

STANDARD TERMS AND CONDITIONS FOR RTK CLUE CORRECTION SIGNALS

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§ 1 DEFINITIONS

(1) For the purposes of these Standard Terms and Conditions, the term "enterprise" (*Unternehmer*) shall be used in accordance with the definition in section 14 of the German Civil Code (BGB), and the term "consumer" (*Verbraucher*) shall be used in accordance with the definition in section 13 of the BGB.

(2) Our registered place of business is Hungen, Germany.

(3) These Standard Terms shall apply to all contracts with and in relation to enterprises, governmental entities and other operators of RTK CLUE base stations who are not to be classified as consumers. They shall apply in the version valid at the respective time, in the form of a framework agreement, also to future contracts with the same operator, whereby we shall not be obligated to refer to these Standard Terms again in each individual case; we shall promptly inform the operators in the event of any changes to these Standard Terms.

(4) Our Standard Terms shall apply exclusively. Any standard terms used by the contracting partner which contain deviating terms and conditions shall not be valid.

§ 2 SERVICE DESCRIPTION, SCOPE OF APPLICATION

(1) We connect RTK base stations to servers via the internet. After the conclusion of a contract for usage of the real-time services, we provide the operators of such RTK base stations with access to a server within 14 days. As consideration, the operator shall pay to us annual royalties (RTK CLUE Manager License). The operator has the option of retrieving the correction data generated by his RTK base station himself via the connection of his base station with the server, or of providing them to third parties - also via third parties pursuant to § 4.

(2) The correction data can be received by accepted users (rovers). Rovers will be accepted by us. As consideration, the operator will pay to us annual royalties for each rover for the usage of the correction data (RTK CLUE Rover License).

(3) Failures/malfunctions/insufficient availability of GPS and/or GLONASS satellites, local interferences through third-party directional radio impacts for which we are not responsible, so-called multi-path effects (reflection of radio waves by the environment), defects regarding the quality and/or availability of mobile communication connections, defects, damage and/or malfunctions of the RTK base stations, the associated data lines and other hardware and software may have negative impacts on the quality and availability of the correction data. We do not accept any contractual liability for such impacts, except if we ourselves are responsible for them pursuant to clause 9.

§ 3 NOTICE PERIODS

(1) The RTK CLUE Manager License can be terminated by each party by 30 September at the latest (relevant time is receipt of the notice by us), with effect as per the end of the relevant calendar year, however, for the first time with effect as per the end of the calendar year following the date of the conclusion of the contract.

(2) The RTK CLUE Rover License can be terminated by each party by 30 November at the latest (relevant time is receipt of the notice by us), with effect as per the end of the relevant calendar year.

(3) Contracts which have not been terminated by the specified reference date will automatically be extended by a further calendar year.

(4) This shall not affect the right to extraordinarily terminate such contracts for good cause.

(5) Notice of termination must be given in writing.

§ 4 GRANTING OF RIGHTS

(1) After the conclusion of the contract, the operator shall be granted the non-exclusive right, limited to the term of the contract and not including the sub-licensing rights, to grant an operating company access to the server for the purpose of forwarding correction data to users. In this context, the operator shall act in his own name and for his own account. Apart from this usage, the operator shall not have the right to copy, make publicly accessible or otherwise change, amend or disseminate this data in an unmodified or modified form, or to make available his access data.

(2) Should the operator breach any of the above provisions, the right to forward data to third parties as granted to the operator shall automatically revert to us. In this event, the operator shall be obligated to ensure that any illegal usage by third parties enabled by him be ceased immediately.

(3) The operator shall be obligated to secure the data against access by unauthorised third parties by applying suitable measures, in particular by storing all access data and passwords at a safe location.

(4) The operator shall not be permitted to assign to third parties the rights and obligations under, or associated with, this contract, except with our prior written approval.

§ 5 CONCLUSION OF THE CONTRACT

(1) Our offers are subject to confirmation and non-binding. This shall also apply if we provide the operator with catalogues, technical documentations (such as drawings, plans, computings, calculations, references to DIN standards), software (e.g. for the receiver configuration), other product descriptions or documents - including in electronic form - in which we reserve our title and copyrights.

(2) Orders placed by the operator shall constitute a binding offer. We may accept such offer within 14 days by sending a written order confirmation. If the order relates to an RTK CLUE Rover License, a written order confirmation will not be provided. Acceptance of the offer will be visible in the RTK CLUE Manager.

(3) Our sales staff is not authorised to enter into verbal ancillary agreements or make representations which go beyond the contents of the written contract and/or the order confirmation.

(4) The data provided to the operator are intended for the exclusive usage by the relevant operator. Any forwarding of rights shall be subject to the provisions in § 4.

§ 6 PERFORMANCE OF THE SERVICE

(1) The right of use shall commence at 00:00 h on the day agreed in the contract as the commencement date, and shall end at 24:00 h on the last date agreed in the contract as the end date.

(2) In addition to the impacts named in § 2.2, usage may be impaired or negatively impacted by local shading effects at the rover (e.g. vegetation, buildings, tunnels, etc.), by incorrectly/poorly adjusted automatic steering systems or by incorrect operation of the rover by the user; we do not assume any liability in this respect.

§ 7 PRICES/ DELIVERY DATES/ DELIVERY/ PAYMENTS

(1) Prices are plus value added tax. They are agreed separately with the operator.

(2) In the event of a default in payment - except of justified default in accordance with § 8 - we reserve the right to block access to RTK CLUE services.

(3) In the absence of a special agreement, the specification of a date shall not mean that this is a fixed date which would entitle the operator

Geschäftsführer:

Dipl.-Ing. agr. Andreas Reichhardt

to withdraw from the contract without first setting a period of grace, section 323 (2) no. 2 of the BGB.

(4) We do not engage in fixed-date transactions.

(5) In as far as we cannot comply with binding deadlines for reasons for which we are not responsible, we shall inform the operator thereof without delay, and shall notify him at the same time of the anticipated new date. Should the service not be available prior to expiry of the new deadline, we shall have the right to withdraw from the contract, entirely or in part; any payments already made by the operator shall promptly be reimbursed in such cases. The operator's rights under § 9 and § 10 of these Standard Terms as well as our statutory rights, in particular in the event of an exclusion of our performance obligation (e.g. due to impossibility or unreasonableness of providing the service and/or providing replacement or rectification), shall remain unaffected.

§ 8 SET-OFF

(1) Any set-off by the operator shall only be permitted if the claims which are set off have been determined in a final and conclusive manner, are undisputed, ready for a decision or have been acknowledged. In all other cases, a set-off shall be excluded.

(2) The operator shall furthermore only have retention rights if the counter-claims have been determined in a final and conclusive manner, are undisputed, ready for a decision or have been acknowledged. The operator furthermore waives the right to assert retention rights based on earlier or other transactions of the ongoing business relationship.

§ 9 LIABILITY/WARRANTY

(1) We shall have the right to eliminate any defects for which are responsible by means of replacement or rectification. Should such replacement or rectification fail or not be possible, the operator shall have the right to withdraw from the contract, to reduce the price, or, if we are responsible for the defect, to claim damages on the basis of the provisions in § 7 and § 8 of these Standard Terms.

(2) Should other duties which are material for the contract (cardinal duties) be breached in a slightly negligent manner, or should we be in default of performance, our liability shall be limited to the foreseeable, typical and direct average damage. Duties which are material for the contract shall be duties, the fulfilment of which makes the proper performance of the contract possible, and in compliance with which the contracting partner usually trusts and is entitled to trust. In the event of a slightly negligent breach of immaterial contractual duties, our liability shall be excluded.

(3) In the event of disruptions due to force majeure or unforeseeable circumstances (interruption of operations, strikes, etc.), we shall have the right to postpone fulfilment of our obligations by an adequate period of time. We shall not be considered to be in default during periods extended in this manner. The operator's rights under § 7 and § 8 of these Standard Terms as well as our statutory rights, in particular in the event of an exclusion of our performance obligation (e.g. due to impossibility or unreasonableness of providing the service and/or providing replacement or rectification), shall remain unaffected.

(4) We shall not be liable for the correctness and completeness of the data provided by the operator in real-time, nor for the uninterrupted transmission of the data via the provided communication routes.

(5) The above limitations of liability shall apply accordingly to our agents in performance and vicarious agents.

(6) The above limitations of liability shall not apply in the event of intent or gross negligence, if a warranty has been assumed, in the event of injuries to the operator's life, body or health, nor for claims under the German Product Liability Act (ProdHaftG).

§ 10 DUTIES TO REPORT, EXAMINE AND COOPERATE

(1) The operator undertakes to use the correction data in accordance with acknowledged state-of-the-art technology. This in particular includes an independent control of the correction data by applying them to a known control point before, during and after application. Should the operator fail to carry out such controls and should defects appear in the application of the correction data after usage, the operator shall not have the right to raise objections against us.

(2) The operator shall bear the burden of proof for the defect, the date of the detection of the defect and the timeliness of the notification of the defect.

(3) Should a hidden defect only be visible at a later date, the operator shall be obligated to notify us of the detection of such defects without

undue delay. Should he fail to do so, the legal consequences described in sub-section 1 shall apply.

(4) The operator shall furthermore be obligated to notify us in writing of any other breach of contract caused by us, immediately after its detection, except if we already have, or must have, positive knowledge of such breach. Should he fail to comply with this reporting obligation, he shall no longer be able to invoke any rights on the basis of such breach of contract.

(5) Notification of disruptions must always be made in written form. Verbal notifications are permitted if the operator subsequently sends a written notification within not more than two business days. The notification must describe in detail the disruption (in particular the condition under which it occurs, the symptoms and the effects).

(6) Disruptions must be reported to us.

(7) The operator undertakes to support us at all times, and in particular in the event of disruptions, to the best of his abilities; he shall in particular create, free of charge, all conditions within his sphere of operations required to properly transmit the correction data. The operator shall grant us at all times, and without a corresponding request, access to the information required for our work, and shall provide us in good time with all necessary documents. The operator shall name a contact person who shall be available to us on call during the agreed working hours. This contact person shall be authorised to issue and receive legally binding declarations required during the continuation of the order as interim decisions.

§ 11 WARRANTY PERIODS

Claims based on defective performance shall become time-barred after expiry of one year from receipt of the correction data. The above shall not apply in the event of intent, if a warranty has been assumed, in the event of injuries to the operator's life, body or health, nor for claims under the German Product Liability Act (ProdHaftG).

§ 12 PLACE OF PERFORMANCE

The place of performance for all services shall be our registered place of business.

§ 13 PLACE OF JURISDICTION

The court with territorial jurisdiction for our registered place of business is hereby agreed to be the place of jurisdiction for all claims under this contractual relationship. However, we shall also have the right to file legal action against the operator at the operator's general place of jurisdiction. The above place of jurisdiction shall also apply to cross-border deliveries and supplies, except if a different exclusive place of jurisdiction is prescribed by law.

§ 14 APPLICABLE LAW

The legal relationship between us and the operator shall be exclusively governed by German law, to the exclusion of the Convention on Contracts for the International Sale of Goods (CISG)

§ 15 DATA PRIVACY

The operator agrees that we may collect, edit, store and use the operator's data obtained in connection with the processing of the order, and that we may use them for internal market research and for our own marketing purposes. Should the operator wish us not to use data for internal purposes, the operator may at all times object to such use by means of a written notification. We shall not use or forward the operator's data beyond the scope set out in sentence 1 above. In order to be able to provide our service, it is furthermore necessary to store on our server the position data of the operator's base stations, the IP address as well as the connection times with our server. For purposes of diagnosis, we shall store the user's (rover's) position data, the number of satellites, the mobile radio quality, the correction data quality and age, the IP address and the times when a connection was established with each base station.

§ 16 SEVERABILITY CLAUSE

Should one of these provisions be or become invalid, this shall not affect the validity of the remainder of these Standard Terms and Conditions. Should one of the provisions be invalid, a valid provision shall be deemed to have been agreed which comes as close as possible to that which had been intended economically with the invalid provision. The same shall apply in the event of a gap or omission. Apart from that, the statutory provisions shall apply.