

General Terms and Conditions Scanservice

(Date June 21st, 2010)

1. General

- 1.1. The following General Terms and Conditions Scanservice shall only apply in connection with the General Terms and Conditions of Trade from TREVENTUS Mechatronics GmbH. The General Terms and Conditions Scanservice represent an addition to the General Terms and Conditions of Trade from TREVENTUS Mechatronics GmbH and shall apply to all contracts which are concluded in order to perform the digitisation of documents as a service. With the approval of these General Terms and Conditions Scanservice the client also accepts the General Terms and Conditions of Trade from TREVENTUS Mechatronics GmbH.
- 1.2. The client declares that prior to conclusion of the contract he was able to examine the content of the General Terms and Conditions Scanservice and that he agrees with the content.

2. Offers, Prices, Conclusion of Contract and Fulfilment of Contract

- 2.1. Orders, agreements and offer prices are only binding if TREVENTUS Mechatronics GmbH confirms them in writing. If the ordered quantity differs from the offer, TREVENTUS Mechatronics GmbH reserves the right to change the price. If the material being scanned does not comply with the specifications made in the offer (concerning condition, format,...), TREVENTUS Mechatronics GmbH reserves the right to charge the client the resulting additional costs up to 25 % of the offer price without prior notification. If the expected additional costs exceed 25% the client has to agree with the continuation of the order in writing. In case of rejecting the continuation of the order TREVENTUS Mechatronics GmbH reserves the right to charge proportionately any costs actually incurred up until the date of cancellation. Unless stated otherwise the prices refer to bound documents.
- 2.2. The offered prices refer to pages printed on both sides. In general both sides of the pages are digitised and charged.
- 2.3. Agreed periods shall begin on the date the order has been confirmed by TREVENTUS Mechatronics GmbH. If the agreed delivery time exceeds more than four weeks, the client has to set an appropriate period of grace. Only if the contractor fails to comply with the set period of grace the client is allowed to withdraw from the contract in writing. In case of delay in delivery without any fault on the contractor's part (such as unforeseen obstacles, force majeure etc.), both parties are allowed to withdraw from the contract two months after the agreed delivery date at the earliest. The client shall have no right to claim damages if the delay in delivery is without any fault on the part of TREVENTUS Mechatronics GmbH.
- 2.4. In case of the opening of an insolvency proceeding on the client's assets, TREVENTUS Mechatronics GmbH is freed from the fulfilment of the order or remainder of the contract.

3. Copyright

- 3.1. By placing an order the client confirms to have checked the copyright protection of the documents handed over to TREVENTUS Mechatronics GmbH in order to be scanned. In case of an existing copyright protection, he furthermore confirms to hold the copyright for the documents intended for digitisation.
- 3.2. If, as a result of this Scanservice contract, any claims against TREVENTUS Mechatronics GmbH should arise from any existing copyright or TREVENTUS Mechatronics GmbH gets sued for damages, the client is obliged to reimburse the costs arising thereof.
- 3.3. The client hereby agrees to hold harmless and indemnify TREVENTUS Mechatronics GmbH from any liability claims or lawsuits that may arise from this contract.

- 3.4. If the contractor does not hold the right to the reproduction, TREVENTUS Mechatronics GmbH is entitled to claim compensation for the work done so far and lost profit. In addition, TREVENTUS Mechatronics GmbH charges a compensation of 20 % of the offer amount.

4. Transfer and Shipment of Documents and Digitised Objects; Passing of Title and Risk

- 4.1. Delivery is effected in any case at the client's risk and expense. If both parties agree on TREVENTUS Mechatronics being responsible for the arrangement of the shipment, TREVENTUS is free to choose the mode of shipment and means of transportation. Immediately upon receipt of the goods, the client has to inform TRV and the carrier in writing of the defects due to transportation. Any claims made at a later date will not be accepted by TRV. The data will be saved on the appropriate storage medium (USB stick, USB hard disk etc.). If the client insists on the use of his own storage media, the client has to bring these along with the documents to be scanned and TREVENTUS Mechatronics GmbH will also format them before saving the scanned images on them. TREVENTUS Mechatronics GmbH assumes no liability for any data loss during the process of formatting the client's storage media. If the storage media handed over upon delivery of the documents to be scanned are not suitable, the client automatically places an order with TREVENTUS Mechatronics GmbH to provide the client with the suitable storage media. TREVENTUS Mechatronics GmbH will charge the client for any additional costs incurred in this.
- 4.2. TREVENTUS Mechatronics GmbH will not assume any liability for any damage or loss of original documents or templates unless a written additional agreement for shipment and storage has been concluded. Furthermore TREVENTUS Mechatronics GmbH will not assume any liability for original documents or templates if they are not picked up by the customer 4 weeks after processing or payment.

5. Order Processing

- 5.1. Unless otherwise agreed, the documents will be scanned, post-processed, saved and handed over to the client according to the following specifications.

Specifications:

- Page formats: maximum 29 cm x 32 cm (page width x side length)
minimum 8 cm x 10 cm (page width x side length)
- Black border removal *
- Straight alignment of pages *
- Output formats: JPEGs (with fixed width), PDFs
- Resolution: 300 dpi
- Image capture: in colour
- Data transfer via USB stick / USB hard disk (depending on amount of data)
- Naming conventions of image files:
consecutive number_logical page number (e.g.: 001_13)
The logical page number refers to scanned pages
and not to printed pages.
- All inlays, sticky notes, similar place holder and marker
will be removed before digitisation. TREVENTUS will neither
digitise them nor will put them back on their original position after
digitising the documents.
- Backup: After handing over the data, a backup file of the scanned images will
be created and stored for another 2 months. A reproduction of these backup
files will only be made against payment. The client has to place a separate
order if he requires storage of data by TREVENTUS Mechatronics GmbH
for a longer period.

* These operations run automatically with spot-checks, which can lead to discrepancies.

5.2. If TREVENTUS Mechatronics GmbH has to use also other hardware systems besides the ScanRobot®, then illumination and brightness of the scan images can vary from picture to picture. Also image sharpness and number of dpi can vary between the single scans and within a scan.

5.3. The client can also choose between the following options:

- No black border removal
- Image capture: in greyscale or black/white
- Output formats: tiff, bmp, png, gif
- OCR (searchable PDF, plain text) **

** The degree of the character recognition rate depends on the fonts, the document template and the print space. A 100% character recognition rate cannot be guaranteed.

5.4. As a standard, TREVENTUS Mechatronics GmbH does not digitise cover, back and edges of a book. On specific request this will also be offered.

6. Rejection of Contract

6.1. TREVENTUS Mechatronics GmbH reserves the right to reject digitisation orders that involve image material which violates the copyright, violates human rights, glorifies violence and is unethical, racist or extremist. Without giving any reasons the contractor will return the image material at the client's expense.

6.2. In case of severe violations TREVENTUS Mechatronics GmbH reserves the right to inform the competent prosecuting authorities. Furthermore, TREVENTUS Mechatronics GmbH reserves the right to reject digitisation jobs without giving any reasons.

7. Customer Data

7.1. The client agrees to the storing and processing of personal data involved in the submission of an offer or in the contractual relation by TREVENTUS Mechatronics GmbH. TREVENTUS Mechatronics GmbH is not allowed to pass on any client's personal data to third parties. TREVENTUS Mechatronics GmbH holds the right to publish the client's name or parts of the contract for reference purposes.

8. Final Clause

8.1. Should one of the existing provisions be or become invalid or void, the legal validity of the other provisions shall remain unaffected. In this case, the ineffective provision shall be replaced by another valid provision that is identical or closest to the intended legal or economic effect.