

General Terms and Conditions of FastViewer GmbH

1 General

- 1.1 These General Terms and Conditions, or any additions or extensions, shall apply exclusively to all goods and services. Delivery shall take place according to FastViewer GmbH's terms, included with the products. All product name and logos are the property of FastViewer GmbH. Product images are for illustrative purposes only and may differ from the products actually delivered.
- 1.2 Deviations from these Terms and Conditions, and additional agreements, always require our approval, and must be made in writing. The same shall apply to any waiver of the requirement of the written form.
- 1.3 Information and offers regarding the products we sell and our product descriptions are non-binding; misprints and errors reserved.
- 1.4 The Contract of Sale shall be concluded by delivery of the order confirmation on a permanent storage medium, by e-mail, by download or by silence upon product delivery. The customer acknowledges these Terms and Conditions and any other agreements made with FastViewer GmbH upon opening the original packaging or seal, or upon saving the product following receipt by e-mail or downloading it.
- 1.5 S. 312i(1) Sentence 1 nos. 1, 2 and 3 as well as S. 312i(1) Sentence 2 German Civil Code, which provide for certain obligations for contracts that are concluded electronically, shall not apply.

2 Prices and Payment Conditions

- 2.1 The prices valid at the time of the order shall apply. The currency used in the price lists and other advertising media is the Euro. Prices are exclusive of applicable value added tax (VAT), which shall be added at the statutory rate. In addition to the net price, invoices include the following additional costs: postage, transport insurance and packaging, as well as the value added tax (VAT) applicable at the time of delivery. These costs shall be paid by the buyer. We generally send packages with a value over 50.00 € via UPS or the German Postal Service. Shipments abroad shall be charged according to the expense involved.
- 2.2 Product prices may be found in the currently valid Price List.
- 2.3 For delivery on account, payment is due, without discount, within 8 days of the date of the invoice.
- 2.4 In the case of default in payment, FastViewer GmbH shall be authorized to charge default interest according to § 288 BGB (German Civil Code). For each reminder (first and second-level reminders), FastViewer GmbH shall charge a default fee in the amount of 5.00 €. After the third-level reminder, the reminder fee shall increase to 10.00 € per reminder. During a customer default FastViewer GmbH shall be authorized to refuse deliveries or services to the customer, including those covered by other contracts. FastViewer shall not be responsible for any damages resulting therefrom.

3 Reservation of Title and Assignment

- 3.1 FastViewer shall reserve title and all rights to the deliverables until full payment of all demands, including ancillary claims. FastViewer GmbH is particularly entitled to prohibit further use of the software and to demand the return of all copies, or if return is not feasible then to demand their destruction, for example in the case of withdrawal from the contract upon buyer's default in payment.
- 3.2 All of the items delivered to the buyer shall remain the property of FastViewer GmbH until the sum of all principal and ancillary claims (including future or conditional claims) arising from the contractual deliveries are paid by the buyer.
- 3.3 The buyer herewith transfers any claims against third parties arising from a further assignment or on other legal grounds (e.g., liability insurance claims) in relation to the ordered products, including all ancillary claims, to FastViewer GmbH for its security, also to the extent that the reserved goods are processed, integrated or used. In the latter case, the assignment shall include that portion of the claim value which the reserved goods bear to the whole.
- 3.4 As long as the buyer meets its payment obligations towards FastViewer GmbH, it shall be entitled to collect payments on the claims assigned to FastViewer GmbH on its own behalf and in its own name. Upon demand by FastViewer, the buyer shall inform FastViewer GmbH as to the state of the claims so assigned.
- 3.5 If the value of these securities is more than 10% above our payment claims we will, upon the customer request, release the exceeding part of our securities; we shall have the right to select the specific goods or claims to be released.

4 Warranty and Limitation of Liability

- 4.1 FastViewer GmbH may remedy defects of the deliverables (repeatedly, depending on the nature of the defect) by subsequent delivery. Should FastViewer GmbH refuse to do so, be in default, fail therein or if acceptance of the subsequent delivery to the buyer cannot be reasonably expected in an individual case, then the buyer shall be entitled to elect withdrawal from the Contract or reduction of the price (Reduction).
- 4.2 The buyer acknowledges that software programs cannot be produced error-free. FastViewer GmbH shall be bound by this warranty only for those errors in the software which significantly reduce its value or suitability for the purpose set forth in the Contract.
- 4.3 It shall be the buyer's responsibility to specify the destination for deployment of the software and the choice of suitable hardware or computer types. FastViewer GmbH provides no warranty for this.
- 4.4 The buyer shall, upon receipt and prior to further use, inspect the goods for integrity and usability for its intended purposes. Obvious defects must be reported in writing immediately upon receipt of the goods.

5 Data Protection

- 5.1 Your voluntary information is collected, processed and used by FastViewer GmbH for order processing and for its own advertising purposes. If you do not wish this and would like to make use of your right of refusal, simply write to us at: FastViewer GmbH, Datenschutzbeauftragter, Schwesterhausgasse 11, 92318 Neumarkt, Federal Republic of Germany. All personal information will, of course, be treated confidentially.
- 5.2 FastViewer GmbH takes no responsibility for the content or the data protection guidelines of other websites linking out from "www.fastviewer.com."

6 Miscellaneous

- 6.1 It is agreed that the place of performance for all mutual obligations under the Contract, including any warranty claims, shall be 92318 Neumarkt in der Oberpfalz, Germany.
- 6.2 Multiply transmitted orders via e-mail, telephone, fax, letter or other means, for whatever reason, must be clearly marked as such; otherwise, they will be filled again. In such cases, the buyer shall bear the costs incurred for multiple deliveries.

7 Limitation of liability

- 7.1 We shall be liable pursuant to the German Product Liability Act. We shall also be liable for damages pursuant to the statutory provisions in case of intent, gross negligence, the breach of a guarantee, or in case we are responsible for damages to life, limb, or health. In case we breach other obligations in not more than ordinary negligence, and if (i) fulfilment of these obligations is necessary for the due performance of the contract and the contract partner can usually rely on their fulfilment, or (ii) a breach of these obligations endangers the purpose of the contract, then our liability shall be limited to those damages that are foreseeable and typical for the type of contract. In all other cases our liability for damages, including liability based on tort, shall be excluded.
- 7.2 To the extent our liability is excluded or limited pursuant to Section 7.1 the same exclusions and limitations shall also apply to any personal liability of our employees, agents and representatives.

8 Jurisdiction and applicable law

- 8.1 Jurisdiction shall be in the domicile of FastViewer GmbH at 92318 Neumarkt in der Oberpfalz, Federal Republic of Germany. FastViewer GmbH is also entitled to bring an action against the user in his or her place of general jurisdiction.
- 8.2 The law of the Federal Republic of Germany shall exclusively apply, excluding the UN Convention on the Sale of Goods and excluding any references to other jurisdictions.

9 Severability Clause

- 9.1 Should individual provisions of the contract be or subsequently become legally ineffective, in whole or in part, or subsequently lose their legal effectiveness, then the validity of the remaining provisions shall not be affected thereby.
- 9.2 In place of the ineffective provision, a reasonable agreement shall apply which, as far as is legally possible, comes commercially closest to the contracting parties' original intent.

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