2.2 Payment for software and hardware must be made net immediately after receipt of invoice.

2. PRICES AND TERMS OF PAYMENT

1. APPLICABILITY

5. SOFTWARE USAGE RIGHTS

5.2 The customer is entitled to resell the delivered goods in the course of serving identification purposes must not be removed or altered.

6. SOFTWARE USAGE RIGHTS

6.1 The software is the property of SICAT and is protected both by copyright laws, international copyright agreements and by other intellectual property laws and agreements.

6.2 As of activation of the software key, SICAT grants the customer a right to use the software, a right which is non-exclusive and non-transferable to other parties. Copyright notices, serial numbers and other features serving identification purposes must not be removed or altered.

7. CUSTOMER'S OBLIGATION AND RESPONSIBILITY

7.1 The customer undertakes to instruct the end user to use the products in compliance with the manuals and as required by such “Regulations for use” as were stipulated in connection with the issue of official approval.

7.2 The customer has unqualified responsibility for the correctness and quality of the data and objects which it forwards to SICAT.

8. LIMITATION OF LIABILITY

8.1 We are liable, subject to the relevant statutory provisions, in case of injury caused by us to life, the person and health and in case of damage or loss resulting from a grossly negligent breach of obligations on our part or by a wilful or grossly negligent breach of obligations by our legal representatives or persons working for us.

8.2 The following shall apply to other damage or loss:

a) In case of damage or loss due to the breach of material contractual obligations caused by simple negligence on the part of us, our legal representatives or persons working for us, liability is limited to predictable damage or loss in standard contract situations.

b) Claims for damages for other damage or loss in case of breach of secondary obligations or non-material obligations are excluded in the case of simple negligence.

8.3 The exclusions or limitations of liability do not apply if we have concealed a defect with malicious intent or have assumed a warranty for the condition of the goods.

8.4 The customer’s claim for compensation for fruitless expenditure instead of damages in lieu of performance, and liability under the German product liability act, will remain unaffected.

9. PROHIBITION OF ASSIGNMENT

Except where expressly agreed otherwise with the customer, the customer is not allowed, without our consent, to assign contractual rights to third parties.

10. FORCE MAJEURE

Events involving force majeure and operational disruptions of any kind, lock-outs, strikes, shortage of raw materials and fuel, measures by public authorities or other causes or events which bring about a restriction or suspension of our operations entitle us to postpone the fulfilment of our obligations or to withdraw, wholly or partially, from the contract without thus incurring liability for damages.

11. DATA PROTECTION

11.1 The customer hereby consents to the storage, processing and use of the personal data transmitted via the order for the purpose of the execution thereof.

11.2 The personal data are processed by SICAT exclusively subject to the provisions of German and European data protection law.

12. APPLICABLE LAW, PLACE OF JURISDICTION, SEVERABILITY CLAUSE

12.1 German law and no other shall apply, the UN CISG Convention being specifically excluded.

12.2 The exclusive place of jurisdiction for disputes between the contracting parties shall be Bonn, if the customer is a merchant, a legal person under public law or special assets under public law, or if the customer does not have a place of general jurisdiction in Germany. However, we reserve the right, at our option, to take legal action before other courts with jurisdiction against a customer that does not have a place of general jurisdiction in Germany.

12.3 Should one of the above accord be or become invalid, this shall not affect the validity of the remainder of the contract. As substitute for the provision which is or has become invalid, the provision shall apply which comes closest in commercial terms to the provision which is or has become invalid.