



ISD Service^{plus} Agreement

for an Intelligent Spooling Device (ISD4x0)

This agreement settles the conditions of an ISD Service^{plus} service between SEH Computertechnik GmbH, Südring 11, 33647 Bielefeld, (hereinafter referred to as "SEH") and the commercial purchaser (hereinafter referred to as "CUSTOMER") of an ISD Service^{plus} service.

1. Purpose of the agreement

For the successfully registered PRODUCT, SEH guarantees a 24-hour replacement service for a period of 36 months of the date of purchase according to the conditions settled below.

2. Definitions

"PRODUCT" refers to one or several units of the ISD4X0.

3. Services

3.1 SEH guarantees that in the events of disturbances, defects or similar problems with the purchased PRODUCT to provide CUSTOMER with another PRODUCT, with no shipping charges, within 24 hours of notice of the defect.

3.2. To be able to react within 24 hours it is required that CUSTOMER requests an replacement unit of the PRODUCT from SEH by 1:00 pm CET, at the latest, on a business day, Monday - Friday. A PRODUCT which is requested on a Friday by 1:00pm will generally be delivered to CUSTOMER on the next following business day. Depending upon the business hours of CUSTOMER, this could either be a Saturday or the first business day of the next week.

3.3 It is the sole decision of SEH whether SEH will replace the purchased PRODUCT for another PRODUCT with the same or a better technical data.

3.4 The delivery address for the PRODUCT to be delivered by SEH must be within one of the countries listed in table 7.5.1.

3.5 Following the successful replacement, the title of the original PRODUCT or part of the PRODUCT will be transferred to SEH. The title of the PRODUCT which is delivered to CUSTOMER as a replacement will be transferred to CUSTOMER. Varying conditions can be agreed in writing between CUSTOMER and SEH.

4. Obligations of CUSTOMER

4.1. Before the customer can request the 24-hour replacement service for an probably defective PRODUCT, the necessity of the replacement must be clarified with the SEH support team via telephone.

4.2 The CUSTOMER agrees to hand over to SEH all information concerning the PRODUCT, the purchase of the PRODUCT and the use of the PRODUCT at the CUSTOMER's premises.

4.3. The CUSTOMER immediately informs SEH of any changes to the information stated in 4.2.

5. Registration and procedure

5.1 The CUSTOMER will register their purchased PRODUCT and the ISD Service^{plus} agreement directly after concluding the ISD Service^{plus} agreement via the SEH website www.seh.de. To do so, the serial number of the PRODUCT is required in addition to concluding this ISD Service^{plus} agreement.

5.2 A product can only be registered within 12 months of the date of purchase.



5.3 As verification, CUSTOMER will receive an email directly after registering the PRODUCT via the SEH-website which provides the serial number of the successfully registered PRODUCT.

5.4 The serial number must be provided for identification purposes to SEH upon requesting any services from this agreement by CUSTOMER. This agreement does not replace the customer's original sales receipt.

5.5 Services which are requested on the basis of this agreement may only be used by CUSTOMER in connection with the respective PRODUCT corresponding to the serial number.

6. Service restrictions

6.1 The services provided to CUSTOMER under this agreement do not include:

- a. The implementation of programming, consulting, the restoration of data or the supply of drivers.
- b. Damages which have been incurred as the result of improper handling, modifications to the hardware and/or software, mechanical damages, the improper configuration of the parameters, the use of the PRODUCT outside of the product specifications, improper setup or installation, external influences (e.g. transportation damages, damages due to shocks or impacts), repairs or modifications conducted by unauthorized third parties or similar causes that lie outside of the sphere of influence of SEH.
- c. In the event of costs that are incurred as a result of a sending a non-defective PRODUCT to SEH, SEH reserves the right to charge CUSTOMER for the transportation costs incurred.

6.2 The CUSTOMER is responsible for the data security and restoration or modification of CUSTOMER's own data, regardless of its importance.

7. Agreement conclusion, duration of the agreement, and Service^{plus} fees

7.1 The agreement between SEH and the CUSTOMER becomes effective after the receipt of the first Service^{plus} fee on the bank account of SEH. This requires a successful registration on the website.

7.2 By paying the first Service^{plus} fee the customer agrees to conclude the ISD Service^{plus} agreement on the basis of the herein mentioned conditions.

7.3 If registration and payment take place with 4 weeks of the date of purchase, the date of purchase will be deemed to be the Effective date of the agreement.

7.4 The duration of the agreement always expires 36 months after the original date of purchase of the original PRODUCT.

7.5.1 The Service^{plus} fee for service support from this agreement for each ISD4x0 is named in the chart below:

Country	Replacement-service-time	Cost per 12-month-period	Costs per 36-month-period
Germany	24 hours	158,-- EUR/net	474,-- EUR/net
Austria	24 hours	258,-- EUR/net	774,-- EUR/net
Belgium	24 hours	198,-- EUR	594,-- EUR
Italy	24 hours	298,-- EUR	894,-- EUR

7.5.2 The Service^{plus} fee is to be paid to SEH by CUSTOMER for one calendar year (on a pro rata basis, where required).



7.6 If CUSTOMER concludes this ISD Service^{plus} agreement at a date later than 4 weeks of the date of purchase of PRODUCT (see 7.3), the Effective date of this agreement is the first day of the month in which the registration of the PRODUCT and the payment of the first Service^{plus} fee takes place. In this case, the first Service^{plus} fee for the current calendar year is due for payment proportional to the months.

7.7 The agreement ends in every case 36 months after the original date of purchase of the original PRODUCT.

8. Limitation of liability

8.1 The Product Liability Act of the Federal Republic of Germany shall apply.

8.2. The amount of liability for other damages than those mentioned in the Product Liability Act shall be limited to the double of the entire Service^{plus} fee. The parties will not be liable for consequential damages such as lost profits, loss of business, loss of data, data recovery etc.

9. Termination

SEH or CUSTOMER are free to terminate this agreement at any time in writing if the other party does not comply with a major duty under this agreement.

10. Legal succession and resale

10.1 If CUSTOMER changes its legal status as a result of a change of name, fusion, reorganization etc. or if the PRODUCT is sold to a third party within the period of 36 months from the date of purchase by CUSTOMER, SEH shall be entitled to continue or terminate this agreement with the legal successor. CUSTOMER must immediately inform SEH while stating the company's name of the third party and the serial number of the PRODUCT. It is in SEH's sole discretion to continue or terminate this agreement.

10.2 Upon continuation of this agreement CUSTOMER's successor or the new purchaser shall succeed to the rights and obligations of this agreement. CUSTOMER is not entitled to claim a refund for any fees for the remaining period of the agreement. CUSTOMER must regulate any possible refunds with the purchaser of the PRODUCT.

11. Miscellaneous

11.1 The laws of the Federal Republic of Germany shall apply. The CISG is excluded.

11.2 If a provision of this agreement is or becomes ineffective all other provisions stay intact.

SEH Computertechnik GmbH, 2010-10-15