

General Terms and Conditions (as at 01.01.2015)

§ 1 General scope

1.1 Our deliveries, services and offers are result exclusively from these terms and conditions. They shall also apply to all future business relations even if they are not expressly agreed again. When placing an order these terms and conditions shall be considered as accepted.

1.2 We do not accept terms and conditions of the customer which are opposing or deviating from ours unless we have expressly agreed by written form. Our terms and conditions will apply even if we acknowledge terms and conditions of the customer conflicting or deviating from ours when we carry out the customers delivery.

1.3 Deviations from these terms and conditions shall be effective only if confirmed by us in writing.

1.4 Our terms and conditions apply only to businessmen.

§ 2 Offers, offer documents

2.1 Our offers are always subject to change. Cost estimates are not binding. Orders will only be accepted if they are confirmed by us in writing.

2.2 If an order is to qualify as an offer in accordance to § 145 BGB, we may accept it within two weeks.

2.3 Technical and design changes of descriptions and specifications in brochures, catalogs, prototypes and written documents as model, design and procedural changes due to technical development are explicitly subject to change without having rights derived against us for these reasons.

2.4 For cost estimates, drawings, calculations, prototypes and other documents we shall retain the right of property and copyrights without limit; they must not be disclosed to third parties. This applies in particular for written documents, which are designated as "confidential" must prior obtain a written permission before disclosure to third party. Drawings, prototypes and other documents which are part of offers must promptly and fully return by request, if a contract is not concluded.

§ 3 Prices, terms of payment

3.1 Unless not otherwise provided in the confirmation of order, our prices are valid ex Head Office ®.

3.2 The statutory value added tax is not included in our prices; it will be shown separately in the invoice to the statutory amount on the day of invoicing.

3.3 Costs of dispatch or shipment, packaging, insurance and any transportation of any customs fees are on the expense of the customer and are charged separately.

3.4 The deduction of a discount requires a separate written agreement.

3.5 Unless not otherwise specified in the confirmation of order the purchase price is payable net (without deductions) within 8 days from the date of invoice. Should the buyer be in default of payment, we are entitled to charge default interest at a rate of 8 percentage points above the prevailing base rate.

3.6 In the event of default payment or default on the contractually terms of payment we shall be entitled to cancel agreed rebates, discounts or any other benefits. In this case our standard prices apply without any deduction of rebates or any other benefits.

3.7 The customer shall not apply offset or any right of retention over our claim for payment unless his counterclaim is undisputed, has been established by a court of law or recognized by us.

§ 4 Delivery

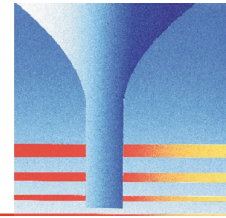
4.1 Terms and dates indicated by us are not binding unless they have been expressly confirmed in writing by our company.

4.2 All delivery dates are subject to correct and on time self-delivery. They start from the date of our confirmation of order, however, not before clarifying all the details of the execution and shall be extended by the time that the customer is in default, without prejudice of our rights in the event of customers delay.

4.3 If the purchaser delays in acceptance or violates other cooperation obligations, we are entitled to demand payment of damages or loss, including any request for additional expenditures. In this case, the risk of accidental loss or accidental deterioration will be transferred to the purchaser, by the time he falls into arrears.

4.4 Delivery and service delays due to force major or events that complicate the delivery or make it impossible, such as material procurement difficulties, equipment failure, strikes, government regulations, etc., also if they occur to our suppliers or their subcontractors, we are not responsible even if there are binding agreed periods and dates. They entitle us to postpone delivery or performance by the duration of the hindrance plus a reasonable time or to withdraw from the unfulfilled portion of the contract in whole or in part. Furthermore we have the same right if the placed order is proving to be technically insurmountable.

4.5 In addition, we will only be in default if the purchaser has set a period of grace of 20% of the total project duration in writing, but at least has set a period of grace of two weeks. In the event of default, the purchaser is entitled to compensation in the amount of 0.5



percent for each completed week of delay, but the highest up to five percent of the invoiced value of goods and services affected by the delay, provided they hold proof of this amount incurred delay damages. An exception applies only in case of intent or gross negligence which liability is legally obliged. The customers right of withdrawal remains unaffected by expiry of the time-limit for the supporters period of grace. Partial deliveries are permitted.

§ 5 Transfer of risk

5.1 The delivery is at our discretion at the expense and risk of the buyer / purchaser.

5.2 The risk shall pass to the buyer / purchaser as soon as the delivery was taken over by the person in charge of the transportation or has left our head quarter for shipment.

5.3 If the shipment or delivery is delayed or impossible through no fault of our own, the risk is transferred to the buyer / purchaser by dispatch of the notice of readiness for delivery.

5.4 An insurance of goods against transport damage occurs only at the express request of the buyer / purchaser. The costs incurred to this extent will be borne by the buyer / purchaser.

§ 6 Warranty

6.1 The purchaser's warranty rights require a proper implementation of the examination obligation and notification of defects according to § 377 HGB.

6.2 We ensure that our hardware delivered within framework of the contract are free of significant manufacturer and material defects, if held by a guarantee from our sub suppliers.

6.3 In case operation, maintenance or manual instructions are not followed or changes made in the products or programs or if parts are replaced or consumable material is used, which does not meet the original specifications, any warranty expires.

6.4 The warranty period shall be 12 months up from the transfer of risks, unless otherwise agreed. There occurs no additional guarantee for the services provided or products delivered by our company.

6.5 If not agreed otherwise, our contract is fulfilled by turnkey delivery of the system. The demonstration of the functional capability by transfer shall also constitute the acceptance. In case of identified errors during the demonstration or an agreed test run that affect the application of the delivered performance significantly, the delivery will be removed from us either by delivery of an improved version or by reference to the avoidance / fixing the problem. Only the supplier shall be entitled to extend this choice.

6.6 After the inspection, the buyer / purchaser is only entitled to oblige us by rectification of rejects. The repair can be made at our discretion at our headquarters or at the buyer's / purchaser's place of business. If we choose a repair at our headquarters, the buyer / customer is obligated to return the defective product to us for review. If the repairs take place at the customer's place of

business, he is obliged to provide the defective product is available in its operation and to give our employees the opportunity to undertake the review.

6.7 The buyer / customer has no further claims than improvements for whatever legal reason, including conversion, reduction, termination or compensation of any kind, especially consequential

damage are excluded. This doesn't apply only in case we or our agents are responsible for a damage by intent or gross negligence.

6.8 We are only obliged to undertake repairs if the buyer / purchaser has fulfilled its contractual obligations.

6.9 The responsibility for the use of the systems developed by us is on the buyer as the use of the results obtained. We are not liable for damages arising out of false or incomplete programming, especially not for any indirect or consequential damages, such as the replacement of deleted or destroyed data. This disclaimer does not apply if mandatory liability for intent or gross negligence provides is provided by law.

6.10 We make every effort to ensure the proper functioning of the systems developed by us. Due to technical conditions of IT it is not possible to guarantee that the function of the software is uninterrupted or error-free and that the functions of the software operates in all user-selected combinations are feasible. Also we can not guarantee / warranty the achievement of a particular purpose.

6.11 The objects and programs classified as prototypes do not correspond with the quality standard of serial products and are intended as working models for acceptance and testing purposes. Due to that we provide no guarantee or product liability for these prototypes.

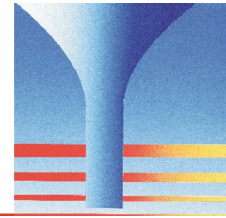
6.12 As far as our liability is excluded or limited, this applies also to the personal liability of our officers, employees, representatives and agents.

§ 7 Retention of title

7.1 We reserve all rights to all our delivered services and products until full payment of all payments due to the contract.

7.2 If the orderer is acting contrary to the contract particularly in case of late payment, we reserve the right to repossess the purchased item. By taking back the item purchased it does not constitute a withdrawal from the contract, unless we have expressly declared in writing. The seizure of items purchased by us automatically imply a withdrawal from the contract. After the withdrawal of the items purchased we are authorized to utilize and the utilization proceeds shall be credited to the customer's liabilities less reasonable costs.

7.3 The purchaser is obliged to handle the product carefully, in particular, he is obliged to insure the product against damages by fire, water and theft on his own expense by replacement value.



7.4 The Purchaser shall immediately notify in writing in case of seizure or other interference by third parties so that we can take action according to § 771 ZPO. If the third party is unable to reimburse us for the judicial and extrajudicial costs of an action in accordance to § 771 ZPO, the customer is liable for the loss incurred.

7.5 The purchaser is entitled to resell the goods in the ordinary course of business. Within he assigns already now all claims in the amount agreed with our invoice (including VAT) which he derives from the resale from his buyers or third parties. These claims exist regardless the merchandise has been resold without or after processing. The customer is authorized to collect this claim even after the assignment. Our authority to collect the receivables ourselves remains unaffected. We undertake not to collect the debt as long as the customer complies with his payment obligations from the proceeds, is not in default of payment and has not filed for bankruptcy or insolvency proceedings or suspension of payments. If this is the case, we may require that the customer discloses the assigned claims and their debtors, provide all information necessary for collection, surrender the relevant documents and informs the debtors (third parties) of the assignment.

7.6 The processing or transformation of the goods by the customer is always done for us. The reversionary interest of the purchaser to the purchase item is continued to the transformed object. If the goods are further processed with other objects not belonging to us, we shall acquire joint ownership of the new object in proportion to the objective value of our merchandise to the other processed items at the time of processing. There are the same conditions for the object created by processing as for the goods delivered under retention of title.

7.7 If the goods are mixed inseparably with others, not belonging to us belong to us, we acquire joint ownership of the new object in proportion to the objective value of our merchandise to the other mixed objects at the time of mixing. If the buyer's object is regarded as the main cause of the combined good, it is agreed that the purchaser is proportional co-owner. The purchaser shall hold the sole or joint ownership for us.

7.8 The customer shall also assign the receivables to secure our claims against him, which arise from the combination of the goods with a plot against a third party.

§ 8 Protective provisions for sellers and buyers

8.1 The delivery of a system or transfer of any other service as agreed, or specifications shall entitle the buyer to unlimited use of the product obtained after full consideration of the provision, but however there is no claim to exclusivity with regard to the various components of the developed solution. In particular, it is up to the company ® to process used standard solutions and customized modules of all kinds in other areas and for other customers. Exceptions exist only in the presence of a special or exclusive license agreement.

8.2 The Company ® is generally entitled to retain the underlying documentation and source code of all developments for each order at the head office. This also applies in case of existence of an exclusive or license agreement or, whereby the documentation and source code is held in trust for the customer. Any expenses of such fiduciary deposit shall be borne by the customer. A publication can only be requested in the event of bankruptcy or any other cease of business operations of the company ®.

8.3 The Company ® is committed to treat all order obtained documents, documentation and information about company-specific facts of customers in connection with the order even if going beyond the execution of the order also confidential unless this information approached the company ® lawfully by a participating third party without confidentiality obligations or were released by the customer or of information that the company ® was already aware of on the day of receipt by the customer.

§ 9 Industrial property rights and copyrights

9.1 The client will inform us immediately and in writing if he is emphasized to a infringement of industrial property rights or copyrights by a product supplied by us. However, we are only obliged to assist the buyer in the defense of such claims by the holder of such rights, as far as it is made a complaint of direct violation of a product supplied by us. However a liability for the damages resulting from infringement of such rights is expressly excluded. In the case of an existing patent infringement the customer may only demand an amendment or replacement of the product in that way the relevant property rights are not violated if this is technically possible. Any further rights, especially a withdrawal from the contract, recovery of the purchase price or any claims for damages are excluded. On the other hand, the Purchaser shall defend us against or release us from all claims of the holder of such rights which arise against us in that we have followed the instructions of the Purchaser or the Purchaser has altered the product or integrated it in a system.

9.2 Prototypes and programs or other developments and problem solutions, which were supplied and created by us, are, unless otherwise agreed, together with the associated documentation intended only for the personal use of the purchaser within its own business. In the case of single licenses, the right of use of software programs is limited according to the real possibilities of using a book: the software program can be passed, moved to another place and used on different computers. The software program may not be used simultaneously by different persons at different locations and on different machines, just as it is impossible that one book is read at the same time in different locations by several persons. Excluded from that rule are programs for multi-user computer. These are limited in their use to a defined number of computer workplaces. Copies of the CD may be made only for backup purposes. A reproduction of the manual is only allowed with our written consent. This single license is not transferable. Making it particular commercially or against payment accessible to third parties requires our express approval in the form of an extended license.

§ 10 Place of jurisdiction and applicable law

10.1 Place of fulfillment and place of jurisdiction shall be Forstinning.

10.2 Applicable law is solely the legal system of the Federal Republic of Germany under exclusion of the UN Sales Convention (CISG) and the private international law.

§11 Partial invalidity

11.1 Should any provisions be or become void, ineffective or contestable, the remaining provisions will remain unaffected and are then to be interpreted or supplemented so that the intended purpose is as closely achieved as possible in legally permissible terms. The same is valid for eventual omissions needing amendment.