



General terms of business – Obad Beschriftungen GesmbH
Amended terms for selling hard- and software products (DISIPOS)

Preamble

The general terms of business regulate the completion of a contract, the duties of the company Obad Beschriftungen Ltd. and the customer as well as the settlement of the contracts executed between the customer and the company Obad Beschriftungen Ltd.

General information about the company Obad Beschriftungen Ltd products, goods and service offered, order and contact information, can be found on their homepage at www.obad.at.

§ 1 Purpose of the general business terms

The purpose of the general business terms is the regulation of the contract terms for all contracts entered between the company Obad Beschriftungen Ltd. (supplier) and the user of the offer (customer). The general business terms are respectively applied to the point in time of the valid version of the agreed-upon contract. All our deliveries take place solely by virtue of these general business terms. Terms which differ from these conditions, especially the general business terms of the customer, will not be accepted and are consequently no basis of business. Modifications and additions need our permission to become operative.

§ 2 Prices

The agreed-upon prices are wholesale, plus the legal valid value-added tax. Freight, postage, insurance and other shipping costs are not included.

§ 3 Agreement to the contract

Through an e-mail, written (fax as well) or telephone order, the customer reaches a binding agreement with Obad Beschriftungen Ltd. to purchase the content of his/her order. The contract is achieved through the consultation of Obad Beschriftungen Ltd. Before the shipment of the order confirmation.

§ 4 Responsibility to Information

1. The customer is required to make truthful statements during the placement of the order. If customer data is modified, especially name, address, e-mail address, telephone number, bank account, the customer is obligated to inform Obad Beschriftungen Ltd. immediately about these changes.

2. If the user neglects to provide this information or initially submits false data, especially a false e-mail address, Obad Beschriftungen Ltd. is allowed to withdraw from the contract, to whatever degree it has been already completed. The withdrawal will be declared in writing. The sending of an e-mail is also accepted as a written notification.

3. The customer must use the order his/her order again by means of the confirmation and has to inform the supplier immediately if there are any discrepancies.

Obad Beschriftungen Ges.m.b.H.

A-8020 Graz, Karlauer Straße 57, Telefon +43 - 316 - 70 84-0, Fax +43 - 316 - 70 84-30, E-Mail office@obad.at, Web www.obad.at

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§ 5 The right of revocation

After receiving the order confirmation from Obad Beschriftungen Ltd., the customer has no right of revocation due to the high value of the wares. An unrestricted right of return is not per the agreement. Only goods which have incurred damage for which we are responsible or which do not function properly will be, within the legal guarantee time, taken back, and will be replaced and delivered once more at the earliest possible time which is feasible for us.

§ 6 Delivery of goods, transfer of risk, rendering of service, acceptance

1. The order will be treated immediately after receipt by Obad Beschriftungen Ltd.

Obad Beschriftungen Ltd. delivers the goods whenever possible within 8 weeks after order clarification, which must not be identical with the conclusion of the contract.

The order clarification includes all necessary parameters for production and must be agreed upon between Obad Beschriftungen Ltd. and the customer in every individual case.

2. The risk is transferred to the customer as soon as the package is handed over to a shipper or other person responsible for transport, or has left our company to be shipped. The customer can request transport insurance at his own expense. The mode of shipping is selected at our discretion. If an installation is included, the goods become the property of the customer after leaving the delivery van. Obad Beschriftungen Ltd. is not liable for risks at the installation location.

3. The product will be delivered to the billing address supplied the customer if no alternative delivery address was mentioned.

4. If delays in delivery occur, we will arrange a new date which is binding. Claims, especially compensations because of delayed delivery, are excluded, except those which are caused by our side intentionally or through gross carelessness.

5. The date of delivery will be extended by extraordinary factors such as labour disputes, especially strikes and lockout, as well as with the introduction of unforeseen obstacles out of our control, e.g. equipment breakdown, delayed supply of important production materials, as far as such obstacles have considerable influence on the delivery of the delivery item. This is also valid when issues arise within sub-deliveries. The date of delivery will be extended depending on the delay length of such effects.

6. Obad Beschriftungen Ltd. reserves the right, in the case that the product as stipulated is not available, to generate a product (goods or service) which is equivalent in quality and price.

7. If the generation of a product equivalent in price and quality is not possible, Obad Beschriftungen Ltd. is able to withdraw from the contract and must not generate the promised product. Obad Beschriftungen Ltd. is required in this case to immediately inform the customer about the lack of availability and must, if necessary, immediately perform an appropriate return service for the customer.

8. The customer is obliged to accept the delivery item. If an incorrect delivery address has been provided, Obad Beschriftungen Ltd. reserves the right to charge the additional shipping costs incurred through the return of the packages to Obad Beschriftungen. The same is valid when the customer fails to accept.

9. If the customer doesn't accept the delivered product, Obad Beschriftungen Ltd. reserves the right, after an additional 2 weeks have past unsuccessfully, to withdraw from the contract or to claim for compensation due to non-compliance. The delivered goods must be accepted from the customer even in cases of insignificant defects irrespective of warranty rights.

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10. If Obad Beschriftungen Ltd. is hampered during the installation at the installation location by external issues with the assembly or if the completion date is delayed, the corresponding additional costs (additional installation, travel costs, daily diets) will, even if a lump sum is agreed upon, be marked separately on the receipt.

§ 7 Payment

1. The purchase price or compensation is due in advance, if nothing else is agreed upon.
2. Alternative agreements: The customer is automatically in default if the payment is not settled within 30 days after receipt. In the event of further services, the customer will be in default for the payment without notice if he/she misses the payment date.
3. In the case of a default, 2.0 % interest per month will be charged to account.
4. The right of to a setoff is only available to the customer if his counterclaims have been established by the courts or have been acknowledged by the supplier.

§ 8 Shipping and handling costs

1. Shipping costs are incurred in delivery of the goods.
2. The shipping costs for good delivery are variable and depend on the destination, the value and the weight of the consignment. Obad Beschriftungen Ltd. will ascertain the most inexpensive shipping option for the customer.
3. The packaging is added to the sales cost. There is no return acceptance responsibility.

§ 9 Title retention

1. The delivered goods will remain property of Obad Beschriftungen Ltd. until the complete payment of the agreed purchase price.

§ 10 Warranty

1. The warranty follows the legal regulations in accordance with the following terms.
2. The customer is obliged to check the received goods for obvious defects. If the customer locates an obvious defect, he/she must inform Obad Ltd. immediately. If he/she neglects to do this within 14 days, he/she will not be able to claim rights of warranty against Obad Ltd. for this defect.
3. Obad Beschriftungen Ltd. is not responsible for defects that are caused on customer's side. That also applies to normal signs of use.
4. If the merchandise is defective, Obad Beschriftungen Ltd. has the right to choose either a subsequent delivery or a rectification. If the rectification ultimately fails, or if the subsequently delivered goods are defective as well, the user is able to claim a return of the goods in return for a refund of the agreed price or a reduction of the purchase price.

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§ 11 Liability

1. Obad Beschriftungen Ltd. is responsible for the deliberate acts and gross negligence of its employees, including legal representatives and leading employees, but not for employees and/or persons or assignees of other companies. This applies also to quality assurance.
2. An assurance of quality for goods or services does not exist. The description of goods and services represents in no way quality assurance.
3. The product liability statute remains unaffected.
4. The above restrictions are also valid for supplier assignees.

§ 12 Data protection

1. Obad Beschriftungen Ltd. takes all economically and technically reasonable and possible precautions against interventions of a third person in this protected area.
Schemes, engineering sketches and creative industrial property are under the copyright of Obad Beschriftungen Ltd., and may be used only once for a given order and may not be reproduced. Goods under the brand names "DeSign by Obad", "Obad" and "DISIPOS" are legally protected by trademark regulations. Additional use requires the explicit written permission of Obad Beschriftungen Ltd.

§ 13 Place of execution and court of jurisdiction

1. Place of fulfilment is Graz.
If you are merchandiser, you reserve the right to bring suit against us in the court responsible for our headquarters for all conflicts arising from contractual relationship. We also reserve the right to bring suit against your headquarters.
For all disagreements and litigations in association with the business connection, the Austrian law and jurisdiction is exclusively applied, with the exception of the UN-purchase law.

§ 14 Different conditions of the customer

1. If the customer uses his own general terms of business that vary from these terms and conditions, the general terms of business of Obad Beschriftungen Ltd. ultimately valid.

§ 15 Severability clause

1. If any individual clause in this agreement is found to be ineffective and/or unfeasible, the remaining clauses remain in effect regardless.
In place of the unfeasible and/or ineffective clause, one of the business goals which follows the next valid clause will be contractually valid.

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§ 16 Hardware warranty

The hardware warranty applies for 12 months from the date of delivery, for all hardware products supplied by Obad Beschriftungen GesmbH, unless otherwise stipulated in the offer.

The hardware guarantee includes free exchange or repair of defective hardware; insofar the defect results from deterioration or manufacturing fault. The Buyer assumes the risk and expense for transport of products to the Seller under the terms of the warranty. The Seller assumes risk and expense for the transport of products to the Buyer.

The warranty is restricted to a conventional usage of all system components. Obad can not be made responsible for:

1) Environmental Damage

This warranty does not cover damages arising from floods, winds, fires, lightning, accidents, corrosive atmosphere, excessive exposure to water (moisture) or heat and other external conditions beyond the control of the Seller.

2) Misuse

This warranty does not cover damages resulting from improper use:

- insufficient voltage conditions, blown fuses, open circuit breakers or other inadequacies or interruptions of grounded electrical service beyond the influence of Obad;
- improper operation and attendance of the system or manipulation of individual components in clear defiance of operation guidelines issued by Obad;
- damage caused by hardware, software, equipment and cables or accessories other than that provided or approved by OBAD;
- repair or modification of original parts performed by personnel other than that authorized by OBAD.

3) Particular product conditions

- Isolated pixel defects can not always be avoided within LCD technology. Related defects are covered by this warranty only if they deviate from the data sheet of the manufacturer's product specification according to ISO 13406-2 standards.
- Some DISIPOS products apply ball bearings for fans and hard discs. A slight increase of vibration or noise development within the warranty period of this wear parts are not in scope of this guarantee.
- Since DISIPOS display systems are in permanent use all backlight inverters are subject to an unavoidable decrease of luminance during their life cycle.

§ 17 Special conditions governing the purchase of software

The features and scope of services for the software package (DISIPOS server software and DISIPOS client software) are derived from the program description of the software offered. The Seller is not obligated to provide extra software features. This form of obligation may not be based on an advertising representation of the software, unless the Seller has expressly promised this extra feature in writing. The server software and user interface including operating instructions (online help) shall be installed onto the Buyer's hardware.

The Seller grants the Buyer simple, non-exclusive rights of use to the software supplied, to continually use this software in his own company and for his own use. The Buyer is hereby authorised to use the server software and the client software for one product installation. The Buyer is to inform the Seller immediately of any changes in the area of utilisation of the software. Reproduction of the software and components thereof is prohibited without the authorisation of the Seller.

The Buyer acknowledges that the software, including operating instructions and further documentation – including future versions- is protected by copyright. Particularly source programs are a company secret of the Seller. The Buyer is to ensure that the source programme shall not be made accessible to a third party without the authorisation of the Seller.

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§ 18 Time of delivery and performance

The Agreement is concluded subject to the proper and timely availability of raw materials and supplies through suppliers to Obad Beschriftungen GesmbH.

All unforeseeable events or events outside the influence of the Seller (in particular strikes, lock-outs, operational disruption, or Acts of God), delaying delivery entirely or in part, entitle the Seller, subject to written notification of the delay being communicated to the Buyer, to extend the time of delivery and performance by the length of the delay. If the obstruction should be of duration in excess of three months, the Buyer is entitled to withdraw from the Agreement, if a deadline of three weeks submitted in writing by the Buyer has expired without success. All further claims originating on the part of the Buyer, particularly those concerning compensation, are hereby excluded.

The adherence to the times of delivery and performance stipulated, require the timely submittal of all necessary documentation on the part of the Buyer, particularly any required authorisations or releases, as well as the timely authorising of plans and the fulfilment of miscellaneous collaborative duties.

Default on the part of the Seller is only deemed as such following a formal reminder, even in the event the delivery is agreed for a date, which may be calculated or determined according to the calendar.

§ 19 Acceptance

The Buyer is obligated to comprehensively inspect the performance under the terms of this Agreement within 14 calendar days following delivery and installation and to provide notification of any defects, within the time period stipulated above.

If no notice of defects should be effected, the services provided by the Seller are deemed accepted as free of defects without an express declaration being effected by the Buyer. The utilisation of a service is considered acceptance thereof, where no notification of defects is provided.

§ 20 Extensibility through service and maintenance Agreements

The Buyer has the opportunity to extend warranty services by concluding a separate full-service maintenance Agreement. The Buyer hereby commits himself to the payment of a fixed monthly rate, based on percentage of the order value. The Seller hereby undertakes to remove any errors and to repair or replace defective hardware free of charge. The service and maintenance Agreement must be concluded prior to initial use of the products supplied under the terms of this Agreement.

§ 21 Disposal of electronic products

The company Obad Beschriftungen GesmbH offers the collection of the delivered electronic products at the end of their life cycle for the suitable disposal of these, if so requested by the Buyer. Obad Beschriftungen GesmbH shall invoice the Buyer for the expense he hereby incurs.

Alternatively, the Buyer shall assume responsibility for the disposal of the electronic products in accordance with statutory regulations and are hereby responsible for ensuring that these products do not become the property of private users and then disposed via municipal methods.

§ 22 Data protection

The Buyer shall ensure that his data processing systems and databases are in compliance with valid statutory requirements. This specifically applies to the collection, processing, amendment, transmission and deletion of data and databases. The Seller shall ensure that he will undertake no actions in the performance of this Agreement, which would breach existing data protection regulations.

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