

General Terms and Conditions (GTC) of IT Process Maps GbR

- As per: January 2012 –

1. Scope of application

- 1.1. The following General Terms and Conditions govern all goods as agreed between the contractor ("CO") - IT Process Maps GbR - and the client ("CL").
- 1.2. Target group of the products provided by IT Process Maps GbR are exclusively businesses which use these products in the framework of their professional, industrial or official business.
- 1.3. Use of the CL's Terms and Conditions is explicitly excluded unless expressly authorized in writing by the CO.
- 1.4. Should the CL reject these Terms and Conditions in all or partly, this will be deemed a rejection of the quotation and a submission of a counter offer to the CO will be required to reactivate the quotation, which the CO will be free to accept, reject or negotiate.

2. Delivery items

- 2.1. The CO supplies goods (e.g. databases or software) to the CL in the field of "development of process models for IT organizations".

3. Orders/ contracts

- 3.1. Any order the CL places in our online shop is to be understood as an offer for the conclusion of a contract. The CO can accept the offer within a period of two working days. The contract is deemed to be concluded if the CO confirms his acceptance in writing and/ or delivers the product ordered within the said period. The CO will inform the CL even in the case of a rejection of the order. In such case, any down payment the CL may have effected will immediately be refunded.
- 3.2. In order to be effective all contracts concluded between the CO and the CL must be set up at least in textual form (e.g. fax or email). As a rule, contracts are concluded through the personal signatures of both parties (written form).
- 3.3. If the CL accepts the CO's quotation with amendments, this shall be deemed a rejection of the CO's quotation and a submission of a new offer by the CL, which the CO will be free to accept, reject or negotiate. A contractual agreement will only be reached if the CO has agreed to these amendments at least in textual form.
- 3.4. The return of products and the cancellation of corresponding contracts is permitted only in exceptional cases. Any return is a gesture of goodwill and requires the consent of IT Process Maps GbR.

4. Prices

- 4.1. The agreed prices are quoted net subject to value-added tax at the rate ruling at the time of taking the order.
- 4.2. The prices quoted shall be valid with the proviso that the order data underlying the offer submitted to the customer remain unchanged after conclusion of the contract. All costs incurring from subsequent modification of the scope of the order by the customer will be billed separately.

5. Invoice, payment, reservation of title, set-off

- 5.1. Invoices are due within two weeks of receipt.

- 5.2. VAT will be shown separately on the invoices. Partial or complete absence of such data shall not affect the payability of the invoice.
- 5.3. In the case of delayed payment, the CO will be entitled to charge overdue fees.
- 5.4. In particular cases, the CO reserves the right to deliver products only against prepayment.
- 5.5. The CO reserves the title to and the rights connected with the goods until full settlement of the claims under the respective contract.
- 5.6. A set-off with another undisputed claim or a claim that has become res judicata shall not be allowed. Exercise of a retention right not covered by the present contractual relationship shall not be allowed.

6. Data privacy

- 6.1. The contractual parties undertake to maintain secret all matters which become known to them in connection with their business relationship. They are as such subject to strict secrecy by the parties.
- 6.2. The CL shall comply with the legal requirements of data protection. Any transmission of information to a third party is allowed only within the framework of existing legislation.
- 6.3. The CL shall not be allowed by any means whatsoever to reproduce or pass on documents containing secret information to a third party, neither partly nor complete, without the CO's prior consent in writing.

7. Final provisions

- 7.1. All agreements between the parties are contained in these GTC, in the related contractual documents and in the annexes attached to these documents. Further agreements do not exist.
- 7.2. If any provision of these General Terms and Conditions (GTC) is held or becomes invalid, the validity of the remaining provisions or agreements shall not be affected or impaired thereof.
- 7.3. Waiver: The terms of this agreement may be waived only in writing and no failure or delay in enforcing rights hereunder shall be construed as a waiver. The waiver by either of the parties of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.
- 7.4. Force Majeure: Either party shall be excused from fulfillment of any obligation under this agreement (other than payment obligations) only to the extent that and for so long as such performance is prevented or delayed by any cause beyond its reasonable control. In such event or cause, the obligated party shall promptly notify the other party who may extend the time of performance required to remedy such breach, to an amount equal to the time loss caused by the event.
- 7.5. The place of jurisdiction shall be the court having jurisdiction over the place of the IT Process Maps GbR's registered office.
- 7.6. The present contract and the legal relations between the contractual partners resulting thereof are subject to German law excluding UN purchasing law.

IT Process Maps GbR

Dipl.-Ing. Stefan Kempter and Dr. Andrea Kempter

Am Hoernle 7

87459 Pfronten

Germany

Tel. + 49 8363 927396

Fax + 49 8363 927703

info@it-processmaps.com

www.it-processmaps.com

© 2012 IT Process Maps GbR