

**Terms & conditions of
Insoric AG, Hofwissenstrasse 12, 8260 Stein am Rhein, Switzerland
for the supply of standard software**

<p>1. Scope, definitions</p> <p>1.1. The following Standard Terms & Conditions of Business, in the version valid at the time of the order, shall apply exclusively to business relationships between Insoric AG, Hofwissenstrasse 12, 8260 Stein am Rhein, Switzerland (hereinafter "Insoric") and the customer (hereinafter the "customer"). Customer's conflicting conditions are not applicable unless Insoric expressly agrees their applicability in writing.</p> <p>1.2. The customer shall be a consumer insofar as the purpose of the delivery and service ordered cannot be attributed to the exercise of their trade, business or profession. In contrast, an entrepreneur is any natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of their trade, business or profession.</p> <p>2. Conclusion of the contract</p> <p>2.1. The customer may select from the range of Insoric products, in particular power measuring devices for motor vehicles, and order these using the Insoric online shop. If the customer submits an order using the Insoric online shop's ordering system, this shall be a binding offer to buy the respective goods. The customer is able to see and alter the information at any point before submitting the order. Orders are always submitted on the basis of these Standard Terms & Conditions of Business and Insoric's standard licensing agreement, which shall be accepted by the customer before the conclusion of their order via mouse-click.</p> <p>2.2. The contract is not concluded until Insoric issues an acceptance of the order, which will be sent using a separate email address (order confirmation). If the customer receives a separate confirmation receipt this does not constitute acceptance of their order but merely serves as summary and for the avoidance of errors.</p> <p>3. Delivery, availability of the goods</p> <p>3.1. If the products selected by the customer are not in stock at the time of the order Insoric will inform the customer of this immediately instead of an order confirmation. If the product is permanently out of stock, Insoric will refrain from sending an acceptance of the order and inform the customer thereof. In this case no contract is concluded.</p>	<p>3.2. If the products ordered by the customer are temporarily not in stock at the time of the order Insoric will also inform the customer of this immediately in the order confirmation. If delivery is delayed for more than two weeks from the delivery date stated in the product description, the customer shall have the right to withdraw from the contract. In this case Insoric shall also be entitled to withdraw from the contract. Any payments made by the customer are to be immediately refunded.</p> <p>4. Contractual item and licence agreement for software</p> <p>4.1. The quality and the scope of performance of software delivered by Insoric and the appropriate operational environment are laid down in the respective program description supplemented by the instruction manual. If the software complies with the descriptions in the documentation, Insoric shall not be liable for functionalities exceeding this documentation. Statements in the documentation, in test programs, in product and project descriptions are not guarantees of quality unless they are expressly stated as such.</p> <p>4.2. The software will be delivered on a data storage medium in executable format as a fully functional machine program in object code including instruction manual and/or online help.</p> <p>4.3. The licence rights in the software granted to the customer are regulated by a separate licensing agreement to be concluded between the customer and Insoric. This will be provided to the customer for approval on conclusion of the contract (electronically where applicable). The acceptance of the licensing agreement by the customer is a prerequisite for the conclusion of the purchase contract for the software and/or products which contain the software.</p> <p>5. Retention of title</p> <p>5.1. Insoric will retain title to the delivered goods until payment has been made in full.</p> <p>6. Price and shipping costs</p> <p>6.1. All prices stated on Insoric's website are stated including the respective current statutory rate of VAT.</p> <p>6.2. The customer will be informed of the corresponding shipping costs when entering the order and shall bear the costs of this themselves.</p>
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<p>6.3. Goods will be shipped by post or courier. Insooric shall bear the shipping risk if the customer is a consumer. If the customer is an entrepreneur, the customer shall bear the shipping risk.</p>	<p>8.7. If supplementary performance is ultimately not successful, if Insooric refuses to provide supplementary performance or if the customer cannot reasonably be expected to accept further attempts of supplementary performance, the customer may reduce the purchase price or withdraw from the contract in accordance with the statutory provisions.</p>
<p>7. Payment Terms</p>	
<p>7.1. The customer may pay by credit card or make payment in advance. For customers resident in Switzerland, payment on receipt of invoice is possible.</p>	<p>8.8. Insooric shall only be liable for the infringement of third-party rights by the items delivered by Insooric, in particular software, if the items are used in accordance with the contract, in particular in the field of application stipulated in the contract(4.1). Unless otherwise agreed, Insooric is only liable for the infringement of third party rights within Switzerland, the European Union, the European Economic Area and places in which the use of items delivered by Insooric is provided for in the contract. If a third party asserts vis-à-vis the customer that their rights have been infringed by an item delivered by Insooric, in particular software, Insooric at its discretion, taking the interests of the customer reasonably into account, will a) procure for the customer the right to use the item or, b) ensure that the item does not violate any rights or c) take back the item from the customer, reimbursing the customer for the consideration provided less reasonable compensation for use. Other claims for damages by the customer are hereby unaffected.</p>
<p>7.2. The purchase price is payable immediately on conclusion of the contract. The buyer shall pay Insooric default interest for late payment at the statutory rate.</p>	
<p>7.3. The obligation of the customer to pay default interest does not exclude Insooric from asserting claims for further damage caused by the delay.</p>	
<p>8. Material defect warranty, guarantee</p>	
<p>8.1. Insooric shall be liable for defects in accordance with the applicable statutory provisions unless regulated to the contrary below.</p>	<p>9. Liability</p>
<p>8.2. An additional guarantee is only given in respect of the items delivered by Insooric if this is expressly stated in the order confirmation for the respective item.</p>	<p>9.1. Claims for damages by the customer are excluded. This limitation of liability does not however apply to claims for damages resulting from injury to life, body or health, to damages arising from the infringement of fundamental contractual duties and liability for other damages caused by the intentional or grossly negligent infringement of duties by Insooric, its legal representatives or vicarious agents. Fundamental contractual duties are those on whose compliance the customer relies and whose fulfilment is essential to achieve the aim of the contract.</p>
<p>8.3. For software, Insooric warrants that this software will correspond to the agreements resulting from 4.1. Insooric does not however, provide any warranty that the software provided is sufficient for the customer's purpose or requirements or that the software is compatible with other programs, system environments and/or operating systems insofar as this is not expressly stated in the program documentation.</p>	<p>9.2. Insooric's liability for infringement of fundamental contractual duties is restricted to foreseeable damages typical for the contract if these were at least caused by simple negligence unless such are claims for damages by the customer resulting from injury to life, body or health.</p>
<p>8.4. The customer shall only have right to claims for defects if the software is operated in the environment permitted in the program documentation and reported defects are able to be reproduced or can be demonstrated by the customer in another way.</p>	<p>9.3. The restrictions of paragraphs 1 and 2 also apply to the benefit of Insooric's legal representatives and vicarious agents if claims are made directly vis-à-vis them.</p>
<p>8.5. The warranty period begins on handover to the customer. The warranty period for items delivered by Insooric, in particular also for software, is 12 months vis-à-vis entrepreneurs.</p>	<p>9.4. The provisions of the Product Liability Act shall not be affected by the aforesaid.</p>
<p>8.6. If the licensee is entitled to claims for defects, he shall also have the right to supplementary performance within a reasonable period of time. Supplementary performance comprises either the rectification of the defect or the delivery of a replacement item at Insooric's discretion. Insooric will reasonably take the customer's interests into account when determining the means of supplementary performance.</p>	

10. Data processing

Insoric collects customer data in conjunction with the execution of the contract. Insoric hereby complies with the provisions of the data protection statutes applicable at any time.

11. Final provisions

11.1. The law of Switzerland shall apply to all contracts between Insoric and the customer, to the exclusion of the UN Convention on the International Sale of Goods.

11.2. If the customer is registered trader, a legal person under public law or a public law Special Fund, the competent court with jurisdiction over the place of Insoric's registered office shall have jurisdiction for all disputes arising from the contractual relations between the customer and Insoric.

11.3. Should provisions of the contract between Insoric and the customer be or become invalid this shall not affect the validity of the remaining provisions of the contract. In place of the invalid provision, the parties shall endeavour to agree a valid provision which comes closest to what was originally commercially intended. If agreement cannot be reached, the relevant statutory provisions shall apply.

As at: 08.04.2011

Insoric AG
Hofwisenstrasse 12
8260 Stein am Rhein
Switzerland