

General Terms and Conditions

Foreword

A good business relationship is well regulated. With these Terms and Conditions, we, Logtronics GmbH, set the basis for our relationships.

For further information, please send an E-Mail to info@logtronics.com or simply give us a call under +43 664 8519 445.

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1. General Terms

- 1.1. The General Terms and Conditions of Logtronics GmbH, hereafter named LOGTRONICS, apply to all deliveries and services provided by LOGTRONICS to its contractual partner. They also apply to any future transactions, even if this has not been specifically stated.
- 1.2. Contractual services and offers by LOGTRONICS are provided exclusively according to the following conditions. By agreeing to these terms and conditions, the contractual partner agrees to the inclusion of said terms and conditions into any contract signed with LOGTRONICS.
- 1.3. General terms and conditions of contractual partners are not to be included in any contract between the parties involved, even if LOGTRONICS does not expressly object to their inclusion.
- 1.4. As subsidiary addition to the general terms and conditions of LOGTRONICS, the general conditions of delivery of the Austrian electricity- and electronics-industry, as well as the general conditions for software of the Austrian electronics-industry apply in their respective, up-to-date versions.
- 1.5. The obligations of LOGTRONICS apply exclusively within the limits of an order accepted by LOGTRONICS, or an order confirmation issued by LOGTRONICS and these General Terms and Conditions in the sections corresponding to the type of order.

2. Contract conclusion

- 2.1. Any offers found in brochures or other information carriers by LOGTRONICS are non-binding. By ordering wares, the contractual partner bindingly states the wish to purchase said wares.
- 2.2. Logtronics is entitled to accept offers by a contractual partner within a period of two weeks after receipt. The contract has been concluded, if LOGTRONICS has agreed to the acceptance of the offer within this period in written form – by way of mail or E-Mail – or has carried out delivery. The dispatch of the order confirmation or of the wares will suffice in this regard.

3. Subject of contract

- 3.1. Subject of contract are exclusively those wares, which have been expressly confirmed or dispatched by LOGTRONICS.
- 3.2. Diagrams, figures and any other product description – especially found in catalogues and brochures – are non-binding and do not represent any form of guarantee.

4. Prices and payment

- 4.1. If not expressly agreed upon otherwise, the prices found in the offer or in the order form apply. The
- 4.2. Payment is due, if not previously otherwise agreed upon, 14 days after receipt of invoice. The VAT is charged additionally if it has not yet been specifically itemized. We reserve the right to alter prices, especially in case of unusually high demand for rented www-pages and unlimited access.
- 4.3. Compliance with the agreed payment deadlines is an essential condition for the execution of services by LOGTRONICS. In the event of default of payment, LOGTRONICS is entitled to additionally charged any resulting expenses and costs, including costs incurred by debt collection agencies or lawyers, as well as standard bank interest.
- 4.4. In addition, in the event of default of payment, LOGTRONICS is entitled to suspend services from any written service agreements with the contractual partner until full payment or to terminate the contractual relationship with immediate effect.
- 4.5. The offsetting against outstanding debts owed to LOGTRONICS and the withholding of payments due to alleged deficiencies of the product not recognized by LOGTRONICS are excluded.
- 4.6. LOGTRONICS is entitled to terminate contracts for purchase of services and other continuing obligations by written or electronics communication with one months' notice.
- 4.7. In addition to the contractual ancillary obligations, the client also takes care to keep the status of all data required for billing (i.e. change of address) up to date.

5. Delivery

- 5.1. Unless otherwise agreed, a delivery period of three weeks from acceptance of the offer applies to all commercial goods (not so in the case of software products, see terms and conditions for software).
- 5.2. LOGTRONICS conducts delivery via Austrian mail. The delivery charge, which is to be paid for by the contracting party, is itemized on the offer and thereby accepted by the contracting party upon confirmation of the order.
- 5.3. LOGTRONICS reserves the right to adjust the estimated shipping costs to reflect the actual charges.
- 5.4. LOGTRONICS is entitled to partial services, provided that these are conducive to the fulfillment of the contract and are reasonable for the contracting party.
- 5.5. The contractual partner is not permitted to assign a claim against LOGTRONICS unless LOGTRONICS expressly agrees by way of written form.

6. Additional conditions for delivery of goods

- 6.1. Until full payment, delivered goods remain property of LOGTRONICS.

- 6.2. Unless stated differently, the period of warranty is 12 months.
- 6.3. Defects covered by warranty shall be processed at the discretion of LOGTRONICS either by repairmen or replacement. Cancellation of sale or reduction of price is only granted if, by judgement of LOGTRONICS, repairment or replacement are made impossible or only made with disproportionate effort. The warranty is voided by opening our devices or equipment as well as in case of repairs or changes made by third parties.
- 6.4. If the contractual partner withdraws from the contract for reasons LOGTRONICS is not responsible for, compensation in the amount of accrued expenses, but at least equal to 20% of the net order value shall be incurred, whereby judicial moderation right is excluded.
- 6.5. LOGTRONICS exclusively supplies commercial customers (contractual partners) who either use the purchased LOGTRONICS products themselves or resell them in any form. If such resale is made (directly or installed in a machine, building or any other place), the contracting party is in this sense a dealer of LOGTRONICS and deals with its products.

7. Additional terms concerning delivery of software

- 7.1. By ordering licensed third party software, the other party acknowledges the scope of service of these software license terms.
- 7.2. No guarantee is provided for software classified as “public domain” or “shareware”. The terms of use or licensing regulations specified by the author of the respective software must be observed.
- 7.3. For software developed by LOGTRONICS on individual basis, the scope of service is determined by a service description (system analysis) countersigned by the contracting party. The shipment includes the executable program code of the designated systems and a program description. The rights to these programs and the documentation remain with LOGTRONICS.
- 7.4. LOGTRONICS does not warrant that the supplied software (programs sequence / program structures) meets the requirements of the contractual partner and that the programs will run uninterrupted and error-free or that all software errors are rectifiable. The warranty is limited to those deficiencies that are clearly reproducible and are of a continuous or short interval (i.e. every second, every minute) nature.

8. Additional conditions concerning services

- 8.1. The use of services provided by LOGTRONICS by third parties, as well as the transfer of services by LOGTRONICS to third parties requires the express, written consent of LOGTRONICS.
- 8.2. IP connectivity to other network operators is made possible according to availability. The use of other networks is subject to the usage restrictions of the respective operators.
- 8.3. The contractual partner acknowledges the requirement to comply with the RFC1009, RFC1122, RFC1123 and RFC1250 standards. In the event of damage to LOGTRONICS or other network participants due to non-compliance with the standards stated above, LOGTRONICS reserves the right to limit connectivity until the aforementioned standards have been met. Any expenditure resulting from non-compliance with these standards shall be charged with the usual hourly rate used by LOGTRONICS.
- 8.4. The contractual partner acknowledges the requirement to comply with the network etiquette. If complaints about the contractual partner are brought to LOGTRONICS via internet, LOGTRONICS is entitled to terminate the contractual relationship with immediate effect in the event of a recurrence. Furthermore, the time required process the complaints is charged to the contractual partner using the hourly rate usually charged by LOGTRONICS at the respective time.
- 8.5. Unless otherwise expressly stated, access to network services or value added services at the locally closest point of presence is deemed agreed upon.
- 8.6. In the case of license agreements for network services, these General Terms and Conditions apply should these license agreements not already expressly provide for other provisions.
- 8.7. Any contractual parties are obliged to keep their passwords secret. For damages caused by insufficient discretion in regard to the contractual parties' passwords or by passing them on to third parties, said partner is liable.
- 8.8. The quoted prices do not include the costs of using transmission facilities up to the selected point of presence, the costs incurred at the location of the contracting party and the costs of equipment provided for exclusive use by the contractual partner at the point of presence of LOGTRONICS. Also not included are the costs that may be charged by third parties for the use of services that are reached via the connection at the point of presence.
- 8.9. LOGTRONICS conducts the offered services with the utmost care, reliability and availability. However, LOGTRONICS cannot guarantee that these services are accessible without interruption, that the desired connections can always be made, or that stored data is retained in all circumstances.
- 8.10. LOGTRONICS cannot be held liable for the content of transmitted data or for the content of data accessible through services provided by LOGTRONICS. LOGTRONICS' contractual partner commits to comply with Austrian and international regulations while using the services and data lines offered by LOGTRONICS. If the contractual partner is a reseller, it

will impose this obligation on its customers and take all reasonable measures to prevent the unlawful use of the offered services and data lines.

Logtronics reserves the right to stop the transmission of data or those services, that do not comply with Austrian law, international regulations or morality but does not commit any obligation to do so. LOGTRONICS further points out that it, as data carrier, cannot be held responsible for the content and effects of E-Mails on recipient systems.

- 8.11. LOGTRONICS refers its contractual partner expressly to the provisions of the Pornography Act, BGBl. 1950/97 in valid wording, the Prohibition Act of May 8th, 1945, StGBI 13 as amended and the relevant provisions of the Criminal Code, according to which the transmission, distribution and display of certain content is subject to legal restrictions. The contractual party commits to comply with this legislation and to assume sole responsibility towards LOGTRONICS for compliance with this legislation. The contractual party is furthermore referred to the provisions of the Telecommunications Act BGBl 1997 I/100 and the obligations of the owners of terminal equipment specified therein. The contractual partner also commits to comply with the provisions of the Telecommunications Act and relevant telecommunications standards, in particular the omission of the use of telecommunications systems for notifiable services without prior notification, services subject to a license or uses restricted by other legal provisions. The contractual partner further undertakes to indemnify LOGTRONICS against any damage otherwise caused by the data it has placed on the market, in particular by private legal action against libel, insult or credit damage (Art. 111, 115, 152 StGB), by proceeding the media law, the copyright law or because of slander and / or credit damage (§ 1330 ABGB).
- 8.12. For other services on provided hardware or software, such as installation processes, function extensions or similar, LOGTRONICS provides the agreed service in the extent possible under the technical conditions provided by the contractual party. LOGTRONICS does not warrant that all functional requirements of the contractual party can be produced from the provided components.
- 8.13. The liability for consequential damages and loss of profits, as well as the compensation for property damage in the sense of section 9 of the Product Liability Act is excluded by mutual agreement.

9. Right of withdrawal and right of return concerning distance contracts

- 9.1. The following conditions do not apply to sealed goods (audio and video recordings, software on data carriers of all kinds), which have been previously opened or whose seal has been damaged, as well as for newspapers, magazines and books. They also do not apply to goods that have been manufactured or assembled according to the specifications of the contractual partner.
- 9.2. The contractual party has the right to revoke its declaration of intent to contract conclusion within two weeks after the receipt of goods. The revocation does not have to contain a reason and must be declared in written form or by returning the goods to LOGTRONICS; to observe this deadline a timely dispatch is sufficient. This only applies to

products ordered through a LOGTRONICS web shop, but not for software or websites specifically designed for the contractual partner, as well as transactions in which an explicit declaration of intent was made (business correspondence).

- 9.3. If the right to withdrawal is exercised, the contractual partner is obliged to return the order, if the goods can be dispatched by means of parcel. The costs of the return shall be borne by the contracting party, unless the delivered goods do not correspond to the ordered goods. For returns from abroad, the contractual partner shall bear the costs regardless of the order value, provided that the delivered goods correspond to the ordered goods.
- 9.4. The contractual party shall pay compensation for any deterioration caused by the intended use of the goods. The contractual party may examine the goods carefully. The loss of value, which results in the fact that the goods can no longer be sold as "new" as a result of the use going beyond a mere test, shall be borne by the contractual partner.
- 9.5. LOGTRONICS will reimburse payments already made within 20 working days if the right of withdrawal is exercised by the contractual partner and the return of the goods has been put in effect.
- 9.6. If LOGTRONICS must bear the costs of shipment return, it will only pay those costs that the contractual partner has previously communicated and have been expressly accepted by LOGTRONICS.
- 9.7. When returning damaged or used goods, LOGTRONICS expressly reserves the right to assert claims for compensation.

10. Retention of title

- 10.1. The contractual goods remain the property of LOGTRONICS until full payment.

11. Warranty

- 11.1. The warranty period is one year, starting from the delivery of the goods.
- 11.2. In case of complaints, it is necessary that LOGTRONICS can check the date of purchase. The product should be sent to LOGTRONICS, if possible, along with a copy of the invoice. If the customer can not submit a copy of the invoice, this has no effect on the warranty claims to which he is entitled.
- 11.3. Defects concerning the contractual goods are subject to the statutory warranty provisions.
- 11.4. The contractual party is obligated to inspect the goods immediately upon delivery for damages sustained during transit and/or other obvious defects and to report these immediately to LOGTRONICS. Failure to observe this obligation has no consequences regarding the customers statutory warranty claims.
- 11.5. Warranty does not cover normal wear and tear ensued by use. If the maintenance or care instructions provided by LOGTRONICS are not followed, accessories are improperly assembled, parts are replaced or care products are used which do not conform to the high quality standard of LOGTRONICS, the warranty for defects related to the violation of the aforementioned regulations is void.
- 11.6. The contractual partner only receives guarantees in the legal sense if this has been explicitly stated by LOGTRONICS in written form.
- 11.7. The purchaser must check the goods / services immediately after delivery for defects. Obvious defects must be reported by contacting LOGTRONICS in written form immediately, but no later than one week of receipt of said goods /services. If obvious defects are not reported, not reported in a timely manner or not in accordance with form, the warranty in this regard is void.
- 11.8. Other defects must be reported to LOGTRONICS within 1 week of them coming to attention. For advertising statements or faults found in instruction manuals, LOGTRONICS is only liable to those customers who are consumers.
- 11.9. Minor defects which do not significantly reduce neither the value, nor the suitability or the usability of the product are excluded from warranty. Also excluded from the warranty is natural wear and tear.
- 11.10. LOGTRONICS is entitled to perform rectification at its discretion. This means that LOGTRONICS decides whether a defect removal or a new delivery will be made. If the rectification fails, the customer is entitled to reduce or withdraw from the contract and / or assert claim for damages. In this case, a claim for damages only exists insofar as LOGTRONICS or its legal representatives or their vicarious agents are responsible for gross negligence or intent. This limitation does not apply if through a breach of duty by LOGTRONICS, its legal representatives or vicarious agents, injury to life, limb or health has ensued. In any case, compensation is limited to negative interest. Compensation for consequential damages, in particular for loss of production, is excluded, unless this is based on intent on our part.
- 11.11. For goods sold to distributors (contractual partners reselling LOGTRONICS products in any form), the reseller is responsible for repairing the defects. This applies particularly

to costs incurred (travel costs, expenses, overnight stay costs, installation costs, working hours, diagnostic costs, tools required) during repair / diagnosis. LOGTRONICS always strives to provide dealers with the necessary spare parts as quickly as possible, as well as to assist the dealer via remote assistance mechanisms (telephone, remote maintenance) with help and advice. For a fee (see LOGTRONICS' tariff information), the dealer may order for LOGTRONICS to repair the defect.

12. Liability

- 12.1. In the event of slightly negligent breaches of contractual obligations, LOGTRONICS' liability shall be limited to foreseeable, contractually typical damages in accordance with the nature of the goods. This also applies to slightly negligent breaches of duty by legal representatives or vicarious agents of LOGTRONICS.
- 12.2. Apart from the aforementioned, LOGTRONICS shall be liable in accordance with the statutory provisions if the contractual partner asserts claim for damages based on intent or gross negligence – including intent or gross negligence on behalf of legal representatives or vicarious agents. Insofar as no gross negligent or intentional breach of duty is attributed to it, the liability of LOGTRONICS is limited to foreseeable, typically occurring average damage.
- 12.3. The limitations of liability stated above do not apply to damages resulting from injury to life, limb or health.

13. Data privacy and security

- 13.1. In accordance with the legal provisions provided by the Telecommunications Act, LOGTRONICS is entitled to store personal data for the purpose of billing. Non-personal connection data and other logs can be stored and evaluated for the protection of own and third-party computers and used to remedy technical malfunctions. Content data will neither be evaluated nor cached beyond the technically necessary minimum.
- 13.2. Neither this data, nor any content or other customer data are passed on to third parties outside of the scope of the legal requirements or the requirements for operating an internet node. In particular routing and domain information must be disclosed. The contracting party expressly agrees to this. Personal messages and data of contractual partners are not viewed.
- 13.3. LOGTRONICS takes all technically possible and known measures to protect the data stored by it. However, LOGTRONICS is not responsible if someone succeeds in illegally gaining access to this data and reusing it. The claim of damages by the contractual partner or third parties towards LOGTRONICS in such context shall be excluded by mutual agreement.
- 13.4. LOGTRONICS reserves the right to immediately and without prior notice physically and / or logically disconnect the internet from contractual partners who are under reasonable suspicion that their connection may result in network activities that are either hazardous to LOGTRONICS, other computers or illegal. The costs of recognizing and tracking the activities, the interruption of the connection and any repairs will be

charged to the contractual partner using the hourly rates normally charged by LOGTRONICS at the respective time. Liability of LOGTRONICS, also concerning third parties, due to separation from the internet is excluded in these cases.

- 13.5. LOGTRONICS is entitled to collect and process personal data of contractual partners, in particular name, academic degree, address, telephone number, E-Mail address and date of birth to the extent that this is covered by the legitimate purpose of the data processor. Customer data is stored for the purpose of planning, marketing, cost accounting and internal statistics up to a maximum of five years after the contract has been terminated. The disclosure of personal customer data is to be omitted except in cases of legal permission or legal obligation. The customer is informed that LOGTRONICS may use customer data to create a subscriber directory, in accordance with the Telecommunications Act.

14. Other conditions

- 14.1. Insofar as not legally excluded, the statutory provisions applicable between registered traders apply. For any disputes, the local jurisdiction by the court of the city of Feldkirch is agreed.
- 14.2. All notifications and declarations concerning the contractual relationship are only valid if they are made in written form and are not objected by the recipient.
- 14.3. LOGTRONICS is authorized, at its own risk, to commission other companies to provide services under the contractual relationship.

15. Additional conditions concerning resellers

- 15.1. The reseller gives his/her commitment to LOGTRONICS that the obligations assumed in the General Terms and Conditions are imposed on his/her customers and is liable to LOGTRONICS for damages resulting from violations of this obligation by its customers.

16. Final clause

- 16.1. Should individual provisions of the contract between LOGTRONICS and the contractual partner, including these General Terms and Conditions, be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions. The validity of laws that are not suppressed or supplemented by these General Terms and Conditions shall remain unaffected.