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CUSTOMER CONTRACT

This Contract is made by and between the following companies:

Principal

Goderdzi Resorts LTD
KOMAKHIDZE 119
6010 BATUMI
GEORGIA
Commercial register number: 245629388

Agent

SKIDATA AG
Untersbergstraße 40
A-5083 Grödig/Salzburg
AUSTRIA
Commercial register number: FN 59669, LG Salzburg
VAT ID number: ATU34880607

hereinafter referred to as the "Principal"

hereinafter referred to as "SKIDATA"

jointly referred to as the "Parties".

1. This Contract consists of the following binding parts and all related annexes (please check the applicable boxes)

- x Hardware Conditions
- x Software Conditions
- x Service Conditions
- x Conditions for Consumable Products
- x Conditions for Consultancy Services

and in any case the General Conditions.

In addition, the following documents shall apply, which are subject to changes by SKIDATA during the term of this Contract and which are provided to the Principal in written or electronic form:

x Other: Project pro forma invoice for SKIDATA system

- 2. Any changes of the standard contract clauses in accordance with Paragraph 1 above will exclusively be stipulated and described in the part "Changes to the Contract".
- 3. With its signature, the Principal confirms (i) that all information given by the Principal in the annexed documents are true and correct and (ii) it has received, read and understood and is bound by all parts of the Contract stated above.
- 4. In case of any conflicts between individual parts of this Contract such as offer, annexes etc. concerning the selection of the individual parts of the contract, their extent, and the required specifications of these Conditions, then an offer, individually prepared by SKIDATA and referred to as such offer, which in particular contains the prices to be paid, shall have priority over any other agreements and specifications.
- 5. This Contract shall become effective as of the following date: signature by both Parties

Principal

SKIDATA

Signature(s):



Signature(s):

Handwritten signature of Hugo Rohner

Name(s):

Vaja Diasamidze

Name(s):

Hugo Rohner

Title:

Director

Title:

CEO

Date:

Date:

Dr. Alexander Vouk
Chief Financial Officer



SKIDATA AG · Untersbergstrasse 40
5083 Grödig / Salzburg · AUSTRIA
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www.skidata.com · info@skidata.com

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Amendments of the Contract „Goderdzi 2012“

1. Amended Provisions: payment

The payment terms of the contract have been amended to

60% prepayment – (42 731,49 EUR) and 40% (28 487,67 EUR) before handing over of goods to RFL Logistics Lassmann (the carrier to Batumi). The 2780 EUR for the transport included in the project are due 100% prepayment.

For details please check also the payment schedule.

All other terms of the contract shall remain unchanged.

2. Amended Provisions: Software Conditions

None.

3. Amended Provisions: Service Conditions

None.

4. Amended Provisions: Conditions for Consumable Products

None.

5. Amended Provisions: Conditions for Consultancy Services

None.

SKIDATA[®]

KUDELSKI GROUP

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Hugo Rohner
Chief Executive Officer
SKIDATA AG

Dr. Alexander Vouk
Chief Financial Officer
SKIDATA AG



General Conditions

1. Scope

1.1. These General Conditions shall apply to all parts of this Contract between the Principal and SKIDATA and to all and any additional or subsequent orders and any other business transactions except as otherwise determined in writing for individual items in the previous conditions of the individual partial contracts; such special conditions shall have priority over these General Conditions.

1.2. The parties agree that the Principal's General Terms and Conditions, if any, shall not apply.

1.3. Collateral agreements, amendments and changes to this Contract must be in writing (and signed by both parties) in order to be valid. Any waiver of this requirement of written form must be in writing, as well. There shall be no oral collateral agreements; however, oral collateral agreements, if any, shall become ineffective once this Contract becomes effective.

2. Offer, Conclusion of Contract

2.1. Unless stated otherwise SKIDATA's offers are not binding and without engagement, and are made with the sole purpose of inviting the Principal to place an order. Thus, they are subject to changes, in particular price changes, technical changes, constructional changes and SKIDATA does not assume any responsibility for errors and typographical mistakes, if any. SKIDATA's relevant brochures and other advertising means constitute general descriptions without engagement and do not become part of the Contract. SKIDATA's written order confirmation shall be exclusively decisive for the determination of the actual scope of delivery / service and possible deviating conditions. In case of any differences between such order confirmation and the order placed, the order shall be deemed to be placed as stated in the order confirmation, unless the Principal objects to the order confirmation within eight (8) days upon receipt of the same.

2.2. Order acceptance by SKIDATA is effected by a written order confirmation or by effecting the respective delivery and/or rendering the ordered service.

2.3. Unless otherwise agreed upon in writing, the Principal shall be responsible for obtaining any permits from public authorities or third parties required for the conclusion or performance of the Contract. The Principal undertakes to inform SKIDATA immediately of any required permits and to indemnify and hold SKIDATA harmless in respect of any claims and proceedings. SKIDATA shall not be obliged to commence with the performance of the Contract for as long as the required permits are not yet granted and are in full force and effect.

3. Delivery and Term of Delivery

3.1. Terms of delivery and/or service shall be without engagement unless expressly agreed upon as binding in writing in the order confirmation or in the individual contract. In case of any changes or amendments to the order for whatever reasons after the time the order was placed, the term of delivery and/or performance shall be extended by an appropriate period of time. The Principal shall be obliged to accept delayed deliveries unless the transaction includes a written agreement for delivery by a fixed date.

3.2. Unless otherwise agreed upon, SKIDATA shall render the agreed services in a manner customary in the industry in SKIDATA's discretion and within SKIDATA's usual working hours. The Principal will be charged separately for any additional costs incurred for any performance by SKIDATA outside these usual working hours. SKIDATA shall be entitled, in its sole discretion, to choose the persons - including third parties - who are to effect performance.

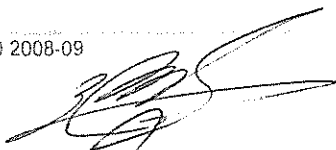
3.3. In case of shipping delivery shall be effected at the Principal's risk and expense unless otherwise agreed upon. Upon handing over the item to be delivered to the carrier, the risk shall be transferred to the Principal without exceptions. Special packaging shall be at the Principal's expense. Upon the Principal's request and at its expense, SKIDATA shall insure the delivery against breakage, loss in transit, fire and perishing. Duly ordered and delivered goods will basically not be taken back. If SKIDATA agreed to take back delivered goods in any exceptional case, the Principal shall receive a credit less a processing fee and any expenses incurred.

3.4. Any obligations to deliver and to perform as well as any terms of delivery and performance shall be suspended for as long as the Principal is in arrears with its payments or fails to perform any act necessary for the execution of the order.

3.5. SKIDATA shall be entitled to effect and separately invoice partial or advance performances and deliveries if so required by the development or production process.

3.6. In case of any delay in delivery caused by SKIDATA's gross negligence or wilful intent, the Principal shall be entitled to demand compensation amounting to 0.5 percent of the value of the delayed order for every full week of delay, however, not more than a total of 5 percent of the value of the delayed order. Any further claims shall be excluded. In case such delay in delivery is caused by mobilization, wars, riots, strikes, lock-outs or the occurrence of any unforeseeable events, force majeure or any network disturbances (including the internet), the term of delivery shall be extended by an appropriate period of time. For this purpose, it shall be irrelevant whether such circumstances occur at SKIDATA's or at any of its sub-contractors' or sub-suppliers' sites.

3.7. In case of any delay in acceptance by the Principal, the Principal shall be obliged to pay storage costs for the ordered goods, and SKIDATA reserves the right to assert further claims. Should the Principal refuse to accept the goods, SKIDATA shall also be entitled to demand and/or keep any agreed initial deposit, however, at least 15 percent of the purchase price as liquidated damages. This amount shall also be applied as minimum damages for non-performance.



3.8. The Principal shall be responsible for the fulfilment of the necessary technical preconditions for the delivery/service, and the Principal ensures that the technical equipment such as feed lines, cables, hardware, networks and the like are in an excellent condition and ready to operate and compatible with the deliveries/services to be effected by SKIDATA. SKIDATA shall be entitled but not obliged to inspect such equipment for a separate remuneration. The Principal must obtain at its own risk and expense any permits required for the use and the operation of any plant or equipment.

4. Prices

- 4.1. All prices are stated in euro, net of any applicable taxes, ex SKIDATA's warehouse unless otherwise agreed upon.
- 4.2. Unless stated otherwise the prices and conditions are without engagement and not binding for subsequent orders.
- 4.3. In case of continuous business relationships, orders shall be deemed to be placed at the prices valid at the time of the relevant order. SKIDATA shall be entitled to adjust its prices in case of any material changes of the basis of calculation or the costs, especially changes in wages, energy, materials, exchange rates, etc. occurring after placement of the order.
- 4.4. In case of any delay in payment or the initiation of insolvency proceedings or the refusal to initiate insolvency proceedings due to lack of assets, all discounts and rebates granted shall be void. Fixed prices must be expressly agreed upon in writing.
- 4.5. In case of repair orders, SKIDATA effects the work it considers necessary and expedient. Such work will be invoiced on a time and material basis. Unless otherwise agreed upon, SKIDATA shall not be obliged to obtain the Principal's approval before execution of the repair works. The Principal must in any case bear the costs for appraisal and the quotation.
- 4.6. If an order is placed without any prior offer, SKIDATA shall be entitled to invoice its usual prices and/or prices according to its price list.
- 4.7. In case of services invoiced in regular intervals, the price is subject to a value guarantee in accordance with the harmonised EU consumer price index and the month in which the applicable contract was concluded shall be the starting basis.

5. Payment

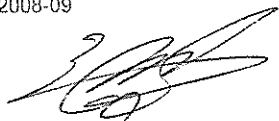
- 5.1. SKIDATA shall be entitled to 100% pre-payment before delivery.
- 5.2. Unless otherwise agreed-upon in writing all payments shall be due immediately upon receipt of invoice. All payments are to be made in full, without any deductions and in the agreed currency to SKIDATA's paying agent. If no currency was agreed upon, payments are to be made in euros (€). Payments agreed to be made in regular intervals are due on a monthly basis in advance, at the beginning of the month. Should the Contract commence or terminate on a date during a month, the payment shall be made on a pro rata basis. SKIDATA will only accept cheques or bills of exchange on account of payment and only if they are eligible for discount. The Principal is not entitled to any set-off or retention. Payment shall be deemed effected as soon as the amount was credited to SKIDATA's account and is at SKIDATA's free disposal.
- 5.3. In case of any delay in payment, SKIDATA shall be entitled to demand default interest amounting to 1 % per month. In addition, the Principal shall bear all costs for court and out-of-court collection measures such as dunning and collection charges and attorney's fees. In case of any delay in payment and irrespective of the stated reason for payment, payments will first be allocated to costs, then to interest, and then to the principal amount.
- 5.4. Should the Principal be in default in payment for more than two weeks, SKIDATA shall be - for the duration of such default and regardless of other claims - released from all other obligations to perform and/or to deliver and from any warranty obligations and from any and all other obligations and all claims resulting from the present and any other legal transactions shall fall due immediately and SKIDATA shall be entitled to collect any delivered items not yet fully paid. These measures do not release the Principal from its obligation to perform. These measures shall not be deemed to be a rescission or redhibitory action of the Contract by SKIDATA unless explicitly stated otherwise.

6. Software

- 6.1. If SKIDATA software, including Hosted Services, is included in the scope of delivery/service, such software may only be used within the agreed scope of delivery/service and only on systems fulfilling the system requirements in accordance with the description of the relevant software. The Principal must take all measures necessary in order to fulfil these system requirements at its own risk and expense.
- 6.2. Without SKIDATA's prior written consent, the Principal shall not be entitled to copy or modify the software, to make it available to third parties or to use it for any other than the agreed purposes, otherwise any claims, e.g. warranty claims or damages, shall be excluded. This shall in particular apply to the source code.
- 6.3. The Principal shall not be entitled to demand disclosure or modification of the source code.
- 6.4. The Principal undertakes not to change, copy, decode, decompile or transfer to other computers licensed programmes and related documentation.
- 6.5. In every respect, all software updates, patches, bug fixes, and upgrades shall be subject to the terms and conditions of use in accordance with SKIDATA's applicable Software Conditions and/or Service Conditions. A material breach of the Software Conditions and/or Service Conditions shall entitle SKIDATA to prohibit the use of the software.

7. Warranty

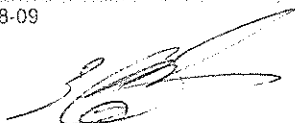
- 7.1. SKIDATA assumes warranty that the delivery/service will be executed in accordance with the Contract, and that the delivery/service will be free from any defects of quality or of title at the time of delivery.



- 7.2. The warranty period shall be 12 (twelve) months and shall commence at the time of delivery.
- 7.3. Movable items shall remain movable items, even if they are connected with immovable items, provided they can be separated again without damages to the substance regardless of any connecting pieces.
- 7.4. The Principal must give notice of any defects and of any lack of warranted characteristics immediately and in writing and with a detailed description of the defect, otherwise all claims shall forfeit. The same obligation to give notice of defects shall apply to hidden defects; in this case the obligation to give notice commences upon detection of the defect.
- 7.5. SKIDATA shall be entitled to effect any inspection it may deem necessary. For such inspections and any warranty repairs at the Principal's site, the Principal must make available to SKIDATA the required resources and employees free of charge. Should such inspection reveal that SKIDATA is not responsible for the defect, the Principal shall cover the costs of the inspection at a reasonable price.
- 7.6. SKIDATA fulfils its warranty obligation within a reasonable period of time under exclusion of further or other claims in its sole discretion exclusively by rectification or substitute delivery of the defective delivery/service or by granting a price reduction. The Principal shall be obliged to send the defective goods to SKIDATA at its own expense. Only after sending back the defective goods to SKIDATA shall the Principal be entitled to a new or substitute delivery. Replaced parts shall become the property of SKIDATA. If the transport of the defective goods to SKIDATA is impossible, rectification shall be effected against reimbursement of the additional costs occurring.
- 7.7. Defects which are not within the responsibility of SKIDATA shall be excluded from warranty. This shall especially apply to defects from materials or advance performances provided by the Principal. SKIDATA does not assume any warranty for hardware and software not produced by SKIDATA. Any defects resulting from normal wear and tear are excluded from warranty.
- 7.8. The warranty shall expire if:
- a) the Principal or any third party effects any repairs, changes or maintenance or other works to the delivered items without SKIDATA's written consent;
 - b) required maintenance works are not effected in time;
 - c) the Principal is in delay with its performance, especially in case of any delay in payment;
 - d) the Principal violates any conditions regarding the scope of use, e.g. as contained in the Software Conditions.
- 7.9. In addition, warranty shall be excluded in case of any damage as a result of third party acts, equipment (such as networks, feed lines, cables) not operating in a technically proper manner, of third party software, internet disturbances, software viruses, chemical influences, force majeure or any acts by the Principal or its staff or any acts by third parties.
- 7.10. Moreover, warranty is in any case excluded for any defects which are caused by changes of hardware or software delivered by SKIDATA or by changes of hardware or software which is related to such SKIDATA products, if such changes were made without SKIDATA's prior express consent. Such changes include for example, but not exclusively: The connection, the employment or installation of components not certified by SKIDATA such as not certified hardware or Consumable Products, the installation of updates available for software of a third party, the connection of hardware or other producers than SKIDATA, the installation of drivers associated to such hardware or the installation of software of third parties.
- 7.11. The Principal shall bear the burden of proof for all and any origins for its claims, in particular for the defect itself, its existence at the time of delivery, the time of detection of such defect and the timely execution of the notice of defect. Any assumption of defectiveness shall be excluded.

8. Liability

- 8.1. SKIDATA's liability shall be limited to direct damage due to gross negligence or wilful intent and only to diligence one usually employs in one's own affairs. Any liability for slight negligence shall be excluded. The Principal shall be obliged to provide evidence for SKIDATA's fault. SKIDATA's liability shall in any case be limited to the amount of the agreed total price of the order. If the basis for the liability is a continuing obligation, liability shall be limited to the amount of the remuneration to be paid, however, not more than the remuneration to be paid for the period of one year.
- 8.2. The Principal must inform SKIDATA immediately in writing of any damages detected, otherwise, the Principal shall not be entitled to assert any claims. Unless otherwise agreed in writing, claims for damages must be asserted in court within a period of six months, otherwise they shall forfeit.
- 8.3. Any liability for consequential damage, financial loss, loss of profit or for claims resulting from data losses, consultancy mistakes, participation in the preparational work or software defects shall be excluded. In case of any loss or defect of data carriers, SKIDATA shall not be liable for the replacement of lost data. SKIDATA shall not be liable for any defaults or infringements by the Principal resulting from the failure to observe conditions for admission by public authorities, infringement of third party licences or the non-observance of conditions for mounting, commissioning or operation.
- 8.4. Under no circumstances shall SKIDATA be liable for any damage resulting from the failure to duly and regularly executed data backups.
- 8.5. Moreover, SKIDATA shall not be liable for any damages which are caused by changes of hardware or software delivered by SKIDATA or by changes of hardware or software which is related to such SKIDATA products, if such changes were made without SKIDATA's prior express consent. Such changes include for example, but not exclusively: The connection, the employment or installation of components not certified by SKIDATA such as not certified hardware or Consumable Products, the installation of updates available for software of a third party, the connection of hardware or other producers than SKIDATA, the installation of drivers associated to such hardware or the installation of software of third parties.
- 8.6. Also, SKIDATA shall not be liable for any damages, that can be ascribed to criminal or otherwise illegal acts committed by third parties, such as for example piracy, the copying, reproduction, modification or other manipulation of hardware, software or any other products of SKIDATA or of products related to SKIDATA products.



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8.7. The Principal must immediately inform SKIDATA of any claims asserted or threatened to be asserted against SKIDATA by any third party due to any misuse of the deliveries/services by the Principal, and the Principal must use its best efforts to defend SKIDATA against such claims. In addition, the Principal shall be obliged to compensate SKIDATA for any damage resulting from the assertion of such claims.

9. Retention of Title, Right of Retention, Insurance

9.1. SKIDATA reserves the right to retain title to all deliveries and services until full payment of all receivables resulting from the business relationship with the Principal, including interest and costs, if any. In case of financing by bill of exchange / cheque, the retention of title shall remain valid until full clearance. In case of any connection of the goods with immovable items, only the title to the corresponding connecting piece (such as base plates) shall be transferred to the Principal, the remainder of the goods remain movable property. Until full payment of all deliveries and services, the Principal shall only be entitled to re-sell or process the deliveries and services and/or to combine them with other goods upon SKIDATA's consent. In case of any re-sale, the Principal already now assigns to SKIDATA any claims to third parties in an amount corresponding to the amount of SKIDATA's invoice, and SKIDATA expressly accepts such assignment. In case of any disposal by third parties, the Principal shall be obliged to disclose the retention of title and to inform SKIDATA immediately. Any pledge or transfer by way of security of the goods subject to retention of title shall be inadmissible.

9.2. In order to secure its receivables due from the Principal, SKIDATA shall be entitled to retain goods and services until settlement of all receivables from the present and other legal transactions, such as for example delivery of hardware components or consumable products, performance of consulting services or performance of maintenance under the respective agreements.

9.3. To the extent deliveries and services are the subject matter of a continuing obligation or in case a period exceeding 2 (two) months between delivery and payment is agreed upon, the Principal shall be obliged to obtain insurance adequate for the value of the delivery / service.

10. Data Protection

10.1. SKIDATA shall be entitled to collect, process, forward and use the Principal's personal data to the extent necessary for the establishment and fulfilment of the Contract as well as for invoicing and Principal service purposes. SKIDATA shall also be entitled to transfer such data to affiliated companies or third parties commissioned to process data for SKIDATA to the extent such transfer is necessary to enable SKIDATA to perform.

10.2. When using SKIDATA's deliveries and services, the Principal shall be obliged to adhere to any and all applicable legal provisions for data protection. The Principal shall be solely responsible for any notices to be given to public authorities (e. g. data protection committee).

10.3. These obligations shall remain valid for a period of 5 (five) years after termination of the contractual relationship between SKIDATA and the Principal, unless mandatory legal provisions require a longer or an indefinite period of time.

10.4. These provisions shall not affect any Non-Disclosure Agreement between SKIDATA and the Principal.

11. Industrial Property Rights and Copyrights, Confidentiality

11.1. SKIDATA is the owner of industrial property rights, copyrights and/or know-how concerning the subject matter of the Contract, if any. The Principal must treat confidentially and keep secret any information received in connection with the subject matter of the Contract or any development work. Production documents, specifications, samples, models, drawings, printing plates, photographs, and other materials shall remain the tangible and intellectual property of SKIDATA. Any confidential information may only be used for the execution of the agreed order and must not be disclosed or transferred to external third parties.

11.2. Unless otherwise agreed upon, SKIDATA and/or its licensors shall be entitled to all rights to the agreed deliveries/services resulting from patent rights, trademark rights, protection by registration of a design, copyrights or other intangible property rights or otherwise from the creation of the service provided to the Principal.

11.3. Unless otherwise agreed upon in writing, the Principal shall only obtain the exclusive, non-transferable right to use such deliveries subject to compliance with the contractual specifications at the agreed place and for the agreed purpose in accordance with the acquired licences after full payment of the agreed price. The Principal does not acquire any rights exceeding the scope of use stipulated in the relevant contract concluded with SKIDATA.

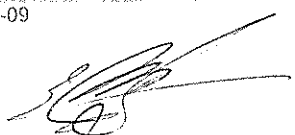
11.4. All other rights are reserved by SKIDATA and/or its licensors. The prior written consent by SKIDATA and/or any other authorised licensors, if any, shall be required for any act by the Principal beyond the agreed scope of use, for example any copying or changes.

11.5. The Principal undertakes to use the subject matter of the Contract in accordance with the Contract and to indemnify SKIDATA and hold SKIDATA harmless in respect of any claims and proceedings.

12. Rescission of Contract

12.1. Irrespective of any other rights to terminate the Contract, SKIDATA and the Principal shall be entitled to rescind the Contract without setting any period of time, if insolvency proceedings are instituted against the assets of the other party or an application for the institution of insolvency proceedings was rejected for lack of assets.

12.2. In case of any material breach of contract by either party, the respective other party must request the defaulting party in writing to remedy the breach within a period of 30 (thirty) days, whereby the breach of contract must be specifically described, and if the defaulting party fails to remedy such material breach within the time of 30 (thirty) days, the other party shall be entitled to terminate the present Contract with immediate effect in writing (including fax or email). From SKIDATA's perspective such material breach shall for example be fulfilled, if a delivery/service cannot be performed due to reasons attributable to the Principal or if the Principal does not comply with any legal or contractual obli-



gation vis-à-vis SKIDATA it may have. The Principal may consider a material breach by SKIDATA for example if SKIDATA materially violates its obligation to effect delivery/service in time.

12.3. In case of any material change of the distribution of ownership and/or of control of the Principal, SKIDATA shall be entitled to terminate this contract upon 3 (three) months' notice, such termination to be declared within 3 months from the day it receives knowledge of such change. In any case, such material change shall be fulfilled if at least 50 percent of the ownership, of the shares or of the rights to vote are transferred to one or more new or existent owners, shareholders or beneficiaries. In any case, the whole or partial transmission of this contract to a third party requires SKIDATA's consent.

12.4. In case the contract is rightfully terminated by SKIDATA, the Principal must compensate SKIDATA for any disadvantages and for the loss of profit suffered. Subject to any other claims, SKIDATA may invoice deliveries and services already effected (partial performance) and which cannot be reversed.

13. Interventions by Third Parties

13.1. Any intervention by third parties in the hardware and/or software the Principal acquired from SKIDATA is prohibited unless SKIDATA gave its written consent to a specific intervention.

13.2. Irrespective of any other provisions, SKIDATA is in any case entitled to terminate without notice all and any continuing obligations affected by such intervention. The Principal must effect any due payments for such continuing obligations; payments already made will not be repaid.

13.3. Irrespective of its right to terminate the contracts, SKIDATA shall alternatively be entitled not to terminate such contracts and to perform any work necessary in order to reinstate the software and/or hardware to its original state and to remedy all consequences arisen due to such intervention. The Principal will be invoiced for any costs arising therefrom such as costs for materials and travel expenses as well as working hours on a time and material basis. Travel times shall be deemed to be working hours.

13.4. In case of any unauthorised interventions by third parties in the hardware and/or software provided by SKIDATA, all warranty claims in respect of all and any directly or indirectly affected components shall forfeit.

13.5. In no event shall SKIDATA assume any liability for any damage resulting from any unauthorized intervention by third parties in the hardware and/or software provided by SKIDATA.

14. Export

The Principal is only allowed to export SKIDATA's products, if it observes all relevant export provisions.

15. Assignment

SKIDATA shall be entitled to assign in whole or in part any receivables and rights resulting from the contractual relationship to third parties without the Principal's written consent.

16. Consent to Marketing and Advertising Activities

16.1. The Principal agrees that SKIDATA may state the Principal's name and address as well as some general key points of joint projects as a reference for public relation purposes, such as advertising, marketing and competition purposes. For this purpose, the Principal will provide SKIDATA with a company logo in the required graphic format and file format, and the Principal will grant SKIDATA a corresponding licence to use such logo (i. e. to print it or to use it on websites).

16.2. In addition, the Principal shall enable SKIDATA to take pictures of the Principal's outside facilities as well as of the products provided by SKIDATA in the environment in which they are used and to use such pictures for the above-stated advertising, competition and marketing purposes, and the Principal shall grant SKIDATA all necessary rights thereto.

16.3. Any confidentiality agreements shall not be affected by these provisions.

17. Place of Performance, Choice of Law, Place of Venue

17.1. Unless otherwise agreed upon, the place of performance for both parties shall be at the seat of SKIDATA.

17.2. Austrian law shall apply, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any and all reference of law provisions. The court at SKIDATA's seat having subject matter jurisdiction shall be exclusively competent for all disputes arising out of or in connection with the agreements made. However, SKIDATA shall be entitled at its sole discretion to file an action resulting from the Contract with the court with subject matter and local jurisdiction competent for the Principal's seat of business or residence or otherwise competent for the Principal's assets.

18. Severability Clause

Should any provision contained in these General Conditions or any other conditions of the Contract subject to these conditions be or become ineffective or unlawful, this shall not affect the validity of the remaining provisions. The parties to the Contract must replace any ineffective or unlawful provision by a provision usual in the industry which comes as close as possible to the parties' economic intent.

Hardware Conditions

These Hardware Conditions shall apply in addition to SKIDATA's General Conditions. In case of any conflict between these Hardware Conditions and the General Conditions, these Hardware Conditions shall prevail.

1. Subject Matter of the Contract

The Principal shall purchase from SKIDATA and SKIDATA shall sell to the Principal a hardware system in accordance with the description, features and composition described in the annex to this Contract.

2. Prices

The amount of the purchase price is stipulated in the annex including the offer.

3. Delivery and Term of Delivery

The dates for deliveries, services and commissioning, if any, are stipulated in the time schedule contained in the annex. SKIDATA shall be entitled to effect partial deliveries at an earlier date. In order to comply with the agreed upon dates the Principal must appoint a person responsible for the project and inform SKIDATA of such person's name and the planned project steps must be effected in accordance with the time schedule. Only then can the agreed dates be met.

4. Preconditions for Commissioning

The Principal shall, at its own risk and expense, make sure that any and all preconditions for commissioning and mounting of the purchased item are met to the extent such performance is not included in the subject matter of the Contract. Such preconditions include but are not limited to: foundation works including mounting tools to be provided, pipe and cable works between the individual devices in accordance with the SKIDATA's specifications, set-up of power supply and mounting of the devices at the designated places, set-up and maintenance of power and voltage supply in accordance with applicable standards and of a broadband internet connection.

5. Commissioning

SKIDATA shall ensure that the subject matter of the Contract is commissioned at the agreed date(s), provided that the Principal adheres to the dates for the fulfilment of the preconditions of commissioning and mounting and effects all agreed partial payments in full and in due time. Commissioning of the subject matter of the Contract by SKIDATA on behalf of the Principal or in any case the putting into operation of the subject matter of the Contract for the intended purpose by the Principal (commercial use) shall be deemed to be the factual and formal delivery / acceptance of SKIDATA's delivery and service. Immaterial defects do not entitle the Principal to refuse acceptance. SKIDATA's warranty obligations, if any, shall remain unaffected thereby.

6. Training

If Training is agreed upon by the Parties, SKIDATA shall effect training session(s) for the Principal's employees as to operation, troubleshooting and maintenance of the subject matter of the Contract in the manner and scope as described in the annex.

7. SPECIAL PROVISIONS: WARRANTY

The warranty period shall be 12 (twelve) months for new hardware and 6 (six) months for used hardware and shall commence at the time of delivery. The Principal must give notice of any defects including the lack of warranted characteristics immediately and in writing.

8. SPECIAL PROVISIONS: LIABILITY

Subject to attributable personal injury and any damage in accordance with the Product Liability Act (in German: Produkthaftungsgesetz) for whatever legal reason, SKIDATA shall only be liable for any damage caused by SKIDATA's gross negligence or wilful intent up to the amount of the net purchase price of the subject matter of the Contract, however, not more than EUR 100,000.00 (in words: one hundred thousand euros).

9. Third Party Products

To the extent the Principal wishes to obtain - in addition to SKIDATA's deliveries and services - compatible products or services and accessories made by other manufacturers and use them instead of the products or services originally proposed by SKIDATA, the Principal shall be solely responsible for checking and selecting such third party products. In such cases, SKIDATA does not assume any liability whatsoever, in particular no liability for defects in quality and/or the technical suitability of such products.



Software Conditions

These Software Conditions shall apply in addition to SKIDATA's General Conditions. In case of any conflict between these Software Conditions and the General Conditions, these Software Conditions shall prevail.

1. Subject Matter of the Contract

1.1. The subject matter of this Contract is the granting of licenses for the software described in more detail in the annex, in the version which is the latest version as of the time of delivery (hereinafter referred to as "Software") in accordance with the terms of use contained in this Contract.

1.2. The delivery of modules not described in the annex or of add-ons, updates, patches, bug fixes or upgrades as well as training sessions, individual further developments of the SKIDATA Software, adjustment of applications, installation or configuration of the Software or data backups are not included in this Contract.

1.3. The Software is made available to the Principal at SKIDATA's option either on physical data carriers (such as CD-ROM, DVD, etc.), online, or - in case the related hardware is purchased at the same time - by pre-installation on such hardware. The source code shall not be included in the subject matter of the Contract.

1.4. The Principal intends to purchase the Software in order to use it on its own systems and in order to operate this SKIDATA Software from time to time together with other software components purchased from third parties in accordance with the relevant terms of the license.

1.5. To the extent terms of license for software from third party manufacturers are included in this Contract, these terms shall become part of the Contract and the Principal must observe them in connection with the respective third party software. This shall also apply to terms of license included in the Software in electronic form (e. g. in the course of installation).

2. Prices

2.1. SKIDATA shall be entitled to receive from the Principal a non-recurring or a recurring license fee for the granting of the license. The amount of payment for such license fee is stipulated in the annex. Unless otherwise agreed upon in writing recurring license fee shall mean annual fee payable for one year in advance.

2.2. Recurring license fees are due upon the effective date of this Contract and subsequently each year in advance unless agreed otherwise. SKIDATA is entitled to reasonably adjust recurring license fees annually. Any reimbursement of already paid license fees or any adjustment of due license fees in case of termination is excluded.

3. Scope of Use

3.1. Upon full payment of the license fee and for the term of this Contract, the Principal shall acquire the non-exclusive right to install, load and use the Software in accordance with the Contract for the purposes of its company at the location and to the extent as stipulated in this Contract.

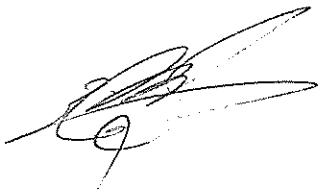
3.2. The Principal shall only be entitled to use the Software within its company. Any transmission (either for a remuneration or free of charge) (in particular by way of sub-licensing or leasing) of the Software to third parties or otherwise permitting the use of the Software by third parties shall be prohibited unless SKIDATA gave its express consent by way of a separate written agreement.

3.3. The Software is exclusively designed to be used on systems fulfilling the system requirements, including hardware and software requirements described in the annex. The Principal is aware of the fact that any modification or amendment of the Software e. g. by updates, additional modules or add-ons at a later time can be subject to changed system requirements. As a general rule, such a change to the system requirements is necessary as an adjustment to advancing technological developments in order to keep the Software up to date. Should the Principal wish to effect such modifications or amendments in accordance with the terms of a separate agreement (e. g. a Service Agreement including the Module Software Maintenance), the Principal shall be responsible for the fulfillment of the necessary system requirements. Should the Principal fail to do so, SKIDATA does not assume any guarantee for the functionality of the software. All of the above shall also apply to all updates or changes of third party programs which could have an impact on the SKIDATA Software (such as operating systems, internet browser, office programs, etc.), if such updates or changes were not expressly released by SKIDATA.

3.4. Any extended use by the Principal exceeding the agreed scope of use shall be prohibited unless SKIDATA gave its written consent. The Principal must contact SKIDATA if it wishes to extend the scope of use.

3.5. The Principal shall only be allowed to change or adapt the Software in cases expressly stipulated in this Contract or in the cases provided for by mandatory law. In this regard, the Principal must inform SKIDATA immediately and in writing of any existing need to change or adapt the Software and undertakes to commission SKIDATA to effect such changes and adaptations at SKIDATA's usual prices. If SKIDATA fails to accept this order within a period of one month, the Principal shall be entitled to effect the changes or adaptations itself.

3.6. The Principal shall be prohibited from effecting any retranslation of the object code into the source code and/or any reverse engineering and de-compilation, except in cases provided for by mandatory law. In addition, the Principal shall be prohibited to access or intervene with data bases which the Software accesses (including read access and write access) unless the Software provides for such access of or intervention with these data bases (e. g. via interfaces of the Software).



3.7. The Principal shall only be entitled to make copies of the Software to the extent such copies are necessary for the use of the Software in accordance with the Contract. The Principal shall be entitled to make backup copies of the Software, however, there may never be more than two data carriers containing the Software in the possession of the Principal or of any third party commissioned by the Principal. Backup copies must be clearly marked as such and may not be used for any other purpose.

3.8. To the extent the Principal is allowed to exchange hardware, it undertakes to fully and irretrievably remove the Software from the equipment and provide evidence for such removal.

3.9. The Principal undertakes not to remove or manipulate SKIDATA's copyright notices and verification marks on the Software copies.

4. Third Party Software

Should the Principal acquire and/or use third party software which is directly or indirectly connected with the SKIDATA Software, e. g. by conjunction or connection, the Principal shall be obliged to confirm to SKIDATA in writing the legal use (especially license) of such software whereby the software must be specified.

5. Term of Contract

5.1. The license to use the Software shall commence at the date of effectiveness of this Contract and delivery of the Software to the Principal and shall remain in force for an indefinite period of time.

5.2. If the price is to be paid on a recurring basis (e. g. monthly), each of the parties shall be entitled to terminate the present Contract upon 6 (six) months' notice in writing as of the end of the contractual year.

5.3. In case of any material breach of contract by either party, the respective other party must request the defaulting party in writing to remedy the breach within a period of 30 (thirty) days, whereby the breach of contract must be specifically described, and if the defaulting party fails to remedy such material breach, the other party shall be entitled to terminate the present Contract with immediate effect in writing (including fax or email).

5.4. If the Principal terminates this Contract or if SKIDATA rightfully terminates this Contract for good cause, the Principal shall not be entitled to demand a repayment or reduction of the price to be paid.

5.5. Upon termination of this Contract, the Principal shall not be entitled to use the Software anymore and the Principal shall be obliged to deliver the Software to SKIDATA at its own expense and to delete it from all computers with permanent and final effect. To the extent a delivery to SKIDATA is impossible, the Principal shall be obliged to irretrievably destroy the Software and provide evidence for such destruction. Backup copies must be deleted completely as well.

6. Examination and Notice of Non-Conformity

6.1. The Principal agrees to check the Software for completeness and operativeness within 30 (thirty) days upon delivery.

6.2. Should the Principal detect any defects in the course of such inspection or otherwise, the Principal shall be obliged to notify SKIDATA of the defect in writing immediately, however, not later than 14 (fourteen) days after detection of the defect; such notification of defect must include a detailed specification of the defects in order to enable SKIDATA to reconstruct and verify such defect. Should the Principal fail to do so, it shall not be entitled to assert any claims.

7. SPECIAL PROVISIONS: WARRANTY

7.1. SKIDATA guarantees that the Software has the functionalities and features described in the annex, provided that the system requirements are fulfilled. The warranty period shall be 6 (six) months and shall commence upon the time of delivery. The Principal must give notice of any defects of the Software including the lack of warranted characteristics immediately and in writing in accordance with 6.2.

7.2. The Principal is aware of the fact that it is technically impossible to produce Software that is absolutely free of any defect and minor defects not impairing the material functions of the Software need not to be corrected if the expenses required therefore are unreasonable from an economic point of view.

7.3. SKIDATA fulfils its warranty obligation within a reasonable period of time excluding further or other claims in its sole discretion exclusively by rectification or substitute delivery of the defective Software free of charge or by granting a price reduction. For such warranty repairs at the Principal's, the Principal must make available to SKIDATA the required resources and employees free of charge.

7.4. Defects which are not within the responsibility of SKIDATA shall be excluded from warranty. This shall especially apply to defects from materials or software provided by the Principal. The warranty shall lapse if the Principal or any third party effects any changes to the Software not provided for by the Software itself without SKIDATA's written consent. The Principal shall only be entitled to make warranty claims after full payment of the agreed price. In addition, any warranty shall be excluded in case of damage caused by third party acts, atmospheric discharge, instable networks and chemical influences or force majeure.



Service Conditions

These Service Conditions shall apply in addition to SKIDATA's General Conditions. In case of any conflict between these Service Conditions and the General Conditions, these Service Conditions shall prevail.

1. Subject Matter of the Contract

1.1. The Principal uses products made by SKIDATA (hardware and/or software) which the Principal acquires and/or acquired in accordance with separate provisions. SKIDATA renders services for such products in the scope determined by the Principal and in accordance with these Service Conditions and in accordance with other agreements contained in this Contract.

1.2. SKIDATA shall render the services covered by these Service Conditions only for the SKIDATA products stated in the Contract and not for any third party products, unless otherwise expressly agreed upon. If the Principal purchases other products from SKIDATA, such other products shall only be included in the services to the extent such inclusion is expressly agreed upon and included in the contract.

1.3. In case of any conflicts between individual parts of this Contract such as offer, annexes etc. concerning the selection of the individual service modules, their extent, and the required specifications of these Service Conditions, then an offer, individually prepared by SKIDATA and which particularly contains the prices to be paid for the services, shall have priority over any other agreements and specifications.

2. Place of Performance of Services

2.1. SKIDATA shall render its services as required and in accordance with these Service Conditions on site or by remote maintenance. However, this shall in no event affect the Place of Performance stipulated in the General Conditions.

2.2. Services on site shall be rendered at the address stated in this Contract (place of operation). In case of any changes of the place of operation without SKIDATA's express consent, SKIDATA shall be released from the performance obligation, however, the Principal's obligation to pay shall continue to exist.

2.3. In case of any change of the place of operation, SKIDATA reserves the right to adjust the service fee to a reasonable extent, taking into account, among other things, the new travel distances. Alternatively SKIDATA shall be entitled to terminate this Service Agreement with immediate effect.

3. Prices

3.1. The Principal shall pay SKIDATA a non-recurring or a recurring service fee as agreed-upon for the services to be rendered in accordance with these Service Conditions. In case of doubt an annual service fee payable for one year in advance shall be assumed. The amount and the composition of the service fee result from the contractual agreements, especially from the individual offer prepared by SKIDATA.

3.2. SKIDATA shall be entitled to reasonably adjust the service fee once a year.

3.3. Any rights of set-off shall be excluded, and the service fee will not be reimbursed in part or in full in case of termination.

3.4. If the Principal acquires additional SKIDATA products to be included in the services, these products shall be included in the service fee on a pro rata basis, and SKIDATA will invoice the difference immediately after the purchase of the SKIDATA products.

3.5. If the Principal wishes to obtain additional services exceeding the scope of the agreed services or services which are to be invoiced separately in accordance with these Service Conditions, these additional services shall not be covered by the service fee, and SKIDATA will invoice these additional services on a time and material basis in accordance with the applicable prices.

4. Principal's Obligation to Cooperate

4.1. The Principal undertakes

- a) to use its best efforts to support SKIDATA and fulfil the technical requirements necessary to enable SKIDATA to render the requested services; in particular by giving SKIDATA any necessary and requested information and enabling SKIDATA to access any networks, data bases, programmes, devices and services by third parties to the extent they could be useful for the correction of errors;
- b) to make available - to the extent necessary - employees who can be of assistance for the services or whom SKIDATA expressly requests. Such employees are to support SKIDATA accordingly;
- c) to establish contact with third parties to the extent necessary for the rendering of the services or to the extent as expressly requested by SKIDATA and to effect the necessary communication or support SKIDATA in making the necessary communication;
- d) to duly and regularly effect the data backups to the extent possible and designated; this obligation refers to a general data backup in the extent usual in the industry as well as to a specific backup of data located on computers or servers before services are rendered, for example before updates are performed;
- e) subject to these Service Conditions, to effect maintenance, service, and cleaning of the equipment including the exchange of spare parts, wear and tear parts, and mechanical components; such works are to be effected in accordance with the specifications given by SKIDATA as well as in accordance with training information, manuals, maintenance instructions or similar information, if any, on a regular basis as a precaution measure;



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- f) to establish and maintain at its own expense the system requirements necessary for the services and/or the required working environment. To the extent the Principal refuses to accept services rendered by SKIDATA for software or hardware, the Principal loses any warranty claims in relation to the respective SKIDATA products.

4.2. These obligations to cooperate shall apply in addition to the Principal's obligations to cooperate to be fulfilled in connection with the individual services, if any.

5. Term of Contract

5.1. Unless otherwise agreed upon the present Contract shall be concluded for a period of 3 (three) years upon coming into force. It shall be renewed by additional periods of one year each unless either party terminates the Contract in writing observing a notice period of 6 (six) months as of the end of the contractual year.

5.2. In case of any material breach of contract by either party, the respective other party must request the defaulting party in writing to remedy the breach within a period of 30 (thirty) days, whereby the breach of contract must be specifically described, and if the defaulting party fails to remedy such material breach, the other party shall be entitled to terminate the present Contract with immediate effect in writing (including fax or email).

5.3. If SKIDATA terminates the Contract due to a breach of contract by the Principal or due to a change of the place of operation, SKIDATA shall not be obliged to repay to the Principal any payments already made or to grant the Principal a discount concerning any payments due.

5.4. Upon termination of this Contract, the Principal shall not be entitled to obtain services of any kind.

6. Change of Control of the Principal

6.1. In case of any material change of the distribution of ownership and/or of control of the Principal, SKIDATA shall be entitled to terminate this contract upon 3 (three) months' notice, such termination to be declared within 3 months from the day it receives knowledge of such change. In any case, such material change shall be fulfilled if at least 50 percent of the ownership, of the shares or of the rights to vote are transferred to one or more new or existent owners, shareholders or beneficiaries. In any case, the whole or partial transmission of this contract to a third party requires SKIDATA's consent.

6.2. In case SKIDATA declares termination of the contract according to paragraph 6.1, paragraphs 5.3 and 5.4 shall apply correspondingly.

7. SPECIAL CONDITIONS: OWNERSHIP

If the Principal or its employees or SKIDATA or its employees exchange spare parts or other parts in accordance with these Service Conditions, the removed parts shall become SKIDATA's property upon removal. The newly built-in parts shall become the property of the owner of the equipment into which they are built in as of the time of installation.

8. SPECIAL CONDITIONS: LIABILITY

Subject to attributable personal injury and any damage in accordance with the Product Liability Act or the Product Protection Act for whatever legal reason, SKIDATA shall only be liable for any damage caused by SKIDATA's gross negligence or wilful intent up to the amount of one annual service fee, however, not more than EUR 100,000.00 (in words: one hundred thousand euros).

9. Individual Services

9.1. Individual services are services not covered by the services detailed in these Service Conditions and which are individually agreed upon between SKIDATA and the Principal in this Contract or otherwise in writing.

9.2. SKIDATA's General Conditions shall be applicable in any case, the Service Conditions contained herein must be applied analogously.

Service Modules

The following conditions shall apply, corresponding to the chosen individual service options, e.g. in the annex or in the offer.

10. Hardware Maintenance

10.1. Hardware maintenance is a preventive maintenance and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation.

10.2. SKIDATA shall render the services included in Hardware Maintenance exclusively for the equipment specified in this Contract and at the location stated in the Contract.

10.3. Hardware maintenance shall be effected as agreed in this Contract once or several times per year within the stated periods of time. The Principal and SKIDATA shall agree on the specific date for each hardware maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.

10.4. The Principal shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon.

10.5. If the hardware inspection shows that parts of the hardware must be exchanged, especially wear and tear parts (such as rollers, pressure rollers, and drive belts), spare parts or other parts, such exchange shall be effected immediately by SKIDATA's employees to the extent such requirements could be foreseen and SKIDATA's employees brought

such parts with them. Subject to and in consideration of any agreement concerning spare parts management, SKIDATA shall invoice the exchanged parts in accordance with the price list valid at the time.

10.6. In particular the following activities are not included in the scope of the preventive hardware maintenance:

- a) remedy of errors and malfunctions caused by force majeure;
- b) remedy of errors and malfunctions caused by any intervention by the Principal, its employees or any third party;
- c) delivery and replacement of consumable products;
- d) remedy of errors and malfunctions caused by the Principal's failure to fulfil its obligations, in particular its obligation to cooperate.

10.7. These hardware maintenance conditions and the fees to be paid therefor do not include services rendered for troubleshooting purposes.

11. Spare Parts Management

11.1. Scope of Service

11.1.1. SKIDATA undertakes to supply and exchange the spare parts for the components contained in the annexed equipment list and installed at the location stated in this Contract and to effect repair works for electric and mechanical components at SKIDATA's seat.

11.1.2. The service module Spare Parts Management can only be agreed upon together with the service module Hardware Maintenance.

11.1.3. For the purpose of these Service Conditions, spare parts are the components contained in SKIDATA's spare parts catalogue. The Principal shall be entitled to receive the latest version of this spare parts catalogue upon request or in the manner stipulated in this Contract. Consumable products such as ink ribbons or tickets as well as casing parts destroyed by mechanical damage, PCs and related components, palettes, bases and star-type reel stands shall not be covered by these Service Conditions.

11.1.4. Unless otherwise agreed upon SKIDATA reserves the right to demand a retention for certain spare parts. The Principal shall be informed of the parts for which such retention is demanded and its amount in the spare parts catalogue valid at the time or in another manner as specified in this Contract.

11.1.5. The spare parts provided by SKIDATA under these Service Conditions must be operative to such extent as is required to fulfil the tasks of the part to be replaced. Such spare parts can either be new or overhauled. However, the Principal shall not be entitled to demand the delivery of brand-new parts.

11.1.6. SKIDATA shall supply spare parts to the Principal for as long as the required spare parts / components are available on the market. If certain spare parts are not available any more, SKIDATA will adjust the service fee to be paid accordingly. The Principal shall be entitled to terminate the option Spare Parts Management in writing within 14 (fourteen) days upon announcement of such adjustment. Such termination shall take effect 14 (fourteen) days after SKIDATA was informed of the termination. All other services shall remain unaffected by such termination. SKIDATA will adjust the service fee accordingly.

11.1.7. The service fee to be paid includes - taking into consideration the parts excluded by these Service Conditions - the costs for all spare parts unless a pro rata deductible is stipulated in this Contract.

11.1.8. The supply of spare parts in accordance with these Service Conditions shall be excluded if:

- a) the defective and/or not fully functional parts were damaged due to negligent or wilful acts by the Principal or its employees or due to such acts committed by a third party;
- b) the defect or the impaired functionality of parts is due to improper maintenance, repair, and cleaning of the equipment or to an improper exchange of spare parts by the Principal or its employees;
- c) parts have to be exchanged due to new legal or technical standards or recommendations;
- d) the Principal violates other obligations to cooperate in accordance with these Service Conditions and the General Conditions.

11.1.9. If a specific spare part is exchanged or ordered and such exchange or order is not covered by or violates these Service Conditions, SKIDATA shall invoice the Principal for any costs incurred.

11.2. Exchange Modalities

11.2.1. SKIDATA will render the services if a malfunction occurs during proper use of the equipment.

11.2.2. In order to receive the relevant spare parts after occurrence of a malfunction, the Principal must send the defective components in adequate packaging and at its own risk and expense to SKIDATA, to the return address stipulated for this purpose in this Contract. A description of the malfunction must be included. SKIDATA will use its best efforts to repair the components and send them back to the Principal within 14 (fourteen) days upon receipt. In case a repair of the components is not possible, SKIDATA will send another spare part to the Principal within a reasonable period of time.

11.2.3. Unless otherwise agreed upon the spare parts will be installed by the Principal or its employees at the Principal's risk and expense.

11.3. Replacement in Advance

11.3.1. These provisions shall apply in addition to the previous provisions concerning the exchange modalities. In case of any conflict between these provisions and the previous provisions, these provisions shall prevail.

11.3.2. If Spare Parts Management is agreed upon with the option Replacement in Advance, the spare parts will be shipped upon a written order via fax, email or letter before the receipt of the de-installed part.

11.3.3. The ordered spare parts will be shipped within 3 (three) workdays after receipt of the order if they are in stock, otherwise they will be shipped within a reasonable period of time. SKIDATA's usual business hours shall be decisive for the point in time the order shall be deemed as received.

11.3.4. Within a period of 10 (ten) days upon receipt of the spare parts, the spare parts delivered to the Principal must be exchanged, and the de-installed spare parts (or, if the exchange is not effected, the unused spare parts) must be sent

back to SKIDATA at the Principal's risk and expense with an accompanying description of the malfunction. If the Principal fails to send back the parts or if the Principal does not send back the parts in time, SKIDATA will invoice the Principal for the spare parts in accordance with the current price list. In such case, SKIDATA's conditions for the purchase of hardware shall apply.

11.4. Shipment and Packaging

11.4.1. Spare parts will be shipped and parts will be sent back via mail at the expense of the person effecting the shipment. If SKIDATA employees effect the installation of the spare parts due to a different agreement such as the module Hardware Maintenance, SKIDATA shall be free to deliver the spare parts in connection with such installation.

11.4.2. Upon the Principal's written request and in urgent cases, spare parts can also be shipped via rail express or courier service. Any additional costs incurring thereby shall be borne by the Principal.

11.4.3. The shipment of spare parts by SKIDATA and the return shipment of exchanged or unused parts by the Principal shall be effected in original packaging or at least in adequate packaging. In particular, the packaging must be tear-proof and shockproof, and anti-static bags and/or hard foam pieces must be used. Shipping notes and a detailed description of the malfunctions incurred must be included.

12. Software Maintenance

12.1. Updates

12.1.1. Within the scope of Software Maintenance, the Principal shall receive from SKIDATA current updates for the SKIDATA software included in the scope of services to the extent such updates are generated by SKIDATA. For the purposes of these provisions, updates (service packs) shall include minor changes to existing software with the purpose of removing software bugs and making small improvements. Any and all updates provided to the Principal shall be subject to the same software and licence conditions applicable to the original software in the respective current version.

12.1.2. The installation as well as any other services within the scope of Software Maintenance, if any, shall be rendered by employees of SKIDATA on site. The Principal shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon. The Principal and SKIDATA shall agree on the specific date for the provision of services within the scope of Software Maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.

12.1.3. Updates will be prepared by SKIDATA on the basis of legal or technical requirements and in its sole discretion. The Principal shall not be entitled to demand that SKIDATA prepares and publishes any updates. SKIDATA reserves the right to freely choose the contents and release time of updates.

12.1.4. SKIDATA reserves the right to determine in which environment the updates are to be used and to change the system requirements for updates including hardware and software requirements. As a general rule, changes to the system requirements and/or to the environment of the updates are necessary as an adjustment to advancing technological developments in order to keep the SKIDATA software up-to-date. The Principal shall be liable for the implementation of any system requirements which are necessary for the installation and use of updates. Should the Principal fail to fulfil these requirements, SKIDATA does not assume any warranty for the functionality of the software.

12.1.5. As of the time of discontinuation of a certain product, updates for such software shall no longer be prepared and published. SKIDATA will inform the Principal thereof within a reasonable period of time and the service fee will be adjusted accordingly, taking into consideration the scope of the updates which is no longer provided. However, such adjustment shall not be effected if the Parties agreed on the provision of upgrades according to paragraph 12.3. Any termination of the concluded Software Maintenance Extended or any other parts of this service agreement for the reason of discontinuation of updates as well as any refund of already rendered payments shall be excluded in any case.

12.2. Software Maintenance Extended

12.2.1. Within the scope of the module Software Maintenance Extended, adjustments and changes on the basis of a list of changes to be submitted by the Principal in writing are made on the basis of an existing configuration of the programs covered by Software Maintenance at least once a year within the time periods stipulated in this Contract. This list of changes, stating in detail the desired changes and adjustments, must be submitted to SKIDATA a reasonable period of time before the date SKIDATA is to render its services. The extent of such changes and adjustments is in any case limited by the maximum number of working hours stated in this Contract for each time the module Software Maintenance Extended is effected. Changes and adjustments within the scope of the module Software Maintenance Extended shall only cover existing configurations; the compilation of new configurations shall not be included.

12.2.2. The module Software Maintenance Extended may only be selected in connection with updates (paragraph 12.1). The respective provisions shall apply correspondingly.

12.3. Upgrades

12.3.1. Within the scope of these provisions, the Principal shall receive from SKIDATA current upgrades for the SKIDATA software included in the scope of services to the extent such upgrades are generated by SKIDATA. For the purposes of these provisions, upgrades shall mean newer versions of existing software which contain an extension of such software and are marked by a new version number (respectively release number or HSH number).

12.3.2. Upgrades shall be provided subject to their compatibility with the hardware and software operated by the Principal. In case current upgrades are no longer compatible with the Principal's hardware and software or in case the applicable software and licence conditions are materially changed by SKIDATA, the Principal shall be entitled to terminate in writing and without notice the agreement on the provision of upgrades. Any other parts of the service agreement shall remain unaffected by such termination. The refund of already rendered payments shall be excluded.

12.3.3. The module "upgrades" may only be selected in connection with updates (paragraph 12.1). The respective provisions shall apply correspondingly.

13. Hotline

13.1. The hotline established by SKIDATA is only available at the telephone number and email address as stated in this Contract. SKIDATA reserves the right, at its discretion, to operate the hotline itself or have it operated by a third party. Should the Principal contact SKIDATA via other contact means than the ones stated (telephone number and email address), then SKIDATA shall not be obliged to fulfil the obligations stated in this agreement, especially to render any services within the scope of Hotline and Troubleshooting, and no reaction times or Troubleshooting times shall commence upon such contact.

13.2. The hotline is to receive messages from the Principal to the extent they support SKIDATA in remedying application problems and technical problems in connection with hardware and software purchased from SKIDATA, and the hotline is to forward these messages to Troubleshooting within the stated periods of time (Standard or Extended).

13.3. Further work to be effected within the scope of Troubleshooting shall be effected in accordance with the applicable provisions. In case the module Troubleshooting is not part of the service contract, SKIDATA shall set the date of Troubleshooting depending on the current order situation in its discretion. Each individual work step will be invoiced in accordance with current price lists and hourly rates.

13.4. The hotline must not be used for training purposes.

13.5. Only employees of the Principal trained on the use of SKIDATA Systems shall be allowed to use the hotline.

13.6. Upon SKIDATA's request, the Principal and/or its employees must state detailed contact data in order to ensure that SKIDATA can reach the Principal respectively its employees if this is necessary for troubleshooting. However, the Principal shall not be entitled to demand a return call from SKIDATA.

14. Troubleshooting**14.1. Scope of Service**

14.1.1. The module Troubleshooting can only be selected in connection with the module Hotline.

14.1.2. Troubleshooting means the correction and remedy of errors occurring in connection with SKIDATA's products and reported by the Principal via the hotline. Troubleshooting shall be effected within the stipulated reaction times and Troubleshooting times and can be effected via remote access or on site.

14.1.3. Should SKIDATA - in its discretion and taking into consideration the kind of problem occurred - decide that it is not able to correct the errors via remote access to the Principal's equipment by means of a remote maintenance tool, employees of SKIDATA shall effect the Troubleshooting on site upon the contact person's consent. The Principal shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon.

14.1.4. To the extent necessary and foreseeable to correct errors, the employees sent by SKIDATA will have exchange units and components with them and will install them on site. Subject to and in consideration of any agreement concerning spare parts management, SKIDATA shall invoice the actually incurred costs in accordance with the price list valid at the time.

14.1.5. In case Troubleshooting is not included in the service fee, the working hours and working costs shall be invoiced on a time and material basis in accordance with SKIDATA's price lists valid at the time. Travel time shall be deemed to be working time.

14.1.6. SKIDATA does not assume any liability for the failure to effect Troubleshooting and/or for the failure to effect Troubleshooting in time to the extent such failure is in part or in whole due to reasons attributable to the Principal. In addition, SKIDATA does not assume any liability for any consequences arising therefrom. An error shall especially be attributable to the Principal if it is caused by programme changes, amendments or other interventions by the Principal, its employees or any third party, by computer viruses or by non-observance of maintenance instructions or operating manuals.

14.2. Reaction Times, Troubleshooting Times and Error Classes

14.2.1. For the purposes of these provisions, reaction time shall be the time between the detection of an error by SKIDATA and the commencement of the Troubleshooting work. The time of detection of an error shall be deemed to be the time at which the Principal reports such error via the hotline in reasonable detail and in a comprehensible manner as is necessary for Troubleshooting. The reaction time only runs during the agreed service times and independently of the times during which the hotline is available.

14.2.2. Troubleshooting time shall be the time between detection of an error as described in reaction time above and the completion of the Troubleshooting work by SKIDATA. SKIDATA shall confirm the completion of the Troubleshooting work. The Troubleshooting Time only runs during the agreed service times and independently of the times during which the hotline is available.

14.2.3. The duration of each reaction time and Troubleshooting Time shall be defined according to the error classes defined below to which SKIDATA allocates reported problems in accordance with the Principal's description and according to the times stipulated in this Contract in this respect.

- a) Critical errors: the contractually agreed use is impossible or unreasonably restricted and the error materially affects the Principal's business processes.
- b) Major error: the contractually agreed use is very restricted and the error materially affects the Principal's business processes, however, the Principal is still able to continue to work in a restricted manner.
- c) Moderate errors: the contractually agreed use is slightly restricted and the error slightly affects the Principal's business processes, however, the Principal is still able to continue to work in a slightly restricted manner.

14.2.4. In the course of reaction and/or Troubleshooting, the error occurred can be allocated to another, less critical error class if the relevant features are applicable (see 14.2.3); in this case, the longer reaction time and/or Troubleshooting Time shall apply respectively.

14.3. Special Obligations to Cooperate

The Principal shall grant SKIDATA the right (and support SKIDATA in this respect) to access the Principal's equipment online via a remote maintenance tool in order to correct errors and provide support.

14.4. Special Liability Provisions

14.4.1. Should SKIDATA culpably not adhere to the agreed reaction times and/or Troubleshooting times, the Principal shall be entitled to demand a price discount of 0.5 % per full calendar day for the initial 6 (six) days of such delay and of 1 % per full calendar day thereafter, however, not more than a total of 10 % of the amount of the annual service fee. Any other claims, especially claims for damages, shall then be excluded. In case such failure to provide services is caused by mobilization, wars, riots, strikes, lock-outs or the occurrence of any unforeseeable events, force majeure or any network disturbances (including the internet), the term of delivery shall be extended by an appropriate period of time, however, in any case by a period of time corresponding to the duration of the incident. For this purpose, it shall be irrelevant whether such circumstances occur at SKIDATA's or at any of its sub-contractors' or sub-suppliers' sites.

15. Training

15.1. For the purposes of these provisions, Training shall mean the training of the Principal's employees to enable them to properly use, maintain, repair and otherwise handle the hardware and software delivered by SKIDATA. SKIDATA shall effect the training sessions with reasonable care, however, SKIDATA does not guarantee any training success.

15.2. The training sessions shall be effected in accordance with the provisions of this Contract once or several times per year within the stated periods of time. The location and exact extent of and the number of persons participating in such training sessions are stipulated in this Contract. The Principal and SKIDATA shall agree on the specific date for each training session a reasonable period of time in advance, taking into consideration each party's legitimate interests.

15.3. The Principal shall not be entitled to demand that SKIDATA provides training documentation.

15.4. The fee includes the direct training costs SKIDATA incurs by providing the training. Any travel expenses for employees of SKIDATA shall be invoiced separately unless a lump sum for travel expenses was agreed upon. Costs for the accommodation of the employees of SKIDATA will also be invoiced separately, reasonable accommodation and lodging shall be organised by SKIDATA.



Conditions for Consumable Products

These Conditions for Consumable Products shall apply in addition to SKIDATA's General Conditions. In case of any conflict between these Conditions for Consumable Products and the General Conditions, these Conditions for Consumable Products shall prevail.

1. Subject Matter of the Contract

These Conditions for Consumable Products shall apply to conventional data carriers, KeyProducts and accessories, but not to hardware, software or other deliveries and services.

2. Prices

The prices for consumable products are stipulated in SKIDATA's price list.

3. Printing Documentation

Any and all typesets, printing plates, lithographs, photographically produced films and plates, stamping die moulds and other means produced by SKIDATA and provided for the production process shall remain the property of SKIDATA even if the Customer paid for such works. This shall also apply to any means of production provided by a third party on behalf of SKIDATA. SKIDATA shall not be obliged to verify whether any printing documentation provided by the Customer or by any third party on behalf of the Customer is suitable and correct, and the Customer shall be solely responsible for the contents thereof and shall ensure that any photos, brands, designs or other contents subject to copyright law or otherwise protected by law can be freely used. The Customer shall indemnify and hold SKIDATA harmless in respect of any claims or proceedings.

4. Quality

4.1. SKIDATA assumes warranty that the delivered tickets can be processed on SKIDATA's output equipment and SKIDATA's readers in accordance with the relevant product specifications. Due to conditions of production and materials, the colour may deviate among the items contained in one delivery or among the items of different deliveries. Press proofs and sample tickets are thus only roughly binding for the indication of the actual colours. Tickets made of plastics are largely break-proof and tear-proof in an ambient temperature between - 20°C and + 50°C.

4.2. All details given in 4.1 shall apply to a statistic reliability of 95 %. SKIDATA shall not be liable for any consequences of improper storage by the Customer and recommends that storage shall be effected in original packaging at a storage temperature between + 5 °C and + 25 °C and a maximum relative humidity of 60 %.

5. SPECIAL PROVISIONS: DELIVERY

Delivery shall be effected at the Customer's risk and expense to the address stated for delivery in the order confirmation. If the Customer did not state an address for delivery, the invoice address shall be the address for delivery. The Customer must accept excess deliveries or short deliveries of up to 10 percent (barcode and magnet tickets) and/or of up to 5 (five) percent (Keycard and Keyticket) of the ordered printing products at corresponding calculation. SKIDATA reserves the right to effect partial deliveries in case of production bottlenecks. SKIDATA shall not be liable for any printing or design errors which the Customer released with the approved proofs. SKIDATA will effect any setting changes ordered via telephone or electronic means without assuming any liability for correctness. The Customer cannot change any orders effected as a customer-specific production after the order confirmation was sent and the Customer must accept the entire quantity thereof. The Customer must order the goods in due time so that any error rectification necessary in order to keep the set delivery date can be effected.

6. SPECIAL PROVISIONS: WARRANTY

6.1. SKIDATA assumes warranty for the execution of the order in accordance with its specifications for a period of six (6) months after the date of delivery. Such warranty shall be fulfilled by rectification or new delivery of the goods and exclude any further claims. In case of purely optical defects not affecting the functionality or in case of quantitative defects, SKIDATA shall be entitled, at its discretion, to rectify such defect by granting a reasonable price discount.

6.2. The Customer must notify SKIDATA of any defect immediately and in writing, enclosing a sample of the item complained about and a detailed description of the defect. The Customer must keep the goods in respect of which it sent a notification of defect until settlement of the issue and the Customer must hand over such goods to SKIDATA upon request. Any claim for new delivery shall only arise concurrently and only to the extent the defective goods are returned. Replaced goods shall become the property of SKIDATA.

6.3. SKIDATA shall not assume any liability for defects unless the Customer effected all due payments or if the delivered goods were improperly handled or stored. The original agreements shall apply to replacement deliveries. The Customer must accept delayed deliveries unless the transaction included a written agreement for delivery by a fixed date.

6.4. If the Customer only ordered primary materials, SKIDATA shall only be liable for the promised features of such primary materials but neither for the suitability and quality of the end products produced therewith nor for any defects resulting therefrom.




7. SPECIAL PROVISIONS: LIABILITY

- 7.1. SKIDATA shall not be liable for any damage, except for direct damage caused by gross negligence or wilful intent, however, such liability shall not exceed the amount of the invoice for the causal delivery.
- 7.2. In particular consequential damage or financial loss or claims from consultancy mistakes, cooperation in the application engineering or defects in programmes shall be excluded. In case of any loss or defect of data carriers, SKIDATA shall not be liable for the replacement of lost data.
- 7.3. In case SKIDATA is not able to effect deliveries or services in due time due to gross negligence or wilful intent and the Customer is thus not able to commence or continue its normal business operations despite having placed its order in due time, the Customer shall be entitled to demand liquidated damages up to an amount equal to 0.5 percent of the net purchase price for each full week of delay, however, not more than 5 (five) percent of the net purchase price of the delayed delivery. Any further claims shall be excluded.
- 7.4. If the delivery contains products such as Keycard iso, Keycard iso-dual (FreeSpace – open for all devices which are compatible with ISO 15693) or keycard unlimited, keycard advanced, keycard basic, keyticket standard, keyticket light (FlexSpace – open for all devices compatible with ISO 15693) or other data carriers with additional free memory areas on the chip ("Freespace" open for all devices which are compatible with ISO 15693) and if any third party accessed the free memory area, SKIDATA shall not be liable for data destroyed by overwriting, deletion, reading, manipulation, falsification, copying of data in this free memory area.
- 7.5. Moreover, SKIDATA shall not be liable
- a) for any criminal or other illegal acts committed by third parties, such as for example acts of piracy, the copying, reproduction, modification or other manipulation of Consumable Products (tickets, key cards, data carriers),
 - b) for parts or components of Consumable Products, such as for example chips, which are produced by third parties and manufactured into Consumable Products provided that usage of such parts or components is commonly accepted on the market,
 - c) for tickets, key cards, or data carriers being produced or sold by third parties.

8. SPECIAL PROVISIONS: COPYRIGHT AND RIGHT OF REPRODUCTION

- 8.1. To the extent SKIDATA is the owner of any copyrights to drafts, versions, ordered printing products or any parts thereof, the Customer - upon payment and acceptance of the delivery - shall only acquire the right to distribute the delivered products in accordance with the Copyright Act. Any other rights, in particular the right of reproduction, shall remain with SKIDATA. SKIDATA also has the exclusive right to use produced copying means (setting, films, etc.) and printing products for the production of items for copying.
- 8.2. If the Customer provides lithographs, print layouts, writings or fonts of any kind, the Customer must, before placing the order with SKIDATA and at its own risk and expense, ensure that SKIDATA may legally use these items for production, copying and distribution purposes in agreement with the copyright holders, if any, and the Customer shall expressly authorise SKIDATA to execute the order and assures SKIDATA that there is no need to contact copyright holders, if any. The Customer expressly indemnifies and holds SKIDATA harmless in respect of any claims or proceedings. SKIDATA will immediately inform the Customer of any claims made against SKIDATA by any third party with respect to copyright, and in case the matter is taken to court, SKIDATA will serve a third party notice on the Customer. If the Customer fails to join the proceedings as SKIDATA's joined defendant upon such third party notice, SKIDATA shall be entitled to recognise the claimant's claim and to demand compensation from the Customer irrespective of whether such recognised claim was legitimate or not.



Conditions for Consultancy Services

These Conditions for Consultancy Services shall apply in addition to SKIDATA's General Conditions. In case of any conflict between these Conditions for Consultancy Services and the General Conditions, these Conditions for Consultancy Services shall prevail.

1. Scope of Services

- 1.1. Upon the Principal's order, SKIDATA shall render consultancy services to the Principal and the Principal shall pay such consultancy services in accordance with SKIDATA's price list valid at the time. The scope of such consultancy services shall be agreed upon in each individual case.
- 1.2. Such consultancy services shall be rendered by SKIDATA's employees or consultants or by a suitably qualified partner company of SKIDATA. The Principal shall not be entitled to demand that any specific person be sent.
- 1.3. The Principal must provide SKIDATA with all and any information necessary in order to render such consultancy services, answer any questions SKIDATA may have and ensure that the Principal's employees are available and that they provide information to the required extent.
- 1.4. The Principal shall not acquire any industrial property rights or copyrights to the result of the consultancy services unless otherwise agreed upon in writing in the order. SKIDATA's existing industrial property rights and copyrights, if any, shall not be affected or restricted by consultancy services. Only SKIDATA shall be entitled to effect any applications for registration of property rights resulting from the consultancy services.

2. Prices

- 2.1. The amount of the price to be paid will be agreed upon in the individual case on the basis of SKIDATA's price list valid at the time.
- 2.2. If SKIDATA renders consultancy services based on an order placed by the Principal and no price was agreed upon beforehand, the services actually rendered will be invoiced in accordance with SKIDATA's price list valid at the time. SKIDATA will send the Principal the invoice including a list of the services rendered.
- 2.3. Unless the Parties agreed upon a lump sum for travel expenses, the Principal shall bear any travel and accommodation expenses for SKIDATA arising in connection with the consultancy services. Travel times shall be deemed to be working hours. These costs will be invoiced accordingly by SKIDATA.

3. Conclusion and Term of Contract

- 3.1. The Principal's orders shall come into force by a written or oral request by the Principal and acceptance of the order by SKIDATA. The order can be placed by authorised persons or employees of the Principal. The contact person designated by the Principal shall in any case be authorised to place an order. Order acceptance by SKIDATA is effected by a written order confirmation or by rendering the ordered consultancy service. SKIDATA will do its utmost to accept all orders; however, SKIDATA shall be entitled, in its sole discretion, to refuse to accept any of the Principal's orders.
- 3.2. This agreement shall remain valid for a period of time as agreed by the parties. If the consultancy services refer to a specific project or subject, the term of contract shall be the period required to render comprehensive consultancy services for such project or subject.
- 3.3. This agreement can be terminated in writing by either party without stating any reasons upon two weeks' notice as of the end of any month. The Principal must compensate SKIDATA for any services rendered and expenses incurred by SKIDATA until the effective date of such termination. SKIDATA will not repay any payment made.

4. SPECIAL PROVISIONS: LIABILITY

- 4.1. SKIDATA shall accept the order for consultancy services on the basis of the information provided by the Principal and does not assume any liability for any consequences resulting from any incompleteness of such information. In addition, SKIDATA shall only be liable for any damage in connection with consultancy services caused by wilful intent or gross negligence.
- 4.2. SKIDATA's liability for consultancy services shall in any case be limited to the amount of the remuneration to be paid for the respective consultancy service that caused the damage. Hence, if consultancy services are rendered free of any charge apart from costs, if any, SKIDATA shall not be liable for any damages out of or in connection with such consultancy services.



GRAPHICS FAQ

KEYTIX light plastic / paper

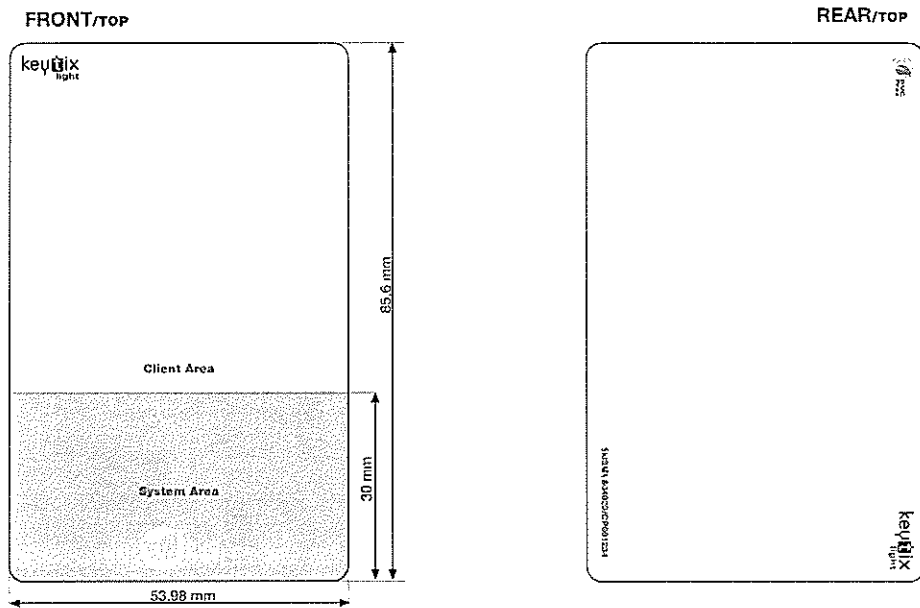


image not true to scale

Technical specs

Format:	w 53,98 mm; h 85.6 mm
Printing:	Offset 4c Euroscale (CMYK), 60 #
Pictures:	1:1 images at 300dpi, CMYK mode
Overfill/Bleed:	1.5 mm all sides
Design Area:	the shades area is reserved for POS imprinting and should be left blank (white). If the entire face of the card needs to be imprinted, the shaded areas may only be printed with max. 15% opacity

Print specs

File Formats:	Marcomedia Freehand 11 Adobe Illustrator CS Adobe InDesign CS Adobe Photoshop CS Quark XPress 6,5 If you intend to send us data in a different format please consult in advance with Graphic Department
Design Template:	<ul style="list-style-type: none">• Texts and logos must keep 2 mm margin from the edge• Type faces/fonts must be converted to paths/vectors or sent together with the other files• To ensure the ability to modify text in pdf files, it is necessary to convert them into paths/vectors
Datatransfer:	E-mail, FTP Server If you have any further questions please contact the Graphics Dept. at +43 (0) 6246 888-0

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SKIDATA
NEW BUSINESS DEVELOPMENT

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Payment plan project Goderdzi 2012
in EUR

Topic	Total Sum
60% prepayment	42731,49
Prepayment transport (3rd party company Lassmann)	2780
40% at handing over of goods to carrier at SKIDATA HQ	28487,67
Total Contract Sum	73999,16



Pro forma invoice PF4602313



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 Date: 24.10.2012
 Number.....: PF4602313
 Customer account ...: 217128

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SKIDATA AG | Untersbergstraße 40 (Service Logistic) | 5083 Grödig/Salzburg | AUSTRIA

Information

GODERDZI RESORTS LTD
KOMAKHIDZE 119
6010 BATUMI
GEORGIA

Please refer payment to: PF4602313

Project: 344320-01
Name.....: GE/Adjara Ski Resort
 Responsible.....: LEHENAUER Annemarie
 Salesperson.....: HEINDL Philipp
 Contact person: Vaja Diasamidze
 Customer Order Number ...: quote 221664

Delivery address
 GODERDZI RESORTS LTD
 attn: Vaja Diasamidze +995
 577742011
 KOMAKHIDZE 119
 6010 BATUMI
 GEORGIA

Project: 344320-01-01
Name.....: SQL08 DE RCAL

Pos	Item Number	Description	Quantity Net weight	Unit Commod.	Unit price Discount origin	EUR Amount
1	935800042	SQL08 DE RCAL Device CAL Runtime to connect devices to SKIDATA.Logic with embedded MS SQL 2008 Standard Edition. Licence per device. Subject to MS SQL 2008 EULA. This article is embedded in SKIDATA Software and can be ordered in combination with SKIDATA Software only	3,00 0,00000	pc 85238020	124,00 - 12,50% IRELAND	325,50
2	937800020	SW-CO/OS Operating program Coder	1,00 0,00000	pc 85238020	600,00 - 12,50% AUSTRIA	525,00
3	938100800	CO UNLIMITED DESK/1S Desktop Coder Unlimited with	1,00 9,00000	pc 84733080	4.865,00 - 12,50% AUSTRIA	4.256,88

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 Registration 161/6928-02 | FN 59669z
 | UIDNr. ATU34880607 | ARA No 7415 | DVR-No. 0343013 | Bank relation Oberbank BLZ 15090 | Account 121-2126/25 | IBAN
 AT961509000121212625 | BIC/SWIFT OBKLAT2L
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		single stacker			
4	946010510	CO UNLIMITED BC C Crosswise barcode reader for Coder Basic/Unlimited	1,00 pc 0,08000 84732990	300,00 - 12,50% AUSTRIA	262,50
5	935010400	KC x50 BK03/USB-MOUNTAIN SKIDATA keyboard, USB, incl. 27 special keys "Mountain", without country-specific keys	1,00 pc 2,40000 84716060	530,00 - 12,50% SLOVENIA	463,75
6	935010434	KC x50 BK03/KEYS-US Country specific keys USA for SKIDATA keyboard	1,00 pc 0,01200 84719000	25,00 - 12,50% SLOVENIA	21,88
7	936830000	SV-INST/SETUP/POS Commissioning, Installation and Setup POS	1,00 pc 0,00000	385,00 - 12,50% AUSTRIA	336,88
8	935820000	SV-TRAIN/POS Systemtraining Cash Desk (POS), 2 days, Price per person	1,00 pc 0,00000 85238020	550,00 - 12,50% AUSTRIA	481,25
9	937802000	SW-POC/OS Operating Software Reader	4,00 pc 0,00000 85238020	450,00 - 12,50% AUSTRIA	1.575,00
10	938200016	RD-FRMO/BASIC/5 Freemotion.Gate 'Basic' including QVGA color display and operator lights, enhanced marketing possibilities by displaying of logos and advertising, high end child-friendly antenna for fastest left-side detection of 13MHz/ISO15693 data	4,00 pc 45,00000 84732990	7.490,00 - 12,50% AUSTRIA	26.215,00

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11	938310002	carriers, 4 light sensors for convenient and childproof passing, climated aluminium diecast housing for robust operation Vario.Gate/FRMO/PWR240 Housing Power supply with housing and main on/off-switch, with quick connect spring clamp, UL certified; powers 1 Freemotion.Gate or 2 Easy.Gate or 1 to 2 Vario.Gate checkpoints depending on their configuration	4,00 pc 2,40000 85045095	368,00 - 12,50% AUSTRIA	1.288,00
12	938500100	RD-FRMO/S3 Turnstile 3-arm, recommended for access without fastened ski	4,00 pc 3,50000 84732990	175,00 - 12,50% AUSTRIA	612,50
13	938520014	RD-FRMO/FOOT/5 Stand foot (incl. board and cables) for base unit and right-side antenna	4,00 pc 17,00000 84732990	370,00 - 12,50% AUSTRIA	1.295,00
14	938520026	RD-FRMO/PAL/3 Standard pallet for Freemotion.Gate, for easy reader mounting	4,00 pc 34,00000 73089098	485,00 - 12,50% AUSTRIA	1.697,50
15	938520052	RD-FRMO/RAILING/PAL Right-side railing for reader group Freemotion.Gate	1,00 pc 20,00000 73089098	260,00 - 12,50% European Union	227,50

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6010 BATUMI
GEORGIA

17	938210030	'Basic', height-adjustable, pallet mounting RD-FRMO/HDETECT Height detection sensor for Freemotion.Gate, for avoiding misuse of child tickets	4,00 pc 0,30000 84732990	170,00 - 12,50% AUSTRIA	595,00
18	938210012	RD-FRMO/CAMERA/2 Video camera IP/VGA for Freemotion.Gate, for avoiding misuse of time tickets. Please note the data protection laws of your country (especially registration and notification obligations).	4,00 pc 0,20000 84732990	920,00 - 12,50% AUSTRIA	3.220,00
19	938500200	RD-FRMO/BRAKE/3 Brake for Turnstile of Freemotion.Gate	4,00 pc 0,33000 84732990	305,00 - 12,50% AUSTRIA	1.067,50
20	938520050	RD-FRMO/FRAIL Front railing / strap, for base unit and right-side antenna, for convenient access of children, beginners, and snowboarders	4,00 pc 1,50000 73089098	315,00 - 12,50% ITALY	1.102,50
21	938200700	RD-FRMO/HAUTO Convenient and fast height adjustment, for base unit and right-side antenna, for changing snow heights	4,00 pc 5,90000 84732990	485,00 - 12,50% AUSTRIA	1.697,50

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6010 BATUMI
GEORGIA

22	938200900	RD-FRMO/COVER Cover standard size for Freemotion.Gate 'Basic'/'Full'	4,00 pc 4,00000 63061200	125,00 - 12,50% AUSTRIA	437,50
23	935833000	SV-INST/SETUP/MIZ Setup and Installation Minicentral	1,00 pc 0,00000 85238020	440,00 - 12,50% AUSTRIA	385,00
24	935823000	SV-TRAIN/MIZ Systemtraining Minicentral/Reader,	1,00 pc 0,00000 85238020	215,00 - 12,50% AUSTRIA	188,13
25	937800504	0.5 days, Price per person SW-BUNDLE/4-FRONTENDS Software bundle for system with 4 frontend applications (POS or minicentral), contains base licenses for all POS incl. photo capturing, minicentrals, datacentral incl. online functions	1,00 pc 0,00000 85238020	8.500,00 - 12,50% AUSTRIA	7.437,50
27	937800212	SW-SSM/RDM/RAD Reporting and Datamanagement, Module Reporting and Administration	1,00 pc 0,00000 85238020	3.600,00 - 12,50% AUSTRIA	3.150,00
28	937800400	SW-COCKPIT/BASIC/SETUP web.Cockpit 'Management View', setup costs, price per resort, includes one user login each for PC browser and mobile handheld/smartphone	1,00 pc 0,00000	690,00 - 12,50% AUSTRIA	603,75

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 Registration 161/6928-02 | FN 59669z
 | UIDNr. ATU34880607 | ARA No 7415 | DVR-No. 0343013 | Bank relation Oberbank BLZ 15090 | Account 121-2126/25 | IBAN
 AT961509000121212625 | BIC/SWIFT OBKLAT2L

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Pro forma invoice PF4602313



Project.....: 344320-01
 Date.....: 24.10.2012
 Number.....: PF4602313
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Information

GODERDZI RESORTS LTD
KOMAKHIDZE 119
6010 BATUMI
GEORGIA

Please refer payment to: PF4602313

29	937800402	SW-COCKPIT/BASIC/1-10/SU BSCRIPTION sweb.Cockpit 'Management View', subscription fee at 1-10 devices per resort, price per device and year	7,00 pc 0,00000	9,90 - 12,50% AUSTRIA	60,64
30	935800400	SV-INST/SETUP/DAZ Setup Datacentral	1,00 pc 0,00000 85238020	1.820,00 - 12,50% AUSTRIA	1.592,50
31	937824000	SV-TRAIN/DAZ System training Datacentral (DAC), 1 day, Price per person	1,00 pc 0,00000 85238020	550,00 - 12,50% AUSTRIA	481,25
32	935829000	SV-TRAIN/SDRDM/BASIS System training SDRDM Basic, 1 day, Price per person	1,00 pc 0,00000 85238020	550,00 - 12,50% AUSTRIA	481,25
33	935824010	SV-TRAIN/SYSADM1 Training system administrator, part 1	1,00 pc 0,00000 85238020	1.540,00 - 12,50% AUSTRIA	1.347,50
34	935830130	basic course, 2 days SV-PROJM Project Management and Requirement Specification, Price per hour	10,00 pc 0,00000 85238020	125,00 - 12,50% AUSTRIA	1.093,75

Sum SQL08 DE RCAL

64.525,41

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Project.....: 344320-01
Date.....: 24.10.2012
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Project.....: 344320-01-02
Name.....: Adjara Ski Resort - CP

35	CP019487	Keytix Light Ski Resort Adjara 2012 UNPUNCHED	10.000,00 pc 0,00380 85235290	0,6300 - 12,50% European Union	5.512,50
36	KeytixUpgrade	KeytixUpgrade4c Keytix Light (all versions), Upgrade of 4c/0c to 4c/4c, customerspecific design	10.000,00 pc 0,00100 85235290	0,0500 - 12,50% GERMANY	437,50
37	CP_SC	Setup costs	1,00 pc 0,00000	480,0000 - 12,50%	420,00
38	CP_LC	Litho costs Lithocosts for graphic arts, per side, including up to 2 corrections of acceptance prints	2,00 pc 0,00000	185,0000 - 12,50%	323,75
39	CP019027	Keycard Basic **for free** Skidata Design, kein Loch möglich, mit DTA-Nummern Aufdruck, mit partieller TRW-Folie, Secure + FlexSpace UNPUNCHED, 4/4-c	500,00 pc 0,00500 85235290	1,4000 - 100,00% AUSTRIA	0,00

Sum Adjara Ski Resort - CP

6.693,75

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GEORGIA

Please refer payment to: PF4602313

Project: 344320-01-03
Name.....: Transport Costs

40	Transport	Transport costs with Lassmann delivery to customs terminal in Batumi	1,00 pc 0,00000	2.780,00	2.780,00
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Sum Transport Costs			2.780,00
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SKIDATA terms and conditions for delivery and payment apply.

Sum GE/Adjara Ski Resort			73.999,16
---------------------------------	--	--	------------------

Payment: immediate payment of net amount
 Discount:
 Mode of delivery: Spedition
 Terms of delivery: FCA SZBG LAGERMAX

Net amount			73.999,16
Tax			0,00
Total	EUR		73.999,16

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System Requirements Freemotion.Logic V20

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System Requirements Freemotion.Logic V20

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System Requirements Freemotion.Logic V20

2. Technical Hardware Specifications

2.1 PC System

PC system features	
Processor / CPU	Intel Dual-Core 2 x 2.00 GHz (Celeron or Core 2 Duo) or equivalent AMD processor (this is a recommendation, for KC or MIZ lower versions are possible – especially if the used operating system is Windows XP)
Memory / RAM	KC/MIZ: at least 512 MB using Windows XP, 1 GB for Windows 7 – recommendation: for better performance double these values DAZ: 2 GB if SQL database is not local, 4 GB if database is local
Hard disc, internal	KC/MIZ: 80 GB, 7200 rpm (IDE or SATA drive, recommended: SATA) DAZ: if database is local it depends on your amount of data (> 120 GB, 7200 rpm), maybe a raid system is recommendable
Optical drive	DVD drive (not required, recommended for installation tasks)
Free interfaces: - PCI slot - USB - LPT (parallel) - COM (serial)	This depends on your used external devices, especially for KC and MIZ – e.g.: - Arcnet card (only working with Windows XP– 5 V Signal Voltage PCI Slot required) - Ethernet card for connecting readers - Bon printers, customer displays, card readers, video cameras, ...
Mouse / pointing device	Standard for PC
Keyboard	Standard for PC, TIPRO on KC
Main board	Standard for PC, LAN included or additional PCI card / wireless, support for all necessary interfaces
Power supply	Standard for PC



System Requirements Freemotion.Logic V20

Operating Features	
Operating System	<p>KC/MIZ: Windows XP Professional SP2 – only 32 Bit, Windows7 Professional – 32 or 64 Bit (PAY ATTENTION: SKIDATA keyboards with PS/2 connector will be NOT supported on 64 Bit).</p> <p>DAZ: Windows XP Professional SP2 (32Bit), Windows7 Professional (32or 64Bit), Windows Server 2003 (32Bit), Windows Server 2008 (32 or 64Bit), Windows Server 2008R2 (64 Bit)</p>
Database	<p>SQL Server 2005 SP2, also Express Edition possible</p> <p>SQL Server 2008, also Express Edition possible (32 or 64Bit)</p> <p>SQL Server 2008R2, also Express Edition possible (32 or 64Bit)</p> <p>Keep in mind: SQL Server 2005 and 2008 works only with compatibility mode 80 (SQL Server 2000) >>> will be configured during setup for Freemotion.Logic</p>
Additional software	<p>Microsoft .NET Framework 4.0 (Full/Extended Version)</p> <p>IE Explorer 8.0</p>

2.2 Monitor

	KC	MIZ	DAZ
Screen resolution min.	1024x768 (15"/17")	1024x768 (15"/17")	1152x864 (17")
Screen resolution rec.	1280x1024 (>=17")	1280x1024 (>=17")	1280x1024 (>=17")



System Requirements Freemotion.Logic V20

3. SKIDATA Specific Requirements

3.1 Ports

Transmit.exe (local network)	TCP 55555
Transmit.exe (internet)	TCP 55558
SDQuasiOnline.exe	TCP 55559
Ethernet Reader	TCP 5000
SDAsComm.exe	UDP 20000; 20001
PDA (MIZ)	TCP 19000
Ticket tracking, DTA Connector, KC-return	TCP 80
OPOS	TCP 55556

3.2 Optional Ports

SSL Internet Pre-Sales	443
Microsoft Terminal Server	3389
PC Anywhere	5632
VNC (VNC java via Browser)	5800
VNC (VNC Client)	5900



Note: Installing a Firewall to connect to the Internet and to enable remote maintenance through SKIDATA qualified personnel!

System Requirements Freemotion.Logic V20

4. DTA Requirements

4.1 SKI 370 DAZ

Description	Minimum	Standard
Internet connection to DTA	768/256 kbps ADSL	>= 1024/1024 SDSL
Network	static IP address	-
Security	Firewall recommended	e.g.: Zywall 5

4.2 SKI 370 Additional configuration

Configuration	Description
SKI370 sub feature in setup	DTA Connector 6/7
Port for DTA – Webservice	80

