

**General Terms and Conditions of IDS
Scheer AG for the licensing and maintenance of
standard SAP software (IDS Scheer SAP-LS/PS)
Correct as at 02/2008**

§ 1 Scope of contractual terms and conditions

1. These general terms and conditions shall apply exclusively in all contractual relations according to which IDS Scheer AG (hereinafter referred to as "IDS Scheer") maintains and licenses standard SAP software and associated documentation to other companies, legal persons governed by public law or special public bodies (hereinafter referred to as "the Customer"). Special terms and conditions may be agreed for third party software and third party data that IDS Scheer or SAP AG markets in parallel therewith.
2. IDS Scheer may provide Open Source products and third party software, particularly such products and software as may include differing provisions for rights of use and liability, on the basis of separately agreed licensing terms and conditions.
3. Conflicting or supplementary general terms - particularly the Customer's general terms and conditions - shall not be considered part of the agreement, even if IDS Scheer enters into an agreement without expressly contradicting such terms and conditions.

§ 2 Pre-contractual period, contract conclusion, written form

1. Software or other objects (e.g. proposals, test programs) that are licensed to the Customer by IDS Scheer prior to conclusion of the contract shall remain the intellectual property of SAP AG (see § 4). They must not be reproduced or made available to third parties. If no contract results, they must be returned or deleted and all use thereof must cease. For the rest, the provisions of these General Terms and Conditions shall also apply to the pre-contractual obligations, particularly the limitation of liability clause of § 2. IDS Scheer may accept offers from customers within four weeks. Offers from IDS Scheer are without obligation unless otherwise agreed in writing. In cases of doubt, the offer or the order confirmation from IDS Scheer shall be authoritative for the purpose of the contract content.
2. The conclusion of the contract and all subsequent changes and additions thereto shall be invalid unless made in writing. This also applies for waiving

the requirement for the written form. Verbal subsidiary agreements will not be entered into.

3. All cancelations, warnings and deadlines issued by the customer must be made in writing in order to be effective.
4. The requirements for the written form stipulated in Para. 3 and Para. 4 or elsewhere in these General Terms and Conditions may also be satisfied by a fax or written correspondence. For the rest, § 127 Para. 2 BGB (German Civil Code) shall not apply.

§ 3 Deliverables

1. IDS Scheer shall supply the software in accordance with the product description in the documentation and the applicable schedule of IDS Scheer conditions governing the licensing of standard SAP software (hereinafter referred to as the IDS Scheer schedule of conditions). Unless otherwise agreed, the version of the software that is current at the time will be shipped.
2. The product description in the documentation is definitively authoritative with regard to the properties and condition of the functionality of the software delivered by IDS Scheer.
3. IDS Scheer shall not be responsible for any properties surpassing the representations of this product description. In particular, the Customer may not infer such an obligation from other representations of the software in public statements or in the advertising by SAP AG or IDS Scheer, unless SAP AG or IDS Scheer have expressly confirmed such surpassing properties in writing. Guarantees must be confirmed expressly and in writing by SAP AG or IDS Scheer.
4. The Customer has familiarized itself with the principal functional features of the software and bears responsibility for ensuring that the software satisfies its wishes and needs; the Customer must address questions of doubt by consulting with employees of IDS Scheer or qualified third parties before the conclusion of the contract. IDS Scheer will provide the technical operating capabilities and conditions of the software (e.g., in terms of database, operating system, hardware and data carriers) upon request. In addition, SAP AG will provide notes on the technical operating conditions of the software and any changes thereto on the online information platform operated by SAP AG.

(Para. 6), productive distribution of the software and/or preparation for productive distribution are not permitted.

§ 4 Rights of SAP AG

All rights to the software – particularly the copyright, rights to inventions and technical trademarks - are the exclusive property of SAP AG in the relationship with the Customer, even if software is generated at the direction or with the cooperation of the Customer. IDS Scheer is only entitled to grant the Customer the entitlements described in § 5 and § 6 with regard to the software. The Customer shall have only the non-exclusive entitlements described in § 5 and § 6 with regard to the software. 2. Para. 1 applies correspondingly for all other items, documents and information that may be entrusted to the Customer prior to the signing of the contract and during its performance, including reperformance, supervision and maintenance.

§ 5 Entitlements of the Customer

1. The Customer receives simple right of use of the software. The Customer may only use the software within the scope defined by the contract - taking into account the criteria defined in the IDS Scheer schedule of conditions as necessary. The right of use is limited to the software named in the contract, even if the Customer is technically able to access other software components. In general, the Purchase type contract entitles the Customer to use the software for an unlimited period, a Rental type contract specifies the contractually agreed period for which the Customer may use the software. When the use of is of such type, the Customer shall observe the following rules.
2. The Customer must use the software solely for the purpose of processing its internal business transactions and those of companies that are affiliated with the Customer as defined in § 15 AktG ("German law on stock corporations"). In particular, operation of a computer center for companies that are not affiliated with the Customer or use of the software to train persons who are not employees of the Customer or its affiliated companies is not permitted. Further particulars are set forth in the IDS Scheer schedule of conditions. In the case of test systems that the Customer is permitted to set up in accordance with the provisions of the IDS Scheer schedule of conditions, the Customer's rights of use are limited to those activities that are necessary in order to determine the condition of the software and its suitability for operation by the Customer. In particular, editing activities (Para. 5), decompilation
3. All data processing devices (e.g., hard drives and central processing units), to which the software is copied in part or fully, temporarily or for prolonged periods, must be located in premises used by and owned directly by the Customer. Based on a written agreement with IDS Scheer, the data processing devices as described in Item 1 may also be located in premises used and directly owned by an affiliated company. If the Customer wishes to operate the software or have the software operated for its own purposes as defined in Para. 2 on data processing devices that are under the direct ownership of a third party company (outsourcing), this is only permitted on the basis of a written agreement with IDS Scheer, which IDS Scheer is prepared to enter into provided its justified operational interests - particularly with regard to respecting the contractual conditions of use and transfer of the software via the third party company – are protected.
4. The Customer may perform data backups in accordance with standard technical procedures, and create the backup copies of the software that are necessary for this purpose. A backup copy on a movable data carrier must be identified as such and furnished with the copyright mark of the original data carrier. The Customer must not change or remove the copyright marks of SAP AG.
5. The Customer may only re-engineer the software as defined in § 69 c Art. 2 UrhG (German Copyright Act), and in particular may only make changes and additions to the extent that such are expressly permitted by the law or the IDS Scheer schedule of conditions. Re-engineering rights are based on the provisions of the IDS Scheer schedule of conditions. IDS Scheer herewith advises that even minor changes can cause significant, unpredictable malfunctions in the execution of the software and other programs. The Customer is therefore warned emphatically against making unauthorized changes to the software, and the Customer bears sole responsibility therefor.
6. Before decompiling the software, the Customer will submit a written request to IDS Scheer with reasonable advance notice to provide the information and documents that are necessary for ensuring interoperability. The Customer shall not be entitled to begin decompiling until the notice period has expired without a satisfactory response, and

then only within the constraints of § 69 e UrhG. Before involving third parties (e.g. as provided for in § 69 e Para. 1 Item 1 Para. 2 Item 2 UrhG), the Customer shall provide IDS Scheer with a written statement by the third party to the effect that the third party agrees to be bound independently by the rules stipulated in § 4 to § 6.

7. If the Customer receives software replacing software it was previously licensed to use, e.g. in the course of amendment or maintenance, the Customer's entitlements under the terms of § 5 and § 6 with regard to the former software, now replaced, shall be null and void as soon as the new software is put into operational use. However, it may use the new software as a test system in parallel with the software that was formerly used operationally under the rules of the IDS Scheer schedule of conditions. Conditions of return are set forth in § 14.
8. IDS Scheer must agree in writing to any use of the software that exceeds the provisions of these terms and conditions or the IDS Scheer schedule of conditions. If the software is used without such agreement, IDS Scheer will present an invoice for the amount corresponding to the exceeding use in accordance with the currently applicable version of the IDS Scheer schedule of conditions. The right to seek damages shall remain unaffected thereby.
9. The Customer undertakes to provide IDS Scheer with written notification in advance of any change affecting its right of use or payment.
10. In all cases, the Customer shall receive only those rights to third party software that are necessary for it to be used together with the software. Such rights specifically do not include any re-engineering or transfer rights.

§ 6 Transfer

1. A Customer that has purchased software under the terms of a Purchase type contract (including software obtained by any subsequent additional purchases or as part of a maintenance program) may only transfer such software to a third party in its entirety, and thereby surrenders its own right to use the software completely and definitively. Temporary or partial licensing of rights of use to third parties or licensing the right of use to multiple third parties is prohibited, even as part of company restructuring and legal successions as provided for in the German Reorganization Act.

2. In all cases, the software may not be transferred without the written consent of IDS Scheer. IDS Scheer will provide its consent when the Customer submits a written statement from the new user in which the new user undertakes to honor its obligation to IDS Scheer with regard to the agreed conditions of use and transfer of the software, and the Customer provides written confirmation to IDS Scheer that it has transferred all original copies of the software to the third party and has deleted all copies it created for its own use. IDS Scheer shall be entitled to deny the request if the use of the software by the new user is prejudicial to IDS Scheer's justified interests. A separate payment must be agreed with IDS Scheer for the transfer of re-engineered versions as defined in § 5 Para. 5.
3. Software that has been obtained by a contract other than a Purchase type contract may not be transferred to any third parties.

§ 7 Cooperation by the Customer

1. The Customer will ensure an appropriate running environment for the software (hereinafter referred to as "IT systems"), where appropriate according to the instructions of SAP AG. The Customer's responsibility includes ensuring the proper operation of the necessary IT systems, if necessary by entering into service agreements with third parties. In particular, the Customer shall comply with the instructions in the documentation and the notes on the SAP AG online information platform.
2. The Customer shall cooperate in the performance of the order as required and free of charge by e. g. making employees, work areas, IT systems, data and telecommunication equipment available. It shall allow IDS Scheer to access the software and the IT systems both directly and via data transmission means.
3. The Customer will name a contact person for IDS Scheer in writing, together with correspondence and email addresses at which the contact person may be reached. The contact person must be in a position to make the necessary decisions or cause them to be made promptly on behalf of the Customer. The Customer will take steps to ensure optimum cooperation with the contact person at IDS Scheer.
4. The Customer will thoroughly test the software for absence of defects and usability in the specific situation before starting to use the software operationally. This also applies for the software the

Customer receives as part of the reperformance and maintenance program.

5. The Customer will take appropriate measures against the event that the software does not function correctly, in part or in its entirety (e.g. by backing up data, troubleshooting, regular checks of results). In the absence of express written notification in individual cases, the employees of IDS Scheer may always assume that all data with which they may come into contact have been backed up.
6. The Customer shall be solely responsible for any disadvantages and additional costs arising from its failure to discharge its obligations.

§ 8 Time of delivery and performance

1. The delivery of the software is effected when IDS Scheer transfers the standard programs and documentation to the Customer on data carriers (physical shipment) or makes them available for download on a network, and communicates their availability to the Customer (electronic delivery).
2. IDS Scheer will deliver the most recent version of the software within one month of signing of the contract. Shorter delivery dates require the express, written agreement of IDS Scheer.
3. In the case of physical dispatch, the time at which IDS Scheer hands the data carriers over to the delivery company is decisive for compliance with delivery deadlines and the transfer of risk, in the case of electronic delivery, the decisive time is the time at which the software is made available for download on the network and the Customer is notified thereof.
4. If IDS Scheer is required to wait for cooperation or information from the Customer or is prevented from performing the order by strike, lock-out, official action or other circumstances over which it has no control, the delivery and performance deadlines shall be deemed to be extended by the duration of the obstructing circumstances plus a reasonable restart time after the circumstances have been rectified. IDS Scheer will notify the Customer of any such circumstances.
5. Working days are the weekdays from Monday to Friday (9 am to 6 pm CET) with the exception of public holidays in the German province of Saarland, and December 24 and 31.

§ 9 Price, payment, reservation

1. The prices for software deliveries are inclusive of transportation and packaging in the case of physical shipping. In the case of electronic delivery, IDS Scheer will bear the costs of making the software available for download on the network. The Customer will bear the costs of downloading. The price indicated in the licensing agreement at the time of signing shall apply.
2. All prices are exclusive of the applicable value added tax, value added tax applies only to the sale. An invoice will be issued for each individual delivery or service. Payments are due 14 days after invoicing. No discount shall be granted. Beginning 16 days after the payment due date, IDS Scheer will calculate interest at the default interest rate currently applicable by law.
3. IDS Scheer may request installment payments or advance payments in full if a business relationship with the Customer does not already exist, if the delivery is to be made abroad or the Customer's corporate headquarters are in another country, or if there are reasons to doubt that the Customer will make payments on time.
4. The Customer is only entitled to set off against uncontested or certified claims. Without prejudice to the provisions of § 354 a HGB (German Commercial Code) the Customer is not entitled to transfer its claims to third parties.
5. IDS Scheer retains its rights (§ 4 and § 5) to the objects of the agreement until the complete settlement of its claims arising from the contract. The Customer must inform IDS Scheer in writing immediately if third parties receive access to the merchandise subject to reservation and must inform the third parties of the rights of SAP AG and IDS Scheer.

§ 10 Obligation to inspect and give notice of defects

1. The Customer is obliged to inspect all deliveries and services provided by IDS Scheer and to notify IDS Scheer of any defects in accordance with the provisions of § 377 HGB.
2. The Customer shall advise of defects with a precise description of the problem, in writing when so required by IDS Scheer. Only the contact partner (§ 7 Para. 3) and if necessary the certified Customer Competence Center as defined in the IDS Scheer

schedule of conditions are authorized to provide notification of defects.

§ 11 Defects as to quality and title; other impairments of performance

1. IDS Scheer stands warranty for the agreed condition (see § 3) of the software in accordance with the rules of sales law, and affirms that the transfer to the Customer of the agreed entitlements of use are not contingent on the rights of any third parties (see § 5 and § 6).
2. In the event of proven defects of quality, IDS Scheer stands warranty by reperformance in that IDS Scheer shall provide the Customer with a new, defect-free version of the software, or correct the defect at its discretion. Defect correction may also consist in IDS Scheer showing the Customer reasonable options for avoiding the effects of the defect. In the event of proven defects of title, IDS Scheer stands warranty by reperformance in that IDS Scheer shall ensure that the Customer has unrestricted right of use of the supplied software or shall provide equivalent software by way of replacement or modification at its discretion. The Customer must accept a new version of the software provided the contracted functional scope is maintained and the transfer is not unreasonable.
3. If the reperformance finally fails after a reasonable period of grace set by the Customer, the Customer is entitled to withdraw from the contract or request a price reduction. The provisions of §§ 2 and 17 must be observed when setting a grace period. IDS Scheer will pay damages or compensation for futile expenditures arising from a defect within the limits defined in § 12.
4. The limitation period for claims under the terms of Paras. 1 to 3 is one year and begins on the date of delivery of the software. This also applies for claims arising from rescission and reduction as set forth in Para. 3 Item 1. The abbreviation of the limitation period shall not apply in the event of intent or gross negligence on the part of IDS Scheer, fraudulent concealment of the defect, personal injury or defects in title as defined in § 438 Para. 1 Item 1 a BGB. 5. The limitation period for defects in amendment services, workarounds or redeliveries as part of the reperformance also ends at the time defined in Para. 4. However, if IDS Scheer checks for the presence of a defect or provides the reperformance with the agreement of the Customer, the limitation period will be suspended until IDS Scheer informs the

Customer of the results of its tests, or declares that the reperformance is complete or refuses to complete the reperformance. The limitation period shall begin no sooner than three months after the end of the suspension period.

6. If IDS Scheer provides services while locating or correcting faults while not obligated to do so, IDS Scheer shall be entitled to request payment under the provisions of § 18. This shall apply in particular if a reported defect as to quality cannot be proven or is not attributable to IDS Scheer. In particular, payment is due for the additional expense incurred by IDS Scheer in correcting defects caused by the Customer's failure to comply properly with its duty to cooperate, improper operation of the software or failure to use the IDS Scheer services recommended by IDS Scheer.
7. If a third party asserts claims that conflict with the exercise of the contractually granted rights of use, the Customer must immediately inform IDS Scheer of such thoroughly and in writing. If the Customer ceases using the results of the work in order to cut losses or for other substantial reasons, it is obliged to inform the third party that the termination of use is not associated with an acknowledgment of any claimed infringement of industrial property rights. At this point, the Customer authorizes IDS Scheer to pursue the dispute with the third party alone, both in and out of court. If IDS Scheer makes use of such authorization, which it may do at its discretion, the Customer may not acknowledge the claims of the third party without the agreement of IDS Scheer and IDS Scheer is obliged to defend itself against the claims at its own cost. IDS Scheer indemnifies the Customer against the costs and damages that are associated solely with IDS Scheer's defense against the claims. The provisions of this paragraph apply regardless of the start of the limitation period as defined in Para. 4.
8. If IDS Scheer fails to provide services or provides inadequate services in areas other than its warranty as to quality and title, or if IDS Scheer commits some other violation of its obligations, the Customer must make all objections in writing and grant IDS Scheer a grace period, during which IDS Scheer shall have the opportunity to perform the service in good order or to otherwise remedy the impairment. § 17 shall apply. The limits defined in § 12 for damages or compensation for futile expenditures shall apply.

§ 12 Liability

1. In all cases of contractual or non-contractual liability, IDS Scheer shall pay damages or compensation for futile expenditures only: a) in the full amount for claims based on intent, only in the amount of the foreseeable damage that should be prevented by the violated obligation or the guarantee for claims based on gross negligence or the absence of a performance feature that was guaranteed by IDS Scheer, b) in other cases: only claims based on violation of a major obligation, if the purpose of the contact is jeopardized thereby, but in all cases limited to 200,000.-- euros per incident, up to a maximum of 500,000.-- euros arising from the contract.
2. This does not preclude a counterclaim of contributory negligence (e.g. arising from § 7). The liability limitations defined in Para. 1 shall not apply in cases of liability for personal injury or for liability under the terms of the German Product Liability Act.
3. A statute of limitations of one year shall apply for all contractual and non-contractual claims against IDS Scheer with regard to damages or compensation for futile expenditures. This shall not apply in cases of liability for intent or gross negligence or in the event of personal injury or claims under the provisions of the Product Liability Act. The statute of limitations as described in Item 1 starts at the time defined in § 199 Para. 1 BGB. It shall begin no later than 5 years after the claim situation arose. The differing limitation period for claims based on defects as to quality and title (§ 11 Paras. 4 and 5) is unaffected by the provisions of this paragraph.

§ 13 Confidentiality and data protection

1. The contractual partners undertake to treat as confidential the contents of the contracts they have entered into with each other and all confidential information and industrial secrets of the respective other partner of which they gain knowledge during the performance of the order indefinitely, and only to use such information for the purpose of fulfilling the order. The industrial secrets of IDS Scheer also include the software and the services provided under the present conditions.
2. The Customer may only make objects of the contract accessible to employees and other third parties to the extent that such is essential to enable it to exercise the right of use granted to it. In all other respects, the Customer shall treat all objects of the contract as confidential. The Customer will inform all

persons it allows to access the objects of the contract regarding IDS Scheer's rights in respect of the objects of the contract and will instruct them in their duty to confidentiality, and will have them sign a statement acknowledging their duty to confidentiality.

3. The Customer will store the objects of the contract with care - in particular any source programs and documentation it receives – to prevent any likelihood of misuse.
4. IDS Scheer complies with the rules of the German Data Protection Act. If IDS Scheer obtains access to the Customer's hardware and software (e.g., during remote servicing), it will not be for the purpose of commercial processing or use of personal data by IDS Scheer. Instead, personal data will only be transferred in exceptional cases as an incidental consequence of the contractual services provided by IDS Scheer. IDS Scheer will handle this personal data in accordance with the regulations of the German Federal Data Protection Act and other pertinent protective provisions.
5. IDS Scheer shall be entitled to include the Customer in its list of references.

§ 14 End of right of use

Regardless of the circumstances under which the right of use ends (e.g., withdrawal, expiration of the agreed contract duration or cancelation), the Customer shall release all deliveries and copies of the software and shall delete stored software unless it is bound by law to keep it for longer. It shall confirm the completion of these activities in writing to IDS Scheer.

§ 15 Additional rules for maintaining software

1. In Rental contracts, software maintenance constitutes a part of the services offered, and can only be terminated at the end of the rental agreement. For software that is purchased in a Purchase type contract, IDS Scheer provides software maintenance on the basis of a separate maintenance agreement.
2. IDS Scheer provides software maintenance in the form of the services described in the service and maintenance agreement associated with object. SAP AG will adapt its range of services to the further

development of the software and technical progress, and will pay due attention of the justified interests of its customers when making changes. If the justified interests of the Customer are impaired by a change in services, the Customer shall be entitled to cancel the maintenance contract prematurely with a notice period of two months from the time the change took effect. Para. 6 Items 2 and 3 and Para. 7 apply correspondingly. IDS Scheer will announce the change providing advance notice of three months in a written statement to the Customer and advising the Customer of its right to cancel.

3. IDS Scheer will maintain the latest version of the software. For older versions, IDS Scheer will provide maintenance services as defined in SAP AG's release strategy, which may be downloaded from the SAP AG online information platform.
4. § 11 applies correspondingly for defects as to quality and title of software that is supplied under the terms of the maintenance program. Withdrawal from the contract is replaced by extraordinary cancellation of the maintenance or rental contract. The payment owed under the terms of the maintenance or rental contract is the object of any right of reduction.
5. Obligation to pay begins in the month following the month in which the software is delivered. Payment is to be made quarterly in advance on or before the tenth working day of the respective calendar quarter.
6. Software maintenance is always carried out on the Customer's entire inventory of the software if IDS Scheer offers maintenance therefor. The Customer must always keep all installations on which the software is running maintained, or cancel the software maintenance contract entirely. The Customer cannot cancel the contract in part. Additional purchases cause software maintenance to be extended based on a separate contract. The agreement regarding software maintenance may be canceled in writing by either party, giving notice of three months until the end of a calendar year, however not before at least two complete contract years have elapsed.
7. Notifications of cancellation for good cause must be made in writing. The rules for setting grace periods in § 17 apply accordingly. IDS Scheer reserves the right to cancel for good cause particularly in the event of repeated or gross violation of major contractual obligations (e.g., § 5 to § 7 or § 13). In such cases, IDS Scheer retains the right to request payment of sums arising from the services provided

up until the cancellation and shall be entitled to claim immediate lump-sum payment of compensation in the amount of 60 percent of the payment that would have been due by the earliest time at which the Customer could have canceled. The Customer shall be entitled to prove that IDS Scheer incurred damages of lesser value.

8. If the Customer does not order software maintenance immediately upon delivery of the software and begins software maintenance at a later date to achieve the current software status, it must pay the software maintenance fees retroactively that it would have had to pay according to the IDS Scheer schedule of conditions if it had entered into the software maintenance agreement at the same time as the delivery. This subsequent payment is due immediately and in full. The same applies if the software maintenance service is canceled and subsequently reactivated. Reactivation is permitted at any time.
9. If the payment for software maintenance is fixed as a percentage of the software purchase price, IDS Scheer may alter this percentage by notifying the Customer in writing, observing a notice period of two months prior to the end of the respective calendar year, to reflect the change in the average gross earnings of employees in the retail, financial and insurance industries in Germany (as published by the German Federal Statistical Office) relative to the corresponding average gross earnings at the time the percentage rate was last fixed. In this case, if the Customer does not cancel the software maintenance agreement within two weeks of receipt of the notification before the end of the calendar year, the new payment is deemed to have been agreed. IDS Scheer will indicate this point in the notification as well.

§ 16 Additional rules for renting software

1. IDS Scheer may alter the payment amount for rental contracts by notifying the Customer in writing, observing a notice period of two months prior to the end of the respective calendar year, to reflect the change in the average gross earnings of employees in the retail, financial and insurance industries in Germany (as published by the German Federal Statistical Office) relative to the corresponding average gross earnings at the time the payment amount was last fixed. § 15 Para. 9 Items 2 and 3 apply correspondingly.

2. Rental agreements may be canceled by either party by providing written notice of three months before the end of a calendar quarter, however not for a time that falls before the minimum agreed contract lifetime has elapsed. § 15 Para. 6 Items 2 and 3 and Para. 7 apply correspondingly.
3. For liability based on defects as to quality and title of the software, § 15 Para. 4 applies correspondingly. Strict liability for faults that already existed when the contract was concluded as defined in § 536 a Para. 1 BGB is precluded.

§ 17 Contract obligation by law or agreement

Except in urgent cases, the Customer's foreseeable deadlines must allow at least ten working days. If a fixed deadline passes without result, and the Customer is thereby entitled to dissolve the contract (e.g., by withdrawing, canceling or claiming compensation instead of the service) or reduce the payment amount, the Customer must first communicate these consequences of failure to meet the deadline in writing, together with a description of the deadline. After a period defined in accordance with Item 2, IDS Scheer may request that the Customer exercise its rights arising from the elapsed deadline within two weeks following receipt of the request.

§ 18 Final provisions

1. Other services that are not included in the explicit description of services of the Purchase, Rental,

Leasing and Maintenance contracts must be the subject of a separate agreement. For these services, the General Terms and Conditions for "Consulting" (IDS Scheer-CS) of IDS Scheer AG and the obligation to pay as stipulated in the respective IDS Scheer schedule of conditions shall apply unless otherwise agreed.

2. The sole legal venue for all disputed arising from and connected with this contract is Saarbrücken if the Customer is a merchant, a legal person governed by public law or a special public body.
3. German law excluding the UN convention on contracts for the international sale of goods shall apply exclusively.

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