

Pro-Data LGI S.A. GENERAL TERMS AND CONDITIONS

1. AREA OF APPLICATION

These *General terms and conditions* apply to any commercial relationship and to any contract with **Pro-Data LGI S.A.** Any exception must be set out in writing.

In the event that these *General terms and conditions* contradict the client's conditions of purchase, these terms and conditions shall prevail over the client's conditions of purchase.

2. GENERAL POINTS

Pro-Data LGI S.A. agrees to provide only the goods and/or services ordered from it, after having duly agreed to supply the order.

The client declares that he is aware of the technical features of the products and has, under his sole and full responsibility, in accordance with his needs, chosen the goods and/or services ordered of his own accord. The client is aware of the measures he must take in order for his IT project to succeed.

3. OFFERS AND PRICES

All offers are made without obligation. **Pro-Data LGI S.A.** reserves the right to accept or refuse the order placed on the basis of the offer.

All offers are valid for 30 days (except for promotions with a time limit).

Prices are fixed. The offer specifies the goods and/or services, their quantity and/or duration and their price with and without VAT. The offer also specifies the total budget, payment conditions and estimated delivery dates.

If necessary, **Pro-Data LGI S.A.** reserves the right to invoice the goods at the price in effect on the day of delivery, or to terminate the contract in the event that the purchaser refuses the new price.

Pro-Data LGI S.A. also reserves the right to deliver goods that are equivalent to those ordered in the event of a change of model or version or if the product has become obsolete.

All offers are subject to the "errors and omissions excepted" clause.

4. DELIVERY DATES

The delivery dates given by **Pro-Data LGI S.A.** are purely for information purposes and need to be confirmed. Any confirmation of a delivery date depends on that of the suppliers of **Pro-Data LGI S.A.**

Pro-Data LGI S.A. reserves the right to make partial deliveries. In the event of cases of force majeure and/or unplanned events such as strikes, fires, etc. **Pro-Data LGI S.A.** may delay delivery or even cancel the order.

A delivery delay and/or order cancellation by no means enables the purchaser to claim compensation.

Due to the rapid development in computer technology, **Pro-Data LGI S.A.** reserves the right to provide the purchaser with goods and/or services different from those ordered, insofar as they achieve the same result.

5. TRANSPORT AND DELIVERY

All deliveries are the responsibility of the purchaser, who must bear the risks, and any losses or damage, as well as the cost.

Pro-Data LGI S.A. shall choose the method of transport and the means of delivery. If the purchaser requires a different method, he shall bear the additional costs.

The dispatch, transport and insurance costs are invoiced to the purchaser.

The goods and/or services are delivered/performed at the place stipulated by the purchaser in his order.

6. PAYMENT CONDITIONS

Unless otherwise notified, invoices are payable in Swiss francs within 30 days, without discount or any other deduction.

Invoices drawn up in foreign currency are payable, in this currency, within 10 days, without discount or any other deduction.

Cheques and drafts are only valid as payment once they have been honoured.

Pro-Data LGI S.A. reserves the right to deliver goods in return for payment in cash, payment in advance or on delivery. Payments in advance do not bear interest.

Offsetting with the purchaser's receivables is not permitted.

Claims made by the purchaser on the basis of the warranty or alleged defects do not release him from the obligation to pay, until a final and enforceable legal decision has been delivered.

Any late payment shall result in cancellation of the credit terms and discounts granted during the transaction. From the due date of the sum owed, interest on arrears at the rate set by current legislation is due.

Unjustified refusal to take receipt of the goods ordered does not release the purchaser from his obligation to pay the invoice. All costs of reminders and recovery procedures resulting from refusal to take receipt and refusal to pay, are payable by the purchaser.

Any cash-and-carry sale from the premises of **Pro-Data LGI S.A.** must be paid for in cash, by cheque or by credit card. Cash-and-carry does not include delivery, installation or configuration services. The warranty is limited to that of the supplier.

7. RESERVATION OF OWNERSHIP

Until full payment of the invoice, the goods remain the property of **Pro-Data LGI S.A.**, even if they are already in the purchaser's possession.

In the event of non-payment of the price or incomplete payment, **Pro-Data LGI S.A.** reserves the right to claim return of the goods.

In the event of editing, modification or conversion, **Pro-Data LGI S.A.** acquires a right of co-ownership to the new product. If the purchaser wishes in turn to sell this new product, he is obligated to reserve the remaining right of co-ownership of **Pro-Data LGI S.A.**, expressly and in writing, in the sale document stipulating the price agreed between him and the third party purchaser, who must be made aware

of the existence of the rights of **Pro-Data LGI S.A.**

The purchaser must inform **Pro-Data LGI S.A.** of the identity of the third party purchaser and the former can pursue its claim against this third party at any time.

Pro-Data LGI S.A. must be informed immediately of any measures that could infringe its rights.

8. DESIGNS AND DOCUMENTATION

Pro-Data LGI S.A. exclusively maintains rights of ownership and copyright to all designs, offers and other documents. These documents are entrusted personally to the current or future purchaser, and must not be copied or passed on to third parties. They must be returned to **Pro-Data LGI S.A.** upon request.

9. LOSS AND CORRUPTION OF DATA

Pro-Data LGI S.A. is in no way responsible for the integrity of the client's data during technical work (configuration, installation, repair, etc.), whether the goods are under warranty or not, and whatever the data medium (hard disk, magnetic tape, floppy disk, etc.).

The same applies for the transfer of data, specific installations, backups, etc.

10. RESPONSIBILITY FOR DEFECTS, DAMAGES

Visible defects must be reported immediately and in writing. If the purchaser does not make any claim within 8 days, the goods are deemed to have been accepted.

Hidden defects must be reported on discovery, in writing and without delay to **Pro-Data LGI S.A.**, otherwise the goods are deemed to have been accepted.

In the event that a claim concerning a defect is proven to be founded, **Pro-Data LGI S.A.** has the choice of:

- replacing or repairing goods that have a manufacturing defect or
- refunding the purchase price already paid, if it is impossible to repair or replace the faulty goods.

The liability of **Pro-Data LGI S.A.** can only be incurred in the event of gross negligence or intent. The burden of proof is on the purchaser.

11. RETURNS AND WARRANTY

In order to benefit from the warranty, the purchaser must use the registration form provided by the supplier and keep the licence number, otherwise **Pro-Data LGI S.A.** can in no way be obligated to carry out work on the faulty goods.

A returns number is required for any return of goods. This number must be requested from **Pro-Data LGI S.A.** by telephone or by fax before return of the goods.

The goods returned by the purchaser must be in perfect condition and in their original packaging, otherwise they cannot be refunded, exchanged or credited. They must be returned within the warranty period to the premises of **Pro-Data LGI S.A.** with a written description of the faults noted.

The warranty from suppliers for their goods is limited to the general and specific terms and conditions of the supplier. It covers only an exchange of faulty parts of the equipment coming under the warranty.

Parts exchanged during the warranty period are only covered by this warranty up to the end of the warranty of the goods involved.

Parts exchanged outside of the warranty period are subject to their own warranty.

The warranty by no means covers the costs of technical work or additional costs incurred by the work of **Pro-Data LGI S.A.**, such as costs for installation, data backup, travel costs, etc. These additional costs will be invoiced to the client.

Neither does the warranty cover advice relating to technical applications.

Goods sold as part of promotions cannot be refunded or exchanged by **Pro-Data LGI S.A.**

For year 2000 compatibility only the manufacturer is able to provide a warranty. **Pro-Data LGI S.A.** is not responsible for this, particularly in the event of malfunction.

12. SERVICES

Repair service

Pro-Data LGI S.A. shall receive on its premises goods to be repaired after acceptance of the repair request.

A repair order quotation for information purposes can be drawn up on request.

Delivery to the client of the repaired goods is not included in the price of repair. The same applies if the goods are under warranty.

The rates of repair services are available on request.

Rental service

Goods are rented on a weekly basis.

Pro-Data LGI S.A. reserves the right to request a deposit for the goods rented paid by cash, cheque or credit card.

Delivery of the rented goods is not included in the rental price.

The goods rented are delivered with the basic operating system without configuration. They must be returned in the same condition and in their original packaging. Any alteration or damage to the rented goods will be invoiced to the client.

The rates of rental services are available on request.

Technical support service

If there is no specific contract relating to technical support services, **Pro-Data LGI S.A.** is not obligated to install the goods purchased.

Travel costs incurred when providing technical support services are invoiced to the client.

The rates of technical support services are available on request.

Training service

If there is no specific contract relating to training services, **Pro-Data LGI S.A.** is not obligated to train the purchaser or his staff to use the goods purchased.

Travel costs incurred when providing training services are invoiced to the client.

The rates of training services are available on request.

Legal service

If there is no specific contract relating to legal services, **Pro-Data LGI S.A.** is not obligated to provide the purchaser of the goods with information relating to issues of a legal nature.

Travel costs incurred when providing legal services are invoiced to the client.

The rates of legal services are available on request.

13. JURISDICTION AND APPLICABLE LAW

In the event of a dispute, the courts of the Canton of Geneva have jurisdiction. However, Pro-Data LGI S.A. reserves the right to bring a case before the courts in the place where the purchaser is resident.

Only **Swiss law** is applicable.

These *General terms and conditions* replace any prior document.

Plan-les-Ouates, February 1999