

General Terms of Business



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§1 General terms

- (1) The business connection between the customer and SYBERA is characterized by the exceptional quality of the software service and IT products. The customer can depend on it, that his orders are being executed with conscientiousness by the competent consultant.
- (2) Following conditions apply for all contracts and deliveries ;in so far as they are not amended with the explicit consent of SYBERA .Diverging general conditions of the customer apply only then, when SYBERA consents to them explicitly.

§2 Training

The basis for trainings are the "general training conditions" in addition to the "general terms of business" of SYBERA.

§3 Products

The basis of the bill of sale of Hardware and Software-Products are the "license regulations" and the "regulations of use" as well as the general terms of business of SYBERA.

§4 Project oriented service

- (1) The conditions of order for project oriented services are fixed in a supplemented project contract if not otherwise arranged.If no project contract is fixed, the „general terms of business" of SYBERA apply and the belonging confirmation of order is treated as a project contract.
- (2) The customer is to dispose the necessary documents and informations which are needed for the performing of the works to SYBERA, especially devices,programs and program pieces, which are linked to the project.
- (3) Customer specific changes during the project period, are newly negotiated, if not otherwise arranged.If during the project period turns out new technical knowledge, that leads to extreme changes or infeasibility of the project, is SYBERA authorized to cancel the contract.
- (4) The customer has no valid claim of publication of the source code , if not otherwise arranged. SYBERA reserves itself the right to unrestricted share of all working results, especially the usage of the working results for trainings and other commercial purposes.
- (5) SYBERA commits itself to treat the entire entrusted informations about company data, programs and projects confidential, as well as treating entrusted devices carefully and return these immediately to the customer after contract conclusion.
- (6) SYBERA takes over no liability towards the customer or a third party, for of programming services or trainings emerged damages or date delays, if not otherwise arranged in a supplemented project contract.
- (7) The customer commits himself to examine immediately the performed service.It is regarded as acceptance, if the customer does not inform SYBERA in writing as to the ascertained faults within a period of 14 days after completion. In this case there will be agreed upon an appropriate deadline to eliminate the fault.

§5 Offer and scope of supplies

- (1) The signed order of the customer is compulsory.The bill of sale is concluded, when SYBERA confirms the acceptance of the order in writing within 3 weeks or delivered the object of the purchase.
- (2) Changes to Hardware or Software products stay reserved, as far as the object of purpose is not considerably changed or the purpose of use is not restricted and the changes are reasonable for the customer.
- (3) If SYBERA gets knowledge of facts which create justified doubts to the credit standing of the customer, after the conclusion of the contract, is SYBERA entitled to ask for appropriate securities.If the customer does not supply the security within an appropriate period of time, is SYBERA entitled to withdraw from the contract.

§6 Delivery

- (1) As far as products of SYBERA are delivered or shipped, does the customer meet the expenses.Partial deliveries are permissible.The customer must fix a deadline of at least 4 weeks if SYBERA gets into default of delivery.
- (2) The period of delivery is extended appropriately with force majeure and other unforeseeable,inevitable and serious events.SYBERA is committed, within reasonable limits,to pass on immediately the necessary informations and adapt their obligation to the changed conditions.
- (3) Place of completion is the company headquarter of SYBERA.

§7 Terms of payment

- (1) The basis of the invoice total is the general obvious price ,that is the stipulated price in the project contract.The amount is invoiced to the customer after acceptance of the work, that is, after delivery, and is payable within 14 days pure net. The term of payment for training courses is regulated by the GTC of Sybera Training. With delay of payment of the customer is SYBERA entitled to ask for a monthly default interest to the amount of 3%.
- (2) Set-off rights are only permissible for the customer, when his counter claims are legally ascertained, indisputable or acknowledged by SYBERA.

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§8. Property reserve

- (1) The product stays unrestricted property of SYBERA up to the complete payment. With delay of payment of the customer is SYBERA entitled to reclaim the product after an appropriate period of time and the customer is committed to surrender the product.
- (2) The entire costs resulting from the returning and exploitation of the object of purchase bears the customer. The costs of exploitation amount to 10% of the exploitation proceeds, unless the customer proves, that lower costs arised. The proceeds are beeing credited to the customer by SYBERA after deduction of expenses and other with the bill of purchase connected claims.

§9 Guarantee

- (1) The period of warranty for Hardware products is valid for 6 months, counting from date of delivery.
- (2) If the hardware product is faulty, is SYBERA entitled either to correct the fault or to replace the product. In case of correcting the fault is SYBERA committed to bear all, for purpose of correcting the fault necessary expenditures ,particularly transportation-,road-,labour-and material costs,as far as they are not increased ,because the object of purchase was brought to another place other than the place of delivery. With failure of correcting the fault is the customer entitled, after a further attempt to correct the fault, to expect a reduction of the purchase price or of backing out of the contract.
- (3) Further claims of the customer are excluded.

§10 Liability

- (1) SYBERA takes over liability only for intention, gross negligence and violation of essential duties of contract.
- (2) As far as the liability is not excluded or restricted by SYBERA, applies this also for the personal liability of their employees, colleagues, legal representative and completion-helper. In cases of gross negligence due to simple completion helper, is SYBERA liable to replace the typical, foreseeable damage.
- (3) The legal regulations as to the weight of evidence are hereby untouched.

§11 Place of jurisdiction

- (1) Place of jurisdiction is Stuttgart.
- (2) To the contractual relationship applies exclusively the law of the Federal Republic of Germany.

§12 Legal validity

Should solitary provisions be or become ineffective, is the effectiveness of the other contents of the contract not touched.