

General Terms & Conditions

1. Scope

For contracts of Adam Technik-Recherchen (hereinafter only AT-R), owner Dipl.-Ing. (FH) Norbert Adam, with its commercial or self-employed customers, exclusively the following terms and conditions apply. They also apply to all future business relations, even if they are not expressly agreed again. Different terms of the customer, that AT-R does not expressly acknowledge, are not binding for AT-R, although AT-R does not expressly object to them. The following terms and conditions also apply, even if AT-R is performing the order of the customer without reservation in knowledge of conflicting or differing terms of the customer.

All agreements reached between AT-R and the Customer in connection with a research or consulting contract are written down in these conditions and the offer or the confirmation of AT-R. Verbal collateral agreements are not taken. Subsequent changes to the rules, including this clause shall require for their part in writing.

2. Conclusion of Contract

Offers of AT-R in brochures, advertisements etc. are - also in terms of price - not binding unless expressly agreed as binding. A contract with the customer is only concluded due to an individual offer of AT-R and acceptance by the customer or by written confirmation of AT-R after a specific request of the customer.

AT-R can accept a research or consulting order of the customer within 14 days by sending an appropriate confirmation (or the delivery of the search results within the same period). The customer is therefore bound to its order for 14 days. Where required, AT-R will get in touch with the customer before accepting the order because of a necessary containment / complement or clarification of the contract. In case of deviations from the order, the scope of the contract is decisive, that is described in the written acknowledgment of the order, if the customer does not immediately contradict the confirmation of the order, within 3 working days of receipt of the order confirmation; with timely objection of the customer, no contract is concluded.

3. Scope of services

All works in the areas of technical assistance, research, training will be conducted on the basis of information from the customer. The execution of the work is carried out with due diligence. It is pointed out that due to the wealth of information the completeness of the collected data can not be guaranteed. If the customer specify, when ordering, a charge maximum for external databases / online services or in any particular case to use sources of information (e.g. databases), only information is provided, which could be researched within the given framework.

The determination of the relevant information for the job is done in professional online databases or the Internet. An extension to other sources is possible, but requires a separate written agreement. A translation of foreign language documents that are the subject of the research or that are cited in

the research is not part of the scope.

After completion of the job - depending on the customer's request - a transfer of the combined search results by letter, fax, e-mail or on disk will be performed. Within the research or the contract stored documents and data, with regard to the very large amount of data on a regular basis, will be transmitted just as e-mail or on disk.

AT-R is entitled to partial deliveries.

4. Prices and payment

The valid list of contract prices of AT-R apply, unless in the offer or in the order confirmation individual prices are listed. Fixed rates are applicable only if expressly agreed. The client can specify a tariff maximum for external databases or in the individual case to use sources of information (e.g. databases). The charges claim of AT-R for a research arises, even if the contract research after utilization of the agreed sources does not provide objective information.

All prices are quoted in euros, plus VAT.

The invoices of AT-R are due 14 days after receipt. If payment is delayed, AT-R is entitled to claim interest on late payments in accordance with legal rules. Default of payment occurs pursuant to § 286 section 3 BGB under circumstances even without sending a reminder.

AT-R has the right to demand for large orders before launching the search or consultation at an appropriate level prepayments and / or partial payments. Hereupon AT-R will point out as early as possible, usually already in the offer or order confirmation.

5. Dates, deadlines and performance obstacles

Dates or deadlines for the provision of contractual services, which have not been expressly agreed in writing to be binding understand only as to be non-binding. An agreed processing time begins only after all the customer informations requested by AT-R are available to perform the contract.

Is for the performance of AT-R the involvement of the customer required or agreed, the processing time will be extended by the time the customer has not complied with this obligation.

In case of Delays due to

1. changes in the requirements of the customer,
2. inadequate conditions in the application environment (hardware or software problems), where they were not known or had to be known by AT-R,
3. problems with third-party products (e.g. such as software from other manufacturers),

the processing time is extended accordingly.

As far as AT-R can not deliver or can not deliver on time its contractual obligations due to a labor

dispute, force majeure or other for AT-R unavoidable circumstances, no adverse legal consequences occur for AT-R.

Changes or additions that will be mandated by the customer that have not only a minor extent, lead to the loss of validity of dates and deadlines that are based on the original contract.

6. Obligation to cooperate of the customer

The customer must provide all, for the performance of the contract, required information to AT-R in a timely and for the purpose appropriate form. If AT-R observes, that further processing of an order is dependent on additional information from the customer, it will immediately notify the customer of this. Prior to receipt of this information, the run of an agreed service period is suspended.

7. Copyright

Data and information that are submitted as part of a research contract to the customer, usually are subject to the copyright of the data provider respectively the creator of the database. The customer is responsible for compliance with the copyright laws, in particular in the points transmitting and storing itself. Where there is doubt about the scope of such rights of third parties, the customer will get in touch possibly directly with the respective owner.

8. Warranty

AT-R ensures proper implementation of the research and consulting.

The public available sources used in processing an order may not contain all the existing information. Responsibility for the truthfulness, accuracy and timeliness of information rests with the operator of the databases or websites. A liability for the completeness, correctness, accuracy and timeliness of the results will not be accepted by AT-R.

Each researched information is assigned a direct source. Reviews, comments and explanations of AT-R are labeled accordingly.

In addition incidentally the statutory provisions apply.

9. Liability

For damages resulting from the services provided, AT-R is only liable by intent or gross negligence. In cases of simple negligence, the liability is limited to a total aggregate amount of the order.

For the correctness and completeness of the retrieved information from external databases for the purpose of a search, AT-R assumes no responsibility. AT-R assumes in trademark and patent searches no liability in the event, that the result of the research results in trademark or patent disputes of the client with third parties.

10. Privacy and confidentiality

All customer information is kept strictly confidential and not disclosed to third parties. Both parties will treat particularly as confidential identified informations that become known to them under the framework of the contract confidential. Customer data is stored in machine-readable form and processed only for the purpose of the existing contractual relationship with the customer.

11. Applicable Law / Place of performance / Jurisdiction

The relationship between AT-R and the customer is governed exclusively by the laws of the Federal Republic of Germany.

Place of performance for all mutual benefits from the contract is Straubenhardt / Enzkreis.
Jurisdiction for all disputes arising from the contractual relationship is Pforzheim.

12. Salvatory Clause

If any provision of these Terms and Conditions should be void or ineffective, the other conditions remain effective. The contract partners will replace the void or ineffective provision with a valid provision that comes economically closest to the intention of the parties.

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