

General Terms of Business



Date: Aug,15.2010

§1. General

(1) The business relationship between the customer and SYBERA is characterized by the particularities of software services and IT products. The customer can rest assured that his orders will be carried out with care by expert staff.

(2) The following conditions apply to all contracts and deliveries, unless they have been modified with the express consent of SYBERA. Divergent general conditions of the customer only apply if SYBERA expressly agrees to them.

§2 Training

Training is based on the "General Training Conditions" and the "General Terms and Conditions" of SYBERA.

§3 Products

The basis of the purchase contract for hardware and software products are the "License and Use Conditions" as well as the "General Terms and Conditions" of SYBERA.

§4 Project-related service

(1) Unless otherwise agreed, the terms of reference for project-related services shall be laid down in a supplementary project contract. If no project contract is stipulated, the "General Terms and Conditions" of SYBERA and the associated order confirmation shall be deemed to be a project contract.

(2) The customer shall provide SYBERA with the documents and information necessary for carrying out the work, in particular devices, programs and program parts with which the project is connected.

(3) Customer-specific changes during the project term are renegotiated, unless otherwise agreed. If new technical findings emerge during the project period that lead to serious changes or impracticability of the project, SYBERA is entitled to terminate the order.

(4) Unless otherwise agreed, the customer has no claim to return the source code. SYBERA reserves the right to freely share all work results, in particular the use of work results for training or other commercial purposes.

(5) SYBERA undertakes to treat as confidential all information entrusted to it concerning company data, programs or projects as well as to treat entrusted devices with care and to return them to the customer immediately after the order has been completed.

(6) SYBERA accepts no liability for damages resulting from programming services or training or delays to the customer or third parties, unless otherwise agreed in the supplementary project contract.

(7) The customer undertakes to immediately check the service provided. It shall be deemed accepted if the customer does not notify SYBERA in writing within 14 days after notification of completion of the defects identified by him. In this case, a reasonable grace period is agreed for rectification of defects.

§5 Offer and Delivery

(1) The order signed by the customer is binding. The sales contract is concluded when SYBERA has confirmed the acceptance of the order in writing within 3 weeks or delivered the object of purchase.

(2) Modifications to hardware or software products are reserved, as far as the delivery item is not significantly changed or the intended use is not restricted and the changes are reasonable for the customer.

(3) If SYBERA becomes aware of facts only after the conclusion of the contract that give rise to reasonable doubts as to the creditworthiness of the customer, SYBERA is entitled to demand appropriate collateral. If the customer does not provide this security within a reasonable period, SYBERA is entitled to withdraw from the contract.

§6 Delivery

(1) If goods are delivered or dispatched by SYBERA, the delivery will be made at the expense of the customer. Partial deliveries are permitted. Should SYBERA fall into delay of delivery, the customer must set a period of grace of at least 4 weeks.

(2) The delivery period shall be extended appropriately in case of force majeure and other unforeseeable, unavoidable and serious events. SYBERA is obliged to provide the necessary information as soon as reasonably practicable and to adapt its obligations to the changed circumstances.

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(3) Deliveries from suppliers to SYBERA shall be deemed to have been fulfilled, provided that they have been fully received as merchandise at SYBERA's company location and have been accepted there.

(4) The place of performance is the registered office of SYBERA

§7 Terms of payment

(1) The basis of the invoice amount is the generally disclosed price or the sum agreed in the project contract. The amount will be invoiced to the customer after acceptance of the service or the delivery and is payable net within 14 days. In the event of default of payment by the customer, SYBERA is entitled to demand default interest of 3% per month.

(2) Expenditure-related project services, unless otherwise agreed, will be invoiced by daily rates, with time stamped monthly.

(3) The customer shall only be entitled to offsetting rights if his counterclaims are legally established, undisputed or acknowledged by SYBERA.

(4) The supplier has a term of payment of 30 days from receipt of the complete acceptance of the goods.

§8th. Retention of title

(1) Until full payment, the goods remain the unrestricted property of SYBERA. In the event of default of payment by the customer, SYBERA is entitled after a reasonable period to reclaim the goods and the customer is obliged to surrender.

(2) All costs due to the return and utilization of the object of purchase shall be borne by the customer. The utilization costs amount to 10% of the realization proceeds, unless the customer proves that lower costs have arisen. The proceeds will be credited to the customer after deducting the costs and other related claims of SYBERA.

§9 Warranty

(1) The warranty period for hardware products is 6 months, calculated from delivery.

(2) If the hardware product is subject to a defect, SYBERA is entitled to choose whether to remedy the defect or to replace it. In the event of removal of defects, SYBERA is obliged to bear all expenses necessary for the purpose of correcting the defect, in particular transport, travel, labor and material costs, insofar as these do not increase as a result of the goods being brought to a place other than the place of delivery. In case of failure to remedy the defect, the customer is entitled, after attempting to remedy the defect, to demand a reduction of the purchase price or cancellation of the contract.

(3) Further claims of the customer are excluded.

(4) SYBERA sells the software via the evaluation concept. The customer is given the opportunity to test the product for a sufficiently long time before buying it. SYBERA therefore assumes no liability for the completeness, functionality or correctness of the supplied software. In particular, no liability is accepted for direct or indirect damages resulting from the installation or use of the software supplied.

§10 Liability

(1) SYBERA is only liable for intent, gross negligence and breach of essential contractual obligations.

(2) Insofar as the liability of SYBERA is excluded or limited, this also applies to the personal liability of its employees, employees, employees, legal representatives and vicarious agents. In cases of gross negligence by simple vicarious agents, SYBERA is liable for compensation for typical, foreseeable damage.

(3) The statutory provisions on the burden of proof remain unaffected.

§11 Jurisdiction

(1) Jurisdiction is Stuttgart.

(2) Only the law of the Federal Republic of Germany shall apply to the contractual relationships.

§12 legal validity

Should individual provisions be or become invalid, this shall not affect the validity of the remaining content of the contract.