

Supplementary Terms and Conditions for the Supply of IT Products and Maintenance Services of S&T AG

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1. SHIPMENT AND TRANSFER OF RISK

- (a) Place of performance shall be our registered office in Linz, unless otherwise agreed. The risk of loss, destruction of or damage to supplies shall transfer to customer once that supply is shipped. Unless special transport agreements exist, S&T may select the form of transport at its own election without incurring any liability. If transport was carried out by S&T or any of its subcontractors, customer is required to inspect the delivery immediately upon its arrival and report any suspected damage by timely written notice to ensure that time limits applicable in connection with the enforcement of insurance claims are observed.
- (b) S&T may at its sole discretion also decide to supply software, deliverables, specifications or product documentation electronically or by granting customer electronic access or by downloading in the country in which S&T accepts the purchase order.

2. INSTALLATION

- (a) The products are installed by S&T only by virtue of special agreements.
- (b) If a product shall be installed by S&T, that product shall be deemed installed if all installation steps described in the installation instructions have been successfully completed and ready status has been achieved.

3. OPERATION

S&T does not warrant for an error-free and uninterrupted operation of the products or for the products' functioning in hardware and software combinations other than those specifically prescribed by the product specifications or for the fulfillment by the products of customer's requirements. Customer may only use firmware embedded in hardware, so that the hardware can work according to the specifications.

4. PRICES AND TAXES

- (a) The prices for the products and services are the prices stated in S&T's on-site current published price lists at the time S&T receives customer's purchase order and those stated in a valid quotation. Unless a quotation states otherwise, prices may change at any time before S&T has accepted a purchase order.
- (b) If customer is legally required to withhold and transfer taxes in connection with customer's purchase order, customer must:
- have the right to reduce a payment by the amount of that tax;
 - withhold and transfer these taxes to the relevant tax office;
 - assist S&T in taking advantage of any reduced withholding tax

according to the applicable tax treaty;

- provide S&T with a tax certificate or any other acceptable receipt which confirms payment of that tax as required by the relevant tax authorities.

- (c) If business involves third-party financing, customer is required to notify S&T in advance to clarify the tax treatment.

5. RESERVATION OF TITLE

- (a) S&T shall retain title to any service provided until complete payment of the compensation along with ancillary costs.
- (b) Customer is required to treat the goods with care as long as they are S&T's property.
- (c) Customer must promptly notify S&T by written notice of any third-party access to the supplies & services, including but not limited to any judicial foreclosure and any damage to, destruction of or change in the possession of the supplies & services and any change in customer's own address. Customer is required to compensate any damage and costs which may arise from any breach of these obligations and any necessary intervention as a result of third parties having access to the products.
- (d) Customer will edit and process the supplies & services always on behalf of S&T. If goods are processed, S&T will become co-owner of the new item in proportion of the value of the deliverables contributed by it. The same applies, if the goods are processed or combined with other items not owned by S&T.
- (e) If supplies & services are pledged or subject to any other claim, customer is required to assert S&T's ownership title, give immediate written notice to S&T and reimburse it for any expenses incurred in connection with preserving its property.

6. REPAIRS AND DATA

Prior to the delivery of products subject to warranty or maintenance, customer will delete any data (including personal data) saved on data carriers (such as hard drives, memory units, chips) to be replaced or returned.

7. MAINTENANCE

- (a) By virtue of a maintenance agreement, S&T undertakes to fault-clear the hardware products located on the relevant location and mentioned in the maintenance agreement through the competent S&T Service Delivery Centre ("SDC") or through remote service during agreed service times ("Maintenance").

- (b) Troubleshooting shall commence within the agreed response time. Response time shall mean the period after the SDC has received the fault report ("Call Receipt") within which S&T will prepare for the maintenance assignment and organise the necessary spare parts.

- (c) Within the agreed recovery time starting with the Call Receipt, S&T undertakes to make defective hardware products operable. Recovery does not include a recovery of the operating system and of data. In connection with that recovery, S&T may replace or exchange equipment.

- (d) S&T reserves the right to use spare parts of other producers, with the spare parts used not having to be virgin parts. Title to replaced parts shall pass to S&T's property. As part of a security measure, S&T may incorporate technical changes and improvements into the hardware, provided that S&T pays for the resulting costs. During the times referred to in Section 8, S&T will also support customer by phone in connection with troubleshooting ("Fault Diagnosis by Phone").

8. SERVICE TIMES

- (a) Unless otherwise agreed, servicing and maintenance is available Mondays through Thursdays from 8 a.m. to 5 p.m. and on Fridays from 8 a.m. to 2 p.m., except on local public holidays (in the country in which customer receives on-site services; in case of remote services, in the country where S&T is domiciled).
- (b) Response and recovery times are interrupted when the stated service time ends and continue on the next work day at the beginning of the above service times. If customer desires maintenance services to be provided outside agreed times, work provided outside service times will be charged separately according to S&T's hourly rates as applicable from time to time. Public holidays, December 24 and December 31 shall not count as work days.

9. EXCLUDED SERVICES

- (a) S&T will provide its services within a scope that is defined exhaustively and in more detail in the maintenance agreement concluded with customer. The maintenance agreement does not include, in any event, a guarantee that customer's computer system will continue to be operational without interruption.
- (b) S&T's services not covered by the scope of deliverables as laid down in the maintenance agreement will be charged separately according to S&T's generally applicable tariffs and rates. Unless specifically otherwise agreed, this shall particularly include:

- services provided outside the contractually agreed service times, services provided for devices and/or accessory not covered by the contract as well as alterations, additions or other facilities of customer's computer system;
 - trouble-shooting caused by operation errors, improper handling, technical interference by customer or third parties or external influence outside S&T's control, particularly force majeure (e.g. lightning, fire, flood, etc) or vandalism, burglary, theft as well as service assignments caused by false reports customer may have made,
 - exchange of parts not supplied by S&T;
 - installation, maintenance or extension of add-on services not provided by S&T;
 - services necessary as a result of hardware changes and/or changes in non-contractual, reciprocally programme-dependent application programmes;
 - cleaning and troubleshooting according to operating manual instructions;
 - conversion and reconstruction of data;
 - data backup and data restore;
 - removal of computer viruses and necessary add-on services;
 - costs of wear parts (such as print heads, heating stations, maintenance kits, picture tubes, line output transformers, batteries, buffer batteries etc) and consumables (such as paper, colour ribbons, toners, ink cartridges, cleaning agents and data carriers) and electric work outside customer's computer system or certain devices;
 - servicing of hardware products which the manufacturer designates as having reached their "end of life".
- (c) All services to be provided by S&T under the maintenance agreement with customer require that customer's computer system is technically faultless and operational upon conclusion of the contract. For this purpose, S&T may thoroughly inspect customer's computer system prior to the conclusion of the maintenance agreement. S&T will promptly give notice to customer should it turn out that hardware and/or the computer system's software components must be repaired or put into a technically faultless condition. S&T will separately charge any repair services customer may order. S&T may rescind the contract if it turns out after conclusion of the maintenance agreement that customer's computer system is not technically faultless and operational. In case of rescission, customer is required to reimburse S&T for all expenses incurred until the rescission date.
- 10. ADDITIONAL CLIENT COOPERATION AND CLIENT DELIVERABLES**
- (a) Customer will cooperate and provide the following additional deliverables at the same terms and conditions as set out in the General Terms and Conditions:
- Customer will strictly observe the installation requirements necessary for the hardware components of customer's computer system and notify the precise parameters;
 - procure that the environment in the room where hardware is to be installed corresponds to manufacturer requirements;
 - at customer's own initiative not carry out and will not procure that third parties carry out any repair or maintenance work on hardware products during the term of this contract, unless such work is carried out according to S&T's instructions and with its consent;
 - before customer calls off maintenance services carry out fault diagnosis using diagnostic programs and communicate to SDC the malfunction, the contract details and information such as company name, contact person, phone number, place of assignment, model and serial number of the device, and fault symptom, which are necessary to process customer's fault report;
 - use only accessories which comply with the computer system's manufacturer specifications;
 - train customer's staff continuously to rule out that service assignments are solely necessary due to use of wrong accessories or operation errors;
 - take precautions which allow rapid fault diagnosis, such as independent fault analysis using diagnostic routines, and record hardware and software components and error descriptions on the basis of check lists;
 - take appropriate security precautions to restore customer's data, and particularly make regular data back-ups;
 - grant S&T unrestricted and safe access to all premises where hardware and software components of the computer system are located to allow S&T to provide the services;
 - make available during the provision of S&T's services an employee who is well familiar with the computer system and who may provide S&T with information which allows rapid fault diagnosis and, in case of remote service, who can make available a working phone or data network connection and track and cancel, if necessary, S&T's service actions on a screen;
- make available to S&T documentation disks as well as updated installation disks for the software used; and
 - assign an appropriate room to S&T at no charge for the storage of spare parts, manuals and the like;
 - save all data at the beginning of servicing;
 - supply the following information about the components to be maintained: manufacturer, model, type, features, serial number, copy of delivery note (is only necessary if S&T is not the supplier at the same time).
- (b) Customer is required to have all work relating to equipment and components of customer's computer system, which are covered by a maintenance agreement, carried out exclusively by S&T.
- (c) Customer shall ensure at customer's own responsibility that confidential data/information relating to customer's own computer system, including but not limited to access codes, codes, passwords, and other subscriber data be kept confidential. Any such information stored on hard disks will be reasonably encrypted.