



GENERAL TERMS AND CONDITIONS

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PREAMBLE

ZENON-MEDIA GmbH is engaged in the design, development, editing, distribution and maintenance of « radio automation solution » and special development software, designed for audio recording, broadcasting and exchange.

Zenon-Media GmbH sells the user licences for its software, via Internet, facsimile, post or electronic mail.

These General Terms of Sale are applicable to sales made via Zenon-Media GmbH Internet site or direct sale by shipment of software.

DEFINITIONS

Company: the company Zenon-Media GmbH

Internet Site: the Company's Internet site www.zenon-media.com.

Client: Any natural persons or legal entities who order one or more of the Company's Products whether or not in connection with their professional activity.

Product / Products: the user licence or licences offered for sale on the Company's Internet Site and by quotation.

General Terms: all the provisions comprising these general terms of sale which apply to any order placed with the Company.

Box Format: Product supplied in a box with all the files for the software for which the user licence is sold.

Electronic Format: Product supplied in the form of a file that can be downloaded from the Internet Site.

OPPOSABILITY OF THE GENERAL TERMS

The fact of placing an order implies the Client's full and unconditional acceptance of these General Terms. Any conflicting condition laid down by the Client, unless expressly accepted, shall not be opposable to the Company regardless of the time at which the Company may have been informed of such condition. The fact that the Company does not at any given time enforce any one of these General Terms shall not be construed as waiving the right to subsequently enforce any one of the said terms. The Company reserves the right to adapt or modify the General Terms. In the event of modification, the General Terms applied to any order shall be the General Terms in force on the day on which the order is placed.

LEGAL CAPACITY

The Client declares that it possesses the capacity to enter into the present contract, the General Terms of which are presented hereafter, that is to say, for natural persons, that he/she is of legal age and not under guardianship or trusteeship.

CHOICE OF THE PRODUCTS

Choice of the Products The Client is alone responsible for the choice of the Product and its appropriateness for the Client's needs. The Company assumes no responsibility in this respect. It is incumbent upon the Client to ask the Company for any additional information and details concerning the characteristics of the Product or its use. After the Client has obtained information on the Products marketed by the Company and verified that they are compatible with the Client's other equipment (hardware, software, configurations, etc.) and with the needs that it has determined, the Client records its order under its own responsibility. The Company shall not under any circumstances be held responsible for any direct or indirect damage, of any nature whatsoever, related to the use of or impossibility to use the Product sold. The Client can choose to order the Product in Box Format and/or in Electronic Format.

ORDER – FORMATION OF THE CONTRACT

At the time of the recording of the order placed via Fax or via e-mail, an order confirmation entitled «Confirmation » is sent back, enabling the Client to verify/change the details of its order and verify the total price.

PRICE, PAYMENT AND INVOICING

The prices are quoted and invoiced as follows:

- prices of the Products in euros excluding VAT
- VAT amount
- order amount including VAT.
- Carriage amount will be charged extra according the carriage method chosen.
- Travel cost and accommodation will be invoiced extra according the real paid charge during the quoted on site installation and training duration.

The Company reserves the right to change its prices at any time and undertakes to charge the prices in force at the time of the Client's order. Any change in the VAT rate will be passed on to the Product price including VAT. In the case of Products supplied to a Client outside the European Union, the price stated on the invoice will be calculated excluding VAT. Each Client is responsible for declaring and paying the VAT, customs duties, local taxes, import duties or other state tax payable in its own country. These duties and sums are not the responsibility of the Company. For Box Format orders, the invoice is sent to the Client with the Product. For Electronic Format orders, the confirmation mail serves as invoice. A postal paper invoice will be sent as confirmation.

CARRIAGE CHARGES AND DELIVERY TIMES

The Products ordered in Box Format will be delivered to the address given by the Client during the order process, according the delivery time in the quote. The delivery time given above is an average time depending on the destination, the method of delivery and the availability of the Product. The Company shall not be liable for the payment of any damages in the event of the above time being exceeded. The Company reserves the right to choose the carrier and guarantees the delivery of the Products. The Company will invoice the Client for the carriage charges.

GEOGRAPHICAL ZONE OF DELIVERY

The Company delivers the Products in Box Format to all countries served by the international postal services. The Company delivers the Product in Electronic Format anywhere where the full downloading of the files is possible via the network.

VERIFICATION OF THE PRODUCTS IN BOX FORMAT

It is up to the Client to verify the state of the packaging of the Products supplied in Box Format and to make sure that they conform to the order placed. The Client must report any conspicuous defect or the non conformity of the Products supplied in Box Format within five (5) working days from the date of the Client's receipt of the Products:

- either by e mail to: info@zenon-media.com
- or by recorded delivery letter with acknowledgement of receipt requested sent to the following address: ZENON-MEDIA GmbH, Carl Benz Str.16 77731 WILLSTÄTT – GERMANY. The date of postmark shall be proof of dispatch date.

If no claim is made within the above mentioned time limit, the Products supplied in Box Format shall be deemed to conform to the order and to have been accepted by the Client. No Product shall be exchanged before having been returned to the Company and accepted by the latter, in good condition, in the same state as dispatched by the Company. In particular, the Product must not have been unsealed.

LEGAL GUARANTEE AND AFTER SALE SERVICE

The Client shall be covered by the statutory guarantee against concealed defects. Thus, in the event of a manufacturing defect in the Product making it unfit for the use for which it was intended, the Client may apply to the Company's after sale service:

- either by sending an e mail to: info@zenon-media.com
- or by sending a recorded delivery letter with acknowledgement of receipt requested to the Company at the following address: ZENON-MEDIA GmbH, Carl Benz Str.16 77731 WILLSTÄTT – GERMANY

The Client will then have the option of choosing between returning the Product and being reimbursed for the price, or keeping the Product and being reimbursed for part of the price. If the Client chooses to return the Product, the cost of the return will be paid by the Company on the basis of the original method of delivery. The Client acknowledges that the Company has duly fulfilled its obligation of information.

TRANSACTION SECURITY

The software license right management is controlled by a hardware dongle present on each machine or centralized on one machine acceded over the Network. This hardware key will be shipped in a time limited period. The time limitation will be extended on the paid period only after receiving the full payment of the invoice.

RIGHT OF TITLE

The Company retains full ownership of the Products sold until full and complete payment of the price, including charges and taxes. The mere presentation of an order to pay shall not constitute payment. The above provisions shall not debar the transfer to the Client of the risks of loss of or damage. Should the Client fail to pay the full price, including charges and taxes, the Company shall be entitled to demand the return of the goods delivered. Any expenses incurred in such returns shall be payable by the Client.

SOFTWARE, GUARANTEES AND OBLIGATIONS

Its author, in accordance with the terms laid down in its documentation, guarantees the software for which the user license is sold. The Company cannot give any guarantee whatever on the software and in particular on any defects or bugs. After complete payment of the price, and except for any contradicting clauses included in the license attached to the Product, the Client shall be granted a non-transferable personal user license for the software for an unlimited time exclusive of any right of ownership. In accordance with the legal and statutory provisions in force, the Client shall refrain from copying the software other than as authorized by law



and from performing any act liable to undermine the rights of the authors, their assignees or the Company.

The use of the Product is subject to the Client's prior acceptance of the text of the user license attached to the Product in paper format in the case of the Box Format and in the form of a computer file in the case of the Electronic Format.

By express agreement, the installation of the software on a computer shall constitute unconditional acceptance of the attached user license.

NOMINATIVE INFORMATION

In accordance with law relative to data processing and freedom, the information requested from the Client is necessary for the processing of the Client's order and is solely for the use of the Company. The Client has right of access to the information concerning it. Upon request, this information can be communicated to the Client and, in the event of error or of modification, can be rectified. The Client can also prevent the communication of this information to any third party by making a request to the Company in writing.

FORCE MAJEURE

The Company disclaims all responsibility for any failure to fulfill its contractual obligations in the event of a force majeure or chance event, including, but not limited to, disasters, fires, strikes within or outside the Company, failures or breakdowns within or outside the Company, and in general any event preventing the satisfactory execution of the orders.

IDENTIFICATION OF THE COMPANY

ZENON-MEDIA GmbH, a German company

VAT Nb: DE812348090

Tax Nb : 14064 / 90151

Registered office: Amtsgericht Freiburg HRB 371527

General Manager: Francois Meyer & Dominique Wenger

Offices: Carl Benz Str.16 77731 WILLSTÄTT Germany.

Electronic address: info@zenon-media.com

ENTIRE RIGHTS AND OBLIGATIONS

The General Terms and related headings (order, security, payment, delivery, guarantee, after sale service) constitute the entire rights and obligations of the Company and of the Client concerning the orders of Products. No general or special term communicated by the Client shall be integrated into the General Terms. If one of the clauses of the General Terms is declared to be illegal, invalid or unenforceable by a court for any reason whatsoever, this clause shall be deemed to be dissociated from the other clauses and shall in no way affect the validity or opposability of the other clauses.

APPLICABLE LAW - LITIGATION

German law shall govern the General Terms. In the event of any dispute in connection with the interpretation or performance of any of the provisions of the General Terms and should the Company and the Client fail to come to an amicable agreement, the dispute shall be referred to the German courts.