

General Terms & Conditions of pedcad foot technology GmbH, Oberkochen

General Conditions

§ 1 Scope of application

- (1) These terms of sale regulate the legal relationship between our customers and pedcad foot technology GmbH. Deviating conditions set out by the customer, which we do not explicitly accept in writing, are not binding for us, even if we do not explicitly contradict them. Other agreements, changes and subsidiary agreements require written confirmation from us.
- (2) These terms and conditions of sale shall also apply to all future business with the customer, insofar as legal transactions of a similar nature are concerned.

§ 2 Offer and order confirmation

- (1) Our offers are subject to change. The terms and conditions of the order shall be determined solely by our written order confirmation. Our documents on which the offer or the order confirmation is based, such as illustrations, drawings, and specifications regarding dimensions and weights, are generally to be understood as approximate values only, unless they are expressly defined as binding.

§ 3 Documents provided

- (1) We retain ownership of drawings, sketches, cost estimates and other documents included with our offers and order confirmations. The customer may only use them for the agreed purpose and may not reproduce them or make them available to third parties without our consent. Upon request, the documents themselves and all copies thereof must be returned to us.

§ 4 Pricing and payment conditions

- (1) Payments must always be made in EURO (€).
- (2) Our prices are ex works, excluding packaging and value added tax at the current rate. Packaging costs will be invoiced separately.
- (3) The prices we quote are based on the currently valid price list.
- (4) Payment of the purchase price must be made exclusively to the account detailed overleaf.
- (5) Payment must be made in advance.
- (6) Provided that the client is in default of payment, pedcad foot technology GmbH is entitled to charge default interest of 5% p.a. above the respective valid base interest rate (§247 German Civil Code (BGB)) for the invoice amount due. If the client is not a consumer in the sense of §13 German Civil Code (BGB), the default interest is 8% above the base rate.

§ 5 Shipping and delivery

- (1) When dispatching the goods, we may choose the means of transport and the dispatch route with the exclusion of all liability.
- (2) All risk is transferred to the buyer when the goods are handed over to the forwarding agent, haulier or customer if the goods are being picked up, but at the latest when the goods leave the factory or warehouse.
- (3) We use INCOTERMS 2000 to dispatch goods.
- (4) If no other agreements have been made, our deliveries are ex works plus the applicable value added tax at the time of delivery. Packaging is selected and invoiced at our discretion.

§ 6 Retention of ownership

- (1) We reserve the right of ownership of the delivered item until all claims arising from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to it. We are entitled to take back the purchased item if the customer acts in breach of contract.
- (2) As long as the ownership has not yet been transferred to the customer, the customer is obliged to treat the purchased item with care. In particular, they are obliged to insure it adequately at their own expense against theft, fire and water damage. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at their own expense. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or exposed to other third-party interventions. Insofar as

the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action in accordance with § 771 Code of Civil Procedure (ZPO), the customer shall be liable for the loss incurred by us.

- (3) Treatment, processing or remodelling of the purchased item by the customer shall always be carried out in our name and on our behalf. In this case, the expectant right of the buyer to the purchased item shall continue in the remodelled item. If the purchased item is processed with other objects not belonging to us, we shall acquire co-ownership of the new item in relation to the objective value of our purchased item to the other treated items at the time of processing. The same applies in the event of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is deemed to be agreed that the customer transfers proportional co-ownership to us and retains the resulting sole ownership or co-ownership for us. To secure our claims against the customer, the customer also assigns to us any receivables from third parties that arise for the customer as a result of the incorporation of the conditional goods in real property; we hereby accept this assignment.

§ 7 Delivery time

- (1) The delivery period begins on the day of our order confirmation, but not before all details of execution have been completely clarified.
- (2) The agreed delivery period shall be extended – regardless of our rights resulting from the delay by the buyer – by the period of time by which the buyer is in default with his obligations under this or any other contract. This applies accordingly if a delivery date has been agreed.
- (3) If we ourselves are in default, the buyer must set us a reasonable period of grace. After this period of grace has expired, the buyer may withdraw from the contract if they have not been notified that the goods are ready for dispatch by that time. Claims for damages arising from non-compliance with delivery periods or dates are excluded.
- (4) Events of force majeure entitle us to postpone delivery for the duration of the impediment and a reasonable start-up time or to withdraw from the contract with regard to the part not yet fulfilled. Events of force majeure, strikes, lock-outs and other circumstances which make delivery considerably more difficult or otherwise impossible for us are deemed to be the same, regardless of whether they occur at our premises or those of a subcontractor. The buyer can demand a declaration from us as to whether we wish to withdraw from the contract or deliver within a reasonable period. If we do not make a declaration, the buyer may withdraw. Delivery dates shall be deemed to have been met if they leave our factory on time. Partial deliveries are permissible.

§ 8 Warranty and liability

- (1) Warranty rights of the buyer presuppose that the buyer has properly fulfilled his obligations to examine the goods and make a complaint in accordance with § 377 German Commercial Code (HGB).
- (2) In the contractual relationship with registered traders, we guarantee that our products are free of defects for a period of one year. Warranty claims are always executed at the pedcad foot technology GmbH headquarters in Oberkochen.
- (3) On milling spindles, we provide a 6-month, defect-free warranty. This warranty period of 6 months also applies to milling spindles that are integrated into a machine system.
- (4) The buyer must notify us of any defects in writing within 10 days of receipt of the goods at their destination. Complaints will only be considered if the goods are still in the condition in which they were delivered. We will take back goods that we have acknowledged as defective and replace them.
- (5) Warranty claims shall not exist in the following cases: only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or wear and tear as well as damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences which are not provided for under the contract. If the customer or third parties carry out improper repair work or modifications, no warranty claims shall exist for these and their resulting consequences.
- (6) When our customers export our goods to areas outside the Federal Republic of Germany, we do not assume any liability if third-party property rights are infringed by our products.

§ 9 Returns

- (1) The return of delivered goods is only possible after consultation and agreement, and with the deduction of appropriate discounts. Custom-made products and software are generally excluded from return! A copy of the delivery note and the invoice must be enclosed with all incoming or returned goods. The costs of the return shipment are to be borne by the buyer.

§ 10 Data protection

- (1) All data necessary for conducting the business relationship are stored and processed by pedcad foot technology GmbH in accordance with the German Federal Data Protection Act.

§ 11 Place of fulfilment and jurisdiction

- (1) The place of fulfilment for all obligations arising from the contractual relationship and the place of jurisdiction for both parties to the contract is Aalen, Germany. The contractual relationship is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The law of the Federal Republic of Germany shall also apply exclusively to deliveries abroad.

§ 12 Activities

- (1) Activities performed by pedcad foot technology GmbH are divided into the areas service, work – including service and liability for software and devices – and contract milling – including software.

§ 12.1 Client services

- (1) Our services include, in particular, customer-specific software development.
- (2) pedcad foot technology GmbH is entitled to freely expand services and make improvements, and is further entitled to change or redefine services, as long as this does not result in significant changes for the client. The execution of contractual (partial) services by competent third parties is expressly permitted by pedcad foot technology GmbH. The execution of the respective services (service phases) is based on the time schedule established for the implementation of the project, otherwise at the discretion of pedcad foot technology GmbH. If pedcad foot technology GmbH realises that the detailed technical specification is faulty, incomplete, objectively not feasible, or unclear, it will inform the client as soon as possible. The client will take care of the correction and adjustment of the detailed technical specification within a reasonable period of time. The customer will reimburse pedcad foot technology GmbH separately for delays or additional expenses caused by faulty or non-existent detailed specifications or the adaptation thereof. Any agreed upon dates or deadlines will be extended accordingly.
- (3) For all services that are subsequently agreed upon, the charges are based on the hourly rates set out by pedcad foot technology GmbH that are valid at the time of the execution, taking into account the amount of time required, unless otherwise agreed upon in writing.
- (4) pedcad foot technology GmbH is entitled to make further work on a project dependent on a partial acceptance. Acceptance is considered to be tacit if the services of the subsequent service phase are not immediately contradicted in writing. Insofar as individual defects are discovered, these are to be recorded in writing and delivered immediately by pedcad foot technology GmbH. Defects that are not recorded in writing cannot be claimed later. By accepting a service phase, its result becomes the binding basis for further services.
- (5) The concrete result achieved by pedcad foot technology GmbH is based on personal, intellectual achievements. A warranty for the innovation of the idea underlying this service that goes beyond this declaration cannot be given.
- (6) From the time when full payment of all invoices has been made by the client, pedcad foot technology GmbH grants the client a simple right of use of the rendered service, unless otherwise agreed upon in writing. Any usage rights going beyond this require a written agreement or approval. If the development of programs (software) or data works/databases is owed, the customer only receives the unlimited and exclusive right of use and disposal for the entire result of the services rendered by pedcad foot technology GmbH, if this has been explicitly agreed upon in writing. The customer may not make the product accessible to third parties, neither as a whole nor in parts. The assignment or transfer of the usage rights may not take place without the consent of pedcad foot technology GmbH.
- (7) The client assures pedcad foot technology GmbH that the material handed over for development is not subject to patents, trademarks, copyrights, licences or other protective rights of third parties. In this regard, the customer indemnifies pedcad foot technology GmbH from all claims resulting from the use of third-party property rights or from a violation of such rights.
- (8) pedcad foot technology GmbH provides individual programming work to the best of its knowledge and ability. The acceptance of any guarantee or warranty is excluded.

- (9) The data structures of the systems owned by pedcad foot technology GmbH are subject to copyright and are the property of pedcad foot technology GmbH. The conversion of measurement data into the software of other manufacturers may only be carried out with the prior explicit written permission of pedcad foot technology GmbH. This permission must be granted separately for each individual case. The following regulations apply: §§ 17–20 Act against Unfair Competition (UWG); 97–100 Act on Copyright and Related Rights (Urhg); 823, 826 German Civil Code (BGB); 3 Para. 4 Patent Act (PatG); 1 Para. 2 Utility Model Act (Gebr. MG). The software is distributed under licence only. A numbered hardlock supplied with the software serves as the software licence.

§ 12.2 Work, service and liability for software and equipment

- (1) The general provisions of the law on contracts for work and services §§631ff German Civil Code (BGB) apply.
- (2) The transfer of risk is on delivery with installation or assembly on the day of acceptance at the customer's premises or, if agreed, after a faultless trial run. If dispatch, delivery, the start or implementation of assembly or installation, takeover in the customer's own works or the trial run are delayed for reasons for which the customer is responsible or if the customer is in default of acceptance, the risk shall pass to the customer.
- (3) The warranty for pedcad hardware and pedcad software, which was developed for Windows XP, begins with the date of delivery and lasts for one (1) year, provided that no faulty operation, unauthorised intervention or gross negligence has occurred.
- (4) Of course, the pedcad software can also be used with older Windows versions, but then, however, without our warranty.
- (5) Any defects discovered must be reported in writing, and must be sufficiently concretely named and described so that an inspection of the defect is possible. Otherwise, § 377 German Commercial Code (HGB) applies.
- (6) pedcad foot technology GmbH systems may only be maintained by their employees.
- (7) The warranty for peripheral devices such as monitors, printers and/or computers corresponds to the warranty of the original manufacturer. pedcad foot technology GmbH does not assume any obligations or liability for this. We only guarantee the function of the software program system if the system and the program are operated with a PC supplied and configured by pedcad foot technology GmbH. Any subsequent change of the PC configuration will invalidate the warranty.
- (8) If the submission of a cost estimate is requested before repairs are carried out, this must be expressly stated. Costs for dispatch and packaging are to be borne by the buyer. The invoice amount for repairs is payable immediately without any deductions. Repairs, also within the scope of warranty services, are always carried out at the pedcad foot technology GmbH headquarters in Oberkochen, unless otherwise agreed in writing.
- (9) When using the paid service to test the usability of the customer's computer(s) and, if possible, to configure them on the pedcad foot technology GmbH system, no liability is assumed for any data loss or loss of functionality of the computer.
- (10) Claims for damages against pedcad foot technology GmbH as well as against their assistants and vicarious agents arising from impossibility of contract fulfilment, delay, culpa in contrahendo, positive breach of contract and unauthorised acts are excluded.
- (11) The risk and ownership of the goods shall pass to the customer when the goods are handed over to the collector. The points mentioned under § 4 come into force immediately.

§ 12.3 Assembly

- (1) These terms and conditions of assembly apply to assembly, maintenance or other services that pedcad foot technology GmbH undertakes, unless otherwise agreed upon in individual cases.
- (2) The average weekly working time is 40 hours, divided into 8.25 hours each from Monday to Thursday and 7 hours on Friday. An alternative division of the collectively agreed weekly working time is possible on special request. However, this requires prior written agreement.
- (3) The preparation, travel, waiting and overtime times, which are also considered working hours, will be invoiced to the client accordingly.
- (4) The working hours within the normal working time on a working day within the framework of the collectively agreed weekly working time are calculated according to the current rates set out by pedcad foot technology GmbH.
- (5) Overtime allowances for extra work, night shifts as well as work on Sundays and holidays are calculated according to the current allowances set out by pedcad foot technology GmbH.

- (6) For work under difficult conditions, especially in hot or cold rooms or in particularly narrow spaces, at particularly dirty assembly stations, the current pedcad foot technology GmbH rates apply. The same applies to risk and difficulty allowances for assembly work.
- (7) If the installation, maintenance or service deployment is delayed through no fault of pedcad foot technology GmbH, additional expenses such as downtime, waiting time and additional travel time – if applicable – will be charged separately.
- (8) The same shall also apply to services agreed as a lump sum.
- (9) The client has to confirm with the pedcad foot technology GmbH employees in writing the hours worked on the time sheet or the certificate of inspection. In any case, the hourly time sheets or inspection certificates filled out by the pedcad foot technology GmbH employees are the basis for the charges and are decisive for both parties.
- (10) The respective statutory value added tax shall be borne by the customer.
- (11) Travel expenses are charged for the outward and return journey from the business premises of pedcad foot technology GmbH or from the respective employee's home.
- (12) For company vehicles used, the contractor's current charge rate shall be charged per kilometre driven.
- (13) Participation and client services
 - 1. The customer shall support the personnel in carrying out the installation at his own expense.
 - 2. The customer must take the necessary measures for the protection of persons and property at the site of installation. They shall inform the supervisor of existing special safety regulations, insofar as these are of importance to the installation personnel. Should the installation personnel violate these safety regulations, the client is obliged to inform pedcad foot technology GmbH immediately.
 - 3. The customer is obliged to provide the following technical assistance at their own expense, in particular to:
 - a) Providing suitable skilled or unskilled workers, if necessary, who follow the instructions of the duty manager, but for whom pedcad foot technology GmbH accepts no liability
 - b) Executing all necessary structural and technical work
 - c) Providing the necessary devices and heavy tools such as lifting gear, scaffolding etc. and the necessary materials such as lubricants, seals, documents, etc.
 - d) Providing power connections or extraction including all other necessary connections
 - e) Accommodating the installation personnel in suitable, theft-proof work and/or recreation rooms as well as providing necessary, dry and lockable rooms to store tools brought along by the installation personnel. This technical assistance provided by the customer must ensure that assembly can be started immediately after the arrival of the assembly personnel and can be carried out without any delay until acceptance by the customer. Insofar as special plans or instructions are necessary for the execution of the installation, these must be made available by the customer in good time. If the customer violates these obligations, the contractor is entitled to stop the work and to claim the resulting damages. Apart from that, the legal rights and claims of pedcad foot technology GmbH remain unaffected.
- (14) The customer shall be obliged to accept the installation as soon as they have been notified of its completion. Acceptance shall be carried out by the contractor or by a third party designated by the contractor.
- (15) Upon acceptance, a written record or the signature of the customer or a third party designated by the customer on the time sheet shall confirm the proper execution of the services rendered.
- (16) Acceptance shall also be deemed to be a trial commissioning.
- (17) The customer shall only be entitled to refuse acceptance if the defects they reported cancel or considerably reduce the usual or contractually stipulated use; otherwise they shall be obliged to accept the work subject to the elimination of the defects.
- (18) If the acceptance is delayed through no fault of pedcad foot technology GmbH or the installation personnel, the acceptance is considered to have taken place after two weeks after notification of the completion of the installation has been given.

§ 12.4 Software

- (1) The rules of our licensing agreement apply in particular for the use of pedcad foot technology GmbH software.
- (2) The data structures of the pedcad systems are subject to copyright and are the property of pedcad foot technology GmbH. The conversion of measurement data into the software of other manufacturers may only be carried out with the prior explicit written permission of pedcad foot technology GmbH. This permission must be granted separately for each individual case. The following regulations apply: §§ 17–20 Act against Unfair Competition (UWG); 97–100 Act on Copyright and Related Rights (Urhg); 823, 826 German Civil Code (BGB); 3 Para. 4 No. 1 Patent Act (PatG); 1 Para. 2 Utility Model Act (Gebr. MG). The software is distributed under licence only. A numbered hardlock supplied with the software serves as the software licence.
- (3) The customer undertakes to keep their system up to date annually, as far as possible. If they do not comply with this obligation, they will be charged for technical support. The remuneration is based on the price list valid at the time.
- (4) The maximum load limit for free technical support is determined at the discretion of pedcad foot technology GmbH.
- (5) Technical support is provided with the help of the netviewer software. The declarations and liability rules of netviewer AG apply accordingly.

§ 13 Final provisions

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the contract as a whole shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effect of which comes as close as possible to the economic objective which the parties to the contract had pursued with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete. §139 German Civil Code (BGB) does not apply.

Changes and amendments to these General Terms & Conditions must be made in writing to be effective.

pedcad foot technology GmbH
Heidenheimer Straße 110
73447 Oberkochen
Commercial Registry No.: 500 940, District Court Ulm

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