

1. Preamble

1.1 The following General Terms and Conditions shall govern the legal relationship between "inet"-logistics GmbH Wolfurt and the customer within the framework of the Service Agreement they have concluded. General Terms and Conditions of the customer which run counter to or deviate from the General Terms and Conditions laid out herein do not apply, even in the case where "inet"-logistics does not expressly refute them.

1.2 "inet"-logistics is entitled to amend or supplement these General Terms and Conditions. If the customer does not challenge the amended terms in writing within a 4-week period following receipt of the notice of change, the new, changed General Terms and Conditions will also become effective for existing contracts. If the customer submits a challenge within this period, "inet" logistics is entitled to terminate its contractual relationship with the customer from the time the changes would have become effective.

2. Conclusion and termination of contracts

2.1 Any services to be rendered by "inet"-logistics are exclusively governed by the Service Agreement. "inet"-logistics is only required to perform those services to the extent that it has received and accepted a pertinent order. In addition, "inet"-logistics implicitly enters into a contract agreement if it performs related actions for the fulfillment of such contract.

2.2 Contracts will enter into force on the day of signing. They extend for an unlimited period of time, unless otherwise expressly stipulated in the contract. Any supplements to and extensions of the contract shall enter into force on the day of signing.

2.3 A contract may be terminated for convenience by either party via registered letter with a notice of twelve months to the end of each year. The date shown on the postal stamp confirming receipt determines whether the deadline has been met. Either party may terminate a contract for cause at any time in individual, well-founded cases (e.g., unreasonableness, continued default of payment), following written reminder, with a notice of one month to the end of each month. The responsible party has to compensate the other party for the damage resulting from such termination.

2.4 Both parties to the contract are entitled at any time, and without observation of any deadline, to rescind the contract, if insolvency or composition proceedings with regard to the assets of one of the two parties have been initiated, or if initiation of insolvency proceedings has been dismissed due to lack of assets.

3. Impairment of services due

If "inet"-logistics has to delay its obligation to perform for reasons outside its scope of responsibilities, "inet"-logistics may ask for a reasonable extension to render such performance. Any costs that "inet"-logistics may incur shall be compensated by the customer.

4. Prices and payment conditions

4.1 The calculation of any costs and fees shall be governed exclusively by the Service Agreement concluded. One-time charges are fixed prices. Periodically clearable charges and charges that are calculated on a time and material basis may be changed by "inet"-logistics. These changes must be submitted in writing and are subject to a notice period of three months. Changes take effect on the first day of the clearing period that either commences on the effective date stated in the written notification or later.

4.2 Project costs will be charged to the customer by "inet"-logistics in two parts. The first part is due when the contract is awarded; the remaining half shall be due following the go live. Partial services rendered may also be invoiced. "inet"-logistics may also bill monthly. If there is evidence that facts provided by the customer and which are essential for "inet"-logistics' pricing policy have been incorrect or incomplete, or should those facts subsequently change substantially, "inet"-logistics is entitled to adequate adjustment of prices.

4.3 License fees will be charged to the customer by "inet"-logistics in two parts. The first part is due when the contract is awarded, the remaining half shall be due following the go live.

4.4 The customer shall be billed monthly by "inet"-logistics for any operating fees at the beginning of each subsequent month.

4.5 The term of payment for costs and fees shall be ten (10) days. All costs and fees are quoted net. Invoiced amounts are due non-

cash and without deductions. The customer must examine invoices regularly. Any disputes against invoices must be submitted in writing to "inet"-logistics immediately, no later than four weeks after receipt thereof. In case of default of payment, interest shall be levied in the amount of 8% above the prime rate of the European Central Bank.

4.6 The customer is not entitled to withhold payments. The customer may only setoff with those claims which have been determined res judicata or which have been acknowledged by "inet"-logistics.

4.7 All tax obligations resulting from the contractual relationship or from the activities of "inet"-logistics related to the fulfillment of the contract, with the exception of income taxes, shall be paid by the customer. In case that claims for such taxes are asserted against "inet"-logistics, the customer shall indemnify and hold "inet"-logistics free and harmless from such claims.

5. Physical logistics

Any issues pertaining to physical logistics shall be addressed, decided and invoiced directly between the forwarding party and the logistics service provider according to the agreements made.

6. Main contractual duties

6.1 The customer is obliged

- a) to refrain from providing any politically extreme, religiously fanatic, pornographic content on the platform of "inet"-logistics, as well as any content that does not comply with a free and democratic system of values;
- b) to observe pertinent provisions of criminal and ancillary law, provisions under copyright law, labeling law, and competition law, as well as to observe respective regulations in private law;
- c) to always keep confidential access data, consisting of user identification and password;
- d) to pay respective additional costs upon receipt of billing, in all cases pertaining to those contract goods subject to limitation of data transfer as well as of saving capacities (archiving), if the available capacities have been exceeded.

6.2 If the customer violates one of the obligations listed under Section 6.1., the customer is obliged to refrain from further violation, to compensate "inet"-logistics for damages incurred by it, and to ensure that "inet"-logistics remains free and outside of any claims for damages and compensation by a third party, which are a result of the violation. This includes costs for necessary legal action. Other rights of "inet"-logistics, in particular the right to block contents and access of the customer to the inet Transportation Management System (TMS), as well as termination of the contract for cause, shall not be affected hereby.

7. inet Transportation Management System (TMS)

7.1 As a software service provider, "inet"-logistics provides the customer with functional, inalienable and non-exclusive user rights to the inet TMS within the framework of the agreed-upon Service Agreement. This does not affect right to the operative use of the inet TMS, which remains the exclusive right of "inet"-logistics.

7.2 All rights to the inet TMS as well as to project-related expansion (such as interfaces and compilers), data bank design, the graphics composition, or any other software development, entirely extend to "inet"-logistics alone. In particular, the customer is obliged to

- a) not interfere on his/her own, or through a third party not authorized by "inet"-logistics, or to allow such interference, in programs, software components, or data, or to pass them on or copy them;
- b) immediately provide to "inet"-logistics any software, including all copies, relevant programs and documentation, user handbook, data sources and any other documents, which have been left over as a result of a rescinded transaction or termination of contract, or to delete the material if it is on a hard disk. The customer must confirm in writing to "inet"-logistics that no additional copies exist.

8. Acceptance of delivery

8.1 Implementation

"inet"-logistics shall inform the customer in writing after the completion of the stipulated services about the readiness for the acceptance of delivery. Directly after delivery, the customer is to review

the function and integrity of the services rendered. As of that moment, the customer is to accept the delivery or report existing defects within twenty (20) working days. The acceptance of delivery is to be documented by "inet"-logistics and the customer in an acceptance protocol, and signed by both parties. In deviation therefrom, the delivery is deemed to have been accepted after the above mentioned period, if no defects (cf. 8.2.) are present that would prevent the acceptance of delivery.

8.2 Defects at the acceptance of delivery

Defects that are determined during acceptance of delivery shall be remedied by "inet"-logistics as quickly as possible. Defects that only slightly compromise the delivered services do not prevent the acceptance of delivery, regardless of the obligation of "inet"-logistics to remedy defects.

After the reported defects have been remedied, the acceptance of delivery is to be carried out again.

9. Warranty

9.1 With regard to all work performance, "inet" logistics ensures that the stipulated performance specifications are fulfilled and that they correspond with the stipulated scope of performance (integration specification). "inet"-logistics will remedy any defects communicated in writing by the customer. Should such defects not be remedied within appropriate reasonable period of time, the customer may, with regard to these defects, discretionarily demand to lower the relevant price or, should the value or operation of the goods or services be substantially lowered, demand annulment of the contract.

9.2 The warranty period is twelve (12) months.

9.3 There are no warranty claims for services.

9.4 The statutory warranty provisions of tenancy law shall apply to the provision of rights to use the inet TMS. "inet"-logistics provides no additional warranties. Above all, this does not apply to promotional statements or any other assurances.

10. Liability

10.1 In the case of a slightly negligent breach of essential contractual obligations, the liability of "inet"-logistics is limited to the foreseeable and direct damages typical to such contracts and to the contract amount per contract.

10.2 The above mentioned limitations of liability do not apply for intent, gross negligence, injury of life, limb, health, or inasmuch as product liability law applies.

10.3 Compensation for consequential damages and financial loss, lost savings or profits, loss of interest, loss of data (see 10.5), and damages resulting from third party claims is excluded to the extent permitted by law.

10.4 Any liability for misuse resulting from unauthorized use of user identification and password on the part of the customer is excluded, inasmuch as the customer is responsible for such use.

10.5 Any assumption of liability by "inet"-logistics within the area of physical logistics is generally excluded.

10.6 "inet"-logistics will regularly save data of the customer in accordance with the provisions of the SLA (Service Level Agreement). In the event that customer data is lost, "inet"-logistics is only liable for expense necessary for the reconstruction of the data.

11. Assignment of claims

Whenever an action is performed that involves a third party, such as a data processing enterprise, and if the customer has been informed thereof, any warranty and liability claims vis-à-vis the third party that result from statute or the terms and conditions of the third party are deemed to be assigned to the customer.

12. Confidentiality and data protection

12.1 Both parties to the contract agree to confidentiality for the period of contract proposal and implementation, and beyond conclusion of the contract.

12.2 There shall be no obligation of confidentiality by the parties to the contract with regard to information that

- a) was public at the time it was received;
- b) became public without culpable interference on the part of the other contract partner;
- c) was already known to the other contract partner, or
- d) was received by a third party who had no obligation of confidentiality with regard to this information.

12.3 Any information obtained by the parties to the contract (specifically any data, source codes, technical documentation, programs, etc.) and any relevant procedures shall be kept strictly confidentially. Specifically,

- a) any materials mutually provided shall not be passed on to unauthorized third parties or made accessible to them;
- b) mutually provided or obtained information, data, documents shall be used exclusively for the purpose of the implementation of the contract; they may be passed on to staff only to the extent necessary for them to fulfill their duties in this context;
- c) any mutually provided documents shall be returned without delay to the other party to the contract following termination of the contract, or shall be destroyed, provided no justified interests to the contrary exist. This obligation extends in particular to all software, any copies made, hardware, and accessories, as well as to any other documents which remain the property of the respective information provider.

12.4 "inet"-logistics agrees to use all data provided to properly perform of its contractual obligations - or any data obtained in this context, in accordance with the statutory data protection provisions (Austrian Data Protection Act, i.e., the *Datenschutzgesetz* or *DSG 2000*, and the Austrian Federal Data Protection Act, i.e., the *Bundesdatenschutzgesetz* or *BDSG 2000*), in particular with regard to their archiving, utilization, and processing. Such data shall be used exclusively for the purpose of properly performance the contract. "inet"-logistics shall undertake appropriate measures to ensure that such data is protected from accidental or unlawful destruction or loss, and that they are used properly.

12.5 "inet"-logistics impose in writing on all its employees who have access to data within the parameters of appropriate data protection provisions, to strictly adhere to these provisions. Such provisions are to be binding for employees for at least six months beyond termination of their contract.

13. Statute of limitations

Any claims vis-à-vis "inet"-logistics are barred after twelve (12) months. The limitation period shall begin upon the customer's notification of the claim, but no later than by the termination of the contract, or by date at which outstanding services have been rendered.

14. Final provisions

14.1 Austrian law shall apply exclusively; the application of the CISG is excluded.

14.2 Amendments to any contract concluded on the basis of these General Terms and Conditions, and any amendments hereto, must be made in writing to be valid.

14.3 The exclusive place of jurisdiction is the relevant court where "inet"-logistics is domiciled pursuant to company law.

14.4 In the event that a provision of this agreement is or becomes invalid, the validity of the other terms shall remain unaffected. In this case, the parties will negotiate provisions, whose economic impact reflects that of the invalid term as closely as possible.

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