



Fax order form

Eclipse™ Imaging Software	price	quantity	total
Eclipse™ Version 3.1.4 für Windows NT®/98 commercial single user license	1508.00 EURO / USD incl. VAT*		
software & documentation are only available in English	1300.00 EURO / USD excl. VAT*		

Total EURO / USD

* Freight charges will be added to your invoice. Shipping via Federal Express _____

ship to:

last name: _____ name: _____
company: _____ VAT reg #: _____
address (no PO Boxes): _____
city, state, zip code: _____ country: _____
phone: _____ fax: _____
e-mail: _____

payment:

VISA MasterCard /Euro Card American Express
card #: _____ expiry date: _____
name: _____
this contract is subject to Form & Vision GmbH

signature: _____ date: _____

print this form and fax it to : ++49 (0) 69 82 97 30 77



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Ust.ID DE 166 933 201

General terms and conditions
of
Form & Vision GmbH
Myliusstr. 47, 60323 Frankfurt am Main
(hereinafter called „Form & Vision“)

§ 1
Scope of general terms and conditions

All deliveries and services prompted by on-line-orders by mail or telefax are made exclusively under the following terms and conditions in the version valid at the time of order. Contradicting or differing terms and conditions of the buyer are not accepted unless Form & Vision had explicitly agreed in writing. Individually bargained terms are not touched by this ruling.

§ 2
Conclusion of Contract

- (1) Offers on the website, in brochures or similar materials as well as any descriptive specification on products and specification of prices are subject to change and not binding unless they are explicitly stated to be binding. Form & Vision in particular reserves the right to changes in favour of technical progress.
- (2) Buyer makes a binding offer by sending off his order typed into the online-mask of Form & Vision via email by means of mouse-click, hitting the enterkey or any similar act. The offer is binding at the latest when the e-mail has passed Form & Vision's interface.
- (3) The offer can also be made by fax or mail using the form of Form & Vision.
- (4) Form & Vision is entitled to accept the offer within two weeks. The offer deems to be refused after fruitless expiry of the time-limit. The acceptance can be made by sending a confirmation of the order either via email or by delivery of the goods.

§ 3
Power of Revocation

- (1) The buyer may revoke his offer within seven working days. Working day is a day which is no Sunday, no Saturday or bank holiday at the domicile of the buyer. The time-limit is complied with by sending off the revocation letter to the postal address of Form & Vision in time.
- (2) The period of time starts running when Form & Vision has enabled the buyer to take notice of the information in the order mask and the CD-Rom by means of a permanent data carrier. With goods the period of time does not run before the day of delivery of the goods at the buyer. With goods the power of revocation expires at the latest three months after the day of their delivery at the buyer.
- (3) The power of revocation according to the previous subsection (1) does not exist in respect of the delivery of software if the delivered data carriers have been unsealed by the buyer.
- (4) The power of revocation according to the previous subsection (1) does not exist if the buyer is not a natural person or if the order can be assigned to a commercial or self-employed occupation.

§ 4
Delivery

- (1) If not otherwise agreed upon delivery is ex works Form & Vision to the delivery address named by the buyer. Indications on the time of delivery are not binding unless the time of delivery has been confirmed in a binding way.
- (2) The risk passes onto the buyer as soon as the goods have been handed over to the transport worker or have left Form & Vision for delivery.
- (3) Form & Vision is not liable for delays in respect of delivery and services caused by force majeure and because of circumstances that render delivery substantially more difficult or make it impossible. Such events entitle Form & Vision to postpone delivery for the duration of the obstacle. Damages because of delayed delivery are excluded in so far as Form & Vision is neither responsible for wrongful intent nor for gross negligence.
- (4) If buyer fails to accept the goods or services in time or infringes another duty to cooperate Form & Vision is entitled to claim damages that result from this, including extra expenses. The risk of incidental destruction or deterioration of the goods passes onto the buyer at the time of failure to accept the goods in time.

§ 5
Update

- (1) The buyer has to send back the registration card on his own costs to Form & Vision.
- (2) Having sent the registration card back the buyer is entitled to buy the subsequent available update of the software for the list price reduced by 75 %.

§ 6
Prices

- (1) The agreed prices are meant as ex works Form & Vision without installation, training and other additional services. Dispatch is done on our free choice. Form & Vision delivers using packaging customary in trade; necessary special packaging – e.g. for shipping overseas – is on buyer's account. Form & Vision is entitled, however not committed to ensure the goods on the buyer's account. Dispatch without freight and costs are only done on special agreement in writing. Individual agreements shall not be impaired by the above regulations.
- (2) Additionally, the due amount of turnover tax is owed.

§ 7
Terms of payment

- (1) Online-Orders shall solely be paid by credit card or generally accepted electronic cash. The account of the buyer is debited immediately after confirmation of the credit card institution.
- (2) Otherwise payments may also be made by bank transfers, debit entries or with deliveries within ermany by C.O.D.

§ 8
Reservation of Ownership

- (1) Form & Vision reserves ownership of the delivered goods until complete payment of the price.

In commercial context Form & Vision reserves the ownership of the goods until receipt of all payments owed within the business connection.
- (2) The enforcement of the reservation of ownership is not deemed to be a repudiation of contract unless Form & Vision communicates this explicitly to the buyer.
- (3) When the reservation of ownership is enforced the buyer is not entitled to further use of the software. All copies made by the buyer have to be erased.

§ 9
Warranty

- (1) Form & Vision has carefully designed and tested the computer programs. It is pointed out that on the present state of technology it is not possible to design software that works without default in each possible system or template environment. However Form & Vision warrants a program which is useful in the sense of the program description. Minor defects in regard of usefulness remain out of question.
- (2) Defects that impair usefulness of the delivered software substantially are remedied within the warranty period of six month running from delivery, after the register card has been sent back and after the defect has been communicated stating the register number and version number as well as giving a description of the mistake to the hotline set up by Form & Vision. If the defect cannot be remedied by the hotline Form & Vision will place the subsequent available update at the buyer's disposal for free.
- (3) If a deficiency under the previous subparagraph (2) cannot be remedied within due time by the hotline or by the update the buyer will be entitled to claim on his choice reduction of the price or repudiation of the contract.
- (4) Any further warranty is excluded. In particular Form & Vision does not guarantee that the functions of the program meet with the needs of the buyer or work together with other components in the specific configuration of the buyer. Form & Vision accepts no liability for the choice, installation, and use as well as the intended results of the software. Any liability is excluded for results of amendments of the software by the buyer or a third person or by improper treatment or use of the software.
- (5) As for the amount Form & Vision is only committed to remedy the defect by placing the earliest available update at the buyer's disposal. Any liability for consequential damages is excluded. In no case Form & Vision will be liable for a loss of data.

§ 10
Limitation of Responsibility

- (1) Form & Vision accepts unlimited liability for defects in right and lack of features that had been guaranteed in the agreement. Liability for initial inability to comply with the contract, delay or impossibility of performance is restricted to the amount insured by Form & Vision's employer's liability insurance and to the kind of damages that have typically to be taken into account in connection with the sale of software.
- (2) Apart from this Form & Vision accepts unlimited liability only for damages which result from intentional or gross negligent behaviour of its lawful representatives and leading employees. Form & Vision accepts liability for other persons that play a role in the performance of the agreement only up to the amount stated in the previous subsection (1) in respect of initial inability.
- (3) In view of damages that result from the infringement of substantial duties of the damages, and is moreover limited with regard to the amount on the amount insured by the employer's insurance of Form & Vision.
- (4) Any potential compulsory liability under the German Product Liability Act is not touched (§ 14 Product Liability Act¹).

§ 11
Data Protection

Form & Vision is entitled to gather, store, and process in the sense of the German Federal Data Protection Act² the necessary personal data of the buyer.

§ 12
**Place of Performance,
Applicable Law and Forum**

- (1) Place of performance is Frankfurt am Main.
- (2) The entire legal relationship between the parties is governed by the laws of the Federal Republic of Germany while the UN-Commercial Law (Convention or the International Sale of Goods) is excluded.
- (3) In case that the buyer is merchant under the German Commercial Code³, legal public entity, or separate public property, the forum is agreed to be Frankfurt am Main.

§ 13
Indication

It is indicated that any use of the software is only allowed after conclusion of the enclosed licence agreement with the owner of the rights, Form & Vision.
By breaking of the seal the terms of the licence agreements are accepted by the buyer.

§ 14
Final provisions

The ineffectiveness of one or more provisions of this agreement does not effect the validity of the others. The ineffective provision will be replaced by a provision that best achieves the economic purpose of the ineffective provision.

¹ Produkthaftungsgesetz
² Bundesdatenschutzgesetz
³ Handelsgesetzbuch