EDIFACT file and a legible reproduction of the data content.
5. The customer is responsible himself for the satisfaction of the statutory requirements on storage. IWO furn shall not be responsible for archiving for the customer with respect to service pack 2.
6. IWO furn shall sign using own signature cards which have been issued to employees of IWO furn.

6. IWO furn has not checked and has not been instructed to determine whether the functional features and possibilities of using service pack 2 comply with the operational requirements of the customer. The provision of advice by IWO furn in this respect can be agreed separately; it is not part of these Terms and Conditions.

IV. Receipt of invoice

1. IWO furn shall conduct the verification of the signed EDIFACT invoice received using a trust center. The customer shall receive an information packet consisting of a signed EDIFACT message, EDIFACT message and checked result.
2. The customer undertakes to grant IWO furn authority in the run-up – under exemption of the restrictions on contracting with oneself and multiple representation (Section 181 German Civil Code - BGB) – on his behalf
 - (a) to agree the receipt of electronic invoices with qualified electronic signature instead of the former invoice receipt and also
 - (b) to take receipt of declarations from or for the biller that these have instructed IWO furn or third parties with the creation and sending of electronic invoices; and
 - (c) to take receipt of electronic invoices for the customer (authorised party for receipt).This authority may be freely revoked at any time. The revocation shall have no influence on th term of the agreement.

V. Applicability of the provisions of the "General Terms and Conditions of Business of IWO furn Service GmbH for the Use of the IWO furn System (applicable from 1 January 2008)"

1. A valid agreement for service pack 1 is essential to use service pack 2.
2. The provisions in paragraphs VI (term of the agreement; termination), VIII (prices and payment) and XI (miscellaneous) of the General Terms and Conditions of Business of IWO furn Service GmbH for the Use of the IWO furn System (applicable from 1 January 2008) shall apply to the use of service pack 2 eBilling accordingly.

Stuttgart, 1 January 2008