

GENERAL TERMS AND CONDITIONS

QUOTING - ORDERING - SHIPPING – PAYMENT

1. Products

Thermo-Calc Software AB licenses the software listed on <http://www.thermocalc.com/products-services/software/> (individually and jointly the "Software").

Thermo-Calc Software AB licenses the databases listed on <http://www.thermocalc.com/products-services/databases/> (individually and jointly the "Database(s)").

The Software and the Database(s) are individually and jointly referred to as the "Program".

2. Quoted prices

All quoted prices are exclusive of any type of tax. The customer is responsible for paying any custom, clearing duty, forwarding duty, excise duty, federal tax, state tax, local tax or similar duty or tax, if any. The quoted price is valid for the time period stated in the upper right corner of the quotation. Within the stated time period, the customer may order at the quoted price even if Thermo-Calc Software AB would change its prices during the stated time period.

3. Order

Please place your formal order to us by e-mail or letter.

4. Terms of delivery

The ordered Program is normally delivered within three weeks from Thermo-Calc Software AB's acceptance of the order. Delivery is made by electronic download from Thermo-Calc Software AB's website on the Internet.

Upon the customer's request, the ordered Program(s) can also be delivered by airmail to the address specified in the order. Terms of delivery are DAP (INCOTERMS 2000) to the postal office or airport closest to the customer.

Upon the customer's request, the ordered Program(s) can also be delivered by mail courier. In such cases, the additional cost is charged to the customer.

5. Packaging

Postage and standard export packaging are included in the price for normal airmail delivery.

6. Terms of payment

Payment shall be made within 30 days after delivery to the bank account specified in the invoice. Pre-payment or alternative terms of payment may occur.

7. User Site

The Program may only be used at the site specified in Thermo-Calc Software AB's quotation unless Thermo-Calc Software AB thereafter confirms in writing the address of another site.

8. Software

The Software is governed by the End User License Agreement (EULA).

The Software is initially delivered with a temporary license file, which is valid for the same time period as the payment terms, i.e. normally for 30 days. A permanent license file is issued and supplied after full payment has been received and confirmed by Thermo-Calc Software AB.

9. Databases

All Databases are governed by the End User License Agreement (EULA). Third party Databases, such as Thermotech, shall also be governed by the third party's standard license agreement.

10. Maintenance & Support Subscription (M&SS)

To ensure the quality of the Software Thermo-Calc Software AB provides a 12 months free of charge Maintenance & Support Subscription. Thereafter, the

customer may prolong the Maintenance and Support Subscription by paying the fee quoted by Thermo-Calc Software AB before the end of the initial free of charge 12 months period.

The terms and conditions for maintenance and support of the Software are set forth in Thermo-Calc Software AB's General Terms and Conditions for Software Maintenance and Support.

11. User's Guide & Examples Book

Thermo-Calc Software AB do not provide any physically printed operation manuals (User's Guides and Examples Books) due to the environment-friendly policy of Thermo-Calc Software AB and due to our efforts in providing more efficient, convenient and easy-to-use electronic manuals. Such manuals are provided together with the electronic download or the delivered DVD (as the case may be) and can be installed on each of the designated computers, and can be reviewed and accessed easily and conveniently. The users can locally print such manuals, provided however only for INTERNAL use.

12. For customers within EU

Customers within the European Union, please include your VAT number in your formal order (i.e., in the TCS Ordering Option Form), and also clearly indicate whether your organization is a so-called "taxable person". Please note that if your VAT number is not provided and/or if your organization is not a "taxable person", 25% VAT will be added.

13. License definitions

All licenses are governed by the End User License Agreement.

13a SUNLL = Single User Node Locked License

Under a SUNLL, the license file is unique for one designated computer at one designated site and cannot be copied or moved outside the site. The Software may be used on only one site and by only one user at a time on only one computer. If the Software is installed on a portable computer, the Software may be used temporarily outside of the site.

13b NWL = Network License

Under a NWL, the Software may be used on the number of sites you have paid for and by the number of users you have paid for on any computer connected with a server or similar network, provided however the Software may only be used on computers within a maximum of six subnets (with a wildcard character on only the third and fourth tuple following IP v4) of the network and the user of the Software must be physically present at the location of the site(s) paid for.

13c DSUNLL = Database Single User Node Locked License

DSUNLL is a Database license governed by the license for the Software, i.e. a SUNLL. Licensed Databases may only be used together with licensed Software.

13d DNWL = Database Network License

DNWL is a Database license governed by the license for the Software, i.e. a NWL. Licensed Databases may only be used together with licensed Software.

13e ANSP = Academic Network Site Package

ANSP is a license package for universities only and includes two SUNLL and one NWL for 99 users at one site.

For a university to be granted an ANSP the department where the Software will be installed must teach and have the authority to examine undergraduate students. Non-commercial research institutes having personnel giving lectures or simultaneously being affiliated with a university (even on a regular basis) do not automatically qualify as a university being able to receive an ANSP. In each case, Thermo-Calc Software AB reserves the right to decide whether a customer may be granted an ANSP.