A. Scope

A.1 The terms and conditions of TMG TE apply exclusively.

A.2 Conflicting or deviating conditions of the customer do not apply unless TMG TE has expressly agreed to their validity in writing.

A.3 The terms and conditions of TMG TE also apply if TMG TE carries out the order without reservation in the knowledge of conflicting or deviating conditions.

B. Offer

B.1 The offers of TMG TE are always without commitment and non-binding. Orders are only accepted if they have been confirmed in writing by TMG TE.

B.2 Unless expressly agreed in writing, TMG TE does not give any assurances of certain properties, deadlines or guarantee promises beyond those mentioned in E.

C. Terms of payment and travel expenses

C.1 The prices quoted are net without German tax, freight and insurance.

C.2 Shipping and packaging costs as well as other related taxes and fees will be invoiced separately.

C.3 Should travel time require additional working days, this will be charged at a daily rate of 1.800,- Euro.

C.4 Travel expenses will be charged on proof.

C.5 The offered prices are to be fully paid within 14 days date of receipt of invoice.

D. Execution of services

D.1 The registered office of TMG TE is the place of performance.

D.2 If, despite a prior professional examination, it only emerges in the course of the project that the execution of the order cannot be carried out or only with disproportionate effort and if the customer does not agree to a possible change request and the corresponding offer within a reasonable period, TMG TE can withdraw from the contract. In the event of TMG TE's withdrawal, the customer is not entitled to any claims for damages due to non-performance.

D.3 If software products from TMG TE or software already available at TMG TE are used in a project, these are subject to the TMG TE Software License Agreement.

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D.4 If possible, delivery takes place within the dates agreed with the customer. A specified delivery date is only binding if it has been expressly agreed as a fixed date. If the execution of the delivery is delayed due to force majeure, failure to deliver project supplies or due to events that are beyond the control of TMG TE, a fixed completion date will be extended appropriately.

E. Warranty and Limitation of Liability

E.1 The warranty period is 12 months from the date of delivery.

E.2 The only obligation of TMG TE in the event of significant defects or errors in the software that occur during the warranty period is to correct the errors. Apart from intent or gross negligence, all liability is excluded - regardless of the legal reason - especially for consequential damage.

F. Final provisions

F.1 The place of performance and place of jurisdiction for all claims and lawsuits arising from this agreement is the place of jurisdiction of TMG TE. German law applies. CISG-UNK (United Nations Convention on Contracts for the International Sale of Goods) is excluded.

F.2 The ineffectiveness of a provision of these terms and conditions has no effect on the effectiveness of the other provisions.

Appendix:

TMG TE Software License Agreement

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