

General Terms and Conditions of Business

Seibt Verlag GmbH (hereinafter: SEIBT) publishes business-to-business data on CD-ROM, in print and on the Internet. Contracts with SEIBT are exclusively subject to our General Terms and Conditions of Business.

1. Contract formation, contracts concluded with third parties

Contracts between SEIBT and its customers shall be effective only if made in writing, with the contract having binding effect for the customer. SEIBT may, without giving reasons, decline to accept the contract within 4 weeks after the contract is received at SEIBT's registered offices. This applies, in particular, if the client is in default of payments for previous orders. If an advertising agency (third party) places an order on behalf of its customer, such third party will, in case of doubt, be SEIBT's contracting party under obligation.

2. Cancellation

Contract cancellations or contract modifications for publication on CD-ROM cannot be made after copy deadline. If SEIBT receives cancellations within 14 days after receipt of order, SEIBT shall be entitled to charge a flat rate of 30% of the order value; later cancellations will be charged at the rate of 70% of the order value. These cancellation charges are due for payment with immediate effect. Other types of orders or contracts may not be cancelled.

3. Scope of services

SEIBT agrees to publish the data supplied by the customers on CD-ROM, online on internal Internet databases and, for medical technology, also in print. Beyond a simple plausibility check, the data received are not reviewed or checked for content and legality. The responsibility for the content rests solely with the customer. If SEIBT, prior to publication, provides the customer with proof copies of the customer's data, the customer shall be responsible for notifying SEIBT of changes, amendments or corrections within good time.

4. Rights of use

By purchasing the CD-ROM and/or the printed copy, the customer acquires the right to use the company, business and product information contained therein for its own private purposes without any restriction as to quantity and duration. If print-outs are made for internal use, SEIBT must be quoted on the copy as source. Using and forwarding the data to third parties for consideration or payment is strictly prohibited. Regarding the indexing and the retrieval software, the copyrights of the appropriate software producers must be observed.

5. Liability

In view of the nature of the Net, no guarantee for permanent accessibility to the Internet can be given. SEIBT shall not be liable for the quality of presentation, availability, access duration, completeness, accuracy and currency of the published data. The claim for payment of the agreed remuneration shall exist regardless of any future changes or access conditions to the Internet. The user shall be liable for any damage or loss incurred by SEIBT or third parties by failure to observe the General Terms and Conditions of Business or other pertinent rights, in particular copyrights. This also applies to the rights under the data protection laws. Claims for damages by the customer arising from positive breach of obligation, culpa in contrahendo and tort against SEIBT or persons employed by SEIBT in performing its obligations shall be ruled out, unless such damage or loss has been caused by gross negligence or with intent. Claims for damages arising from the impossibility of performance and default shall be limited to the compensation of the damage or loss predictable for SEIBT and to the payment to be made for contract performance.

6. Date due, reminders, default in payment, collection

Invoices shall be due for payment without deductions after receipt of invoice, at the latest 10 days after date of invoice. The dunning charges for late payments are as follows: 1st reminder € 5,00; 2nd reminder € 10,00; 3rd reminder € 20,00. Besides these charges, the statutory interest from the date due may be claimed. Collection agencies and persons empowered to collect are authorised by the appropriate powers of attorneys.

7. Data protection

SEIBT warrants to abide by the pertinent provisions under the data protection laws.

8. Written form requirement

Changes to the contract must be made in writing to be effective.

9. Jurisdictional venue and place of performance, reservation of title

The contracts shall be governed by the laws of Germany. Jurisdictional venue for any disputes with qualified merchants, legal entities under public law and special assets under public law, as well as the place of performance, shall be in Darmstadt. Until payment is received in full, the good supplied shall remain the property of SEIBT. Extended reservation of title shall apply. If any provisions herein are, or become, invalid or ineffective, the remaining provisions shall remain in full force and effect.

Darmstadt, October 2004

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