

General Delivery Terms of AVL DiTEST GmbH



A. GENERAL DELIVERY TERMS

1. Scope

- 1.1 These General Terms and Conditions apply to all deliveries of goods or works. In case of software-deliveries and of installations, specific AVL DiTEST Conditions for Software and Conditions for Installation and Commissioning are applicable.
- 1.2 Any alterations to the terms and conditions, mentioned under 1.1 are only binding if accepted in writing.

2. Offer

- 2.1 Offers by the supplier are made without obligation.
- 2.2 Specifications and quotes in catalogues, brochures etc., are only binding if expressly referred to in the order confirmation.
- 2.3 The offer or project documentation must neither be reproduced nor disclosed to third parties without the supplier's consent. The documentation remains the supplier's property and must be returned to him upon request.

3. Acceptance

- 3.1 The sales contract does not come into force until the buyer has received the written order confirmation from the supplier, or the goods have been effectively delivered to the buyer.
- 3.2 Subsequent changes or amendments to the contract may be stipulated only in writing.

4. Prices

- 4.1 Prices are quoted ex supplier's works or warehouse, excluding packaging, dispatch and VAT. All expenses, duties and taxes related to the delivery are to the buyer's account.
- 4.2 If an order should differ from the offer, the supplier reserves the right to change prices accordingly.
- 4.3 Prices are based on the material and labour costs valid at the time of the first offer. Any changes to these costs prior to the date of delivery entitle the supplier to change prices accordingly.

5. Delivery and Dispatch

- 5.1 Delivery periods do not run before the date of the order confirmation, and are deemed to be fulfilled when the goods are dispatched from the supplier's factory or warehouse.
- 5.2 If not explicitly agreed otherwise, any governmental or other permits required for delivery in the buyer's country will delay, unless produced in time, delivery dates. They have to be obtained in the buyer's country by the buyer.
- 5.3 Terms and obligations of delivery are suspended as long as the buyer's payments are in arrear.
- 5.4 The supplier is entitled to carry out and invoice partial or preliminary shipments.
- 5.5 The agreed delivery periods are subject to force majeure, or unforeseen events or events beyond the control of the supplier, such as war, Acts of God, governmental interventions and bans, energy and raw material shortages, strikes, transport damages or delays. These events entitle the supplier to extend the time of delivery, also if they affect any of his sub-suppliers.
- 5.6 In case the delivery of the goods ready for dispatch is not possible or not desired by the buyer, the goods can be stored at the buyer's cost and risk. The delivery shall then be considered as performed.
- 5.7 Compensation for delays in delivery shall be payable only upon separate agreement, and shall be limited to an eventual penalty stipulated by the parties, even if delays are caused by the supplier's negligence.

6. Performance of Contract and Transfer of Risk

- 6.1 Costs and all risks are transferred to the buyer at the time of dispatch of the goods from the supplier's factory or warehouse, in default of the agreed delivery terms. This also applies in case of installations at the buyer's premises and transport by the supplier.
- 6.2 If delivery is delayed by the buyer, transfer of costs and risk shall become effective when the goods are ready for dispatch.
- 6.3 All periods depending on the supplier's performance of contract run from the dates specified in this section, irrespective of any quality tests or trial runs.

7. Payment

- 7.1 Unless otherwise agreed in writing, one third of the contract price shall be paid after receipt of the order confirmation, one third after half of the delivery period and the remaining third at the time of delivery. All invoices of the supplier shall become due within 30 days from the date of invoice.
- 7.2 Partial invoices are due immediately upon receipt. This also applies to payments which have to be made for additional performances, beyond the initial terms of contract, regardless of the conditions of payment applicable to the main performance.
- 7.3 Payment shall be made without any deduction in the agreed currency to the supplier's bank. Cheques or bills of exchange shall be accepted on account only, and all connected expenses shall be charged to the buyer's account.
- 7.4 The buyer shall not be entitled to withhold or reduce any payments due because of warranty or compensation claims.
- 7.5 In case of delayed payment the supplier is entitled either
a) to postpone his own obligations until receipt of the payments due,

- b) to fix a due date for all outstanding payments (cancellation of periods of payment),
c) to charge from maturity, interest at the current discount rate of the Austrian National Bank plus 5 per cent per year or
d) to rescind from the contract if the buyer fails to pay within a reasonable period of grace.

- 7.6 Until the buyer has fulfilled all financial obligations, the goods supplied shall remain the supplier's property. The buyer shall be obliged to meet all legal requirements in order to safeguard the supplier's property or security interest. In case of attachment or other kinds of seizure the buyer shall evidence the supplier's title and notify the latter immediately.

8. Warranty

- 8.1 Unless otherwise agreed the warranty period shall be six months from the date of transfer of risk as stated in 6.1, regardless of the legal qualification of goods delivered or works performed.
- 8.2 Claims will be accepted only if the supplier is immediately notified of the defect in writing. They are restricted to the repair or replacement of the defective goods. All other costs are to be borne by the buyer.
- 8.3 Defects which are due to abuse, misapplication, failure to follow the instructions for use, warnings, safety or other regulations provided by the supplier, improper or prolonged storage or other mistakes on the part of the buyer, are excluded from the warranty. In case of products which have been produced at the order of or according to the buyer's instructions or formulae, warranty will only cover the proper production of the goods. Normal wear will not be covered under warranty.
- 8.4 Supplier's warranty obligations cease if any changes or repairs are caused by the buyer or a third person without supplier's prior written consent. The performance of a warranty obligation does not prolong the original warranty period.

9. Liability

- 9.1 The supplier's liability according to the Product Liability Act is excluded, if specific provisions regarding the handling of the products, instructions for their use and/or warning and safety regulations as specified by the supplier have not been observed.
- 9.2 Outside the scope of the Product Liability Act damages shall be compensated only if the supplier is held responsible for intent or gross negligence. In this case, however, claims are limited to personal injury and material damage resulting directly from a defect in the products. All other claims, such as consequential loss of property or profit are explicitly excluded. Claims must be made in writing within a period of six months from the date of occurrence of the damage, but not later than two years from the date of delivery, otherwise they are forfeited.
- 9.3 Buyer is liable to subject his customers to the limitations of liability contained in this paragraph.

10. Rescission of Contract

- 10.1 The buyer can rescind the contract if delivery is delayed more than 60 days because of gross negligence of the supplier and despite a reasonable period of grace granted in writing.
- 10.2 Apart from the case of delayed payment according to para 7.5 d) the supplier can rescind the contract if
a) delivery or performance becomes impossible for reasons attributable to the buyer, or is delayed beyond a reasonable period of grace established in writing;
b) the buyer's financial situation has worsened notably after ordering the products, and he is not prepared to pay in advance, nor to provide sufficient security.
- Such rescission of contract shall also be permissible if only parts of the delivery or performance, which are still to be fulfilled, are affected.
- 10.3 In case that, due to events indicated in para 5.5, the agreed delivery times are delayed by more than one half of the period, but at least six months, either party shall be entitled to rescind the contract with respect to those parts of the delivery or performance which have still to be fulfilled.
- 10.4 If bankruptcy proceedings are instituted against either party's assets, or these proceedings are not instituted because of insufficient assets, the other party may rescind the contract with immediate effect.
- 10.5 In case of rescission of contract for other reasons than the one stated in 10.1 all performances or parts thereof which have already been fulfilled by supplier, shall be settled and paid according to the contractual provisions, notwithstanding supplier's claims for damages. This also applies to deliveries and performances not yet accepted by the buyer as well as to any preparatory work undertaken by the supplier. Alternatively, supplier is entitled to claim the restitution of products already delivered. Any other consequences resulting from a rescission of contract are excluded.

11. Patent Rights, Copyright

- 11.1 In the event a product is produced according to the buyer's construction, drawings or specifications, the buyer has to keep the supplier harmless and indemnified for any infringement of patent rights of third parties.
- 11.2 All technical documents, in particular plans, drawings, technical descriptions, as well as catalogues, brochures, pictures or models etc. are the supplier's

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exclusive property and are subject to legal and statutory restrictions on copy, reproduction, competitive use etc.
Para 2.3 also applies to such documents.

12. Place of Jurisdiction, Applicable Law

12.1 In case of controversies arising from the contract the venue of legal proceedings shall be the Austrian tribunal at the supplier's registered place of business. The supplier shall, however, also be entitled to take action before a competent tribunal at the buyer's place of business.

12.2 The parties may also agree to have controversies settled by arbitration.

12.3 The contract shall be construed and interpreted according to Austrian law. It is mutually agreed that the UNCITRAL Agreement of the United Nations on the law of international sales of goods does not apply.

B. General Terms and Conditions for Installation and Commissioning

1. Scope

These General Terms and Conditions shall apply to all contracts for erection, i.e. electrical installation and commissioning, of a device or plant.

2. Co-Operation by Buyer

2.1 The buyer shall undertake at his own cost all that is deemed necessary to ensure that the installation work is started on time and performed without hindrance or interruption. In particular, the products to be erected shall be stored in such a way that they are properly protected against any damage or deterioration, and if so agreed upon, these products shall be pre-assembled as stipulated. In addition, the buyer shall provide that all parts necessary for starting and executing the installation work are available in time on the place of installation. The buyer shall ensure that the access facilities to the site are in a usable state and the place of installation is in such a condition that installation work may be started at any time. If installation work shall take place in closed rooms, the building must be in a condition that allows work under normal working conditions.

Prior to starting installation, the buyer shall inform the supplier on all hidden power plants, gas fittings, water supply lines or similar, as well as deliver the required static data.

2.2 At his own cost and in accordance with the instructions specified in the supplier's installation program the buyer shall do the following in due time:

- a) Provide appropriate staff, non-skilled and skilled (masons, carpenters, locksmiths, crane drivers, etc.), in the number required and provided with the necessary tools and equipment.
- b) Perform all necessary earthmoving, construction, bedding, mortising, scaffolding and paint work and procure the required construction materials.
- c) Provide requisite jigs and mounting materials for installation and commissioning, such as scaffolding, wedges, base supports, cement, cleaning and sealing materials, lubricants, fuels, etc, as well as lifting gears, cranes, and other facilities.
- d) Provide the necessary operating media and electrical power as well as compressed air and water, heating and lighting, including the required connections to the place of installation; everything in the quality and quantity required.
- e) Arrange for the provision of suitable, dry, lockable rooms in the immediate vicinity of the place of installation for the storage of machine parts, instruments, devices, materials, tools etc. For the supplier's personnel the buyer shall provide appropriate work and amenity rooms equipped with adequate sanitary installations. In order to protect the supplier's personnel and property on site, the buyer shall make all arrangements he himself would make to protect his own personnel and property.
- f) Provide for protective clothing and safety devices if this is required due to special conditions on site which are unusual in the supplier's branch of industry.

3. Charges and Payment

3.1 General

The installation work shall be charged at lump-sum prices or on a time and material basis. Unless otherwise stipulated, the work shall be charged on a time and material basis.

The installation work performed shall be charged as follows:

- a) Charging and payment are effected as contemplated in the contract. Unless stipulated otherwise, commissioning of the plant will be charged separately.
- b) If the installation work, commissioning or final acceptance in the buyer's works are delayed owing to circumstances beyond the supplier's control, the buyer shall be charged with all additional costs caused by this delay.
- c) Payments effected by the buyer to the supplier's installation personnel shall not release the buyer from his obligation to make payment to the supplier, save as stipulated by express agreement.

d) Mutual material supplies on the installation site are subject to receipts to be signed by the site manager and the buyer or a person authorized by him. The same regulation shall be applied for services and performances.

e) If, due to reduction in working hours on the buyer's place or for other reasons beyond the supplier's control, except strike by his own personnel, the mounting personnel does not reach the daily working hours provided by tariff, the differential hours will be charged as normal working hours at the rates stipulated or generally used by supplier on a time and material basis.

f) If the supplier performs activities on the buyer's request which are not stipulated in the contract, these activities shall be charged on a time and material basis.

g) If the supplier, for reasons beyond his control, has to perform activities at times or conditions other than stipulated in the contract and if these activities cause additional costs, the buyer shall have to pay the additional costs if the supplier notifies him in time of the altered working conditions.

3.2 Work Charged on a Time and Material Basis

a) For installation work performed on a time and material basis the following shall be charged:

- aa) the working time according to the supplier's applicable schedule of rates, waiting times shall be considered as working times. Travelling times as well as preparatory periods shall be regarded also as working times;
- bb) daily allowances paid by the supplier;
- cc) expenses on fares, transportation of luggage, tools and incidentals etc.;
- dd) installation and erection materials supplied by the supplier, in accordance with the supplier's schedule of rates;
- ee) compensation for the provision of special tools, test and measuring devices, in accordance with the supplier's schedule of rates;
- ff) the costs for suitable accommodation of the supplier's personnel in the town of the site.

b) Daily allowances and expenses shall be charged including taxes.

c) In the event of work demanded by the buyer at times or under conditions causing additional costs, the supplier shall be entitled to make a surcharge on the normal rates in accordance with tariff.

d) The buyer shall verify the working hours performed by the supplier's personnel with his signature at least once a week. These written verifications shall be taken as a basis for calculation.

3.3 Installation Work Performed on a Lump-Sum Basis

a) The lump-sum price shall cover the agreed extent of work to be performed by the supplier under the specified working conditions and circumstances. Unless stipulated otherwise the lump-sum price shall be based upon the weekly working hours according to tariff applicable to supplier.

b) If the supplier so requires, the buyer shall deliver, to the best of his knowledge, a weekly, non-committal verification of the working hours performed by the supplier's personnel.

3.4 Overtime, Night-Work, Work on Sundays and Holidays

Any hours worked in excess of the normal daily working hours or on Saturdays shall be regarded as overtime. These additional working hours shall be charged according to the overtime rate. The night hours (between 7 p.m. and 6 a.m.) shall be charged in accordance with the respective night rate schedule.

Sunday work and work on public holidays shall be charged according to the relative schedule of rates in accordance with tariff. Holidays which are not public holidays shall be considered as workdays and shall be charged as such even if the personnel do not work by order of the buyer or for reasons beyond the supplier's control.

If the installation work is charged on a lump-sum basis and if late work, night-work, Sunday work or work on public holidays is performed by the supplier's personnel, then the difference between the normal hourly rates and the overtime, night or Sunday work or work on public holidays shall be charged separately.

4. Mounting of Objects and Materials Provided by Buyer

4.1 The supplier agrees to perform the installation work as stipulated in the Contract. He will not accept any liability, however, for the suitability and quality of the objects and materials provided. If the supplier doubts the quality and suitability of the objects and materials provided, he has to inform the buyer immediately. If the buyer does not react to the supplier's objections, the supplier shall be entitled in serious cases to refuse to perform the work in question.

4.2 The buyer shall bear the risk for the accidental loss or deterioration of the tools, equipment and material provided by him.

5. Acceptance of Work

5.1 The buyer shall be obligated to accept the work performed as soon as notification of completion is received, or as soon as a trial run of the equipment supplied and erected has taken place if called for under the Contract. If the work performed turns out to not meet the provisions of contract, the supplier shall be under the obligation of correcting the deficiency at his own expense and within a reasonable period of time, unless the

deficiency must be considered to be immaterial to the buyer's interests, or if the deficiency is due to circumstances for which the buyer bears responsibility. If the deficiency is of minor importance, the buyer shall not be entitled to refuse acceptance of the work involved if the supplier expressly recognizes his obligation of correcting the deficiency at his expense.

- 5.2 In the event acceptance by the buyer is delayed for reasons beyond the supplier's control, acceptance shall be considered to have taken place two weeks after the supplier passes to buyer notification of completion of work.
- 5.3 After acceptance the supplier shall no longer be liable for disclosed deficiencies, unless the buyer has expressly reserved the right to claim a particular deficiency.

6. Installation Work by Buyer or Third Parties

If the contract provides that the installation work shall be performed by the buyer or third parties entrusted by the buyer and that the supplier only provides for the commissioning of the plant or facility, the following terms shall be applied:

- 6.1 The installation work must have been completed as specified in the contract.
- 6.2 Additional costs caused by deficient or incomplete installation work shall be charged on a time and material basis, in particular if for commissioning a lump-sum price has been provided in the contract.
- 6.3 If commissioning of the erected plant or device is delayed owing to deficient or incomplete installation work, the buyer is charged separately with all additional costs on a time and material basis.
- 6.4 If the contract provides for an inspection of the installation work effected by the buyer, and if deficiencies are found on this occasion, the buyer shall remedy these deficiencies prior to commissioning of the plant or device.
- 6.5 The buyer shall be liable for all defects or damages caused by deficient installation work with respect to the plant or device supplied by the supplier.

C. General Terms and Conditions for Software

1. Scope

These General Terms and Conditions are special conditions that shall be applied to the delivery of software. Unless stipulated otherwise in these Conditions, the General Terms and Conditions of AVL DITEST shall apply. If, by way of exception, software is delivered to consumers as specified by section 1, para. 1 Z 2 of the 'Konsumentenschutzgesetz' (applicable Austrian consumer protection law), BGBl. 1979/140 (relevant official federal law bulletin), then the General Terms and Conditions shall be applied unless contradicting to the regulations specified by section 1 of this law.

2. Subject of Contract

2.1 Software

Within the meaning of these General Terms and Conditions, the software includes software programs sold to the buyer for utilization on and operation or control of electro technical, electromechanical and/or electronic systems and devices, plus the accompanying operating instructions.

The buyer may use the software only after obtaining a special software licence from AVL DITEST.

If, for technical reasons, the data media delivered to the buyer contain software not covered by the software licence granted to the buyer, this software may be utilized only with a separate written licence. The delivered software may include technical measures to prevent access to such unlicensed software.

2.2 Software Used on Hardware Delivered by AVL DITEST

If the software is sold for the purpose of operating plants or devices (hardware) delivered by AVL DITEST, the buyer is granted the non-transferable and non-exclusive right to utilize the software, but only on the specified hardware and place of installation and under observation of the contractual specifications. AVL DITEST reserves all rights not expressly granted to the buyer. In particular, the buyer may not, without prior written consent by AVL DITEST, copy, modify or distribute the software to Third Persons or use the software on hardware other than specified in the contract.

2.3 Independent Software

Software which is sold to the buyer not in connection with a specified hardware shall be utilized by the buyer only on those plants and devices specified in the Software Licence Contract by type, number and place of installation. For other respects, the terms and conditions as specified by section 2.2 shall be applicable correspondingly.

2.4 Additional performances

Additional performances shall be charged on separate accounts.

Additional Performances include, among others:

- Copying, translating or generating of the software, as well as performances as described by section 4.4;
- data media supplied by AVL DITEST, unless these are part of hardware delivered by AVL DITEST;
- analyzing and correcting of deficiencies caused by improper handling, operating mistakes, or other circumstances not caused by AVL DITEST;
- introduction and training, unless included in the contract;
- improvements, i.e. updated versions of the software offered to the buyer, which facilitate operations, shorten hardware occupancy times or improve specifications and applications of the software.

3. Modifications, Updates, Copies

- 3.1 If necessary for operation on the licensed plant, the buyer may modify the software in machine-readable form or merge it into other programs. Even when adapted in such a manner, shall the software remain subject to the present General Terms and Conditions.
- 3.2 A software licence granted by AVL DITEST entitles the buyer to utilize the licensed software version only. Updated versions are subject to a separate licence or to the specifications in the software maintenance contract, if any.
- 3.3 If the buyer is granted a written software licence without data media, he shall be entitled to copy, for operational purposes, a software version already sold and licensed to him to another plant not licensed up to that date. For this purpose, AVL DITEST will issue an additional software licence in which the newly licensed hardware is specified.

4. Protection of Industrial Property Rights and Trade Secrets

- 4.1 The buyer is responsible for ensuring the continued proprietary nature of the software delivered by AVL DITEST, in particular with respect to industrial property rights, copyrights and the right of copyright notice. The buyer shall provide all software copies, complete or partial, as well as all modified or transferred software versions with the AVL DITEST copyright notice, as well as with all other notice of industrial property rights in the same way as they are affixed on the original, licensed software version.
- 4.2 The buyer is obligated to ensure the continued confidential nature of the software and of the techniques and methods involved. This obligation is extended also to his employees and agents. This obligation continues also if the software is modified or merged into other programs. The buyer is not entitled to apply any method to reproduce the source code, in whole or in part, from the binary software, or to gain knowledge of the structure and conception of the software or hardware or firmware implemented.
- 4.3 The buyer shall keep records about the licensed software including the respective software version, the serial number of the licensed plant, the location of the licensed software, as well as the number of copies made. The buyer shall have to submit the records to AVL DITEST, if required. AVL DITEST will make use of this right if there is well-founded suspicion that the buyer fails (has failed) to comply with any provision of this contract.
- 4.4 Upon termination of the Software Licence Contract the buyer shall return all software certificates to AVL DITEST and destroy all copies of the software, including modified copies, and make written notice of this to AVL DITEST. The obligation to observe secrecy as described under section 4.2 continues also after termination of Software Licence Contract.

5. Delivery, Assumption of Risk, Acceptance of Software

- 5.1 AVL DITEST delivers the buyer the software version valid at the time of delivery.
- 5.2 Unless stipulated otherwise, the software and the data media shall be dispatched at the buyer's cost and risk.
- 5.3 If the buyer destroys or damages or accidentally deletes the software, AVL DITEST shall provide replacement for the damaged software if available, against payment of reasonable prices for order processing, data media and delivery costs.
- 5.4 The software is considered accepted, when
- the buyer confirms that the software corresponds with the contractual specifications;
 - the buyer does not notify in writing gross deficiencies within a trial period of two weeks;
 - the buyer uses the software after the trial period has expired;
 - the software cannot be installed and made ready for operation within a reasonable period of time determined by AVL DITEST for reasons beyond AVL DITEST's control.
- 5.5 If no formal acceptance has been stipulated, the date of acceptance is replaced by the date of delivery.

6. Warranty, Maintenance, Modifications

- 6.1 For software not excluded from warranty, AVL DITEST guarantees correspondence with the contractual specifications, provided that the software is installed properly and used under the conditions specified in the contract.
- 6.2 The warranty includes
- error diagnosis and
 - error correction
- during the duration of the warranty period. Unless stipulated otherwise, the warranty period is three months from the date of acceptance as specified under sections 5.4 and 5.5.
- The correction of errors, i.e. deviations from the valid specifications which impair the functioning of the software, is effected
- by AVL DITEST through support and instructions for troubleshooting, preferably via data connection with buyer (modem, postal services). If this is not possible, error correction implies
 - delivery of a new, improved software. If this is not possible,
 - troubleshooting (modification of software) at the buyer's place.
- The preconditions for the correction of a software error are that the error impairs the functioning of the program; that the error is reproducible; that the buyer has installed the new software versions, if any, offered to him free of charge during the warranty period; that the buyer provides all information and material necessary for error correction; and that AVL DITEST has access to the hardware and software during normal working hours.

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The buyer agrees to support AVL DITEST in error correction by providing a qualified expert whose qualifications meet the requirements of the system and who helps to remove the error.

- 6.3 If the customer concludes a Software Maintenance Contract with AVL DITEST, AVL DITEST assumes the specified services and performances for the duration of the contract.
- 6.4 AVL DITEST does not warrant software which has been modified by the buyer or by third parties without AVL DITEST's written consent, even if the error occurs in a part not modified. If during error analysis the conclusion is made that the error is not subject to warranty or that the error was not caused by the delivered software, the buyer is charged with all resulting costs.
- 6.5 AVL DITEST does not guarantee that the software functionality meets all requirements of the buyer, that the programs run with other software used by the buyer; that the software runs without interruptions or errors; or that all software errors can be corrected.
- 6.6 Should, during warranty period, the software be deficient in the way that it does not meet the specifications and should AVL DITEST, in spite of sustained efforts, not be able to remove the error and should the buyer for this reason not be able to use the software, each party has the right to rescind the Licence Contract with immediate effect and refund the received performances.
- 6.7 The presence of deficiencies in individual programs does not entitle the buyer to rescind the contract also with respect to all other programs.
- 6.8 The warranty excludes any other claim and the liability for any damage arising out of the use of the software.

7. Limitation of Liability

- 7.1 The buyer has the exclusive control over the use of the licensed software, he therefore shall assume the sole responsibility for the usefulness and safety of the results of this utilization. AVL DITEST excludes any liability for negligence in contract or contractual performance.
- 7.2 AVL DITEST does not assume liability for the general faultlessness of the software or for a specific capacity or performance of the software, unless this has been explicitly guaranteed for a specified field of application.
- 7.3 For all other respects, liability is limited as specified by section 9 of the General Terms and Conditions of AVL DITEST. The buyer exempts AVL DITEST from all claims enforced by third parties, which go beyond the liability specified by these conditions.

8. Third Parties' Rights

AVL DITEST shall support the buyer in defending all claims which are based on the allegation that the use of the software as stipulated violates industrial property rights or copyrights held by third parties. The buyer shall immediately notify AVL DITEST of an alleged violation of such rights and of eventual law suits.

Should such claims be enforced by third parties, AVL DITEST may either modify or exchange the software at their own cost or get a software licence. If this is not possible at reasonable costs, the buyer shall be obligated to immediately return the original software and all copies including all written materials against refund of the purchasing price under deduction of the depreciation charges or a reasonable fee for utilization hitherto. AVL DITEST excludes all other claims submitted by the buyer with respect to the violation of industrial property rights or copyrights held by third parties.