

# General Terms and Conditions

## 1. Applicability of the General Terms and Conditions

All and any business transactions of Supanz GmbH registered under FN 318788 g (hereinafter referred to as "Supanz") are subject to the following Terms and Conditions. Such General Terms and Conditions shall be binding for all and any present and future business transactions of Supanz, irrespective of whether or not there is a reference to such General Terms and Conditions, including, but not limited to the purchase of software and the use of services by way of Online Shops.

Supanz provides to the Customer services in the area of information technology and operation of hardware and software components in accordance with the attached service and maintenance agreements (Service Level Agreements) and license agreements, which form an integral part.

## 2. Offers

Offers are not binding, unless expressly declared to be binding.

## 3. Scope of Contract and Validity

All orders and agreements are legally binding only, if executed in writing and signed by Supanz with its registered name and to the scope and extent as stated in the order confirmation. Customer's conditions of purchase are hereby excluded in respect of the present transaction and the total business relationship.

## 4. Services to be Rendered and Verification

The exact scope of the services of Supanz is determined in the respective order/contract and service and maintenance contract or license contract with the Customer. Unless agreed otherwise, Supanz renders its services during the usual business hours as well as by way of the online shop.

1. The subject of an order can be (enumeration by way of example):
  - development and implementation of organizational plans
  - macro and micro analyses
  - creation of custom-designed software
  - implementation of standard software
  - acquisition of software user licenses
  - start-up support (migration support)
  - telephone support
  - technological advisory service
  - technical advisory service
  - training
  - other services
  - licensing of standard software
2. Organizational plans and software are developed in accordance with the type and scope of the complete and binding information, supporting documents and auxiliary tools made available by the Customer. The foregoing also includes practice-oriented test data and sufficient testing facilities to be made available in time by the Customer during normal business hours at the Customer's expense. If the Customer already uses the system made available for testing in real-time, the backup of real data is the responsibility of the Customer.
3. The written description of the services to be rendered supplied by Supanz at the Customer's expense in accordance with the documents and information provided by the Customer is the basis for the creation of custom-designed programs or for services to be provided in order to reach the agreed targets. The Customer has to verify the correctness and completeness of such description of services and add thereto its consent. Demands for changes arising thereafter might result in separate agreements as to the time limits and the prices.
4. Each and every program package of custom-designed software or program adaptations and developments has to be formally accepted by the

Customer within four weeks from delivery. Such acceptance is to be confirmed by the Customer in a record to this effect (verification of the correctness and completeness on the basis of the description of services as accepted by Supanz by way of the test data made available and referred to in 4.2.). If the Customer allows such period of four weeks to lapse without acceptance of the program, such program is deemed to have been accepted as of the last day of such period of time. If the development/software is used in real-time operations, such development/software, in any event, is deemed to have been accepted. Defects, if any, i.e. non-compliance with the description of services, have to be notified to Supanz, supported by sufficient documentation; Supanz will try to repair the defect as quickly as possible. In the event of a notification in writing of a serious defect, i.e. the real-time operation cannot be started or continued, a renewed acceptance is necessary after the repairing of the defect. The Customer does not have the right to refuse the acceptance of developments/software in the event of immaterial defects.

5. When ordering standard programs, the Customer by virtue of its order confirms having knowledge of the scope of performance of the program so ordered.
6. If it becomes apparent in the course of the work that the execution of the order in conformity with the description of services is not possible factually or legally, Supanz has to inform the Customer immediately. If the Customer does not change the description of services to such an extent or does not create such conditions as to make the execution of the order possible, Supanz may refuse such execution. If such impossibility of execution is the result of a failure or a subsequent change of the description of services by the Customer, Supanz may rescind the order. All and any costs and expenses having arisen from the activities of Supanz as well as dismantling costs, if any, are to be refunded by the Customer.
7. The qualitative and quantitative requirements of the Customer as determined on the basis of the information made available by the Customer are the basis for the use of equipment and technologies by Supanz. If new demands of the Customer make it necessary to change the services or used technologies, Supanz will submit a corresponding offer, if requested by the Customer to do so.
8. The sending of program media, documentation, and descriptions of services to be rendered is made at the Customer's risk and expense. Insurance coverage is only contracted for upon the Customer's request.
9. Training and explanations going beyond the foregoing and requested by the Customer are billed separately. Training, as a matter of principle, is not included in the services rendered and requires a separate agreement.
10. Supanz, in his discretion, is entitled to change the equipment used in the rendering of the services, provided no negative impact upon the services is to be expected.
11. Services rendered by Supanz and used by the Customer going beyond the agreed scope of the services are to be remunerated by the Customer in accordance with personnel and non-personnel costs actually incurred, at the rates of Supanz, applicable from time to time, including but not limited to services rendered outside of the usual business hours of Supanz, the analyzing and repair of faults and defects caused by inappropriate handling and operation by the Customer and other circumstances for which Supanz is not responsible.
12. If Supanz, upon the request of the Customer, arranges for services to be rendered by third parties, such contracts, without exception, are concluded between the Customer and the respective third party. Supanz is only responsible for services rendered by Supanz.

## **5. Prices, Taxes and Government Fees**

1. All prices are in Euros without Value-added-tax. The prices only apply to the present order/contract. The prices stated are ex the seat or place of business of Supanz. The costs of program media and government fees on contracts, if any, are billed separately.
2. In case of standard programs the list prices as of the day of delivery apply. In case of other services (organizational consulting, programming, training, migration support, telephone support), the amount of work is billed at the rates applicable on the day of the rendering of such services. Increases of the amount of time forming the basis of an agreed remuneration for which Supanz is not responsible are billed according to the additional time actually incurred.
3. Travel expenses, per diems and the cost of overnight accommodation are billed at the rates applicable from time to time or according to the expenses actually incurred. The time of commuting or travel is deemed to be time of work. In addition, the costs of travel and overnight accommodation actually incurred are to be reimbursed by the customer against presentation of the invoices (copies).

## **6. Delivery Time / Time of Fulfillment**

1. Supanz aims at meeting agreed deadlines for the fulfillment (completion) as accurately as possible.
2. The deadlines aimed at can only be met, if the Customer's necessary work and documents are available in full at such times as determined by Supanz, including, but limited to the description of services as accepted by the Customer pursuant to Item 4.3. and provided, the Customer cooperates to the extent necessary.  
Supanz is not responsible for delays of delivery and for cost increases arising from incorrect, incomplete or subsequently altered data, information or documents supplied. The Customer bears the additional costs resulting from the foregoing.
3. In the event of orders which are composed of more than one unit or program, Supanz is entitled to make partial deliveries and submit partial invoices.

## **7. Payment**

1. The remuneration to be paid by the Customer and the respective terms of payment are stipulated in the respective order/contract, service or maintenance contract or license contract. The invoices, inclusive of value-added-tax, submitted by Supanz are due and payable at the latest 14 days after receipt of the invoice without any deductions and free of expenses. The terms of payment stipulated for the overall order also apply to partial invoices correspondingly.
2. In the event of orders which are composed of more than one unit (for instance, programs and/or training, realization in installments), Supanz is entitled to submit invoices after delivery of each and every single unit of service.
3. Compliance with the agreed dates of payment is an essential condition for delivery fulfillment of the contract by Supanz. In the event of non-compliance with agreed payments, Supanz is entitled to discontinue work in progress and to rescind the contract. All costs connected therewith as well as lost profits are to be borne by the Customer. In the event of installment terms, Supanz is entitled in case of a delay with the payment of two instalments to demand payment of the outstanding balance in full and to declare accepted drafts issued by the Customers due and payable.
4. The Customer is not entitled to withhold payments on the grounds of an incomplete total delivery, the raising of guarantee or warranty claims or the notification of defects.

5. Supanz is entitled at any time to make the fulfillment of his obligations dependent upon the Customer making advance payments or granting security to a reasonable extent in other form.
6. Unless otherwise agreed to a one-time remuneration is invoiced after performance of the services and a continuing remuneration is invoiced each month in advance. A payment is deemed to have been made as of the day as of which Supanz is in the position to dispose the funds. In the event of a delay in the Customer's payments, Supanz is entitled to charge statutory arrear interest for business-to-business transactions at the rate of 8% above the Basic Rate of Interest (§ 352 UGB <= Code of Business Law) as well as all necessary costs of collection. If the period of delay exceeds 14 days, Supanz is entitled to discontinue the rendering of all and any services. In addition, Supanz is entitled to declare the remuneration for all services already rendered due and payable with immediate effect, irrespective of the terms of payment originally granted, if any.
7. The setting-off of claims is only permitted in regard of counter-claims acknowledged by Supanz or determined by a court in final and definite form. The Customer has no right of retention.
8. All tax debts resulting from the contractual relationship, such as, for instance, government fees on contracts or taxes - above all, the reverse charge system (RCS) [= transfer of tax liability to the service recipient, which is valid in all EU countries] - to be withheld at source are borne by the Customer. If such taxes were claimed from Supanz, Supanz has to be defended, indemnified and held harmless by the Customer. Regarding the reverse-charge system, we reserve the right to charge additionally VAT, if and as far as we are tasked.
9. The Customer agrees to receive invoices by electronic means.

## **8. Copyright and Use**

1. Supanz and his licensors are entitled to all and any copyrights and rights of exploitation in regard of the results of their work and services (developments, programs, documentations etc.). The Customer, after payment of the agreed remuneration, is only granted the non-exclusive and non-transferable authorization to use the Software and other results of the work and services exclusively for his own purposes, for the hardware as specified in the contract and to such an extent as corresponds to the number of licenses acquired for simultaneous use on more than one workplace. The Licensee does not acquire any rights of use going beyond the foregoing. In particular, the Licensee is not entitled to duplicate the Software and the other results of the work and services (except transient and incidental duplication pursuant to § 41a Copyright Act). No rights of use going beyond such use as defined in this contract are acquired due to the participation of the Customer in the development of the Software. Any infringement of the copyright of Supanz gives rise to claims for damages; in such a case Supanz is entitled to full satisfaction.
2. The Customer is permitted to make copies for archiving and back-up purposes, provided the Software does not contain an express prohibition by the Licensor or third parties and that all copyright and proprietary information is included in the duplication without change.

## **9. Rights of Use of Software Products and of Supporting Documents**

1. The Customer is granted the non-exclusive, non-transferable and non-sub-licensable authorization to exploit the Software in unchanged form limited to the duration of the contract and to such an extent as Supanz transfers the Software to the Customer or makes it available to the Customer within the framework of the rendering of the services.
2. If software products are used in a network, a SAP-System installation number or a license is required for each simultaneous user. A license is

required for each PC, if the software products are used on "Stand-Alone-PCs".

3. If Supanz gives to the Customer software products of third parties, the licensing terms of the respective software producer have precedence of the provisions of this Item.
4. Unless agreed otherwise, no further rights in the software products are granted to the Customer. This does not affect the rights of the Customer pursuant to §§ 40(d), 40(e) Copyright Act.
5. Customer must not duplicate or distribute free of charge or against remuneration, in whatever form, all and any supporting documents, including, but not limited to the documentation of the software products.
6. The use of the "BS-S Software Proprietary Developments" of Supanz GmbH is governed by separate license contracts.

#### **10. Right of Rescission**

1. If Supanz fails to meet the agreed delivery date as a result of culpable or illegal acts for which it is solely responsible, the Customer is entitled to cancel the order by registered letter, provided essential parts of the agreed services are not been performed within a reasonable period of grace without the Customer's concomitant responsibility.
2. Force majeure, labor conflicts, natural disasters, transportation stoppages and other circumstances beyond Supanz's control relieve Supanz from its delivery obligation and allow a new determination of the agreed delivery time.
3. A cancellation by the Customer is only possible with the consent of Supanz. If Supanz agrees to the cancellation, Supanz in addition to the billing of the services rendered is entitled to bill a cancellation fee of 30% of the not yet billed order value of the total project.

#### **11. Warranty, Maintenance, Changes**

1. Complaints regarding defects are only valid, if they concern reproducible defects and, provided they are made with an accompanying written documentation within 4 weeks from delivery/rendering of the agreed services or, in the event of developments or custom-designed software, from acceptance pursuant to Item 4.4. In case of warranty, in any event repairing the defect takes precedence of a price reduction or the rescission of the contract. In the event of a justified complaint, the defects will be repaired within a reasonable period of time, subject to the Customer allowing all measures necessary for the investigation and the repairing of a defect. The presumption of defectiveness pursuant to § 924 ABGB (=Austrian General Civil Code) is excluded.
2. Corrections and additions necessary before the delivery/rendering of the agreed services due to organizational defects and defects relating to programming techniques for which Supanz is responsible, are provided by Supanz free of charge.
3. Supanz will bill for the rendering of assistance, the analyzing of faults, the repair of faults and failures, for which the Customer is responsible, as well as for other corrections, modifications and additions. This applies also to the repair of faults due to changes of the development project and programs as well as additions or other interventions by the Customer or by third parties.
4. Furthermore, Supanz does not assume any warranty for faults, failures or damages attributable to inappropriate handling, a change of system components, interfaces, and parameters, the use of unsuitable organizational material and media to the extent prescribed by Supanz, abnormal operating conditions (including, but not limited to deviations from the conditions of installation and storage, transportation damage or damage resulting from failures, delays and interruptions in the course of communication.

5. There is no warranty by Supanz for programs subsequently altered by the Customer's own programmer or by third parties.
6. If the order is for a change of or addition to an already existing program, the warranty relates to such change or addition. The warranty for the original program is thereby not re-activated.

**12. The Customer's Obligation of Cooperation and Facilitation**

1. The Customer undertakes to support all measures necessary for the services of Supanz to be rendered. The Customer also undertakes to take all measures necessary for the fulfillment of this contract and not included in the scope of services to be rendered by Supanz.
2. If the services are rendered in the premises of the Customers, the Customer has to make available free of charge, to the extent and in the quality necessary such network components, connections, electrical power supply, including over-voltage protection and emergency power supply systems, space to position the equipment, work places and infrastructure (e.g. air-conditioning) as are required for the rendering of the services of Supanz. The Customer, in any event, is responsible for compliance with the requirements of hardware operation as stipulated by the respective producer. Also, the Customer is responsible for the safety of the rooms building and, inter alia, for the protection against water, fire and the access of unauthorized persons. It is the Customer's own responsibility to provide for special safety measures in its premises (for instance, safety units). The Customer is not entitled to give instructions – of whatever kind and nature – to the staff of Supanz and has to direct all requests regarding the rendering of the services exclusively to the contact person nominated by Supanz.
3. As of the agreed points of time the Customer has to supply in the form requested by Supanz all necessary information, data, and supporting documents required by Supanz for the carrying out of the order and to assist Supanz, if requested to do so, in the problem analysis, the elimination of faults, the coordination of processing jobs and the coordination of services. Changes of work processes of the Customer, which might result in changes of the services to be rendered for the Customer, require a prior coordination with Supanz in respect of their technological and commercial impact.
4. Unless included in the scope of services to be rendered by Supanz, Customer has to provide for a network connection.
5. The Customer has the duty to treat as confidential such passwords and log-ins as are necessary for the use of the services of Supanz.
6. The Customer will additionally hold in its own safe custody such data and information as were handed over by Supanz in order for such data and information to be restored at any time in case of loss or damage.
7. The Customer has to fulfill its obligation of cooperation as of such a time as not to impede Supanz in rendering its services. The Customer has to ensure that Supanz and/or third parties instructed by Supanz will have such access to the premises of the Customer as is necessary for the rendering of the services.  
It is the Customer's responsibility that the staff of his affiliated entities or third parties engaged by the Customer, who are involved in the fulfillment of the contract, cooperate appropriately in such fulfillment.
8. If the Customer does not fulfill his obligation of cooperation at the agreed points of time or to the extent stipulated, nevertheless, the services of Supanz are deemed to have been rendered in conformity with the contract, irrespective of possible limitations. Time schedules for the rendering of the services by Supanz are extended to a reasonable extent. The Customer has to pay at the rates applicable from time to time for separate or additional expenses and/or costs arising thereby.

9. The Customer has to provide for its staff and third parties for whom it is responsible to carefully treat Supanz's equipment and technologies as well as property made available to the Customer, if any; the Customer is responsible to Supanz for any damage.
10. Unless agreed otherwise, the Customer's cooperation and facilitation is free of charge.

**13. Change Requests**

Either contracting party may at any time request changes of the scope of the services ("Change Request"). A requested change has to include a detailed description of such change, the reasons for the change, the impact on the time schedule and the costs, in order to enable the recipient of the Change Request to make an appropriate evaluation. A Change Request only becomes binding upon the valid signing by both contracting parties.

**14. Defective or Non-Conforming Performance**

1. Supanz undertakes to render the services in conformity with the contract. If Supanz is not rendering the services as of the scheduled points of time or in defective form, i.e. with essential departures from the agreed standards of quality, Supanz has the duty to start promptly with the elimination of defects and to render its services properly and free of defects within a reasonable period of time, in its discretion, either by repeating the rendering of the services or by making the necessary repairs.
2. If defects are due to the cooperation or facilitation of the Customer or to the breach of the Customer's obligations pursuant to Item 12.9, any obligation to eliminate the defects free of charge is excluded. In such an event the services rendered by Supanz, irrespective of possible limitations, are deemed to be in conformity with the contract. Supanz will eliminate such defects at the Customer's expense, if requested to do so.
3. The Customer will assist Supanz in the elimination of defects and provide all required information. The Customer has to promptly notify Supanz of defects in writing (by mail or e-mail). The Customer bears the additional costs of the elimination of faults due to late notification.
4. The stipulations of this Item apply correspondingly to deliveries by Supanz to the Customer of hardware or software products and developments by Supanz, if any. The period of warranty for such deliveries and services is 6 months.

In respect of hardware or software products and developments of third parties made available to the Customer by Supanz the respective provisions of the warranty of the producer of such products take precedence of the stipulations of this Item. Supanz retains title to hardware and software products delivered to the Customer until full payment.

**15. Contractual Penalty**

1. Supanz is obliged to meet the compliance levels and restore times, respectively, according to the priorities as stated in the service/maintenance contract. If Supanz exceeds the restore time limits as stated in the service/maintenance contract, Supanz has to pay to the Customer for each hour of exceedance or a fraction thereof contractual penalties until actual restoration (compliance) as stated in the service/maintenance contract.
2. The amount of contractual penalties referred to above is limited to 50% of the total annual remuneration. Claims for damages in excess of the foregoing, with the exception of cases of intent and gross negligence, are excluded. In the event of exceedances triggering penalties, such exceedances have to be promptly brought to the attention of Supanz in writing.
3. If Supanz cannot comply with the compliance levels and restore times as stipulated in the service/maintenance contract, because a third party (for

instance, a supplier of Supanz) is responsible for such non-compliance (for instance, the internet or data connection of a provider breaks down or hardware defects or programming faults occur for which third parties are responsible), Supanz is entitled to pass on penalty claims to the responsible third party or to seek reimbursement from such party.

**16. Liability**

1. Supanz is liable for damages in accordance with statutory provisions, if intent or gross negligence is proven. Liability in case of minor negligence is excluded. Compensation for consequential damages and losses, missed savings, loss of interest and for claims of third parties against Supanz is excluded in any event to the extent permitted by law.
2. If data back-up is expressly agreed to as a service, the liability for loss of data, in derogation of Item 16.1, is not excluded; however, such liability is limited in case of data recovery to a maximum of 10% of the of the order amount for each case and, in any event, to EUR 15.000,-- for each case. Warranty claims and claims for damages of the Customer – raised for whatever reasons - going beyond the claims stated in this contract are excluded, unless there is a mandatory liability due intent or gross negligence, such negligence to be proven by the Customer.
3. Liability for indirect damages – such as, lost profits, costs connected with an interruption of operations, loss of data or claims of third parties – are expressly excluded.
4. Claims for damages are time-barred pursuant to the statutory provisions, however, in any event after the expiration of one year from knowledge of the damage and the damaging party.
5. To the extent Supanz makes the product with the help of third parties and warranty claims and claims for damages arise in this connection against such third party Supanz assigns such claims to the Customer. In such as case the Customer will give priority to collecting its claims from such third party.
6. Cases of death and personal injuries are excluded from all limitations of liability stipulated in this contract.

**17. Loyalty**

The contracting parties undertake to abide by the principle of mutual loyalty. They will desist for 12 months from the end of the contract, also by way of third parties, from luring away and employing staff members of the other party, who worked on the realization of the orders.

The contracting party violating this undertaking has to pay flat-rate damages in the amount of one annual salary of such staff member.

**18. Staff**

If in accordance with the agreements between the contacting parties staff members of the Customer are taken over by Supanz, a separate agreement in writing is to be entered into.

**19. Data Protection, Confidentiality**

1. Supanz will comply with the provisions of the Data Protection Act and the Telecommunication Act in handling personal data and arrange for the necessary technological and organizational measures in its area of responsibility. Supanz obligates its staff members to comply with the provisions of § 15 of the Data Protection Act.
2. Supanz is not obligated to verify in accordance with the provisions of data protection whether the data processing ordered by the Customer is permitted. The Customer has to ensure that the transfer of personal data to Supanz and the processing of such data by Supanz are permitted.
3. Supanz will take all reasonable measures in order to protect the data and the information of the Customer stored at the offices of Supanz against unauthorized access by third parties. Supanz is not responsible, if



notwithstanding the foregoing third parties succeed by illegal means to obtain access to such data and information.

4. By entering into this contract the Customer agrees to data arising from this transaction also being transmitted to Supanz's sub-contractors involved in the processing of this order.

## **20. Force Majeure**

It does not constitute a breach of contract, if and when contractual obligations cannot be fulfilled in time or in conformity with the contract as a result of force majeure, such as, for instance, war, terrorism, natural disasters, fire, strike, lock-out, embargo, intervention by government authorities, disruption of the supply of electrical power, disruption of means of transportation, disruption of telecommunication networks or data lines, amendments of statutes affecting the services to be rendered after conclusion of the contract or any other unavailability of products or services.

## **21. Term of the Contract**

1. The contract enters into force upon the signing by both contracting parties and/or (in case of license agreements) with the receipt of the agreed payment and the activation of the license key and it shall run for an indefinite period of time, unless otherwise provided for in the contracts. Either party may terminate this contract by giving 6 months' notice of termination by way of a registered letter, but in no event effective before the end of the minimum term agreed to in the service/maintenance contract or license contract.
2. Either contracting party is entitled to terminate the contract prematurely with immediate effect by registered letter for an important reason. Important reasons include, but are not limited to the breach of essential contractual obligations by the other contracting party in spite of a request in writing to redress the situation threatening the termination, or an application to open bankruptcy or other insolvency proceedings against the other contracting party, the opening of such proceedings or the rejection of such an application due to the absence of sufficient assets, or the impairment or impediment of the fulfillment of contractual obligation of the other contracting party due to force majeure for more than six months.
3. In addition, Supanz is entitled to terminate the contract prematurely for an important reason, if essential parameters of the rendering of the services have changed and it is for such reason economically unreasonable for Supanz to continue the rendering of the services.
4. Upon the end of the contract the Customer has to return to Supanz without delay all the supporting documents and the documentation provided by Supanz.
5. Upon the end of the contract Supanz, if requested to do so, supports the Customer at the applicable rates in the return of the services to the Customer or to a third party nominated by the Customer.
6. Supanz emphasizes that valid contracts pass and are transferred to legal successors, if any.

## **22. Miscellaneous**

1. The invalidity or unenforceability of certain provisions of this agreement, if any, does not affect the validity of the other provisions of this agreement. In such a case the invalid or unenforceable provision is replaced by a valid or enforceable provision which from an economic point of view is as similar as possible to the invalid or unenforceable provision.
2. The contracting parties nominate in the contract knowledgeable and competent staff members who may make required decisions or arrange for such decisions to be made.
3. Amendments and additions to the contract have to be in writing. This applies also to a waiver of this requirement of form.

4. Any disposition in regard of the rights and obligations existing under the contract requires the prior consent in writing of the other contracting party. However, Supanz is entitled to transfer the contract to an affiliated entity also without the consent of the Customer.
5. Supanz is entitled to use third parties in full or in part for the fulfillment of its obligations.
6. Unless agreed otherwise, Austrian law applies exclusively to the contractual relationship; the application of the IPRG (= Act on International Private Law) and of the UN Sales Convention is also excluded, if the order is carried out abroad.  
For the resolution of disputes, if any, the exclusive territorial jurisdiction of such court as has subject-matter jurisdiction in respect of the seat of business of Supanz GmbH (in Klagenfurt am Wörthersee) is deemed to have been agreed to. In the event of sales to consumers within the meaning of the Consumer Protection Act the foregoing provisions only apply to the extent mandatory provisions of the Consumer Protection Act do not provide otherwise.
7. Only the present German version of these General Terms and Conditions is authentic and forms the basis of the contractual relationship. It is only for the convenience of international Customers that these GTC are also made available in additional languages; the respective translation is not the basis of the contract.

**23. Special Terms and Conditions for Online-Shops Purchases of Software**

1. Contracts with Supanz are exclusively entered into in the German language.
2. Before the conclusion of the order the Customer has the possibility to again review the details of its order and to correct mistaken entries, if any.
3. The contract between the Customer and Supanz is concluded
  - a. in case of the method of payment "Payment by Credit Card" upon clicking on the button "Pay Now";
  - b. in case of the method of payment "Later Payment" upon clicking on the button "Order Now" / upon the sending of the order confirmation by Supanz / upon the downloading of the software.The sending/shipping of the software in any event only takes place after payment was credited to the account of the licensor.
4. Supanz saves the data of the order of the Customer. The Customer, in turn, has the possibility to save the details of his order within the framework of the ordering procedure.
5. In the event of payment by the licensee through a payment service provider (e.g. PayPal, Paylife), the licensee may also have to accept the General Terms and Conditions of such provider.