

General Business Terms and Condition

1 Area of application and validity

1.1

Telekom & Netzwerk AG (hereinafter referred to as T&N), as a distributor, offers its trade retailers and resellers (hereinafter referred to as the Customer) a broad range of products as well as individual services in the area of information technology. At the special request of a retail trader, reseller or manufacturer, these products and services are also available to end-users.

1.2

These General Business Terms and Conditions (hereinafter referred to as the AGB) regulate the rights and obligations in the relationship of T&N to its Customers. They apply to all business relationships between T&N and its customers, in particular for the delivery of products and the provision of services to the extent that nothing has been agreed to the contrary in writing.

1.3

A Customer's business terms and conditions shall only apply if and to the extent that they have been expressly accepted by T&N in writing and are not in contradiction with the AGB of T&N.

1.4

All side agreements, amendments, supplements and declarations of legal relevance must be made in writing to be valid. .

1.5

Should an individual provision be or become ineffective or invalid, the validity and effectiveness of all other provisions shall remain in force and effect. In such cases, the invalid provision shall be reinterpreted or amended to the extent that it shall come as close as possible to the intended regulated purpose.

1.6

Customers shall be informed of amendments by circular memorandum or another suitable method and shall take force within one month barring a written objection from the Customer. .

1.7

«Products» are machines, equipment, components and accessories, especially computer hardware, and further parts thereof, supplementary fittings, as well as software offered and distributed by T&N.

2 Services

2.1

Orders may be placed by telephone, electronically (for example, by EDI) or in writing (for example, by letter or fax).

2.2

The corresponding order confirmation in principle is final for quantity, version and model. No order confirmation is sent for immediate delivery or pickup. Provision is made for the availability or deliverability of products from the manufacturer.

2.3

Any delivery dates provided by T&N shall be regarded as guidelines only unless specific written assurance is given to the contrary. The statement of any delivery deadline is made with the best of our knowledge and belief but is without a guarantee. This shall apply in particular for cases of delivery delays, for example as the result of supply problems at the manufacturer. If any delivery is delayed beyond an assured delivery deadline stated by T&N in writing, the Customer may place T&N in default after the expiration of an extended deadline of at least three weeks granted by him in writing, and may cancel the order after the expiration of an unused further extended deadline of an appropriate length. In this case, T&N shall only be liable to the Customer for direct damages if and to the extent the default or the impossibility of the delivery was demonstrably the result of gross negligence in the breach of the contract on the part of T&N.

2.4

For delivery delays resulting from circumstances over which T&N has no influence, such as strikes, lockouts, material defects, supply or operational stoppages at the manufacturer's or shipping problems, T&N shall be entitled to cancel the order.

2.5

Any changes to the order or cancellations by the Customer shall require a written agreement with T&N. Any costs which have already been incurred may be charged by T&N to the customer.

2.6

For collective and forward deliveries, the T&N special terms and conditions shall apply. T&N shall be entitled to make partial deliveries.

2.7

Information, news and invitations in the form of mailings may be sent to the customer and prospects by T&N via e-mail, letter and fax.

3 Acceptance and inspection

3.1

The Customer shall undertake to inspect any products and services delivered by or from T&N immediately after delivery or pickup for completeness and accuracy, and to report in writing to T&N any damages, defects or reasons for complaint immediately after discovery or 10 days after delivery or pickup, at the latest.

3.2

Late notification shall result in the cancellation of all guarantees and any other claim of the Customer, unless the damage or defect was hidden at the time the required acceptance inspection was made.

4 Transferral of use and risks

4.1

With the transfer of the delivered products, the use and risks are transferred to the Customer.

4.2

If the products are not picked up on time by the Customer, the products will be kept at the Customer's expense and risk for five days and then forwarded to the Customer.

5 Returning products

5.1

The return of products by the Customer shall require prior agreement from T&N and be at the expense and risk of the Customer. Product returns shall be made in the original packaging and include detailed documentation with a description of the error or defect as well as a copy of the purchase receipt. Returns are not permitted for C products (procurement products) and opened software.

5.2

T&N shall reserve the right to return to the Customer products with missing, defective or marked original packaging or products no longer in perfect condition at the Customer's expense and risk. The costs to find an error for product returns without a detailed error description may be carried out by T&N at the Customer's expense (minimum charge: one hour).

5.3

In any case, the detailed procedures of T&N and of the manufacturer shall apply. The Customer shall request a «return number» from T&N prior to a return shipment.

6 Prices

6.1

The prices for products and services from T&N are net prices in Swiss francs (CHF), excluding VAT, customs duty paid, and FOB the T&N distribution centre.

6.2

Ancillary costs, such as packaging costs and shipping or delivery (freight and transportation), are not included in the prices and shall be charged to the Customer along with VAT. Unless otherwise specifically stated, accessories are not included in the price.

6.3

In principle, the product prices and ancillary costs will be charged according to the price list at the time the purchase order is made. To the extent that T&N shall receive assurances from the manufacturer or supplier that price reductions shall be passed on to the Customer, the prices at the point of time of delivery or transfer shall apply. The opposite shall also apply for price increases made by the manufacturer or supplier.

6.4

Moreover, T&N reserves the right to change the price list at any time without prior notice.

7 Payment terms and condition

7.1

If no other written agreement exists, all T&N invoices shall be payable net 30 days from the date of the invoice to the bank account provided. After the expiration of this deadline, the Customer shall be in default without further notice. T&N may charge default interest of 10%.

7.2

T&N shall be entitled without further notice to stop all further shipments to the Customer in full or in part on till all

outstanding payments have been made or guaranteed. The costs for all consequences resulting from such stoppages of shipments shall be borne by the Customer exclusively.

7.3

If the Customer shall not make payments or guarantee payment for amounts owed within the extended period set by T&N, T&N shall be entitled to refuse all further shipments to the Customer definitely and make claims for compensation for damages. Furthermore, T&N shall be entitled to take action as provided for under the general legal regulations of the Swiss Code of Obligations (OR).

7.4

All amounts due T&N, including those for agreed instalment payments, shall be payable immediately if a) the Customer repeatedly does not comply with the payment terms and conditions or b) does not provide the required security immediately when requested to do so by T&N in order to remove any understandable doubts T&N may have about the liquidity or ability to pay, for example, in the event of prosecution for debt or other signs of the Customer's payment difficulties. The Customer shall have the obligation to inform T&N of any foreseeable liquidity bottlenecks.

7.5

At the request of T&N, the Customer shall by way of payment assign to T&N his claims against final users arising from the resale of any products delivered by T&N (Art. 172 OR).

7.6

Checks shall only be acceptable by T&N for payment after a prior special and written agreement and on the condition that all costs and fees shall be borne by the Customer.

8 Offset and retention right

8.1

The Customer shall not be entitled to offset any amounts owed T&N with counter demands or claims.

8.2

Any right of retention or other withholding right on the part of the Customer for material belonging to T&N is excluded entirely.

8.3

The Customer shall be obligated to pay an invoice, irrespective of whether he is able to deliver the products purchased for resale or invoice them to his final customer or or collect payments for the products.

9 Retention of title

9.1

Products delivered by T&N - as long as they are under the control of the Customer - remain the property of T&N until T&N shall have received payment for the purchase price in full and in compliance with the contract. T&N shall be entitled to record an ownership lien in the property lien register at the domicile of the Customer as it shall apply at that point in time in accordance with article 715 of the Swiss Code of Civil Law (ZGB). The Customer shall undertake to provide a written agreement immediately for the entry with all of the points pertinent to a property lien when requested to do so by T&N (cf. article 4, paragraph 4 of the federal court ordinance).

9.2

As long as the purchase price is not fully paid, the Customer shall undertake to maintain, use carefully, and insure against

all normal risks the products supplied by T&N.

10 T&N services and support

10.1

T&N maintains a telephone support hotline for certain products, which are listed in the price list as A products and for which T&N holds distribution rights.

10.2

Support services are not included in the product price and shall be invoiced to the Customer separately in accordance with the tariffs schedule in the price list or in accordance with a special agreement.

11 Guarantee

11.1

The responsibility for the selection, configuration, application and use of products as well as the results achieved with them lies solely with the Customer or the buyer of the products, in other words with the end-user. The Customer understands that T&N does not make any inspections on products delivered by manufacturers or suppliers.

11.2

Any warranty from T&N for products which it delivers is in any case determined by the guarantee terms and conditions of the manufacturer or supplier concerned. The Customer shall renounce any further guarantee claims against T&N and the manufacturer or supplier. The sole obligation of T&N shall be to cede any of its own guarantee claims against the manufacturer or supplier to the Customer.

11.3

The Customer understands that, because of the prevailing applicable guarantee terms and conditions, warranty benefits as a rule are restricted to repairing or exchanging defective or faulty products at the discretion of the manufacturer or supplier, and shall only apply if the products remain in Switzerland or the Principality of Liechtenstein.

11.4

Furthermore the Customer understands that in any case a defect shall only be considered as present if this is reported in detail to T&N in writing immediately after it is discovered and if it contains a relevant and reproducible error. Excluded from any warranty, in particular, are defects, which are based on the following causes:

- a) insufficient or inadequate maintenance;
- b) disregard for the operation or installation instructions;
- c) use of the products for a non-intended purpose;
- d) use of non-approved parts and accessories;
- e) normal wear and tear;
- f) shipping, improper use or treatment;
- g) attempts to make modifications or repairs;
- h) external influences, in particular acts of God (for example, power outages or air-conditioning breakdowns, damage from the elements), as well as other reasons, which neither T&N nor the manufacturer or supplier are responsible for.

Any performance under guarantee not covered by the manufacturer or supplier as well as additional costs caused by the Customer will be charged to the Customer.

Where an error description is lacking or insufficient, the search for the error by T&N shall take place at the Customer's expense.

11.5

In any case, the Customer shall comply with the procedures defined by T&N or the manufacturer or supplier for the handling of performance under guarantee.

12 Liability

12.1

T&N shall only be liable for direct damages and only if the client proves that these were caused by gross negligence or the intention of T&N, its employees or third parties hired by T&N. This liability is restricted to the amount of the price for the delivery or service concerned.

12.2

Every other form of liability on the part of T&N, its employees or third parties hired by T&N for damages of any kind is excluded. In particular, the Customer shall in no case have the right to compensation for damages which did not incur directly in respect of the product, such as lost production, loss of use or data, loss of orders, lost income as well as other indirect or consequential damages.

12.3

T&N shall undertake to transfer to the Customer any liabilities claims which have been recognized by the manufacturer or supplier.

13 Patents and other copyrights

If a third-party shall file a claim against the Customer or its final users in which he claims or charges that any patent, copyright or other intellectual property right has been violated by the delivered products or by the operation of the products, the Customer shall inform T&N of these violations or claims made immediately in writing. T&N shall forward this information to the supplier or manufacturer immediately and request that this party regulate the situation. The Customer shall forego any form of guarantee or liability claims against T&N.

14 Re-exportation

The products distributed by T&N are subject to United States and Swiss export regulations. The Customer shall undertake to apply for a special export permit from the competent authority prior to any re-exportation of the products which currently is the import and export section of the Swiss Federal Department of the Economy. This obligation shall be transferred to the buyer with the obligation to bind on said obligation when selling or otherwise passing on the products.

15 Software program

15.1

The use and guarantee terms and conditions relating to the software products, programs, manuals and other documents delivered by T&N comply with the special terms and conditions of the concerned software manufacturer and which are in particular contained in the software license agreement between the software manufacturer and the user or final customer.

15.2

The customer shall undertake to transfer the obligations resulting from the use and guarantee terms and conditions of the software manufacturer with the obligation to bind on said obligation when reselling or otherwise passing on the software products.

16 Manufacture reporting, data privacy

16.1

The Customer is aware that T&N as part of the periodic so-called manufacturing reporting processes client-related data, such as selling prices and quantities as well as the names and addresses of the Customers, and under certain circumstances may also transfer such data abroad to manufacturers or suppliers.

16.2

Furthermore, the Customer shall agree that T&N may process client-related data for a credit check of the Customer and release the same to the credit insurance company responsible for the T&N account.

17 Transfer of rights and obligations

The rights and obligations from the individual contracts (deliveries, services) may only be transferred by the Customer with the prior written agreement from T&N.

18 Applicable law and jurisdiction

18.1

The individual agreements as well as any AGB shall be subject exclusively to Swiss law with the expressed exclusion of standards provided for under international treaties.

18.2

Jurisdiction for any direct or indirect disputes arising from the contractual relationship shall be, both for T&N and the Customer, the ordinary courts holding local and material jurisdiction at the T&N registered office. T&N may also file a lawsuit against the Customer with the regular courts of jurisdiction.

Dietlikon, June 1, 2009