

General Terms and Conditions of Business

Valid as of: 01/01/2017

General Terms and Conditions of Abocon to use easyRFX, openRFX and CCC (hereinafter referred to as "easyRFX")

1. General

1.1. Validity of following conditions

Abocon's deliveries, services and offers are made solely on the basis of these terms of contract, which also apply to all future business relations, even if they are not expressly agreed again.

1.2. Offer and conclusion of contract

The offers of Abocon are subject to change and non-binding.

Declarations of acceptance and all orders require the written confirmation or a confirmation via telex or fax of Abocon to be legally valid.

The salespersons of Abocon are not authorized to make ancillary verbal agreements or give verbal assurances that go beyond the content of the written contract.

1.3. Payment

- If not otherwise agreed, the invoices of Abocon are payable, without deduction, 14 days after invoice date.

- Abocon is entitled, despite contradictory provisions of the contracting parties, to offset payments against older debts, and will inform the contracting party of the type of the offset method. If costs and interest have already arisen, Abocon shall be entitled to set off payments first against costs, then against interest and finally against main performance.

- A payment is only deemed to be effective if Abocon has disposal over the amount. In the case of payments by checks or bills of exchange, the payment is not regarded as having been made until the check or bill of exchange has been cashed.

- If the contractual partner is in default, Abocon shall be entitled to demand interest of 5% per annum as lump sum compensation from the relevant date. This interest shall be lowered if the contracting party proves that charges are lower; Abocon is permitted to prove that the damage is higher. - If Abocon becomes aware of circumstances which jeopardize the creditworthiness of the contracting party, in particular, a check or bill of exchange cannot be honored or the contracting party terminates his payments, or if Abocon is aware of other circumstances that call into question the creditworthiness of the contracting party, Abocon is entitled to make the entire residual debt payable, even if it has accepted checks or bills of exchange. In this case, Abocon is also entitled to demand advance payments or security payments.

- The contractual partner is only entitled to set-off, to withhold or reduce (even in case of claims of defect or counterclaims) if the counterclaims have been legally established or are undisputed. However, the contractual partner is not entitled to withhold the counterclaims from the same contractual relationship.

2. Benefits and conditions

2.1. General description of the services

Abocon operates a platform for the purchase and sale of goods and services. This capability can also be used as an ASP model because of its ability to provide clients. The preparation, the procedure and the participation in events are based on the rules defined in the invitation to tender and in these General Terms and Conditions. When using the services provided by Abocon as part of access via third parties, other contractual conditions of the respective providers may apply. Abocon accepts no liability for any legal or legal claims, that may arise from third-party conditions.

2.1.1. Definitions

· "Event" Any type of tender or auction (Request for Proposal, Request for Information, Request for Quotation etc.). Due to the technical prerequisites, the easyRFX technology enables different kinds of event Roles:

The concept of different roles does not provide strictly separated roles, but a hierarchical structure. Every registered user can participate in an event if he is invited. Upon request, further rights are assigned to the user, e.g. to create events. There are three roles in the events:

· "owner" · "bidder" · "observer"

The flexible roll concept allows an owner of an event to simultaneously be a bidder and / or an observer in another event.

· "easyRFX system"

The easyRFX system describes all functions used to conduct events, which are made available via the Internet on the website of Abocon. The rules of the event are defined individually in the easyRFX system.

2.1.2. Services

Abocon provides the easyRFX system to the user for his own use and on his own responsibility. A user manual allows the user to work independently with the system.

Training services can be provided but are not part of the offer and are usually billed separately.

2.2. Conditions

2.2.1. Conclusion of contract between the owner and the bidder

2.2.1.1. Abocon's role

The users which are participating in the event are completely responsible for the conclusion of the contract. Abocon provides the technology, but does not act as an intermediary between the users. Compliance with existing legal requirements is solely the responsibility of the event owner. This applies, in particular, to legal requirements for tendering, volume and equalization of bidders. All users of the easyRFX system are not allowed to perform events which are incompatible with existing law.

- In the events Abocon is at the same time deliverer of declarations and recipient of declarations of both owner and bidders. Abocon is neither a representative of the owner nor a representative of the bidder (s), unless otherwise explicitly agreed in the individual case. Abocon only provides a communication interface (market platform) for the communication between bidders and owners and for the services that are mentioned in this document.

- Abocon will ensure the legitimacy of the participants to the best of its knowledge in assisting the owners in the preparation and execution of auctions. Abocon is not responsible for dangers of the misuse of the user accounts by unauthorized third parties.

- Abocon cannot fully ensure that the person named in the abovementioned consent or consent from Abocon is actually the owner or bidder. The true origin of a declaration of the will remains always doubtful. The owner or tenderer submitting or accepting an offer therefore acts at his own risk with regard to the existence of the contracting party. Abocon can also not completely exclude the possibility that a password will be passed into the hands of a person which is not authorized by an owner or bidder to issue any declarations of intent. Therefore, Abocon cannot guarantee that the declarations of intent received from Abocon for the respective other Contracting Party actually come from the person recognized by Abocon as the declarant. Abocon also supports the user in the elucidation of a suspicion of an illegal use of a user account. Furthermore, Abocon reserves the right to block access to the easyRFX system without giving reasons. A liability of Abocon according to the rules of the liability of the messenger without messenger power is excluded - apart from cases of premeditation or gross negligence.

- The easyRFX system allows authorized users to track the bids online via the Internet during the tendering period of the bid or the auction period, within the scope set by the owner.

- A contract to supply and performance of the object of tender is made exclusively between the owner and the bidder. Abocon recommends to put the details of the contract down in writing after the end of the auction. Abocon is not responsible for the delivery or acceptance of goods or services, or the provision of consideration for this purpose.

2.2.1.2. Tender documents

The tender documents submitted by Abocon represent a request to submit tenders. They are not an offer within the meaning of § 145 BGB by Abocon. The owner is solely responsible for the content of the invitation to tender.

2.2.1.3. Events

- Registration. The use of the easyRFX system and related online services is reserved for registered users. A registration form is available on the Internet. - The registration itself takes place on the easyRFX system by completing an appropriate form and entering a secret password by the respective user. Registration is only possible via the Internet.

- Authorization. Abocon reserves the right to make a written statement about the company and the registered person, as well as the necessary power to act for the intended use of the easyRFX system.

- There is no legal right to access the easyRFX system.

- Rules of the event. Just in time before the start of the event the owner announces the general conditions and the rules for the event. The rules of the event are described in:

General information · Terms of delivery and payment · Periods and deadlines · Supply rules · Parameters · Requirements information

- Additional or different conditions of the procedure, the participation in the event or the contract conclusion can be determined in the rules of the event.

- The time which is displayed in the easyRFX system is binding for placing bids and adhering to deadlines.

- Confirmation of the basic conditions. The rules and conditions of the auction as well as the current version of the General Terms and Conditions of Abocon must be accepted by each participant before submitting bids. They are binding on the owner and the bidders.

- Release of the event. The event, which is approved by the owner, constitutes an offer within the meaning of § 145 BGB (German Civil Code) to conclude a contract. The contract is concluded under the conditions specified in the invitation to tender.

In urgent cases the owner is entitled to change the event conditions even during the current event.

- Bids for an event. Each authorized bidder has the opportunity to place bids on the event via the Internet, according to the rules set out in the description, by entering his personal user name and password. In accordance with the bidding rules determined in the

event, each bidder can improve his bid by the end of the event. - The equipment that is required to participate in the auction must be provided by the participants themselves. The minimum requirements for the devices can be obtained from Abocon.

- The commitment of a bid. All bids submitted via the Internet by using the personal access data are a binding and irrevocable offer to the owner to conclude a contract, under the terms of the tendering, which are specified and announced by the owner. This also applies to bids placed on the bidder's behalf by third parties authorized by the bidder.

- The acceptance of a bid is indicated in the master data: If the bidder wins the bid, either manually when the bidder is one of the best n bidders (while n is a number) or by a specified other rule, the owner has the right to choose from the above mentioned number of best bidders (or if applicable multiple) his contracting party/parties. In this way the contract is concluded. The contract is concluded outside of the platform by means of immediate declarations of intent between the owner and the bidder.

- It is possible that other rules of accepting a bid are defined in the master data.

- Cancel an event.

If the communication system of the easyRFX system fails completely or partially during an event, Abocon is entitled to cancel the event. Depending on circumstances, Abocon will resume or restart the event as soon as possible in agreement with the owner of the event. Any bids issued up to this date shall remain valid without reservation until the end of the period of notice, unless otherwise specified in the individual case. Abocon will promptly inform the parties about this and the date of the repetition. Damage claims cannot be derived from such an event against Abocon. This does not apply in cases of intent or gross negligence on the part of Abocon.

- Contact termination. If a participant (bidder or owner) loses the internet contact to the platform during an auction, Abocon will help the respective participant to get back into the event. However, Abocon cannot assume any guarantee for this, apart from cases of intent or gross negligence. Every user has to bear the risk of a break in the line connection.

2.2.2. Contract between owner and Abocon

2.2.2.1. Conclusion of contract

Legally binding declarations between the owner and Abocon are also effective when they are submitted and / or received via the Internet. The written form is not necessary for the effectiveness of the respective declaration. If no written agreements are made, the standard conditions for services of Abocon apply.

To use the services of Abocon the conclusion of a separate service contract is mandatory.

For all contracts between the owner and Abocon, the General Terms and Conditions of Abocon apply in their respective valid version. This also applies if individual contracts do not expressly refer to the applicability of these Terms and Conditions.

2.2.2.2. Compensation

The compensation that is to be paid by the owner to Abocon is based on the individual agreement plus the statutory value-added tax.

If no individual agreement has been reached between Abocon and the owner, the standard conditions for using the Abocon software apply.

Each event that receives an event ID is subject to a fee. The compensation is due with the activation of the event by the owner, unless otherwise agreed.

2.2.2.3. Warranty

Abocon does not give any guarantee for the goods and services that are negotiated on the easyRFX system. Abocon does not warrant the lack of defects of the goods and services and that their performance is in time. All legal claims, irrespective of which side these claims are demanded, exist only in the relationship between the owner and the bidder.

Complaints of the services can only be based on culpable violations of Abocon's due diligence.

If the performance of Abocon has not been provided intentionally in accordance with the contract, the owner may demand rectification. If the rectification is not possible or fails within a reasonable period, the owner may demand a reduction of the fee or, at his option, the cancellation of the non-contractual partial service rendered. The assertion of further claims arising from warranty and / or misperformance is excluded.

2.2.2.4. Confidentiality

Abocon will not disclose any data relating to the owner and / or his associated company, be they of technical or economic nature, to third parties, and only will use them in accordance with this agreement. This only applies if such data, at the time of its disclosure, has been indicated as confidential to Abocon, irrespective of whether or not such data has been disclosed by the Customer to Abocon or Abocon has become aware of these data in some other way through the collaboration.

The above paragraph shall not apply to any data that

- necessarily has to be disclosed to third parties to fulfill the performance of Abocon's services, or
- became accessible to directors or other representatives after their disclosure without any faulty or culpable conduct by Abocon, or
- Abocon received from third parties without thereby violating this confidentiality obligation, or
- were already known by Abocon at the time of their disclosure, or
- Abocon had to disclose to third parties because of legal or official orders,

to the extent to which Abocon uses and / or distributes the data in an anonymous form (for example for statistics).

The owner is subject to the relevant obligation as defined in paragraph 1 with respect to confidential data of Abocon or companies affiliated with Abocon.

2.2.2.5. Contract duration

The duration of the cooperation between Abocon and the owner is determined by the respective agreements.

The termination of a contract for cause – irrespective of whether it is a registration contract or service contract – remains unaffected.

Declarations of contract termination must be made in writing or by fax.

2.2.3. Relationship between bidder and Abocon

2.2.3.1. Registration

- Bidders can only participate in an event on the easyRFX system if they have registered online for it or have been invited by an event owner or an easyRFX system administrator.
- Access to bidding data can be limited by the owner. The decision to grant access to bidding data is in the hand of the owner.
- Abocon reserves the right to freely decide who is allowed to register and who does not have access to, and to which areas of the platform a registered person has access.
- The bid submitted by a bidder to an invitation to tender shall remain binding for three working days beyond the duration of the tender (section 148 BGB), unless otherwise agreed. A bid will become ineffective with a change of the invitation to bid by the owner, but the bid may be adjusted or confirmed by the bidder.

2.2.3.2. Safety

Abocon recommends that bidders change their password regularly and before the start of each event to prevent abuses.

2.2.3.3. Bidding

The master data of the event may provide that an initial offer or a starting bid that falls below a certain price is required in order to be able to participate in the bid or auction. The owner is responsible for setting the type and the amount of starting bids.

2.2.3.4. Exclusion of obligations

Unless otherwise expressly agreed in these General Terms and Conditions or by individual agreement, Abocon shall have no obligation to the bidder. To the extent permitted by law, the bidder cannot claim the admission to certain auctions against Abocon and the owner.

2.2.3.5. Assurance, liability exemption

The participants assure Abocon that they are entitled to all rights to the goods and services offered by the participants and that they are not encumbered with third party rights. The participants indemnify Abocon from all claims against Abocon due to the breach of this warranty, in particular claims under the act against unfair competition. The exemption includes the defense against these claims and, if applicable, their fulfillment.

3. Final provisions for all stakeholders

3.1. Safety

Abocon recommends the market participants to keep their password and login secret and to change these at regular and short intervals.

3.2. Accountability; warranty

- Abocon does not guarantee the conformity of the system time with the central European time (or summer time).
- Abocon does not guarantee the existence and identity of the owners and bidders, nor does Abocon guarantee the correctness and completeness of the information provided by the owners and bidders during the events.
- According to the state of the art, Abocon will provide backups to prevent the influence of unauthorized third parties on the tender or auction. Abocon cannot provide a guarantee. The same applies to software errors.
- Abocon is not liable for damages, unless they are caused by intentional or gross negligence on the part of Abocon or its vicarious agents. This also applies to damages that are caused by a breach of essential contractual obligations that arise from the absence of assured characteristics. This also applies in case of initial incapacity and / or if health or life is damaged by the injurious act.
- Insofar as Abocon is liable for damages due to the violation of essential contractual obligations, the liability is limited to foreseeable damages which are typical – at the time of the conclusion of a contract or the breach of an obligation – for comparable businesses. Abocon is not liable for damages that are exclusively attributable to the risk area of the owners or bidders. The foregoing exclusion of liability does not apply to the intent or gross negligence of Abocon's institutions and / or employees.

3.3. Rights of use

- Users' rights are limited to participation in Abocon's platform for the purposes of contractual use. Unless explicitly stated otherwise in the General Terms and Conditions, Abocon does not grant the user any copyrights or other property rights. This includes, in particular, current and future websites of Abocon, the easyRFX system, the CCC system, as well as related documentations such as instruction manuals.
- Copyrights, property rights and other rights of third parties which can be accessed via the links or in other ways through the easyRFX system, such as catalogs of user products, remain fully protected by the respective holder of rights and are protected accordingly.
- Insofar as Abocon provides the user with software, such as for the configuration of the user's own systems to use the services of easyRFX, the user is granted a non-transferable right of use this software that is limited to the period of mutual business relationship. Abocon accepts no liability or warranty for this software. Further details are regulated in the special conditions for the use of this software.

3.4. General provisions

3.4.1. Registration

Both owners and bidders ensure that the information provided by them, especially in the registration form, is true and complete. They will immediately update any changes to the data provided.

3.4.2. Access data, login and password are given by all users themselves during registration, and kept secret by this user. If declarations are made using login and password, they are effective, unless the recipient of the declaration is aware of the declaring person's inadequate representative authority.

3.4.3. Changes in the General Terms and Conditions

Abocon may change these Terms and Conditions at any time. Abocon will inform the owner in good time. In this case, the owner can object to the change within a period of three weeks from notification with effect from the notification date. If he does not object, the amended General Terms and Conditions shall apply from this date. He himself can object to the change only in writing by revoking his registration.

3.4.4. Force majeure

Abocon is entitled to rescind the contract which has not yet been fulfilled or to suspend the latter for the period of operational disruption, in particular by means of force majeure, natural disasters and labor disputes.

3.4.5. Offsetting / Retention / Assignment

Owners and bidders are only entitled to the set-off and / or withholding only with undisputed or legally binding claims. As far as legally possible, owners and bidders are not entitled to assign claims and rights from the contract with Abocon to third parties.

3.4.6. Statute of limitations

All claims of the owner or the bidders resulting from a breach of contract shall be subject to a limitation period of one year after the end of the event, as far as legally possible, unless the statutory limitation period is shorter.

3.4.7. Severability clause

Should one or more provisions of this contract or of another contract be or become invalid or unenforceable for non-statutory reasons (reasons that are not consistent with the General Terms and Conditions), the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by – with retroactive effect – the effective one which is the closest to the parties' intention at the time of the conclusion of the contract.

3.4.8. Jurisdiction, applicable law

This contract is governed by the law of the Federal Republic of Germany. The applicability of international conventions, in particular the United Nations Convention on Contracts for the International Sale of Goods, and the Collision Rules of German Private International Law is excluded - to the extent legally possible.

The provisions of the e-commerce directives of the European Community or of the German law on the information requirements and on the conclusion of the contract, which are transposed, do not apply as far as legally possible.

The court of jurisdiction is Hamburg. Abocon is also entitled to sue at the general court of the owner or bidder.

3.4.9. Data protection

We shall be entitled to process and store the data received in connection with the business connection - even if these are from third parties - in the sense of the Federal Data Protection Act and have them processed and stored by third parties commissioned by us.

3.5. Defense clause

Conditions which are contrary to the abovementioned General Terms and Conditions of Business of Abocon and the individual contractual conditions agreed upon are not part of the contract. In particular, it is agreed that the General Terms and Conditions of Business of Abocon, insofar as they conflict with the above Terms and Conditions, do not apply.