

General Terms and Conditions of Service, Sale and Delivery mihO Inspektionssysteme GmbH

I. Subject terms of the contract, scope and offer

1. These terms and conditions apply exclusively. Any conditions of the customer which conflict with these terms and conditions or deviate from these, will not form part of the contract, unless otherwise agreed.
2. These conditions apply to all services provided by mihO Inspektionssysteme GmbH, irrespective of the legal nature of the performance of the underlying contract. They therefore apply to sales contracts, as well as to contracts for work labour, contracts for labour and materials and for combined contracts.
3. These conditions shall also apply if mihO Inspektionssysteme GmbH, having knowledge of the conditions of the customer which conflict with these terms and conditions, or which deviate from these, nevertheless unconditionally carries out the services to the customer.
4. Any individual agreements on the rights and obligations of the parties to this agreement shall prevail over these conditions.
5. All agreements made between mihO Inspektionssysteme GmbH and the customer regarding the execution of the contract must be made in writing.
6. These terms and conditions only apply to sales merchants in accordance with § 24 ABGG.
7. These conditions also apply to all future transactions between mihO Inspektionssysteme GmbH and the customer.
8. If the order can qualify as an offer in accordance with § 145 BGB, then mihO Inspektionssysteme GmbH can accept it within 4 weeks.

II. Documents, trade secrets, preliminary work

1. mihO Inspektionssysteme GmbH reserves all rights, and especially the rights of ownership and copyright, to any cost estimates, calculations, plans, illustrations, design work, preliminary work, drawings, and other documents. All the aforementioned may not be made available to any third parties. mihO Inspektionssysteme GmbH may only make available any documents deemed confidential by the customer to any third parties with the express written consent of the customer. Any documents received from mihO Inspektionssysteme GmbH may not be exploited for profit by the customer or a third party.
2. The customer is prohibited from passing on any trade secrets from mihO Inspektionssysteme GmbH and the enterprises of the mihO Inspektionssysteme GmbH group, which have become known to him, to any third parties. mihO Inspektionssysteme GmbH is prohibited from passing on any trade secrets of the customer and its connected companies, which have become known to mihO Inspektionssysteme GmbH, to any third parties.
3. The customer is under an obligation to appropriately ensure that his bodies and employees shall observe the obligations listed above.

III. Delivery time, scope of delivery, acceptance

4. The delivery period begins with the dispatch of the order confirmation and the clarification of all technical questions, but not before the provision of any documents, approvals and clearances by the customer, as well as the receipt of an agreed deposit. Generally, delivery dates or deadlines, which can be binding or non-binding, are set out in writing.
5. The service to be carried out by mihO Inspektionssysteme GmbH is provided duly on time if the contractual object has been shipped properly within the expiry time of the delivery period or if the goods are ready for dispatch and this has been communicated to the customer.
6. The delivery period shall be extended appropriately in the event of unavoidable obstacles, especially in the case of operational disruptions, raw material shortages, labour disputes, strikes and / or lockouts, late or incorrect deliveries by mihO Inspektionssysteme GmbH, a general lack of materials, shipwreck, insufficient docking and unloading capacities, transportation delays, non-availability of required shipping space, reasonable exchange / replacement of forwarding agent and / or freight carrier and / or ship owner, transport accidents or other events that do not lie within the responsibility of mihO Inspektionssysteme GmbH. mihO Inspektionssysteme GmbH must notify the customer immediately of the occurrence and discontinuation of such obstacles or events.
7. If due to the circumstances referred to in Paragraph 3 the performance of mihO Inspektionssysteme GmbH should become impossible or it is no longer reasonably expected, then mihO Inspektionssysteme GmbH will be discharged from its obligation to perform.
8. If the delivery time is extended in the above-mentioned cases or should mihO Inspektionssysteme GmbH be freed of its performance obligations, any claims for compensation derived there from will be invalid, including any rights of withdrawal of the customer.
9. If the dispatch is delayed at the request of the customer, the customer must reimburse the actual costs incurred for the storage of the contractual object. In the case of storage in a facility belonging to mihO Inspektionssysteme GmbH, mihO Inspektionssysteme GmbH is entitled to demand a minimum amount of 0.5% of the agreed price for each month as a substitute for the additional costs. Proof of higher or lower costs is not ruled out by this provision.
10. Paragraph 6 also applies to any other case of a delay in acceptance by the customer. If the customer delays acceptance or fails to fulfil other duties of cooperation, then the risk of accidental loss or accidental deterioration of the contractual object passes to the customer at the point in time where the customer delays acceptance.
11. All further rights of mihO Inspektionssysteme GmbH are not excluded by this agreement
12. Observance of the delivery period implies the timely and proper fulfilment of the contractual obligations of the customer.
13. Partial deliveries from mihO Inspektionssysteme GmbH can only be rejected if they have a substantial effect on the customer.
14. An acceptance can only be refused until the point of rectification in the case of a major defect. The acceptance can also take place through the conclusive actions of the customer. If the contractual object is largely functional and the customer uses it as intended, then the contractual object will be viewed as having been accepted by the customer through the use of the contractual object after the expiry of one month after the first ascertainable intended use.

IV. Price and payment

1. The agreed prices shall apply as stated in the order confirmation. The dispatch costs, including packaging, will be paid by the customer. The current VAT rate at the time of delivery is added to the prices. In as far as mihO Inspektionssysteme GmbH is obliged under the packaging regulations to take back any packaging used for transport, the customer shall bear the cost of returning the packaging used and the reasonable costs of recycling. As far as the redeemed packaging cannot be reused, the customer shall pay the costs incurred by mihO Inspektionssysteme GmbH for recycling. In addition, the customer shall, if necessary, pay the costs incurred for duties, customs charges, taxes and fees for the return of the transport packaging.
2. All payments to mihO Inspektionssysteme GmbH beyond the customer's credit limit, that is confirmed in writing by mihO Inspektionssysteme GmbH, will be made in advance or through a confirmed and irrevocable letter of credit from a major European bank accepted by mihO Inspektionssysteme GmbH, or an equivalent bank guarantee.
3. If the customer does not observe the agreed payment dates in Paragraph 2, then mihO Inspektionssysteme GmbH is entitled to demand default interest in the amount of 2% above the Bundesbank (German Central Bank) current lending rate, but at least 5% for that year. The same applies in the event of a delay in payment by the customer for the amount of interest payable on arrears. If mihO Inspektionssysteme GmbH is able to provide proof of a higher level of damages, then mihO Inspektionssysteme GmbH shall be entitled to make a claim. However, the customer is entitled to provide evidence to mihO Inspektionssysteme GmbH that no or significantly less damage has been incurred. The right to any further claims and rights by mihO Inspektionssysteme GmbH is not affected by this agreement.

4. The customer is only entitled to rights of offsetting and retention if his counterclaims have been legally established, are undisputed or recognized by mihO Inspektionssysteme GmbH.
5. If mihO Inspektionssysteme GmbH gains knowledge of circumstances after the conclusion of the contract, which raise doubts as to the creditworthiness of the customer, mihO Inspektionssysteme GmbH can, notwithstanding the above or agreed payment terms, either demand payment in advance or the provision of collateral security in the amount of the total agreed price and all claims arising from the business relationship shall immediately become due and payable.
6. mihO Inspektionssysteme GmbH is entitled to reasonably increase the agreed price if after the conclusion of the contract costs increase, especially due to collective bargaining agreements or material price increases. mihO Inspektionssysteme GmbH will provide proof of this to the customer upon request.
7. mihO Inspektionssysteme GmbH is entitled to reasonably increase the agreed price if after the conclusion of the contract the customer wants to make changes to the contractual object and this incurs additional costs. mihO Inspektionssysteme GmbH will provide proof of the additional costs to the customer, upon request. The customer must pay the agreed price at his own risk and cost to one of the bank accounts stipulated by mihO Inspektionssysteme GmbH.

V. Transfer of risk

1. The risk of accidental loss and accidental deterioration of the contractual object shall pass to the customer with the handing over of the contractual object to the carrier. This also applies if partial deliveries are made or if mihO Inspektionssysteme GmbH has paid for any additional costs, for e.g. shipping costs or other services, such as transportation, installation or assembly of the contractual object.
2. If the contractual object or any part thereof is ready for delivery and the shipment or transfer is delayed due to reasons for which the customer is responsible, then the risk of accidental loss and accidental deterioration passes to the customer on the day the goods are ready for shipment. The customer is under an obligation to accept the contractual object even with minor defects or deviations.
3. If mihO Inspektionssysteme GmbH arranges the transport of the contractual object and after delivery to the carrier some transport damage or a transport-related material defect occurs, then mihO Inspektionssysteme GmbH relinquishes any ensuing claims hereof against the transport insurance company(ies) and the carrier at the request of the customer and does this under the exclusion of any liability for the continuance of these claims - concurrently subject to payment of the total price agreed for the contractual object and any costs due. Any further claims against mihO Inspektionssysteme GmbH for transport damage or a transport-related defect are excluded. This also applies if the contract includes installation services or the establishment of a turnkey plant.
4. Transport Law and Maritime Law limitation periods, time limits, exclusions and limitations of liability that are in favour of persons (natural or legal) entrusted with the transportation / loading / unloading / storage of the contractual object in relation to mihO Inspektionssysteme GmbH will be applied equally in favour of mihO Inspektionssysteme GmbH when referring to the contractual relationship between the customer and mihO Inspektionssysteme GmbH.
5. The customer undertakes to examine the contractual object immediately upon unloading at the destination port for any damage and will only confirm receipt conditionally if there is any damage or any suspicion thereof and will immediately notify mihO Inspektionssysteme GmbH of such damage. If the aforementioned obligations are not complied with, then the transport insurer(s) is no longer under a duty of service.
6. mihO Inspektionssysteme GmbH is entitled to withdraw from the contract for the supply of such products (partial withdrawal), whose export from Germany or whose import into the country of destination requires a license under statutory provisions from the Federal Office of Economics and Export Control, the German Federal Institute for Drugs and Medical Devices or similar government bodies, if the license is not granted or is unlikely to be obtained until the agreed delivery time. mihO Inspektionssysteme GmbH will inform the customer immediately in this case and refund any payments already made for the part of the services affected by the withdrawal.

VI. Retention of title

1. mihO Inspektionssysteme GmbH retains title of the goods until the irrevocable, unconditional receipt of all payments due from the customer. Up until this time, the customer is not entitled to use the contractual object as a security interest (for example, ownership by way of security, pledge, mortgage, land charge, etc.) or to resell it. If the customer defaults on any payments due, then the employees of mihO Inspektionssysteme GmbH are hereby irrevocably authorized to enter the construction/production site of the customer, with as many people that are required, to dismantle and recover the contractual object. In the case that under the applicable law at the location of the construction site (lex rei sitae) the securing means, "retention of title" are unknown, the securing means that will be agreed instead are those that correspond the closest to the applicable law at the construction site concerning "retention of title" and which depict the securing means as the typical securing means under this law (for example, "lien" or "security interest, attached and perfected"). The customer must cooperate (in particular concerning the provision of declarations of intention) in accordance with the applicable law at the construction site as is necessary for the agreement and justification of a fully effective retention of title or other fully effective securing means.
2. In the event of seizure, attachment or other actions of third parties concerning the contractual object, the customer must immediately inform mihO Inspektionssysteme GmbH by handing over the necessary documents for an intervention.
3. mihO Inspektionssysteme GmbH is entitled in the case of a breach of contract by the customer, and in particular in the case of improper handling of the contractual object delivered, or through late payment by the customer, to demand the return of the contractual object delivered by giving prior notice →. Reclaiming the contractual object does not constitute a withdrawal from the contract, unless mihO Inspektionssysteme GmbH has expressly declared such action in writing. The seizure of the contractual object by mihO Inspektionssysteme GmbH does, however, always constitute a withdrawal from the contract. mihO Inspektionssysteme GmbH is entitled, after having recovered the contractual object, to sell it and to offset the proceeds of the sale against the customer's liabilities - deducting any reasonable administrative costs.
4. The processing or alteration of the contractual object by the customer shall always be effected for mihO Inspektionssysteme GmbH. If the contractual object is integrated within other items that do not belong to mihO Inspektionssysteme GmbH, then mihO Inspektionssysteme GmbH acquires joint ownership of the new item in proportion to the value of the contractual object in relation to the other processed objects at the time of processing. For the product created by any alteration, the same applies as for the contractual object delivered under reservation.
5. If the contractual object is inseparably mixed with other objects that do not belong to mihO Inspektionssysteme GmbH, then mihO Inspektionssysteme GmbH shall acquire the ownership of the new item in proportion to the value of the contractual object to the other mixed objects at the time of mixing. If the mixing is carried out in such a way, so that the object of the customer is to be regarded as the main item, it is agreed that the customer of mihO Inspektionssysteme GmbH transfers pro rata co-ownership. The customer thus safeguards the sole ownership, or co-ownership, created for mihO Inspektionssysteme GmbH.
6. To secure the claims of mihO Inspektionssysteme GmbH against the customer, the customer shall also assign all claims to mihO Inspektionssysteme GmbH, that arise for the customer against a third party through the incorporation of the contractual object in any piece of land.
7. mihO Inspektionssysteme GmbH hereby undertakes to release the securities to which it is entitled upon request of the customer, in as far as the value of the securities of

riho Inspektionssysteme GmbH exceeds the secured claims by more than 20%, the choice of the securities to be determined by riho Inspektionssysteme GmbH.

VII. Customer warranty for material defects

1. riho Inspektionssysteme GmbH shall be held responsible for both defects with which the contractual object is afflicted at the time of transfer of risk and those that destroy or significantly reduce the value or the contractual serviceability of the contractual object, as well as for the qualities warranted at the time of transfer of risk.
2. However, riho Inspektionssysteme GmbH is not liable for defects caused by the following reasons: improper use, poor maintenance, modifications without prior written permission of riho Inspektionssysteme GmbH, improperly performed repairs by the customer, non-compliance with the operating instructions and directions from riho Inspektionssysteme GmbH, normal wear and tear, chemical, electrochemical or electrical influences, faulty replacement materials, defects based on the sample materials provided by the customer or a design furnished by him.
3. If the contractual object has a defect, which includes the absence of any expressly guaranteed quality, the customer can only first demand his right of rectification, whereby riho Inspektionssysteme GmbH can at its reasonable discretion choose between repair or replacement delivery. Replaced parts hereby become the property of riho Inspektionssysteme GmbH.
4. As long as the defect does not require repair on site, the customer of riho Inspektionssysteme GmbH must send the defective parts for repair or replacement. In such a case, the warranty of riho Inspektionssysteme GmbH is considered in terms of the defective part as fully met, if it returns the properly repaired part to the customer or if it sends a corresponding spare part.
5. If the faulty part has been supplied by a third party, then the liability of riho Inspektionssysteme GmbH is limited initially to the assignment of liability claims available to riho Inspektionssysteme GmbH against the third party. Only after prior judicial action against the third party by the customer will riho Inspektionssysteme GmbH once again take individual responsibility.
6. The customer is under an obligation to examine the contractual object immediately upon receipt and to notify riho Inspektionssysteme GmbH immediately of any noticeable defects. This immediate notification requirement shall also apply if a defect is noticed later. If the customer does not fulfill his duty to examine and give notice of defects pursuant to the German Commercial Code (HGB) § 377, 378, then the contractual object is deemed as approved. Contractual claims are excluded in this case.
7. If the customer does not accept the rectification offered by riho Inspektionssysteme GmbH in accordance with the contract, then riho Inspektionssysteme GmbH will be free of any repair and warranty obligations when the time period which was set has expired.
8. If there is proof of failure to repair, the customer is entitled to choose the reversal of the contract (legally known as "rescission") or a reduction in price. A failure to repair is deemed to occur in particular when riho Inspektionssysteme GmbH allows a reasonable deadline set by the customer to carry out the repair to expire without remedy.
9. In urgent cases of danger to operational safety due to a defect, of which riho Inspektionssysteme GmbH must be informed immediately, or in the event of a delay by riho Inspektionssysteme GmbH concerning the rectification of the defect, the customer may repair the defect himself and demand reimbursement of the necessary expenses.
10. riho Inspektionssysteme GmbH will bear the direct costs of repair. Paragraph 4 of this section is of special importance here.
11. riho Inspektionssysteme GmbH can refuse to remedy the defect, if the customer fails to meet the agreed payment obligations. This excludes a payment amount equal to the amount of the immediate repair costs.
12. The customer can claim compensation instead of rectification if a guaranteed feature of the contractual object is missing at the time of transfer of risk.

VIII. Limitation and exclusion of liability for riho Inspektionssysteme GmbH

1. The customer is under an obligation to carefully observe both the operating and instruction manuals, as well as the safety regulations of riho Inspektionssysteme GmbH carefully. In particular, the customer must follow the instructions of riho Inspektionssysteme GmbH, as to how to use the contractual object without risk, which precautionary measures must be carried out regularly and in particular cases and the kinds of misuse to be avoided. If the customer violates this duty, then riho Inspektionssysteme GmbH is not liable for any resulting damage.
2. The limitation of liability of riho Inspektionssysteme GmbH for consequential damages: riho Inspektionssysteme GmbH is not liable for consequential damages (including damage from defects and consequential damages of the defects), irrespective of the legal reason. This exclusion of liability does not apply to claims by the customer for compensation for damages caused by gross negligence (intent / gross negligence) or an absence of guaranteed features, provided that the purpose of the guarantee is to protect against such consequential damages.
3. The limitation of liability of riho Inspektionssysteme GmbH for ordinary/slight negligence: Any claims for compensation by the customer, for whatever legal grounds, that are not based on gross negligence (intent/gross negligence) by riho Inspektionssysteme GmbH, are excluded, provided that the damage is not as a result of a breach of contractual obligations, the fulfillment of which allows the proper execution of the contract in the first place.
4. The limitation of liability of riho Inspektionssysteme GmbH for non-typical foreseeable damage: Any claims by the customer for compensation, for whatever legal grounds, that are not based on gross negligence (intent/gross negligence) by riho Inspektionssysteme GmbH, are limited, if not already excluded under the limitation of liability of riho Inspektionssysteme GmbH for consequential damages (Paragraph 2) and for slight negligence (Paragraph 3), to the amount of compensation of such damage which riho Inspektionssysteme GmbH when concluding the contract and taking into account the circumstances that riho Inspektionssysteme GmbH had known or should have known, ought to have foreseen to be a possible consequence of the breach of contract (typical foreseeable damage).
5. The limitation of liability of riho Inspektionssysteme GmbH for an impairment of performance: If the customer makes a claim for compensation against riho Inspektionssysteme GmbH due to an impairment of performance caused by non-performance or because of a positive breach of contract and this is not based on gross negligence (intent / gross negligence), then this claim for compensation shall be limited to a maximum of 10 % of the delivery price, if it is not already excluded in accordance with the limitations of liability in favour of riho Inspektionssysteme GmbH regarding consequential damages (Paragraph 2) and for slight negligence (Paragraph 3), over and above the limitation of liability of riho Inspektionssysteme GmbH for any typical foreseeable damage (Paragraph 4). An impairment of performance is deemed to have occurred if during the process of the contractual relationship obstacles arise that complicate or preclude the proper performance of the contractual obligations, or if it results in damage to one contractual party by the other contractual party.
6. The limitation of liability of riho Inspektionssysteme GmbH for damages caused by delay: The limitations of liability listed above in favour of riho Inspektionssysteme GmbH regarding consequential damages (Paragraph 2), slight negligence (Paragraph 3), non-typical foreseeable damage (Paragraph 4) and impairment of performance (Paragraph 5) also apply to claims against riho Inspektionssysteme GmbH by the customer for a claim for compensation for damages due to delay, unless the latter is based on gross misconduct (intent/gross negligence).
7. The limitation of liability of riho Inspektionssysteme GmbH for its agents: Any liability for agents (§ 278 BGB) of riho Inspektionssysteme GmbH, whatever the legal reason, is excluded, unless contractual duties were violated through gross misconduct (intent/gross negligence) of the agents, the fulfillment of which enable the proper execution of the contract in the first place. In no event shall the liability of riho Inspektionssysteme GmbH for an agent extend beyond the liability of riho Inspection Systems GmbH for its own negligence, as is the case when taking into consideration the

above-mentioned limitations of liability. According to § 278 BGB, an agent is a natural or legal person which the debtor has contracted to fulfill its liabilities.

8. The above limitations of liability do not apply to claims under § 1, Product Liability Law.

IX. Statute of limitations

1. For all defect-related claims, the limitation period is 6 months and in the case of a multi-shift operation it is three months for obvious defects.
2. In the case of repair or a replacement delivery of a faulty part the limitation period is reduced to 3 months for the repaired part or for the replacement part. But it continues at least until the expiry of the limitation period referred to in Paragraph 1 of this section.
3. The limitation period begins with the delivery of the contractual object and for an installation obligation of riho Inspektionssysteme GmbH with the completion of the installation. If the customer defaults in accepting, then the limitation period begins with the occurrence of such default.
4. In the case of Paragraph 2 of this section, the limitation period begins with the completion of the repair or the completion of the installation of the replacement part and in the case of Paragraph 4 of Section VII with the delivery. In the case of Paragraph 2 of this section, the limitation period shall commence with the completion of the repair or the completion of the installation of the replacement part and in the case of Paragraph 4 of Section VII with the delivery.
5. The limitation period shall be suspended for the period of operational interruptions caused by the rectification work.

X. Agreement for other impairments of performance

1. If the performance of riho Inspektionssysteme GmbH becomes impossible before transfer of risk, then riho Inspektionssysteme GmbH will be released from its obligation to perform and the customer will be released from his obligation of payment. The same applies if before risk passes to riho Inspektionssysteme GmbH performance cannot be expected due to unavoidable circumstances referred to in Paragraph 3 of section III.
2. Both parties shall also be released from their obligations to perform in the case of the partial impossibility of riho Inspektionssysteme GmbH before the transfer of risk when partial impossibility equates to complete impossibility. If this is not the case, then the payment of the customer is thereby reduced accordingly.
3. The claim for payment is upheld, however, if before risk passes, the performance of riho Inspektionssysteme GmbH becomes impossible due to a circumstance for which the customer is responsible. The same applies if the customer is in default of acceptance.
4. If the cooperation of the customer is necessary for the production of the contractual object, in particular the procurement and delivery of documents, then riho Inspektionssysteme GmbH can demand a reasonable sum of compensation, if the customer does not carry out this action in time. If the buyer defaults on payment, then riho Inspektionssysteme GmbH is entitled, after the setting and expiry of a reasonable time period, to demand compensation for non-performance or it can withdraw from the contract.
6. Any other rights and claims of riho Inspektionssysteme GmbH in the event of a default of payment by the customer are not affected by this provision.
7. A disclaimer or limitation of liability of the customer in his General Terms and Conditions is ineffective.

XI. Software

- Where riho Inspektionssysteme GmbH provides software to the customer, the following applies:
1. riho Inspektionssysteme GmbH grants the customer a simple right of use for the software provided, in accordance with § 31 Paragraph 2 German Copyright Law. § 31 Paragraph 2 of the German Copyright Law states: "The simple right of use entitles the holder to use the work in addition to the author, or other entitled person, in the manner permitted to him." The customer only receives a right of use. riho Inspektionssysteme GmbH remains the sole proprietor / owner at all times of all intellectual property rights regarding the software.
 2. The customer is only entitled to use the software provided to him for the contractual object.
 3. The customer shall not be entitled to transfer the source program / source code.
 4. The customer is entitled to use the licensed software indefinitely for the entire economic lifespan of the contractual object.
 5. The customer is not entitled to assign its right of use to any third party. If the customer transfers his company completely to a third party, then the customer is entitled to transfer the right of use granted to that third party. If the customer sells the delivered goods in the ordinary course of business completely to a third party and this third party is not a competitor of riho Inspektionssysteme GmbH, then riho Inspektionssysteme GmbH is under an obligation to agree to a transfer of the rights of use granted, upon an appropriate request, provided that riho Inspektionssysteme GmbH can offer no justified explanation, that there is a possible risk that competitors of riho Inspektionssysteme GmbH thereby learn of secret knowledge (trade secrets) of riho Inspektionssysteme GmbH.
 6. The right of use of the customer is not exclusive. riho Inspektionssysteme GmbH is entitled to an unlimited number of other customer rights of use of any kind with respect to the licensed software. The customer must not provide or make available the licensed software and any associated user manual, to any third party, other than its employees, even temporarily or free of charge.
 7. The customer is not authorized to change any markings, copyright notices and ownership information for the software provided in any form.
 8. The customer is not authorized to make a copy of the software provided, except to make a back-up copy by a person who is entitled to use the program, if this is necessary to secure further use.
 9. The customer is not authorized, to make photocopies, in whole or in part, of any user manual supplied for the software delivered.
 10. Disassembly, reverse engineering or decompiling of this software is strictly forbidden and the customer will neither authorize nor permit such, unless the requirements of § 69 e) German Copyright Laws apply.
 11. riho Inspektionssysteme GmbH is entitled to all title, copyright and other industrial property rights to the software, as well as any updates and documentation. The same applies for all modifications and translations of the programs.

XII. Jurisdiction, Applicable Law, Place of Performance

1. For all disputes arising out of or in connection with the contractual relationship, where the customer is a merchant, a legal entity under public law or a special fund under public law, the court of jurisdiction is the place of business of riho Inspektionssysteme GmbH. riho Inspektionssysteme GmbH is also entitled to sue at the place of business of the customer.
2. Regarding the inclusion of these terms of delivery of riho Inspektionssysteme GmbH and for all legal relations arising for the contractual parties and their legal successors under the contract and from any possible ancillary business and/or subsequent transactions, only the law of the Federal Republic of Germany shall apply. Even this choice of law and the above jurisdiction agreement are also subject to the laws of the Federal Republic of Germany. The UN Sales Convention (CISG) (United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods) shall not apply.
3. The place of performance is the registered office of riho Inspektionssysteme GmbH.

The German version of this contract shall take precedence over the English translation.

Edition 01/2014.