

PARTICULAR CONDITIONS

VERSION 1.1 - VALID FROM 01. AUGUST 2008

hobex
PAYMENT SYSTEMS

PARTICULAR CONDITIONS OF TERMINAL LEASE

1. Creation and subject-matter of the leasing contract

hobex AG, FN 37265b, Josef-Brandstätter-Str. 2b, A-5020 Salzburg, (hereinafter referred to as „**hobex**“) has concluded the underlying „Card Payment Processing Contract“ with **Contracting Company** (hereinafter referred to as „**CC**“). The conclusion of a leasing contract between CC and hobex for one or more terminals – as far as selected by CC in the „Card Processing Contract“ – is a component of this contract. Lease contract stipulations are defined in detail in the Particular Conditions of Terminal Lease.

2. Contract duration, delivery schedule

2.1. The lease begins when both parties have signed the „Card Payment Processing Contract“ and the terminal is installed and operable. The leasing contract has a minimum duration of 36 (thirty-six) months. The contract will be extended for an unlimited period on expiry of the minimum period. After expiry of the minimum duration the contract can be cancelled per end of calendar month by either party by sending a letter of cancellation by registered post under observation of a notice period of 3 (three) months.

2.2. The lease and maintenance charge and the accounting period are defined in the „Card Payment Processing Contract“ and will be collected by direct debit at the start of each accounting period. The lease and maintenance charge is payable in full at the start of every accounting period and immediately if the lease commences during the accounting period.

2.3. hobex will present this contract to the financial authorities for the assessment of fees and will pay said fees to the financial authorities when they are due. hobex will then collect the full amount of the fees from CC who undertakes to cover these costs.

2.4. The contract ends automatically when the „Card Payment Processing Contract“ is cancelled. The obligation to pay the lease and maintenance charge ends on the last day of the month in which the terminal is returned.

2.5. CC is obliged to return the terminal and its accessories to hobex at CC's own expense and risk and to pay a handling charge pursuant to the „Card Payment Processing Contract“ plus VAT if CC cancels the lease contract prior to expiry of the minimum contract period.

2.6. Any violation of a major obligation of these contractual by CC, including default of payment of more than two weeks, will entitle hobex to cancel this agreement or the „Card Payment Processing Contract“ with immediate effect. The same applies when insolvency proceedings are opened against CC's assets or in case of justified reason to suspect insolvency.

3. Handover/return

3.1. The terminal and accessories (cables, operating instructions, mains adapter and software) are handed over to CC by hobex in unobjectionable condition. The handover is documented in a report which is signed off by CC.

3.2. CC shall return the terminal and accessories to hobex without delay and at his own expense and risk when the contract terminates.

4. Damage reporting

CC shall immediately report any loss, defects and damage relating to the terminal and its accessories, as well as claims under warranty and other claims. All consequential costs, including those accountable to delayed reporting, are payable by CC.

5. Miscellaneous

5.1. Every change or amendment to this agreement must be made in writing. Oral subsidiary agreements to this contract are invalid. This also applies to waiver of formal requirements.

5.2. If individual stipulations of this contract are partially or completely invalid this shall not affect the validity of the other stipulations. In this case a valid stipulation that comes as close as possible to the economic purpose of the invalid stipulation is deemed as agreed.

5.3. Substantive Austrian law shall apply to all disputes relating to this contract. The applicability of conflict of laws rules of the Austrian International Private Law and the Uniform Law on the International Sale of Goods are explicitly excluded. The parties agree on the exclusive responsibility of the competent court in Salzburg (city).