

General Terms and Conditions of Business

for the sale and supply of organizational services, programming services and work permits of software products (B2B)

Version 2018-10

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tagged for success.

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

Buyer: the person(s), firm or company who purchases the Products from the Company;

Company: means 7iD Technologies GmbH, Graz, Austria.

Conditions: means these Standard Terms and Conditions for Sale and Service.

Contract: a contract concluded in accordance with condition 2 between the Company and the Buyer for the sale and purchase of the Products, incorporating these Conditions;

Delivery Point: the place where delivery of the Products is to take place under condition 4:

Intellectual Property Rights: shall mean any and all rights existing now or in the future under patent law, utility model law, industrial design law, semiconductor chip and mask work protection law, copyright law, database protection law, trademark law, trade secret law, unfair competition law and any and all similar proprietary rights and any and all renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide

Products: any goods that are determined by Company to be available from Company upon receipt of Buyer's order and agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them, and irrespective of whether hardware, Software, documentation, accessories, trainings, supplies, parts and upgrades).

Software: means one or more computer programs in object code format, whether stand-alone, embedded in or bundled with hardware Products, provided to Buyer under the Contract.

Specifications: means Company's technical, functional or other specifications of a Product.

Support: means hardware maintenance and repair, software updates and maintenance, training and other standard support services provided by Company.

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these conditions headings will not affect the construction of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to the Company's sales and any variation to these conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by the Managing Director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the contract. Nothing in this condition will exclude or limit a party's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Products by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Products subject to these Conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Products to the Buyer.

2.6 The Buyer must ensure that the terms of its order are complete and accurate.

2.7 Any quotation is given on the basis that no contract will come into existence until the Company dispatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of thirty (30) days only from its date or until the offered expiration date written on the quotation, provided that the Company has not previously withdrawn it.

2.8 Buyer understands and agrees that Products shall not be subject to return unless expressly agreed otherwise in the Contract.

3. DESCRIPTION

3.1 The quantity and description of the Products shall be as set out in the Company's quotation or acknowledgement of order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate description of the Products described in them. They will not form part of this Contract and this is not a sale by sample.

4. DELIVERY

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Products shall take place at the Company's place of business. For the event the Company and the Buyer have agreed on delivery contrary to this condition 4.1, the terms of such delivery shall be EXW Graz, Austria (INCOTERMS 2010).
- 4.2 Buyer will take delivery of the Products within fourteen (14) days of the Company giving it notice that the Products are ready for delivery. Buyer agrees to perform Buyer's obligations under said delivery term, including carrying out all relevant inspections for the Products and ensuring that the Products meet the Specifications and all relevant local legislation. Formal acceptance of the Products by Buyer occurs upon Delivery, and will be presumed unless Buyer demonstrates within fourteen (14) days after Delivery that one or more of the Products do not pass Specifications or Company's specifications for the Products. Any complaint has to be transmitted to the company in a written form applying conditions 15.10 and 15.11.
- 4.3 Company will attempt to meet the delivery schedule requested by the Buyer, but any dates indicated by Company in a quotation or an order acknowledgement or elsewhere for the delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 4.4 Subject to the other provisions of these conditions the Company will not be liable for any direct, indirect or consequential loss, nor for pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products nor will any delay entitle the Buyer to terminate or rescind the Contract.
- 4.5 If for any reason the Buyer will not accept delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- (A) risk in the Products will pass to the Buyer;
 - (B) the Products will be deemed to have been delivered; and
 - (C) the Company may store the Products until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.6 The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for loading the Products.
- 4.7 The Company may deliver the goods by separate instalments. Each separate instalment will be invoiced and paid for in accordance with the provisions of the Contract.
- 4.8 Each instalment will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment will entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY

- 5.1 The quantity of any consignment of Products as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery of Products unless written notice is given to the Company within fourteen (14) days of the date when the Products would in the ordinary course of events have been received according to the delivery estimate given by Company in an acknowledgement of order.
- 5.3 Any liability of the Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

6. RISK / TITLE

- 6.1 The Products are at the risk of the Buyer from the time of delivery. In the event the parties have agreed on delivery contrary to the principles of condition 4.1, then risk shall pass to Buyer on delivery to, but before loading of, the Buyer's carrier.
- 6.2 Ownership of and title to the Products shall pass to Buyer when Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (A) the Products; and
 - (B) all other sums which are or which become due to Company from Buyer on any account.
- 6.3 Until ownership of the Products has passed to the Buyer, the Buyer must:
- (A) hold the Products on a fiduciary basis as the Company's bailee;
 - (B) store the Products (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - (C) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
 - (D) maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and
 - (E) not sell or otherwise transfer any rights in the Products.

- 6.4 The Buyer's right to possession of the Products shall terminate immediately if:
- (A) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - (B) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performs any of his/its obligations under the Contract or any other contract between the Company and the Buyer. or is unable to pay its debts or the Buyer ceases to trade; or
 - (C) the Buyer encumbers or in any way charges any of the Products.
- 6.5 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.
- 6.6 The Company shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the Products in which title remains vested in the Company. For the aforementioned purpose, the Company or any of its agents or authorized representatives shall be entitled at any time and without notice to enter upon any premises in which the Products or parts thereof are installed, stored or kept, or is reasonably believed so to be.
- 6.7 Where the Company is unable to determine whether any Products are the goods in respect of which the Buyer's right to possession has terminated, the Buyer will be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.8 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 will remain in effect.

7. Price

- 7.1 The price for the Products shall be in Euro, exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage, storage devices (CDs, Streamer Tapes, etc.) and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Products.
- 7.2 Unless otherwise agreed by the Company in writing the price for the Products shall be the price set out in the Contract, or if not stipulated there, then the price set out in the Company's acknowledgement of the Buyer's purchase order.
- 7.3 Travel cost will be charged to the buyer separately according to the Austrian laws and regulations. Travelling time therefore is equal to working time.

8. PAYMENT

- 8.1 Subject to condition 8.4, payment of the price for the Products is due in EURO within thirty (14) days from the date of Company's invoice plus taxes. Company may change credit or payment terms at any time when, in Company's opinion, Buyer's financial condition, previous payment record, or the nature of Buyer's relationship with Company so warrants.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 8.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off or otherwise.
- 8.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment in accordance with the Austrian Interest Act and thereto relating regulation in force from time to time.

9. QUALITY

- 9.1 The Company warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of twelve (12) months from the date of delivery, the Products will substantially conform to their Specifications and be free from defects in material, design or workmanship.
- 9.2 The Company further warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of twelve (12) months from the date of delivery, that the Company's input to the Software will substantially conform to its

Specifications and will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the hardware and software designated by Company.

- 9.3 The Company shall not be liable for a breach of any of the warranties in conditions 9.1 or 9.2 unless:
- (A) the Buyer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within fourteen (14) days of the time when the Buyer discovers or ought to have discovered the defect; and
 - (B) the Company is given a reasonable opportunity after receiving the notice of examining such Products at their then current location, and the Buyer (if asked to do so by the Company) returns such Products to the Company's place of business for the examination to take place there.
- 9.4 The Company shall not be liable for a breach of any of the warranties in conditions 9.1 or 9.2 if:
- (A) the Buyer makes any further use of such Products after giving such notice; or
 - (B) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or (C) the Buyer or third party alters or repairs such Products without the written consent of the Company.
 - (D) the defect is due, in part or wholly, to normal wear and tear of the Products or their consumable parts;
 - (E) the defect is attributable to environmental conditions or a change in conditions that is detrimental or hazardous to Product operation;
 - (F) the defect is due to use of a superseded or altered release of any Software, to the extent such defect would have been avoided by the use of a current unaltered release of such Software.
 - (G) the defect is attributable, in part or wholly to third party hardware or third party software.
- 9.5 Company warrants neither that the operation of the Products or Software will be uninterrupted or error-free nor does it warrant that the Products or Software will operate in combinations that Buyer may select for use.
- 9.6 Subject to conditions 9.3 and 9.4, if any of the Products do not conform with any of the warranties in conditions 9.1 or 9.2 and receives from Buyer during the warranty period set forth above the Company a detailed notice of non-conformance submitted promptly upon discovery of the alleged non-conformance (and at the latest within ten (10) days from expiry of the warranty period), the Company shall at its option repair or replace such Products (or the defective part) within reasonable time or refund the price of such Products at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Products or the part of such Products which is defective to the Company. Repair shall be done at Company's location in Graz, Austria or at such other location as Company chooses. Upon Company's request, defective Products shall be made available for Company's inspection. Company shall make the final determination as to the existence and cause of any alleged defect.
- 9.7 If the Company complies with condition 9.6 it shall have no further liability for a breach of any of the warranties in conditions 9.1 or 9.2 in respect of such Products.
- 9.8 Any Products replaced will belong to the Company and any repaired or replacement Products will be guaranteed on these terms for the unexpired portion of the twelve (12) months period. Defective parts shall, as requested by Company, be delivered to Company or stored for later inspection.
- 9.9 The Buyer expressly acknowledges and agrees that the warranties operate only to the benefit of the Buyer, and that no warranties shall pass on to any subsequent owner of the Products unless otherwise authorized in writing by Company.
- 9.10 THE WARRANTIES ABOVE IN THIS CONDITION 9 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS ARE ACCORDINGLY HEREBY EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.
- 9.11 CUSTOMER EXPRESSLY AGREES THAT PRODUCTS ARE NEITHER FAULT TOLERANT NOR DESIGNED OR INTENDED FOR USE IN ANY SAFETY-CRITICAL ACTIVITY OR ANY ACTIVITY WITH A HIGH RISK FOR ENVIRONMENTAL DAMAGE, PERSONAL INJURY OR DEATH OF PERSONS. NO EXPLICIT OR IMPLICIT WARRANTY OF FITNESS FOR SUCH PURPOSE OR USE IS GIVEN.

10. SUPPORT

- 10.1 Buyer may order Support from Company's then current Support offering. Some Support (and related Products) may not be available in all countries. Orders for Support are subject to quotation in effect on the date of order.
- 10.2 Buyer expressly acknowledges that Products and Software may be subject to continuous improvement, and that Company may, at its option and against separate terms and conditions, make available updated releases of Software or other improvements to Products.
- 10.3 If Company deems necessary it may, at no additional charge, modify Products or Software to improve operation, supportability and reliability, or to meet legal requirements. Upon notice of release of an updated version of Software the Buyer shall co-operate with Company in every reasonable manner to enable an update of the Software used at the time by Buyer.

- 10.4 Relocation of Products is Buyer's responsibility. Relocation may result in additional Support charges and modified service response times. Support of Products moved to another country is subject to availability. Buyer shall give prompt notice to Company upon relocation of any Products.
- 10.5 Support does not cover any damage or failure caused by:
- (A) use of media, supplies and other products; not delivered by Company; or
 - (B) site conditions that do not conform to Company's site specifications; or
 - (C) neglect, improper use, fire or water damage, electrical disturbances, transportation by Buyer, work or modification by people other than Company employees or subcontractors, or other causes beyond Company's control; or
 - (D) inability of any products not delivered by Company in Buyer's environment to correctly process, provide or receive data, and to properly exchange data with the Products supplied by Company.
- 10.6 Buyer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Buyer files, data or programs. Buyer will have a representative present when Company provides Support services at Buyer's site. Buyer will notify Company if Products are being used in an environment, which poses a potential health hazard to Company employees or subcontractors; Company may require Buyer to maintain such Products under Company supervision.
- 10.7 Company may discontinue Products under Support or cancel Support orders upon ninety (90) days written notice. Upon one hundred eighty (180) days written notice, Company may cancel Support orders or delete Products no longer included in Company's Support offering.
- 10.8 Notwithstanding any Support possibly procured from Company, Buyer is responsible for maintaining the Products in an adequate manner, and for calibrating them in accordance with Company instructions not less than once a year.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Any and all Intellectual Property Rights used or embodied in or in connection with the Products and the related documentation shall remain with the Company or, as applicable, its third party suppliers. Buyer undertakes not to use the Company's Intellectual Property Rights and documentation relating thereto in any other manner or for any other purpose than those allowed under the Contract.
- 11.2 The Software is owned and copyrighted by the Company or its third party suppliers. Company and its third party suppliers retain all right, title and interest in the Software. Third party suppliers may protect their rights in the Software in the event of any violation of these license terms.
- 11.3 Subject to any underlying third party rights the Company hereby grants to Buyer a non-transferable, worldwide, non-exclusive License to use the Software and related materials supplied by Company in Buyer's internal use in accordance with the Contract. Any specific stipulations in the Contract contrary to this condition 11.3 shall take precedence of these license terms. In the absence of such specific stipulations specifying the applicable license, Buyer is granted a license to use one copy of the Software on one Product.
- 11.4 Buyer shall not disassemble or otherwise modify the Software without written authorization from the Company, except as permitted by law. Buyer may not copy the Software onto any public or distributed network. Company may terminate Buyer's license upon notice for breach of these license terms. Buyer must destroy all copies of the Software immediately upon notice of termination.

12. LIMITATION OF LIABILITY AND REMEDIES

- 12.1 Subject to conditions 4, 5 and 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (A) any breach of these conditions;
 - (B) any use made or resale by the Buyer of any of the Products, or of any product incorporating any of the Products; and
 - (C) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 12.2 Nothing in these conditions excludes or limits the liability of the Company for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- 12.3 All warranties, conditions and other terms implied by statute or otherwise are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 The remedies in these Conditions are the Buyer's sole and exclusive remedies for any breach by Company.
- 12.5 Subject to conditions 12.2 and 12.3:
- (A) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of a Contract shall be limited to three (3) percent of the Contract price; and
 - (B) the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
 - (C) The Company shall not be liable for any damage to property caused by the Products. Nor shall Company be liable for any damage to products manufactured by Buyer, or to products of which Company's Products form a part.

- (D) If Company incurs liability towards any third party for such damage to property as described in the preceding paragraph, Buyer shall indemnify, defend and hold Company harmless against such liability.

13. CONFIDENTIALITY

13.1 Each party shall protect and safeguard the confidential information of the other in the same manner in which it protects its own equivalent confidential, and trade secret information, but in no event less than a reasonable degree of care. This condition 13.1 imposes no obligation upon a recipient with respect to confidential information which (a) was in the recipient's possession before the disclosure; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the recipient from a third party without a duty of confidentiality; (d) is disclosed by the discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the recipient without reference to the confidential information; (f) is disclosed under operation of law; or (g) is disclosed by the Recipient with the Discloser's prior written approval.

14. FORCE MAJEURE

14.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials Provided that, if the event in question continues for a continuous period in excess of one hundred twenty (120) days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

15. GENERAL

- 15.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company. The Company may assign the Contract or any part of it to any person, firm or company.
- 15.2 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 15.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 15.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 15.6 Buyers who export, re-export or import Products or Software hereunder, assume responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. Company may suspend performance if Buyer is in violation of applicable regulations.
- 15.7 Provisions herein which by their nature extend beyond the termination of any Contract will remain in effect until properly fulfilled.
- 15.8 Except for the provisions mutually agreed in writing in the Contract, these Conditions shall constitute the entire agreement between Buyer and Company with respect to the Contract and shall supersede any previous communications, representations or agreements between the parties in the subject matter, irrespective of whether oral or written. Buyer's purchase of Products shall constitute acceptance of these Conditions, which Conditions may not be changed except by an amendment signed by an authorized representative of each party.
- 15.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of Austria, excluding its choice of laws provisions. Disputes arising under or in connection with the Contract or these Conditions (including the existence, validity or termination of the Contract or the Conditions) shall be finally settled by one arbitrator in accordance with the Rules of Arbitration and Conciliation of the International Chamber of Commerce "ICC", in the German language in Graz, Austria. The award of the arbitrator shall be final and binding upon the parties. Nothing in these Conditions shall prevent a party from seeking interim injunctive relief or such other relief as may be available subject to applicable law. It is expressly agreed that the United Nations Convention of Contract for International Sale of Goods will not apply to the Contract or to transactions processed under these Conditions.
- 15.10 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:
- (A) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
 - (B) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.

- 15.11 Communications shall be deemed to have been received:
- (A) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
 - (B) if delivered by hand, on the day of delivery;
 - (C) if sent by facsimile transmission on a working day prior to 4.00 pm. at the time of transmission and otherwise on the next working day.
- 15.12 Communications addressed to the Company shall be marked,
- (A) if the communication relates to a business transaction, for the attention of the contact person indicated in the offer or Contract, or,
 - (B) if the communication relates to any other matter, for the attention of the Managing Director.
- 15.13 The contracting parties commit themselves to mutual loyalty. They will refrain from any solicitation and employment, including through third parties, of employees who have worked on the realization of the contracts of the other contracting party during the term of the contract and 12 months after termination of the contract. The contract violating party, is obliged to pay flat-rate damages of a one year's salary of the employee.
- 15.14 Stenographical, typographical or clerical errors are subject to correction by Company.