

GENERAL TERMS AND CONDITIONS OF WESTCAM DATENTECHNIK GMBH

I. Application and validity

(1) These General Terms and Conditions shall apply to all deliveries of goods, software, and data and for all services rendered separately or in connection with the delivery of goods, software, and data - whether own ones or those of third parties - on behalf of or by WESTCAM. (2) These General Terms and Condition shall also form the legal basis for all subsequent business transactions, even if they have not been agreed upon separately each time with the contract partner. (3) Any terms and conditions of the contract partner shall not apply to the subject transaction unless they have been acknowledged by WESTCAM expressly and in writing in each individual case. (4) The state of the art as well as recognised professional rules shall be complied with in the making of deliveries and the rendering of services.

II. Validity of contracts

(1) All orders and agreements shall be legally binding only if they have been confirmed in writing and duly signed by WESTCAM. Sending by e-mail shall be sufficient for adherence to written form. (2) As a matter of principle, all WESTCAM offers are subject to change and non-binding. (3) Any oral arrangements shall only be valid if they have been confirmed in writing by WESTCAM.

III. Extent of contract

(1) The extent of the services shall depend on the order confirmation or on a written specification of services confirmed by WESTCAM and by the contract partner. (2) The written specification of services shall form the basis for the creation of individual programs (CNC programs, etc.). In the creation of CNC programs, drawings or plans conforming to the applicable standards shall suffice. The specification of services shall be checked by the contract partner for correctness and completeness and shall be marked with the contract partner's note of endorsement. Any later requests for changes may lead to separate agreements concerning price and delivery date. (3) Where software programs are ordered, the principal confirms with his order that he is familiar with the extent of performance of the ordered programs.

IV. Rendering of services

(1) WESTCAM endeavours to comply with the agreed dates of performance as accurately as possible but subject to the extent possible. (2) Services may be rendered at WESTCAM's choice either by employees of WESTCAM itself or by independent third parties commissioned by WESTCAM. (3) As far as delivery and services are severable, WESTCAM may also render them in parts. (4) Unless agreed otherwise, the transport of deliveries shall happen at the contract partner's risk and expense. (5) The contract partner shall on his own initiative ensure that WESTCAM will receive in time all material necessary for performing and implementing the contract and that WESTCAM will be informed of all events and circumstances that are of importance for carrying out the order. The same shall apply to all material, events, and circumstances that become known only after WESTCAM's work has already started. Also, the contract partner shall create the organisational framework conditions for the rendering of services. (6) If the implementation of the order is prevented by the contract partner after the contract has been signed, WESTCAM may insist on performance or demand damages in the amount of the full remuneration. (7) If the order is not carried out as a result of circumstances that constitute an important reason on the part of WESTCAM, WESTCAM shall only be entitled to such part of the remuneration as corresponds to the services rendered so far. This shall apply in particular where the services rendered so far can be used by the contract partner even though the contract has been terminated.

V. Prices and payment

(1) Payments shall be made in accordance with the order confirmation. (2) Payments received without indication of their purpose shall be first allocated to reminder fees, then interest, and then to the chronologically oldest open claim. (3) A rate of 12% p.a. is agreed upon as default interest. (4) The validity, prices, and settlement modalities of WESTCAM's Service and Hotline packs can be obtained from the general hotline and from the support agreements. (5) The contract partner must not hold back payments on the grounds of incomplete total delivery, guarantee claims, or warranty claims. (6) Payments agreed upon cannot be set off against counter-claims by the contract partners unless the counterclaim has been assessed by a court. (7) The contract partner recognizes WESTCAM's right that claims may generally be assigned or sold. (8) Compliance with the agreed payment deadlines shall constitute a material condition for the performance of deliveries or services by WESTCAM. If the payment terms agreed upon are not complied with, WESTCAM may discontinue any work and delivery and rescind the contract. The services rendered by WESTCAM so far shall then be accounted for, and the contract partner shall bear these costs. Any additional claims of WESTCAM for full performance and payment as well as for damages shall remain reserved for WESTCAM. (9) With orders that comprise several units, WESTCAM may invoice after the delivery of each individual unit or service. Part invoices shall be subject to the same payment terms as have been agreed for the whole contract.

VI. Acceptance, notification of defects

(1) Deliveries and services of any kind, in particular including data provided, shall be checked by the contract partner forthwith, and written notice shall be given of any defects forthwith. (2) If the contract partner fails to check deliveries and services - in particular data - or to notify WESTCAM of defects, this shall constitute a waiver of any claims for damages caused as a result of defects. (3) Individually created software and/or adaptations of programs shall require program acceptance by the principal within 4 weeks from delivery. Where the principal has let this period of four weeks elapse without program acceptance, the delivered software shall be deemed to have been

accepted as free of defects upon the ending date of the stated period of time. Where software is used in actual operations by the principal, the software shall be deemed to have been accepted as free of defects in any case. (4) Notifications of defects shall be valid only if they are about reproducible defects and if they are given in writing and within 2 weeks from delivery or performance, and with regard to individual software within 2 weeks from acceptance of the program.

VII. Warranty

(1) The contract partner's warranty claims shall be limited to improvement, price reduction, and the supplement of any missing parts. (2) The contract partner shall not have the right to refuse acceptance, delivery, or performance on the grounds of immaterial defects. (3) There shall no warranty whatsoever for programs subsequently modified by own programmers of the contract partner or by any third party. (4) WESTCAM shall not be liable for any delays in delivery and performance as well as increases in cost that are caused by incorrect, incomplete, or subsequently modified data, information, or material provided, and WESTCAM cannot be in default as a result of these. Any resulting additional costs shall be borne by the contract partner. (5) If warranty claims are made without justification, WESTCAM may invoice to the contract partner the costs incurred at the rates respectively valid at the time. (6) The warranty period is one year from delivery.

VIII. Liability

(1) WESTCAM's liability for damage resulting from slight negligence is expressly excluded. (2) Also, any liability is excluded for any damage that is based on incorrect operation; changed operating system components, interfaces, and parameters; the use of unsuitable means of organisation and data carriers; unusual operating conditions; transport damage; lack of organisational framework conditions; and incomplete documentation. (3) The reimbursement of consequential damage and pecuniary damage, unrealized savings, loss of interest, and damage incurred through claims of third parties against WESTCAM shall be excluded in any case as far as this is legally admissible. (4) Claims for damages shall under all circumstances be subject to limitation within one year after the delivery or service has been provided. They shall be limited to the amount of the invoice for the delivery or service triggering the claim for damages.

IX. Servicing, software support

(1) Unless agreed otherwise, the contractual servicing and support work shall be carried out by WESTCAM during normal working hours and either - at WESTCAM's choice - at the location of the computer system or at the business premises of WESTCAM. If services are rendered outside normal working hours as an exception and at the principal's request, the additional costs will be charged separately.

X. Reservation of ownership

(1) WESTCAM reserves the ownership of the delivered products and of the products and developments created by working and processing until all claims now existing or occurring in the future against the contract partner have been fulfilled. (2) The reservation of ownership shall apply to any monies received by the principal as a result of the sale of the deliveries and services rendered by WESTCAM. The principal shall be under the obligation to keep these monies separate. (3) WESTCAM shall be notified immediately of any measures that might endanger the reservation of ownership. (4) The principal shall bear the costs of any intervention proceedings and of any measures of defence that WESTCAM considers to be necessary.

XI. Copyright and use

(1) All copyrights in the agreed services (programs, documentations, etc.) shall remain with WESTCAM and its licensors. (2) The principal merely acquires the right to use the software only for the hardware specified in the contract and only for simultaneous use on a number of workplaces equal to the number of licenses acquired. (3) The present contract merely grants a right of use. Any distribution by the principal is prohibited by the Urheberrechts-gesetz (Act on Copyrights). (4) Any cooperation of the principal in the creation of the software does not result in any rights being acquired beyond the use laid down in the present contract. (5) Where models, patterns etc. are adopted, WESTCAM assumes that the contract partner is the holder of the copyright.

XII. Loyalty and obligation of secrecy

(1) The contracting partners undertake to remain loyal towards each other. (2) They also undertake to keep secret any information of any kind concerning the contract partner, and not to disclose any data or documentation of any kind to unauthorized third parties. (3) This obligation must also be passed on to any third parties involved in fulfilling the mutual obligations of performance.

XIII. Miscellaneous

(1) Austrian law is agreed to apply exclusively. (2) The exclusive place of legal venue is agreed to be the competent court in A-6020 Innsbruck. (3) It is expressly agreed that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. (4) Unless stated otherwise in the order confirmation, the place of performance for all services shall be the location of WESTCAM in A-6068 Mils. (5) Should any individual provisions of a contract or of these General Terms and Conditions be or become ineffective, this shall not affect the remaining content of the contract. (6) There are no supplements or ancillary agreements to this contract. Just like any cancellation of this clause on written form, they shall be admissible and valid only in written form. (7) The contract partner expressly consents to the sending of advertising e-mails by WESTCAM to him in terms of § 107 Telekommunikationsgesetz (Act on Telecommunications).