

General

The following Terms and Conditions shall apply to any and all offers made by gcs and any and all contracts concluded with gcs relating to products and/or software and/or services.

Any general terms and conditions of business of the Customer are hereby expressly rejected and opposed to. Under no circumstances whatsoever shall such other terms and conditions become an integral part of any contract between gcs and the Customer. The Customer by accepting an offer made by gcs expressly waives the applicability of its own general terms and conditions if existing.

Oral offers and/or oral acceptance of offers shall only become legally effective if confirmed by gcs in writing. Offers of gcs that do not include any deadline for acceptance may be revoked by gcs unless gcs receives written confirmation of acceptance by the Customer within three weeks with effect from the date of offer.

Gcs reserves the right to make changes to the design, choice of materials, specification and type even in cases where an order confirmation had already been sent provided such changes are not totally incompatible either with the order confirmation or the Customer's specification. The Customer with the acceptance of an offer also agrees to any other changes proposed by gcs provided such changes are not unreasonable for the Customer.

The documents belonging to the offer/contract, such as illustrations, drawings and specifications of dimensions shall only give approximate indications insofar as they are not expressly designated as binding. Drawings and illustrations shall remain in the ownership of gcs. Gcs reserves the right, during the course of further developments, to effect changes to the products insofar as the Customer can reasonably be expected to tolerate the same.

Price, dispatch, packaging, scope of delivery

All prices shall be FOB excluding statutory domestic value added tax/comparable foreign tax and packaging costs. Customers within the EU shall notify their VAT identification number to gcs. Gcs shall select the type of packaging for the items to be delivered and may charge Customer for packaging.

Delivery times, force majeure

Adherence to delivery dates by gcs is subject to performance of contractual duties by the Customer. Delivery dates shall be reasonably extended in the context of events relating to industrial disputes, in particular strikes and lockouts, or if unforeseen obstacles shall arise which lie outside the control of gcs such as interruption of operations, operational breakdown or malfunction or delays in the delivery of essential materials, insofar as such obstacles are proven to exert significant influence on manufacture or delivery of the item ordered. This shall also apply if such circumstances arise with subcontractors of gcs. Neither shall gcs be liable for the circumstances described above if they arise during an already existing delay. Gcs shall notify the beginning and end of such obstacles to the Customer as soon as possible. Partial deliveries shall be permissible within the delivery dates notified by gcs. If, by way of exception, gcs has a duty to assemble items delivered the deadlines pledged by gcs need only be met if the items to be assembled are made available by the Customer in a timely manner. In the event of any delay in delivery that is not due to intent or gross negligence, the liability of gcs shall be limited to a maximum of 5% of the sale price or the remuneration.

Payment, due date, payment of deposits, default

All amounts due shall be paid by the Customer in the currency specified in the invoice, through wire transfer, to the Company's bank account in Austria. Any and all banking fees in connection with the wire transfer shall be borne by the Customer.

The acceptance of orders and the performance of deliveries may be made dependent on the provision of an advance payment or other securities such as, for example, an irrevocable and confirmed letter of credit or a bank guarantee issued by a bank accepted by gcs.

In the event the financial situation of the Customer substantially worsens after the conclusion of a contract, whether through a petition for the initiation of insolvency proceedings, initiation of

composition proceedings, a petition for the issuance of an affidavit or a warrant of arrest or similar events, gcs shall be entitled at its sole discretion to demand advance payments or the provision of (further) security within a reasonable period. Gcs shall be entitled to withhold its performance until such requests are fulfilled. Gcs shall be entitled to withdraw from the contract after the expiration of the period in the event the advance payment is not made properly or security is not provided properly prior to such date. A substantial worsening of the financial situation of the Customer is to be assumed in the event the customer being in default with more than two payments.

With effect from the due date all outstanding amounts shall be subject to interest at 8% pa above the base rate of the European Central Bank without further notice. Gcs reserves the right to claim further damages. If partial payment has been agreed and if the Customer is late in payment of any instalment, then the remaining amount shall become due immediately.

Customer waives the right to withhold payments with respect to any counterclaims it may assert which are not acknowledged by gcs or which have not been established by a final court decision, or to extinguish its debts by way of set-off.

Confidentiality

Customer shall keep confidential any information obtained in relation with the conclusion of a contract.

Cancellation costs

If the Customer withdraws from a binding offer or a contract concluded gcs may demand as liquidated damages at least 10% of the sale price, this, however shall not be deemed to restrict in any way gcs' right to claim a higher actual loss.

Warranty

Gcs makes no warranty, express or implied, concerning any licensed software, including, without limitation, that the software is merchantable or fit for a particular use. The software is provided "AS IS" and is neither warranted nor expected to be free of errors.

Whenever a free version or a trial version of the licensed software is available, the Customer has the responsibility of testing the software and ensuring that it fits its needs and is merchantable prior to the conclusion of the contract.

No support for and maintenance of the licensed software is included in the contract, unless specifically agreed otherwise. Gcs may, at its sole discretion, create upgrades and updates to correct errors. Such upgrades and updates shall be subject to these Terms and Conditions.

In any case must the Customer inspect the product delivered as to defects in quantity and/or quality upon delivery without delay insofar as can be expected by trial processing, Customer is obliged to inform gcs of any defects without delay; otherwise the product delivered shall be considered to have been approved. Any defects not recognizable in such inspection are to be notified to gcs after being detected without delay. Any complaints are to be made without exception in writing specifying the order information and the invoice and shipment number.

If and insofar as warranty cannot validly be excluded by law gcs shall be liable for defects for a period of one year only. In the event of a defect, gcs shall at its own discretion be entitled to replace the defective shipment or to rectify the defect. In the event of a defect in title, gcs shall be entitled to remedy such defect by modifying the delivered product/software in a manner reasonably acceptable for the Customer. The Customer shall only be entitled to claim damages in lieu of performance in the event of intentional or grossly negligent breach of duty on the part of gcs. If in the event of a defect in title modification is not feasible on economically reasonable terms or within a reasonable period, both the Customer and gcs shall be entitled to withdraw from the contract.

In all other respects, the provisions contained below under "Liability" shall also apply to the warranty.

Liability

Gcs and its representatives shall under no circumstances be liable to the Customer, neither in tort nor in contract, for economic, consequential or indirect damages of any kind, including but not limited to loss of profits, loss of use, loss of data or interruption of business, arising out of or in connection with the use of the licensed software, products delivered or otherwise, even if advised of the possibility of such damages.

If and insofar liability cannot be validly excluded gcs' liability is limited by the amount of the sale price to be paid by the Customer.

If determination of fault is required for any claim of the Customer, the burden of proof shall rest with the Customer unless and insofar as otherwise prescribed by mandatory law.

Retention of title

Gcs shall retain title to all products or software delivered until receipt of payment in full and shall be entitled to withdraw from the contract if the Customer is in arrears with such payment.

The Customer is entitled to resell the products delivered or sub-license the software delivered in the course of ordinary business only if and insofar as the Customer duly notifies the third party to which such products are to be resold or software sub-licensed of such retention in title and in advance assigns to gcs any and all claims arising from the resale of such products and/or sub-lease of software delivered to the third party, irrespective of whether resale and/or sub-lease takes place before or after processing of the products/software with respect to which title is retained. The Customer shall be authorized to collect claims against the third party, provided that the Customer complies with its payment obligations in relation to gcs and insolvency proceedings have not been instituted with respect to the customer's assets. Gcs' right to collect the claim itself shall remain unaffected thereby. However, gcs undertakes not to collect the claims provided that the Customer properly complies with its payment obligations, is not in arrears with payment and insolvency proceedings have not been instituted with respect to its assets. In the case of linkage, blending or combining with other products not belonging to gcs gcs shall acquire joint title to the new product in proportion to the value of the product supplied by gcs compared with the other products at the time of linkage, blending or combining. The Customer is not entitled to pledge or assign as security the products or software delivered hereunder. The Customer shall bear all costs incurred in removing access or recovering the products and/or software delivered hereunder. The Customer shall be obliged to maintain the products/software delivered in a proper condition for the period of retention of title to insure such products/software against loss through fire, theft, water and alike. The Customer herewith assigns its compensation claims against insurance companies to which it is entitled from damages of the above-mentioned type or any other claims for replacement to gcs in the amount of gcs' claims and gcs herewith accepts such assignment.

In the event the retention of title expressly agreed upon herein is not recognized by the law of the country in which the delivery object is located, or in the event such retention is only recognized in observation of certain prerequisites, the Customer shall be obliged to notify gcs thereof no later than with the conclusion of the contract. In the event mandatory local law does not allow the retention of title or the extended retention of title but allows gcs to reserve other rights to the products and/or software delivered serving the purpose of security in a manner similar to the retention of title, gcs herewith declare to assert such rights. The Customer hereby agrees to cooperate in the performance of any measures necessary for the performance (in particular in the observation of formal requirements).

Copyright, Licensing

All software delivered is copyrighted and protected by national copyright laws and international treaty provisions. The Customer agrees to undertake every reasonable effort to prevent any

unauthorised copying of the licensed software. The Customer shall not remove or obscure any copyright notice or other proprietary notices from the licensed software.

Whenever a transmissible licence is granted, gcs shall have no liability whatsoever regarding the transfer of the licence to a third party, including any direct or indirect damages of any kind claimed by the third party.

The Customer shall be held solely responsible to ensure that the distribution of the licensed software to the third party complies with all legal requirements and does not infringe any laws or intellectual property rights.

The Customer shall be solely responsible to its customers for any update or support obligation or other liability that may arise from his transmission of the licence.

Miscellaneous

No modification of or amendment to the contract, nor any waiver of any rights under such contract shall be effective unless in writing signed by the respective party.

Severability clause

In the event that any term hereof should be or become invalid, this shall not affect the validity of the remaining terms. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision.

Place of performance, place of jurisdiction and applicable law

Both these Terms and Conditions and any contracts concluded hereunder shall be governed and construed in accordance with the laws of Austria. The UN Convention on the International Sales of Goods (CISG) shall not apply.

The place of performance with regard to all products/software supplied and services rendered shall be Salzburg, Austria.

Any and all disputes arising out of these Terms and Conditions or any contract made or related to their construction, violation, termination or nullity shall be submitted to the exclusive jurisdiction of the Courts of Salzburg, Austria.

In addition, gcs shall have the right at its own discretion to assert its claims either before the competent courts at the place where the Customer has its corporate seat or to have such disputes finally settled by an Arbitral Court under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) in which case the number of arbitrators shall be one, the language to be used in the arbitral proceedings shall be English and the place of venue shall be Vienna.

The Customer is not allowed to bring a counterclaim before courts other than the court before which the original action is pending, or to seek to offset its own claim against the claim in the action before courts other than the first court invoked.

Any claim by Customer against gcs shall be brought within one (1) year after such claim have arisen otherwise such claims are forfeited.

Gcs if prevailing in any legal action brought by one party against the other shall be entitled, in addition to any other rights and remedies it may have to be reimbursed for its expenses, including court costs, arbitration fees and expenses and reasonable attorneys' fees.

Salzburg, January 2000