

Streamcraft Technologies GmbH Terms and Conditions

1. Area of Application

(1) The following Terms and Conditions are in force as long as nothing else has been agreed upon in writing, for all Streamcraft Technologies GmbH (from here on "Streamcraft Technologies") provided deliveries and services. The contract partner (in the following will be referred to as "client" or "customer") recognizes these by awarding the contract and/or by the utilization of Streamcraft Technologies services. Variant Terms and Condition cannot be enforced or utilized even when Streamcraft Technologies has not explicitly excluded them. Other arrangements, particularly warranties, modifications and sub-agreements are only in effect when Streamcraft Technologies has explicitly agreed to them in writing.

(2) The area of application of these Terms and Conditions is, if necessary, complemented by or overwritten by additional offered valid Terms and Conditions.

(3) Be explicitly advised that Streamcraft Technologies made and delivered software products and licenses can contain separate license terms which complement or substitute the Terms and Conditions.

(4) Streamcraft Technologies is entitled to the change or supplement the Terms and Conditions. Streamcraft Technologies will inform its customers about any changes in a timely manner. If a change in the Terms and Conditions is unfavorable for the customer, the client is entitled to discontinue the contractual relationship affected by the change from the point in time the change comes into effect, without having to observe the mandated period of cancellation. The right to cancel the contract, which Streamcraft Technologies advises its customers of, expires one month after the alteration has been announced.

(5) Customer purchase terms are in effect only when they do not contradict the present terms of delivery and payment.

(6) The Terms and Conditions are also valid for all future business relationships, excluding the need for a renewed explicit arrangement.

2. Offers / Contract termination / Contract Changes

(1) Offers by Streamcraft Technologies in brochures, announcements etc., are non-binding, also with regard to pricing. Especially prepared offers bind Streamcraft Technologies – as long as nothing different is agreed upon in writing – for a period of 14 days, starting from the date of the offer creation.

(2) The contract between Streamcraft Technologies and the client comes about through Streamcraft Technologies, since the customer requests and accepts the offer. The acceptance of the client request occurs either in writing, or by supplying the service or merchandize. With the making of a service request or the acceptance of delivery, the

customer agrees with the terms of delivery and payment of Streamcraft Technologies. Streamcraft Technologies is not obliged to accept an order or grant a request.

(3) Verbal agreements made by employees of Streamcraft Technologies at contract closing become valid only after they have been confirmed in writing by Streamcraft Technologies.

(4) Partial deliveries are allowed.

3. Prices

(1) Provided that nothing else has been arranged, the agreed upon prices are fixed prices.

(2) Should changes in taxes and other outside costs included in the agreed upon price occur after completion of the contract, or should they originate anew, Streamcraft Technologies is entitled to a price change in the relevant range.

4. Payment Terms

(1) In the absence of divergent written arrangements, payments are due within 14 days of statement date.

(2) The payment has to occur so that Streamcraft Technologies can have the amount at its disposal in the day of maturity. The customer carries costs of the payments. The customer is entitled to a right of retention and compensation competence only when his counterclaims are indisputable or determined to be valid.

(3) Streamcraft Technologies charges interest for late payments at the rate of 4% over the key interest rate of the European central bank, unless, the customer proves a lower damage to Streamcraft Technologies. The assertion of further damage, in particular multi-expenditures in connection with exchange rate changes and course protections, is and remains the reserved right of Streamcraft Technologies.

(4) Should the client delay payment or fails to settle his balance, Streamcraft Technologies has the right to take back the commodity, if necessary, to enter the customer's enterprise to retrieve the product. In addition, Streamcraft Technologies can prohibit the resale and removal of the delivered product. The retrieval of the product does not terminate the contract.

(5) The customer can avoid the legal consequence from paragraph 4 by providing securities in the height of the threatened payment claim.

(6) Streamcraft Technologies is entitled to resign the claims from his business connections.

(7) In case of the delay with more than one obligation the entire demands are immediately due from the customer.

5. Execution of Deliveries, Delivery Terms and Deadlines

(1) The obligation of delivery stands under the reservation of correct and timely self supply, unless, the wrong or late delivery is the fault of Streamcraft Technologies.

(2) Information on delivery times is approximate. Agreed upon timeframe of delivery begins on the date of order confirmation by Streamcraft Technologies and is only valid provided the timely clarification of all order details and timely fulfillment of all customer obligations, e.g. performing the payment.

(3) The keeping of delivery times and deadlines depends upon the time of shipment from the factory or storage. They are considered to be kept with the announcement of dispatch readiness, even if the product can not be sent on time without fault from the side of Streamcraft Technologies.

(4) Events of higher power entitle Streamcraft Technologies to postpone delivery for the duration of the impediment and to set them for another appropriate time. This is also valid if such events take place during an ongoing delay. Events of higher power are currency, trade, political and other sovereign measures, strikes, lockouts, operational disturbances that are not the fault of Streamcraft Technologies (e.g., fire, shortage of raw materials or lack of energy), impediment of the traffic routes, delays by the import dispatch and customs clearance, as well as all other circumstances that, without being caused by Streamcraft Technologies, complicate deliveries and services substantially or make them impossible. It is irrelevant whether these circumstances occur on the side of Streamcraft Technologies or a pre-supplier. If the execution of the contract becomes unreasonable for one of the contract parties, as a result of the aforementioned events, it can name this as a reason for the abolition of the contract.

(5) The customer can exercise a right to rescind because of impossibility and delay, when the holding to the contract is not to be expected of him. Client compensation claims comply with segment 9 of the Terms and Conditions.

6. Retention of Title

(1) The product remains property of Streamcraft Technologies until its purchase price is paid off in full. The customer is authorized to process and further dispose of the product within the scope of his normal business operations. In this case the customer resigns the resulting demands or surrogates to Streamcraft Technologies, since the product is, because of the absence of full payment, still in the property of Streamcraft Technologies.

(2) The customer remains entitled to draw in those by Streamcraft Technologies retired demands, provisory of the cancellation of authorization in the cases specified in section 4.4. The client is obliged to immediately disclose the cession to third parties, and to immediately hand over the information and documents necessary for the collection to Streamcraft Technologies. Should the client be forbidden by a third party to go through with cession of compensation, he must immediately inform Streamcraft Technologies, if applicable already by completion of the contract. In this case, the customer is allowed further processing of the product only with written approval by Streamcraft Technologies.

(3) If third parties claim the product in a seizure or protection conveyance is required, the customer must inform Streamcraft Technologies immediately and must

point out the Streamcraft Technologies priority rights to the third party.

7. Delivery

(1) Streamcraft Technologies determines the manner of dispatch and dispatch means, as well as the forwarding agent and carrier.

(2) All shipments, including any returns as well as any warehouse charges are at the risk and expense of the customer, unless agreed upon differently in writing.

(3) The risk is transferred onto the ordering client, as soon as the product has left our factory or warehouse.

(4) If the dispatch or the delivery is delayed by request of the customer, the danger already goes over from the day of the dispatch readiness on the customer and the product is calculated.

(5) If the product is ready to ship and its dispatch is delayed due to circumstances beyond Streamcraft Technologies' control, the risk transfers onto the customer, as soon as Streamcraft Technologies has informed him of the dispatch readiness in writing or verbally. Delivered goods are, even if they fall short, to be abated independently of existing guarantee claims.

(6) If nothing else is agreed upon, the customer carries the costs for the usual packaging. If the customer wishes a change in the usual packaging, he carries the respectful originating add-on costs.

(7) Client special shipping requests are obligatory for Streamcraft Technologies only if Streamcraft Technologies has confirmed them in writing.

(8) Streamcraft Technologies provides transport insurance only upon written request and at the expense of the customer only

8. Warranty and Notice of Defect

Streamcraft Technologies carries warranty for the product and for the absence of assured properties according to the following regulations:

(1) Defects of the product are to be registered and reported in writing promptly, at the latest 10 working days after delivery. Defects, which cannot be discovered within this period by careful examination, are to be immediately indicated and reported after discovery in writing. The notice of defect must contain a detailed to the client's best endeavors description of the defects.

(2) With a breach of examination and notice of non-conformity/warranty, the product counts as approved in view of the concerning deficiency.

(3) Streamcraft Technologies incurs warranty only in the context of the compelling legal regulations.

(4) In a warranty covered case, Streamcraft Technologies reserves the right to choose to repair defects in the product by improvements or replacement. Should the improvement

and/or replacement be unsuccessful, the customer is entitled to require the lowering of the purchase price or the cancellation of the contract.

(5) All warranty claims are voided if the customer does not immediately give Streamcraft Technologies the opportunity to convince itself of the deficiency or defect, and in particular if he does not immediately make the product of complaint or samples of it available when requested to.

(6) Streamcraft Technologies does not guarantee the suitability of the delivered software to the intended use of the client.

(7) Streamcraft Technologies carries the same warranty for improvements and replacement delivery as for the original delivery or service.

(8) The customer is not entitled to make warranty claims valid, if he has not followed the product-related regulations or recommendations. They are valid, if the deficiencies of the products or services can be led back to Streamcraft Technologies documents provided to customers or Streamcraft Technologies instructions, recommendations or other conveyed data given to the customer.

(9) Further claims to change or decrease are excluded.

9. Liability and Payment of Damages

(1) A contractual or external-contractual obligation of Streamcraft Technologies, as well as his employees and/or representatives for the substitute of damages and/or secondary damages exists only, provided that the damage can be led back to coarse negligence or intention. Nevertheless, a further compelling legal liability remains untouched. Damage claims fall under the statute of limitations within six months.

(2) The obligation to indemnify remains in the business traffic is limited to typically predictable damages. Streamcraft Technologies is not liable for secondary financial damages, in particular property damages like business interruption damage, replacement of escaped profit, claims of recourse of the customer because of claim on compensation by a third party, costs of official claim and the similar. This restriction is not valid if the damage was caused by intentional or roughly negligent action of legal representatives or leading employees.

(3) The liability for loss of data is limited to the typical restoration expenditure, which would be commenced by regular and danger-suitable preparation of backup copies.

10. Final regulations

(1) As long as nothing else is arranged, place of fulfillment for deliveries and services is the registered place of business of Streamcraft Technologies GmbH.

(2) The valid law is this of the Federal Republic of Germany, with the exception of the agreement about international purchase of goods.

(3) Legal venue for both parties is, if the customer is an independent commercial agent, Langen, Germany.

(4) These conditions contain all arrangements between the parties regarding terms of payment and supply. Verbal special agreements do not exist. Additions or changes of the conditions or individual regulations must be in written form.

(5) Should single regulations of these conditions be ineffective, the effectiveness of the remaining regulations is not thereby affected. The trifling or ineffective regulations are substituted with such effective regulations which come the closest to the economic purpose.