

Preamble:

URANO describes all enterprises affiliated in the URANO Group.

§ 1 Scope

URANO provides deliveries and services to entrepreneurs (in the meaning of § 14 BGB – *German Civil Code*) and to consumers (in the meaning of § 13 BGB) exclusively under the following General Terms and Conditions of Business of URANO. Entrepreneurs and consumers are both described hereinafter as customer. Contradictory or differing terms and conditions of business of other entrepreneurs are not accepted unless we have acknowledged them in writing as effective. The General Terms and Conditions of Business of URANO also apply to all future transactions.

§ 2 Proposals, contract conclusion and documents

(1) URANO proposals are invariably non-committal and proposals for hardware and software are with the proviso that suppliers of URANO deliver correct quantities in good time.
(2) URANO accepts proposals from ordering entities (customers) by confirming the order in writing or proposals are considered as accepted if URANO has already executed deliveries and/or services at the request of the customer but without prior written confirmation.
(3) URANO reserves the proprietary rights to all proposal documents and points out that these documents may involve copyrights which invariably remain vested with URANO. Such documents may only be used for the purposes of the respective contract. Any proposal documents no longer needed because a contract has not come into being or because the purpose of the documents has been fulfilled must be returned to URANO without special request to do so.
(4) All documents and proposals must be treated as confidential and may not be forwarded to third parties in written form or by any other verbal and/or digital means of communication. Documents additionally designated as confidential may not be made accessible to third parties without the prior written permission of URANO. Entrepreneurs are liable to the amount of the respective proposal value for all damages (lost profits, project expenditure) URANO suffers or will suffer due to conduct in breach of this regulation.

§ 3 Prices and conditions of payment for contracts without use of the webshop

The following regulations apply for contracts that do not come into being through use of the webshop set up by URANO at www.urano.de:

(1) All stated prices are understood as ex URANO registered domicile Bad Kreuznach and contain neither transport nor packaging costs, unless given otherwise from the order confirmation or invoice to the customer. URANO generally states to consumers all prices inclusive the respectively applicable VAT; this also applies for prices stated to entrepreneurs, unless shown otherwise on the order confirmation or invoice.
(2) Invoices are payable immediately purely net without deduction. The consequences of payment default are governed according to the statutory provisions.
(3) URANO only accepts non-cash payment by special prior agreement with the customer. Cheques and bills of exchange are only accepted on account of performance; non-cash payments must be communicated to URANO free of expenses.
(4) Customers may only net claims with payment claims against URANO if said claims are uncontested or established with lawful finality. Withholding rights only exist inasmuch as the counterclaims arise from the same contractual relationship.

§ 3a Prices and conditions of payment for contracts with use of the webshop

The following regulations apply for contracts that come into being through use of the webshop set up by URANO at www.urano.de:

(1) All stated prices contain neither transport nor packaging costs, unless given otherwise from the order confirmation. The shipment costs are stated separately and are shown in the confirmation message to the customer (order confirmation). URANO generally states to consumers all prices inclusive the respectively applicable VAT; this also applies for prices stated to entrepreneurs, unless shown otherwise in the order confirmation or invoice.
(2) Customers pay for ordered and confirmed goods (purchase contract) either cash in advance or cash on delivery. The customer may choose the payment type.
(3) In case of netting, the conditions given in § 3, section (4) of these General Terms and Conditions of Business apply.
(4) If a consumer effectively exercises a right to revoke the concluded contract pursuant to § 312 d para. 1 sentence 1 BGB, then the consumer must bear the cost for sending back the goods if the price of said returned goods does not exceed EUR 40 or if the price of the item is higher and the consumer has not yet performed or made a partial payment at the time of revocation, unless the delivered goods are not the goods ordered.

§ 4 Delivery times; acceptance and performance delay

(1) If the customer is in default with acceptance, then URANO is entitled to assert damage compensation claims against the debtor within the statutory framework.
(2) If URANO does not dutifully fulfil a performance obligation, then the appropriate subsequent period to perform which the customer must set to URANO shall be at least four weeks. This does not apply if a delivery was assured to a fixed point in time; in this case the subsequent period to perform shall be at least 14 days.

§ 5 Passage of risk

If at the demand of a customer that is an entrepreneur URANO consigns the sold item to a place other than the place of fulfillment, then the risk passes to the customer that is an entrepreneur as soon as URANO has delivered the purchase item to the haulage contractor, freight agent or other person charged with executing the shipment. This does not apply if URANO itself undertakes shipment of the purchase item.
If the customer that is an entrepreneur so wishes, URANO insures the goods at the customer's cost for possible transport.

§ 6 Reservation of ownership

(1) In contracts with enterprises URANO reserves ownership of the delivered goods until all present and future claims from the business relationship with the customer who is an entrepreneur are finally and fully settled. If the customer is in default with payment, URANO reserves the right to recover URANO property (goods) to secure its claims. Recovering goods does not constitute a withdrawal from the contract. URANO is entitled to realise recovered goods; the realisation proceeds will be credited to the claim against the customer. Appropriate realisation costs may be deducted.
(2) Until passage of ownership, the customer is obligated to treat the goods with care to prevent deterioration, damage or destruction of the property of URANO. If the customer fails to do this, then he must compensate URANO for the full amount of damage so incurred. The customer must inform URANO if third parties attempt to attach to the property of URANO.
(3) The customer is entitled to resell the goods within the context of orderly business. For this case the customer assigns to URANO as of knowledge of this circumstance all claims from the resale to the final invoice amount (incl. VAT) of the claim against his buyer. This applies also if the goods are processed or reworked. The customer remains entitled to collect the claim even after the assignment; however, URANO is also entitled to collect the claim itself. However, URANO will not collect the claim and disclose the assignment for as long as the customer fulfils his obligations to URANO. If the customer is in default or if application for bankruptcy proceedings is filed, URANO is expressly entitled to collect the claim itself and to disclose the assignment. The customer is obligated to disclose to URANO on first demand the name and address of his buyer, the amount of his claim and all further information necessary to enforce the claim.
(4) If URANO goods are processed or reworked, then the customer is agreed with us that this is done for URANO until the reservation of ownership extinguishes. If URANO goods are processed with other goods, then we acquire co-ownership in the end product in the ratio of the value of our

goods according to final invoice amount to the other items as at the point in time of processing. The extended URANO reservation of ownership also applies to the item so created.
(5) At the request of the customer URANO will release the collateral to which it is entitled if the realisable value of the URANO collateral exceeds the value of the collateralised claim by more than 10%. URANO has the sole and explicit right to select the collateral to be released.

§ 7 Warranty and liability

(1) If the customer is an entrepreneur, he can only assert warranty claims if he has fulfilled his examination duties pursuant to § 377 HGB (*German Commercial Code*).
(2) Service contracts
We limit liability as follows for services already performed or to be performed:
(a) For all service contract performances on the basis of labour and time (pursuant to § 611 BGB) we fundamentally exclude any warranty and/or liability whatsoever, unless URANO or its vicarious agents (pursuant to § 644 BGB) act in gross negligence or deliberately. Any possible claims of our customers against URANO are expressly limited to the respective order or project outlay. The foregoing regulations do not apply in case of injury to life, limb or health or for liability pursuant to product liability law (*Produkthaftungsgesetz*).
(b) The warranty from service contracts with entrepreneurs is limited to twelve months as from conclusion of the service.
(3) Work contracts

We limit liability as follows for contract work on the basis of time and material (pursuant to § 631 BGB) already performed or to be performed:
(a) We fundamentally exclude liability in case of minor negligence. This does not apply in cases of gross negligence or deliberate conduct on the part of URANO or its vicarious agents.
(b) Such entitlements (§ 7, section (3) (a) sentence 2 of these General Terms and Conditions of Business) are limited in contracts with entrepreneurs to the foreseeable typically occurring damages. In the absence of other indications of what damages are foreseeable and typically occur, then it is the simple value of our performance (final invoice price for the defective product and/or the defective service) if URANO or its vicarious agents have not acted deliberately.
(c) The foregoing regulations (section 3 (a) and (b)) do not apply in case of injury to life, limb or health or for liability pursuant to product liability law (*Produkthaftungsgesetz*).
(d) The customer can assert the statutory claims pursuant to § 634 BGB in case of justified and uncontested defect complaints. However, if two subsequent remedy attempts by URANO should fail, then the customer has the right to reduction or to withdraw from the contract. However, further warranty entitlements of the customer against URANO are expressly excluded.
(4) Purchase contracts
(a) The statutory warranty regulations (pursuant to § 474 BGB) apply for purchase contracts with consumers (consumer goods law).
(b) The warranty from purchase contracts pursuant to § 433 BGB with entrepreneurs is limited to twelve months as from the date of purchase.
(c) Furthermore, in purchase contracts (pursuant to § 433 BGB) the customer has the statutory entitlements against URANO in cases of justified and uncontested rethibitory defects. If URANO fails to subsequently fulfil within an appropriate period of time, the customer has the right to reduce the purchase price or to withdraw from the contract. Further warranty claims are expressly excluded.
(d) In the case of complaints due to deficiencies, the customer can assert the statutory claims for reduction and withdrawal from the contract if two subsequent fulfillment attempts by URANO have failed. The customer has no further warranty claims against URANO.

§ 8 Data loss and liability

(1) URANO expressly indicates that its customers must take precautions against data loss by carrying out data backups at regular intervals. Data backups are especially a mandatory necessity before every software execution and/or every hardware change and must be carried out by the customer.
(2) As a rule the manufacturer further develops software. URANO therefore indicates that the manufacturer regularly issues software maintenance services (updates, patches, etc.) at regular intervals for the software purchased from URANO. It is the responsibility of our customers to keep the software updated, unless something else was or is expressly agreed with URANO in writing.
(3) We are therefore only liable for data loss in cases of gross negligence or deliberate conduct in the performance of work contract services with entrepreneurs. Claims from other contract types with entrepreneurs and claims from contracts with consumers are herewith expressly excluded.

§ 9 Usage rights

(1) If URANO supplies standard software within the framework of purchase, service or work contracts with customers, then the customer receives the usage right granted by the manufacturer of the programme to the authorised user (buyer).
(2) If URANO produces or modifies software (standard and individual software), then the customer receives a non-exclusive usage right unlimited in time, unless something else was or is expressly agreed with URANO. This means that except for backup purposes the customer may not produce any copies of the programme or provide it to be used by third parties. Purchased software may only be used at one workplace, but by several users simultaneously (single place licenses), as the case may be. In case of contradictions, the usage regulations of the manufacturer apply for the respective software.
Offences against the usage right give rise to damage compensation claims of the manufacturer against the buyer and/or against the unauthorised user of software or the party possessing the software.

§ 10 Place of fulfilment and place of jurisdiction

Bad Kreuznach is agreed as place of fulfilment for contracts with entrepreneurs. Bad Kreuznach is exclusive place of jurisdiction for such contracts.

§ 11 Miscellaneous

If individual clauses of these General Terms and Conditions of Business should be or become wholly or partially invalid or null and void, this shall not render the General Terms and Conditions of Business of URANO invalid as a whole. The wholly or partially lawfully invalid or null and void clause shall be replaced by a lawfully valid clause which comes closest to the economic purpose of the wholly or partially invalid or null and void clause.