

GENERAL TERMS AND CONDITIONS

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1. Validity

The following General Terms and Condition (T&C) shall apply to any business transactions between Connet and the Client. Any other terms and conditions and in particular the Client's terms and conditions, not agreeing with these T&C shall only apply subject to Connet agreeing to these in writing. These T&C shall apply to any agreements between the Client and Connet for the purchase of telecom services, software licenses, hardware and other services.

These T&C shall apply to any existing business relationship irrespective of having been specifically referred to.

Should parts of these T&C be null and void or become legally ineffective, the validity of any other terms and conditions shall not be affected thereby. Any provisions having become null and void or ineffective shall be interpreted or revised to allow the intended purpose to be achieved as far as possible.

2. Orders / Signature and Contents of Contracts

In order to be valid, each order shall be confirmed in writing by Connet, unless based on a written contract signed between the Parties or a delivery being made by Connet without a confirmation of order directly ex warehouse. In all other cases, verbal agreements shall only be valid when confirmed by Connet in writing.

Connet shall be entitled to make part deliveries and provide part services. For delivery contracts, each part delivery and part service shall be considered as an entity to be charged separately.

3. Prices

Prices quoted by Connet shall be strictly net, excluding any VAT, ex Connet's site. The cost of freight, packaging material and expenses and freight insurance shall be charged to the Client.

Connet explicitly reserves the right to adjust contractually agreed prices from time to time. Price adjustments shall be notified to the Client in good time and may be made at any time and be applicable from any date. Should the Client suffer major drawbacks due to price changes,

he shall be entitled to terminate the contract from the date on which new prices come into effect.

Payments of fees for the use of software shall either be one-time or periodic payments. This shall be laid down in an agreement.

4. Terms of payment

Unless otherwise agreed, payments, including payments for any part services invoiced, shall become payable strictly net within 14 days after the date of the invoice. Terms of payment specified in an invoice shall have priority to the above clause. Within the term of payment, the Client may raise objections substantiated in writing against the invoice. After that, invoices shall be deemed accepted. Should the Client not pay within terms of payment, he shall be in arrears and liable to pay 8.5% interest on arrears. Connet shall be entitled to charge per reminder a minimum fee of USD 30.00, in addition to charging any other fees. Should no payment be received after a second reminder, Connet shall be entitled to stop any services to the Client without any further notification. The Client agrees to grant Connet access for the removal of any equipment used by the Client.

Connet reserves the right to deliver any consignments of products still pending at the Client's expense against cash on delivery. In all cases, Connet reserves the right to request the supply of a bank guarantee.

5. Immaterial Property Rights / Reservation of Title

Connet agrees to grant to the Client for the term of the contract a non-transferable and non-exclusive right of use in any services rendered and products supplied by Connet. Appropriate immaterial property rights shall be due unchanged to Connet or the licensor.

Products supplied shall remain the property of Connet prior to full payment of the price. Should products supplied by Connet be integrated into another system (integration), the Client agrees to grant Connet co-ownership in the entire system up to the value of any products integrated.

The Client agrees to the registration of an appropriate title in the reservation of title register at the Client's location for any products assigned and he herewith explicitly authorizes Connet to make the said registration in his name. The Client agrees to provide his support to any action required for the protection of ownership.

6. Use of Software

For the purchase of software material, the Client shall be entitled to use the said software on the hardware defined. In all cases, software copyrights shall remain the property of Connet or the party offering a license. The usufructuary right of software shall not include any claim to the supply of new software releases.

7. Support Services

Support services shall not be included in the price of the products. Should support services be requested by the partner or his client, these shall be specifically agreed with Connet.

8. Deliveries and Delay in Acceptance

Agreed deliveries shall be met by Connet, but may be subject to delays not caused by Connet, such as delays in delivery of Connet's suppliers, delays in the Client's support, etc. In no case shall any delays in delivery assure to the Client a claim for damages or rescission from the contract.

Deliveries shall commence on the day on which an order becomes final (see Section 2 above).

Should the Client delay acceptance, Connet shall be entitled at Connet's discretion to warehouse the products ordered at the Client's risk and expense and to thus rid him of any liabilities, or to rescind from the contract immediately. Before exercising his discretion, Connet agrees to grant to the Client a short period of grace for acceptance.

9. Shipment

Shipment of products ordered shall be effected at Connet's best discretion but at the expense and risk of the addressee, either by rail, mail or a private service provider. Complaints concerning damage or loss of any products transported shall be addressed by the client to the appropriate forwarder when receiving the products.

10. Place of Performance / Transfer of Use and Risk of the Goods

The place of performance shall always be Connet's registered office. The use and risk of the products shall be transferred by hand-over of the products to the Client or to a forwarder at Connet's registered office.

Should shipment and/or hand-over be delayed or be made impossible for reasons not caused by Connet, the consignment shall be warehoused at the Client's expense and risk subject to the above section 8 para. 3 (Client's delay of acceptance).

11. Acceptance and Guarantee of Services

For any services rendered, Connet guarantees to the Client that individual results comply with the completion criteria at the time of acceptance, stipulated in the contract. Should any defects be found and notified within 30 days after acceptance, instead of warranty claims in compliance with corresponding country law, the Client shall only be entitled to repairs. Should Connet not succeed, even after expiry of an adequate period of grace, to provide evidence for having provided the defined criteria, the Client shall be entitled to request from Connet compensation for any direct loss suffered in compliance with Section 13 (Liability), should Connet be at fault. Warranty services shall neither include re-pairs nor increased expenses due to external influences, incorrect operation or for any other reasons whatsoever, for which the Client is responsible.

12. Acceptance and Warranty of Products

Software shall not be subject to any warranty. Connet agrees to provide a warranty on products (telecom and electrical equipment and hardware) to the same extent as received by Connet from suppliers, but for a minimum of 6 months from delivery of any products ordered. Defects shall be notified to Connet in writing without delay, but at the latest within 14 days after receipt of any items purchased. This warranty shall not extend to any consumables and supplies such as batteries, etc. This warranty shall automatically extinguish because of the Client's intervention without Connet's approval. Should any products purchased be faulty, Connet shall be entitled to repair the faulty items or supply suitable replacements to the Client. Any other claims shall be explicitly excluded.

Connet guarantees that products supplied are fully functional according to the manufacturer's specification. In addition to this, Connet provides no other guarantees, i.e. for functionality, within an EDP system or for a specific application. In particular, Connet provides no guarantee for the merchantability of any products supplied or for their suitability for a specific application.

Connet offers to partners the same agreed provisions and warranty services received from his suppliers. Any other warranty services shall be separately agreed with Connet in writing. Warranty services not covered by manufacturers shall be invoiced to the Client. There shall be

no claim for replacements during repair and mending periods.

Consignments may only be returned, subject to Connet's writ-ten approval, within a period of 8 days and shall always be ac-companied by an invoice/delivery note.

The Client shall be responsible for the selection and use of any products ordered and any results obtained thereby. The warranty shall not cover any damage to products ordered, due to external influences, incorrect operation, or any other reason, caused by Connet.

13. Liability

Connet agrees with the Client to apply due care in rendering services according to the Contract, these T&C and any other terms of the contract.

Should claims be made, irrespective of their legal reason and for any claims of the Client associated with any assurances in general, Connet shall be liable for any losses caused intentionally or due to gross negligence and for personal injuries. For any losses caused by Connet by mild negligence, Connet shall be liable up to the value of the services rendered but for a maximum amount of USD 50,000.00. In as far as legally al-lowed, liability for indirect and consequential losses shall be excluded.

14. Re-export

For any products subject to a ban of re-export, a note will be included in invoices including the following commitment: "Re-export of these products shall not be allowed in principle and/or only after receipt of a special permit according to a commitment entered into by the Import and Export Department of corresponding countries and commitments made to any other authorities". This commitment shall be as-signed to the Client herewith and shall be passed on by him to the purchaser in case of any resale.

15. Act of God

Should one of the Parties hereto not be able to honor its contractual commitments irrespective of due care, because of Acts of God, such as natural disasters, war, strikes, unforeseen official restrictions, etc., completion of the contract or the date for completion of the contract shall be delayed according to the said event.

16. Offsetting

The Client agrees not to offset any of his accounts receivable against any debts of Connet without Connet's prior agreement.

17. Applicable Law and Jurisdiction

The business relationship between Connet and the Client shall be exclusively subject to corresponding countries' law.