

General Terms and Conditions

Image Access GmbH • Hatzfelder Straße 161- 163 • 42281 Wuppertal

§1 Scope

The following terms and conditions apply for all contracts which are entered into with Image Access GmbH, further herein named IAC, as selling party and any other party as purchasing party. Even if the purchasing party possesses its own General Terms and Conditions, only the General Terms and Conditions from IAC will apply. No deliveries, services or offers from IAC will fall under any other terms and conditions than those specified herein. Accepting delivery of any goods or services from IAC implies acceptance of the general terms and conditions described herein.

§2 Closing of Contracts

A contract becomes legally binding when an order confirmation has been issued by IAC. Delivery commences at the mailing date of the confirmation order and is deemed valid if the goods are shipped within the delivery time or when the possibility of shipment has been reported to the purchaser.

§3 Delivery of Goods

Delivery of goods proceeds with respect to the agreed upon delivery dates. Quality requirements and other specifications are subject to change. Any changes in the governmentally enforced legal import conditions interfering with the timely delivery of goods enable IAC to terminate the contract. Should a contract be terminated for this reason, IAC has an obligation to draft and agree upon a new contract with the purchasing party which has been adapted to the new import conditions.

§4 Delivery Dates

All shipment and/or delivery dates are subject to IAC's availability schedule. IAC will make every reasonable effort to meet any delivery date(s) quoted; however, IAC will not be liable for its failure to meet any quoted delivery date(s) or for any delay due to any unforeseen circumstances or any causes beyond IAC's control including, without prejudice to the foregoing generality, strike, lockout, riot, war, fire, acts of God, accident, failure or breakdown of parts necessary for completions, subcontractor, supplier, Buyer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order, whether valid or invalid, of any governmental body or instrumentality thereof.

If for any other reasons IAC is unable to meet delivery obligations, the purchaser has the right to apply for a four-week extension period and may then terminate the contract. All other claims by the purchaser in case of non-delivery or untimely delivery are excluded.

The mutually agreed upon delivery date is extended to such time as the purchaser is negligent in meeting his obligations to this or any other contract time table. IAC reserves all rights to the goods and services contracted with regard to any defaults by the purchaser.

§5 Prices

All price information released by IAC, including prices quoted in the order confirmations, are subject to change.

§6 Special Costs

If delivery of IAC cannot be made either immediately or within the prescribed time period and following normal delivery procedures because the purchaser has issued other instructions digressing from normal delivery procedures, IAC reserves the right to raise a fee in addition to the agreed upon sales price in an appropriate amount without being required to specifically state the amount or the reason. Shipping and packaging costs will be charged separately to the purchaser.

§7 Jurisdiction

Any agreement or transaction to which these general Terms and Conditions apply shall be deemed to have been made in Wuppertal, Germany. Any claims arising out of this agreement shall be governed by and interpreted in accordance with the applicable laws and regulations for Wuppertal, Germany.

§8 Relinquishment of Risk

The purchaser assumes all responsibilities once the goods have left the premises of IAC. IAC insures all its goods adequately, covering risks pertaining to shipping. Packaging, shipping and insurance costs incurred by IAC will be re-billed back to the purchaser.

§9 Payment Terms

Payment of all invoices may be remitted within 8 days of the invoice date at a discount of 2% or net within 20 days of the invoice date. Partial payments for partial deliveries are permitted. Payment for deliveries made outside of the European economic community are to be made in Euro (EUR) unless otherwise specified. IAC reserves the right to make the first delivery to a contractual partner after prepayment or via cash on delivery (COD) or to select another secure method of payment as desired. In case of non-payment we charge the purchaser 1% default interest for each commenced month. Payments received are credited first to outstanding accounts from previous shipments, even though the payment was intended for a specific shipment. Should the purchaser be in arrears with payments due to adverse circumstances or it is known that his credit rating is low, we have the right, according to the contract, to ship the goods only by means of COD or prepayment by the purchaser. Bills of exchange or checks are acceptable as payment. Costs for exchange rates are born by the purchaser.

§10 Reservation of Proprietary Rights

Any shipment of goods remain the property of IAC until such time as the purchaser has met all present and future obligations arising out of the business relationship with IAC, particularly any current account balances. The re-sale of IAC's goods by the purchaser is only permitted under normal business conditions. The purchaser may not in any form, for example pawn the goods or transfer the title of the goods for the purpose of securing his debts. The purchaser must meet all obligations towards us from any amounts received from the re-sale including all other secondary costs which may arise out of such business transactions.

If IAC goods are used or combined with other goods and equipment, the purchaser must transfer such property rights due to IAC and must maintain accurate business records of such activities for us.

In case of non-payment, the purchaser is obligated to make available to us the name and address of the third party acquiring the goods and he must also inform the third party of such ownership rights. If non-payment occurs, we have the right to demand the return of the goods, whereby the purchaser is held responsible for all costs incurred pertaining to the transport of the goods to our premises.

The purchaser is under obligation to inform us immediately of any demands by creditors who may have a lien on the goods and other infringements which pertain to the property of the purchaser.

If the purchaser acts in any way which endangers the contract, in particular through failure to submit payment, IAC reserves the right to reclaim its goods. Costs for the return transport are born by the purchaser. This reclamation is not a cancellation of the contract.

§11 Guarantees and Warrantees

Immediately upon receipt, the goods must be inspected by the purchaser.

The shipment is considered as accepted if the purchaser does not inform IAC in writing within 14 days after the goods have reached the purchaser, of any possible defects. If there are substantiated defects, we will exchange the defective parts with new parts, or we may, at our expense, re-work these defective parts. Guarantee work will be carried out in the factory. The purchaser bears the cost of transport from the purchaser's location to the factory.

If the re-work or the exchange is deemed not satisfactory to the purchaser, he has the right to choose the corrective action to be taken. The purchaser may hold back payments to the amount as deemed reasonable to correct the deficiencies.

All warranty claims expire after 2 years after the delivery date. IAC's warranty obligations also expire if the purchaser does not inform IAC immediately of any defects or faults, or if the purchaser should tamper with the equipment.

IAC's liabilities are always limited to the monetary value of the individual parts. Additional liabilities, especially for consequential damages, are expressly excluded.

We are not to be held responsible for the utilization of our equipment for specific purposes.

This applies also even if we have given the purchaser any advice on the application of the equipment.

§12 Changes

IAC reserves the right to make technical changes and improvements to devices, accessories, materials, software as well as to modify any published materials.

§13 Software Licensing

The purchase of IAC software provides the purchaser the sole right to use the software and the purchase of one software license entitles the purchaser to install the software on only one computer system. Third parties may have no access to this software. Changes made to IAC software by the purchaser are only allowed with the express permission of IAC.

IAC is not to be held responsible for error-free performance of the software or for the accuracy of the data contained therein. IAC is also not to be held responsible if the software does not meet the express requirements of the purchaser.

§14 Paragraph Headings

In this document, the use of paragraph headings is only facilitate reading the document and do not necessarily provide legally binding indicators of the contents of each section of the document.

§15 Severability

If any provision in these terms and conditions is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed to the fullest extent allowed by law so as to render the provision valid and enforceable, and if no such construction is possible, the invalidity or unenforceability of such provision shall not affect the other provisions of these terms and conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force.

§16 Governing Law and Jurisdiction

These terms and conditions are governed by the laws of the Federal Republic of Germany and fall under the jurisdiction of German courts.