

General Terms and Conditions of Delivery and Payment of tec5 AG (Oberursel/Ts.)

I. Scope of Application

1. The following terms and conditions of sale shall apply to all contracts between the buyer and us concerning the delivery of goods. They shall also apply to all future business relations, even if not expressly agreed upon once again. Variant terms and conditions of the buyer which are not expressly recognized by us shall not be binding upon us, even if we do not expressly object to them. The following terms and conditions of sale shall apply even if we carry out the buyer's order unconditionally in knowledge of contrary or variant terms and conditions of the buyer.

2. All covenants reached between the buyer and us concerning the purchase contracts shall be set down in writing in the contracts. This shall also apply to any rescission of this requirement for the written form.

II. Offers and Conclusion of Contracts

1. We may accept any order from the buyer which can be qualified as an offer to conclude a purchase contract by sending an order confirmation within two weeks or by shipping the ordered products within the same period.

2. Our offers shall be non-binding and subject to change, unless we have expressly designated them as binding.

3. We hereby reserve the title, copyright and all other property rights to all pictures, calculations, drawings and other documents. The buyer may only pass such pictures, etc. on to third parties with our express approval, irrespective of whether such pictures, etc. are identified as confidential or not.

III. Terms and Conditions of Payment

1. Our prices are *ex works* and do not include packaging, unless stipulated otherwise in the order confirmation. Our prices do not include the applicable value-added tax. We shall disclose the amount of value-added tax applicable on the invoice date separately in our invoice.

2. Even if defect claims or other counterclaims are being asserted, the buyer shall only be entitled to set off our claims if the counterclaims have been declared by non-appealable judgment, have been recognized by us or are undisputed. The buyer shall only be authorized to exercise a retention right if the buyer's counterclaim is based on the same contractual relation.

IV. Delivery and Performance Period

1. Delivery periods or deadlines not expressly stipulated as binding shall only constitute non-binding specifications. The delivery period specified by us shall commence when all technical issues have been clarified. Likewise, the buyer must duly fulfill all obligations incumbent upon the buyer in due time.

2. We shall be entitled to undertake partial deliveries and performances, provided this is reasonable for the customer.

V. Warranty/Liability

1. Defect claims of the buyer shall only exist if the buyer meets the inspection and defect reporting duties incumbent upon the buyer in accordance with § 377 of the Commercial Code. The buyer must notify us immediately after obtaining knowledge of a defect by providing an exact description of the defect.

When sending the product to us, the product must arrive in the original package or in impeccable packaging. Electronic products (e.g. mother boards, etc.) must be packed in anti-static covers.

2. The warranty claims of the buyer shall lapse one year after the delivery of the goods to the buyer, unless we have maliciously concealed a defect, in which event the provisions of law shall apply. Our duties based in Sections VI, Paragraphs 4 and 5 hereof shall not be prejudiced hereby.

3. We shall be obligated in accordance with the provisions of law to take back new goods and/or to reduce the purchase price, even if a grace period has not been established as is otherwise required, in the event it was possible for the buyer's customer, as the consumer of the sold new movable thing (purchase of consumable goods), to demand, due to a defect in such goods, that the buyer take back the goods or reduce the purchase price or to assert a resulting recourse claim against the buyer. We shall moreover be obligated to compensate any expenses of the buyer, particularly any transport, carriage, labor and material costs, which the buyer had to bear for the end-consumer within the framework of the subsequent performance due to any defect that existed at the time the risk associated with the good was passed by us on to the buyer. This claim shall be excluded if the buyer has duly met its inspection and defect reporting duties in accordance with § 377 of the Commercial Code.

4. The obligation pursuant to Section VI(3) shall be excluded if the defect is based on advertising statements or other contractual arrangements not originating from us or if the buyer has given the end-consumer a special guarantee. The obligation shall likewise be excluded if the

buyer itself was not obligated based on the provisions of law to exercise warranty rights vis-à-vis the end-consumer or had not lodged this objection to a claim asserted against it. This shall also apply if the buyer assumed warranties vis-à-vis the end-consumer beyond the scope stipulated by law.

5. We shall be unrestrictedly liable in accordance with the provisions of law for injury to life, limb or health based on any negligent or intentional breach of duty by us, our legal representatives or vicarious agents as well as for damage encompassed by the liability stipulated in accordance with the Product Liability Act. For damage not encompassed by Sentence 1 which is based on intentional or grossly negligent breaches of duty or malice on our part or the part of our legal representatives or vicarious agents, we shall be liable in accordance with the provisions of law. In such event, however, the liability for damage compensation shall be limited to typical, foreseeable damage, unless we, our legal representatives or vicarious agents have acted intentionally. To the extent we have issued a guarantee regarding the condition and/or durability of goods or parts, we shall also be liable within the framework of such guarantee. We shall only be liable for damage which is based on the absence of a guaranteed condition or durability but which is not inflicted directly to the goods if the risk of such damage was obviously covered by the guarantee of condition or durability.

6. We shall also be liable for damage caused by simple negligence if the negligence relates to the breach of those contractual duties which are particularly important to observe in order to achieve the purpose of agreement (material duties). We shall only be liable, however, if the damage is typically associated with such contracts and was foreseeable.

7. Any further liability shall be excluded hereby, without regard to the legal nature of the asserted claim; this shall apply in particular to tort claims and claims to compensation of futile expenses in lieu of performance; our liability pursuant to Section IV, Paragraphs 2 to 5 of this Agreement shall not be prejudiced hereby. If our liability is excluded or limited, this shall also apply to the personal liability of our employees, collaborators, representatives and vicarious agents.

8. Damage compensation claims of the buyer due to defects shall lapse one year after the delivery of the goods. This shall not apply in the event of injury to life, limb or health which is our fault or that of our legal representatives or vicarious agents, or if we or our legal representatives have acted intentionally or with gross negligence, or if our simple vicarious agents have acted intentionally.

VI. Retention of Title

1. Until the fulfillment of all claims (including all claims to balances from current accounts) to which we are entitled now or in the future against the buyer, the delivered goods shall remain our property (reserved goods). In the event of conduct by the buyer in breach of contract (e.g. default in payment), we shall have the right to take the reserved goods back, after having previously established a reasonable grace period. If we take the reserved goods back, this shall constitute a rescission of the contract. If we attach the reserved goods, this shall constitute a rescission of the contract. We shall be entitled to sell the reserved goods after taking them back. After deducting a reasonable amount as selling costs, the sale proceeds shall be credited towards the amounts owed to us by the buyer.

2. The buyer shall be entitled to duly sell and/or use the reserved goods in the course of business, provided the buyer is not in default in payment. No pledges or assignments by way of security may be made. The full scope of any claims concerning the reserved goods (including all claims to balances from current accounts) arising from resale or on any other legal ground (insurance, tortious action) is hereby assigned by the buyer in advance by way of security to us; we hereby accept such assignment.

3. We shall be obligated to release the collateral to which we are entitled if the realizable value of our collateral exceeds the claims to be secured by more than 10%, whereby we shall be responsible for the selection of the collateral to be released.

VII. Place of Performance; Jurisdiction; Applicable Law

1. The place of performance and jurisdiction for deliveries and payments (including actions due to checks and bills of exchange) and all disputes arising between us and the buyer based on the purchase contracts concluded between us and the buyer shall be our registered office. We shall also be entitled, however, to sue the buyer at the buyer's domicile and/or registered office.

2. The relations between the Parties shall be determined exclusively in accordance with the law of the Federal Republic of Germany. The application of the Uniform Law on the International Sale of Goods and of the Law on the Formation of Contracts for the International Sale of Goods is hereby excluded.