

General terms and conditions of online-trade of the company CONSIDEO GmbH (in the following called CONSIDEO).

§1 General terms

1. Contracts for deliveries and services between CONSIDEO and its customers only become effective based on the following conditions, if no other supplementary contractual terms of CONSIDEO take effect. These terms and conditions of online-trade apply to all products and services ordered online (at the online-shop of CONSIDEO - available at: www.consideo.de, www.consideo.com, www.consideo-modeler.de, www.consideo-modeler.com or www.consideo-shop.de)
2. 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 Conclusion of contract, placing of orders

1. CONSIDEO accepts orders verbally and in writing (e.g. by phone, fax, e-mail, online formular or post).
2. A contract however first becomes effective with a written order confirmation by CONSIDEO (e.g. by e-mail, fax, online formular or post), at the latest however with the fulfilment of the order by CONSIDEO.

§3 Bearing of the risk and delivery

1. CONSIDEO delivers – also in case of an explicitly conceded acceptance of the transport costs – solely at the risk of the customer; when the goods are handed over to the customer or a person executing the transport, the risk is transferred to the customer. Also in case of accidental sinking, accidental damaging or the loss of the goods, the customer must pay the purchase price in full. The place of performance is the head office of CONSIDEO. The signing of a transport insurance is at the discretion of the customer. The transport risk for the receipt of goods returned to CONSIDEO likewise lies with the customer. CONSIDEO is entitled to part deliveries, which can be invoiced separately after their execution. The writing of product manuals must be ordered separately.

§4 Delivery times

1. CONSIDEO will at all times try to meet stated or agreed upon delivery times. The delivery times mentioned by CONSIDEO are not binding. In general, the average delivery time is 3-5 working days.
2. If a binding delivery promise is exceeded by more than 4 weeks, the customer must grant CONSIDEO a respite of 4 weeks, which starts with the notification of CONSIDEO. If an agreement for a new delivery date is then not reached, the customer can withdraw from the contract upon expiration of the respite by registered mail. In this case damage claims by the customer only exist if CONSIDEO has caused damage at the customer wilfully or through gross negligence; further damage claims by the customer are - insofar legally admissible – excluded. If the customer does not immediately make use of his above mentioned rights, he has no claim from the delayed delivery.
3. The fulfillment of all payment conditions is a precondition for the software delivery.

§5 Prices, costs for services, packaging, transport and payment

1. 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.
 2. 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.
 3. Costs for special packaging and transport are - if not otherwise agreed upon - to be paid by the customer.
 4. Costs for payment are to be paid by the customer.
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§6 Fair trade (price fixing) and product availability

All kind of information concerning fair trade and product availability mentioned in the marketing materials as well as on the website and online-shop of CONSIDEO are not binding.

§7 Terms of payment

1. CONSIDEO only accepts the modes of payment mentioned and offered in the online-shop of CONSIDEO.
2. Deduction of a cash discount is subject to prior separate agreement.
3. CONSIDEO only accepts payment in advance.

§8 Reservation of ownership

Regulated by Software License Agreement of CONSIDEO

§9 Installation, setting-up operation

The customer is solely responsible for the installation of the product (e.g. software) and for the setting-up operation.

§10 Default of payment

1. Unless otherwise defined by the order confirmation, the balance is payable immediately (within 10 working days) and without deduction on receipt of the bill.
2. If the customer delays payment, CONSIDEO is entitled to charge interest in the amount of the usually calculated interest rates by commercial banks for open current account credits, at least however 10%, the interest being due immediately based on the final invoice total. In case of a proven higher interest level CONSIDEO is entitled to charge the proven interest rate. If cheques or bills of exchange of the customer are not honoured, CONSIDEO is entitled to declare the entire residual debt as due immediately also if further cheques or bills of exchange have been discounted. In this case CONSIDEO can also demand payment in advance or provision of securities for all services contractually due to the customer. CONSIDEO can also withdraw from these contracts after a suitable respite period and/or – insofar legally admissible – claim damages for non-payment.

§11 Duty to supply information

The customer is engaged to supply any changes concerning contact, billing and delivery addresses on time – until the products have been delivered. In case of nonperformance regarding the duty to supply information the customer have to bear the additional handling and shipping costs.

§12 Return of the goods/exchange

Purchase returns are only permitted with the explicit, prior consent of CONSIDEO. In principle a lump sum is charged for costs for an agreed upon return of the goods. Return shipments that arrive at CONSIDEO "unstamped" will not be accepted. In case of a wrong order from the customer, the goods must be returned to CONSIDEO "postage paid", the transport risk lies with the customer.

§13 Privacy Policy

1. For participating in activities or using services CONSIDEO asks for certain Personal Information from the user/customer. More specifically, when the user/customer completes a contact form, signs up to receive a newsletter, or downloads/orders a product/service, CONSIDEO will collect the name, company's name, primary job function, department, email and physical addresses, phone and fax number of the user/customer.
2. The data will be collected and processed for a variety of reasons, to inform the customer/user of upgrades, changes in service, special offers, newsletters, and other products and services in which the user/customer may be interested.

3. When submitting Personal Information to CONSIDEO, the customer/user understands and agrees that CONSIDEO may access, store, and use the customer profile worldwide. CONSIDEO will use the Personal Information only for that specific purpose for which the customer/user submitted such Personal Information. CONSIDEO DO NOT sell or rent any Personal Information about the user/customer to any third party without the permission of the customer/user.

4. CONSIDEO may share the Personal Information of the customer/user or other information as follows: (a) with CONSIDEO's Affiliates (an "Affiliate" within the meaning of the Privacy Policy is the CONSIDEO Corporation and any company of which more than 25% of its outstanding shares are owned by CONSIDEO directly or indirectly; (b) with CONSIDEO CERTIFIED PARTNERS and CONSIDEO PARTNERS; (c) if it is required by law, legal process or court order; (d) as may be required to respond to an inquiry, request or complaint that the customer/user have made; (e) to persons or companies that CONSIDEO engages to carry out or provide support for the operations of its business (which may include customer support services); or (f) if it is necessary to protect the personal safety, property, or interests of the customer/user, CONSIDEO users, the public, our licensors, the Services and CONSIDEO.

§14 Warranty

Regulated by the Software License Agreement of CONSIDEO.

§15 Standard-software

CONSIDEO sells software (standard-software) also as commercial goods. The customer hereby declares that he accepts the delivery- and contractual conditions of the corresponding software manufacturer or software supplier as well as the copyrights of the software manufacturer or license owner.

§16 Patents- and copyrights

Regulated by Software License Agreement of CONSIDEO.

§17 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.

§18 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. This Agreement will be governed by and construed in accordance with the laws of Germany.
3. The Software License Agreement of CONSIDEO as well as the General Terms and Conditions of CONSIDEO are integral parts of the General Terms and Conditions of Online-Trade of CONSIDEO.
4. The German Version of this agreement will be used when interpreting or construing this Agreement.

Date: 5. June 2009