

General Terms and Conditions (hereafter GTC) of CONSIDEO GmbH

§1 General terms

Contracts for deliveries and services between CONSIDEO GmbH (in the following called CONSIDEO) and its customers only become effective based on the following conditions, if no other supplementary contractual terms of CONSIDEO take effect. These GTC apply to all future business also without further explicit agreement. At the latest on receipt of the goods or service the terms are considered to be accepted. Divergent conditions of the customer, which have not been explicitly acknowledged by CONSIDEO in writing, are in any case not binding. All agreements require the written confirmation by CONSIDEO in order to be binding.

§2 Placing of orders

CONSIDEO accepts orders verbally and in writing. A contract however first becomes effective with a written order confirmation. All offers made by CONSIDEO remain subject to change without notice and are not binding. Services or goods combined in an offer are only considered to belong together if this has explicitly been agreed upon.

§3 Prices

All prices stated by CONSIDEO are net prices without value added tax; the value added tax is added in the corresponding legal amount, if not the prices are stated explicitly as gross prices including value added tax stated in the corresponding legally applicable amount. Costs for special packaging and transport are - if not otherwise agreed upon - to be paid by the customer. Prices for devices do not include installation and training or possible software adaptations; neither do prices for software include installation, training or possible necessary adaptations to other hardware and/or other software. Such services must be ordered separately by the customer and are then charged extra; separately charged introduction measures inform about the most important performance features of an object of performance, without being able to replace a detailed training. For such services CONSIDEO offers the customer special service-, maintenance and training agreements.

§4 Right of Cancellation for End-Consumer

1. Right of Cancellation: In accordance with § 13 BGB (German Civil Code) end-consumer, who are using the products or services of CONSIDEO for private purposes only, have a right of withdrawal for 14 days.
2. Premature Lapse of the Right of Cancellation: In accordance with §312d Par. 3 BGB (German Civil Code), the end-consumer's right of cancellation lapses before the end of the right of cancellation period cited in the previous section, in the following cases: a) CONSIDEO has begun performing the CONSIDEO services for which the end-consumer is registered with the express consent of the end-consumer, or b) the end-consumer has initiated the CONSIDEO services for which the end-consumer is registered (e.g. by accessing the user account or using the iMODELER-Services). In addition, the end-consumer has no right to withdraw from contracts for goods manufactured to the end-consumer's specifications.
3. Consequences of Cancellation: In the event of a valid cancellation, both parties shall be obliged to restore any benefits already received in accordance with legal provisions, and issue any gains. If the end-consumer is unable or partially unable to restore the benefits, or only able to restore them in poor condition, to CONSIDEO, then the end-consumer must reimburse CONSIDEO for the corresponding value. The end-consumer must fulfill obligations for reimbursement within 30 days after dispatch of the cancellation notice.

§5 Place of jurisdiction, place of performance and application of law

For all possible disputes with CONSIDEO from a business relation or its initiation – insofar legally admissible – the head office of CONSIDEO is agreed upon as place of jurisdiction. The place of performance is the head office of CONSIDEO.

§6 Final clause, miscellaneous, partial ineffectiveness

1. Should individual items of these clauses be ineffective, this does not affect the effectiveness of the other clauses. The ineffective clause is replaced by the valid clause which in its economic effect comes closest to the clause which is not effective.
2. These GTC shall be governed by and construed in accordance with German Law, excluding international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods that have been adopted by German Law.
3. The German Version of this agreement will be used when interpreting or construing this Agreement.

Date: 23rd of April 2012