



Unia GmbH General Business Conditions

13.03.2013

1. Terms of payment

- 1.1 Payments are to be made in cash immediately and without any deduction.
- 1.2 The ordering party (customer) may only set off undisputed or legally valid claims.
- 1.3 The firm accepting the order (contractor) is entitled to charge the customer interests from the due date on at the rate of the credit costs to be paid, but at least 3% over the basic interest rate of the Deutsche Bundesbank, each time plus value added tax (VAT). The right to claim for further losses is reserved.

2. Conditions for the development of software programs

2.1 Object of the contract

The contractor performs the following services for the customer according to the requirements stated in the particular order :

- a) extension and/or modification of the present software
- b) development of individual software according to the detail specification
- c) drawing up detail specifications or performance specifications
- d) advice, support and training during the installation of the software

2.2 Execution of the contract

- a) The contractor receives from the customer all the documentation, information and data necessary for the generation of the programs. This also includes a complete detail specification, as well as test data, especially for the acceptance test. The detail specification must be presented in the final and binding version at the beginning of the programming.
- b) If the contractor does also get the order to draw up the detail or performance specification, this becomes binding with the acceptance of the machine. Such individual services can be regarded as accepted, if the customer does not expressly refuse the acceptance because of a considerable fault within four weeks after the handing over of the machine.
- c) Each contracting party must indicate the other one a competent staff member who can give the necessary information for the execution of the contract and can bring about legally binding decisions.
- d) If there is any additional expenditure of working and testing time because of a later modification of the detail specification by the customer or because of any other circumstances for which the customer has to accept liability, this time is paid by the customer according to the usual rates of the contractor.



2.3 Acceptance, liability for faults

- a) The customer accepts the software program immediately after the contractor has declared its completion. The contractor has to eliminate faults discovered during the acceptance within a reasonable period and free of charge. If there is a considerable defect which makes it impossible to use the software program, the program has to be accepted once more after the remedial action. If the customer does not carry out the acceptance due to another reason than that of a considerable defect, the software program can be regarded as accepted four weeks after the completion declaration by the contractor.
- b) For faults which appear within the preclusive period of 6 months after the acceptance of a software program and which are reported in writing and without delay after discovery, the contractor is liable to remedy such faults within a reasonable time and free of charge under the exclusion of further claims. The contractor will have no liability for software programs which have been modified by the customer, even if the defect appears in a part which has not been modified.

3. Information for Export Control

The products delivered by the company UNIA GmbH include Siemens components which regulations of the EU and the EU member states and the USA may be subject.

Is a test to export to the foreign trade procedures by our customers required, the Company UNIA GmbH will draw up a list of the AL or ECCN number of the affected components on request.

The contractor (customer) of the UNIA GmbH is particularly check and verify that

- The contract for products not related to armaments, nuclear technology or weapons technology are intended;
- No undertaking or person named in the U.S. Denied Persons List (DPL) are of U.S. origin goods - are supplied software and technology;
- No parties, the list in the U.S. Warning List, U.S. Entity and the U.S. Specially Designated Nationals List, are supplied with U.S. origin without a license;
- No military consignees shall be supplied;
- Early warning notices of the competent German authorities are observed

4. Proviso

This offer (this contract, this order confirmation) or Contract is subject that the necessary Export permits are issued, and no other obstacles due to German or other export regulations exist.



5. General Terms and Conditions of Supply and Delivery for Products and Services of the Electrical Industry (ZVEI)

Additionally, the „General Terms and Conditions of Supply and Delivery for Products and Services of the Electrical Industry (ZVEI)“ as of June 2011 are binding in all respects.

In contrast to the business conditions of the ZVEI, the following is valid:

Warranty

In case of warranty, the business travel expenses, including travel, meal and lodging costs, are charged to the customer's account according to our service and starting-up operation conditions.