

GENERAL TERMS AND CONDITIONS OF BUSINESS of WEETECH GmbH and the WEETCH Group

1 Applicability and Conclusion of Contract

- 1.1 Deliveries and services to the customer of any kind are provided exclusively on the basis of our General Terms and Conditions, which the customer acknowledges by placing the order or accepting the service. The validity of deviating conditions is excluded, even if we do not contradict them. Our General Terms and Conditions shall also apply to all future business relations, even if they are not expressly agreed again.
- 1.2 Offers from us are not binding. A contract is only formed when an order has been confirmed by us in writing. Order confirmations, bills of delivery and other confirmatory writings from us are deemed to have been recognized by the customer as being materially correct except as the customer objects in writing without delay, within 4 working days of receipt at the latest. In ordering a work or goods, the customer declares its binding offer of a contract in accordance with the order. Upon receiving such an order, we have two weeks in which to accept the customer's offer of the corresponding contract. This acceptance can be declared in writing or by transferring the given work or goods to the customer.
- 1.3 We reserve the right to make technically necessary or expedient changes to the products. Dimensions, pictures, and drawings are just preliminary information for the customer and are only binding when this has been confirmed by us in writing. Statements about characteristics and performance attributes of the products just serve as illustrations and are not binding.
- 1.4 Insofar as nothing different is agreed in detail in writing, the contents of the contract are deemed to be determined by the provisions and specifications in the written offer from the customer and our written confirmation of this order, followed by the provisions of these General Sales and Delivery Conditions, followed by the provisions of the German Civil Code [Bürgerliches Gesetzbuch - BGB].
- 1.5 The contract is concluded subject to the reservation of correct and timely supply for our own needs through our suppliers. This only applies to the case in which we are not responsible for non-delivery, especially when a congruent covering transaction has been agreed with our supplier. The customer is informed of the non-availability without culpable delay and any consideration rendered is reimbursed without culpable delay.

2 Cost Estimate / Preliminary Work

- 2.1 If the customer would like to have a binding statement of the price, then a written cost estimate is required; this estimate lists the individual work steps and the materials and modules required to produce the work, each item together with its price. We are bound to this cost estimate for a maximum of 4 weeks after it is sent or given to the customer.
- 2.2 Cost estimates are subject to charge in accordance with agreement.
- 2.3 Preliminary work such as creation of projecting documents, plans and drawings requested by the customer are likewise subject to charge in accordance with agreement.
- 2.4 If an order is placed on the base of a cost estimate, any costs for preliminary costs estimate or for preliminary work shall be offset against the invoice for the order. When the order is calculated, the total price may only be exceeded with the consent of the customer.

3 Delivery

- 3.1 Delivery dates and periods are only binding if they are agreed with the customer or confirmed by us in writing. Delivery periods begin with the date of order confirmation at the earliest, but not until all technical questions (if any) have been clarified and the documents and plans to be provided by the customer have been received.
- 3.2 Unforeseeable events such as acts of God, delivery and shipment delays, and labour disputes release us for their duration from the obligation to deliver on time insofar as we cannot be held responsible for the events in question. Delivery periods are prolonged by the duration of the disruption. If the disruption lasts longer than 6 months, the parties shall each be entitled to withdraw from the contract. The customer shall not be entitled to compensation for damages in this respect.
- 3.3 If we should default in our obligations, the customer shall only be entitled to withdraw from the contract after a reminder has been issued and set a reasonable period of grace for performance or supplementary performance to elapse. Claims for compensation for damages are excluded except as something else is implied by these General Sales and Delivery Conditions.
- 3.4 If the customer is in default of acceptance or is otherwise responsible for a delay of dispatch, we may store the products at the risk and expense of the customer. If a deadline for acceptance of the products has been set by us and expired without result, we may withdraw from the contract and demand compensation for damages in lieu of performance without prejudice to any further rights which we may have.
- 3.5 The risks of accidental loss and deterioration of the goods pass to the customer upon transfer of the goods to the customer or, with a contract involving carriage of goods, upon dispatch of the goods to the shipper, freight carrier or other person or organization responsible for shipping the goods.
- 3.6 We are entitled to render partial deliveries. Our obligation to deliver is suspended for as long as the customer is in default on an obligation resulting from the business relationship.

- 3.7 Insofar as nothing different is agreed, deliveries from us and performance by us are deemed to have been accepted, at the very latest, when use is made thereof. We are entitled to demand the acceptance of partial deliveries.

4 Prices and Payment Conditions

- 4.1 All prices shall be computed on the base of the price lists that were valid when the order was confirmed insofar as nothing different has been agreed or is directly implied by the confirmation of the order. The prices are prices ex warehouse exclusive of shipment, shipment insurance costs and statutory value added tax. All charges for cashing checks or bills of exchange shall be borne by the customer.
- 4.2 Payments shall be rendered by the customer without discount within 30 days of invoice date, at the latest, insofar as nothing different has been agreed.
- 4.3 In the case of payments by bank credit transfer, check or bill of exchange, the date of payment is deemed to be the credit value date. Checks and bills of exchange will only be accepted by us on the basis of a special agreement and then acceptance is subject to collection with all collection and discount charges to be borne by the customer.
- 4.4 If the customer misses the payment date, we can assert default damages. During the period of default, the customer shall pay interest on the cash debt at the rate of 10 percentage points above the base interest rate, whereby we reserve the right vis-à-vis the customer to prove greater default damages and to assert these accordingly.
- 4.5 If the customer does not meet its payment obligations in accordance with the contract or if it suspends its payments or if we become aware of other circumstances which call the creditworthiness of the customer into question, then we are entitled to declare that the remaining debt is due at once and to demand advance payments and deposition of collateral. In these cases, we may also withdraw from the contract without setting a period of grace insofar as the contract has not yet been fulfilled.
- 4.6 The customer only has the right of offset if its counterclaim has become legally final and absolute or has been recognized by us. The customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.
- 4.7 In the event of subsequent changes to design, construction, or dimensions relative to our offer or the letter of confirmation, we are entitled to charge the additional effort to the customer regardless of whether these changes have been made at the request of the customer or were due to technical necessities, unforeseeable difficulties or other circumstances which lay beyond our influence.
- 4.8 Our claims to sales price and hourly wages vis-à-vis companies are subject to a limitations period of five years.

5 Retention of Title (Ownership)

- 5.1 In the case of contracts with companies we retain title to the goods until all claims arising from the current business relationship have been paid in full.
- 5.2 The customer shall treat our goods with care. Insofar as maintenance and inspection work is required, the customer shall have it carried out regularly at its own expense. The customer shall notify us without culpable delay of any access by third parties to the goods, as in the case of an attachment of property by court authorities or in the case of damages to or destruction of the goods. The customer shall also notify us without culpable delay of any change in the identity of the possessor of the goods and of any change of the customer's residence. In the event of customer conduct that is contrary to contract, especially in the case of delay in payment or breach of an obligation under this particular provision of the contract, we are entitled to withdraw from the contract and demand surrender of the goods.
- 5.3 The customer may only sell the products in a proper business transaction with agreement of a corresponding retention of title, whereby the customer hereby already assigns to us its resulting claims in the amount of the open claims by us, together with the rights from its retention of title. This authorization can be revoked. We reserve the right to collect the claim ourselves as soon as the company [customer's customer] does not properly comply with its payment obligations and enters into payment default.
- 5.4 For the cases that the products from us are processed or combined with other products, the customer hereby now transfers to us as collateral ownership in the resulting processed product or product combinations ("the new objects") in the amount of the price of the products from us to which we have title, and the customer shall keep the new objects in safe keeping for us without charge to us. The customer assumes for us responsibility for processing the goods from us to which we have title, whereby we do not thereby acquire any obligations in any way. If there is processing with objects which do not belong to us, we acquire co-ownership in the new objects in the ratio of the value of the goods delivered by us to that of the other processed goods. The same applies when goods which belong to us are mixed with other objects which do not belong to us.
- 5.5 Insofar as the value of collateral exceeds the nominal value of the open claims by more than 10%, we shall release collateral upon request.
- 5.6 Insofar as we lose our ownership of products delivered by us subject to retention of title because these products have become essential parts of a piece of real property or of a building, we may, at the customer's expense, remove the said products from the said piece of real property or building and store them until payment of all claims which have resulted or shall in future result from the business relationship. Upon being separated from the said piece of real property or building, these objects will become our property again. The customer is obliged to notify us without culpable delay of any

GENERAL TERMS AND CONDITIONS OF BUSINESS of WEETECH GmbH and the WEETCH Group

existent rights of attachment or other third-party entitlements and to redeem them and, more-over, to do whatever else is needed for us to reacquire unencumbered ownership.

- 5.7. The customer is obliged to maintain sufficient insurance coverage of the products delivered by us under retention of title and of any new objects which arise therefrom by combination, mixture or processing against all the usual risks, especially those due to fire, burglary and water, and to treat the said products and new objects with care.

6 Warranty

- 6.1 Upon receiving a delivery the customer must check it at once and notify us in writing of any complaints and of any open or concealed defects without culpable delay, at the very latest within one week of receipt or discovery. The customer loses warranty and replacement claims in regard to characteristics not in accord with guarantees if the customer does not check each delivery immediately upon receipt - at the latest upon use or installation - and notify us of complaints in writing within one week. All warranty claims and claims for compensation for damages are excluded for a given delivery upon expiry of these deadlines or passage of twelve months after delivery. The deadlines apply to the time at which written notification is sent. The customer has the full burden of proof for all prerequisites for damage claims, especially for the defect itself, the time at which it was determined and the time at which written notice was sent.

- 6.2 If there is a defect, we, at our sole discretion, first decide whether to improve the delivery or to replace it with a new delivery ("supplementary performance"). When a part is replaced it becomes our property (if it was not already our property). If the customer or third party makes a change improperly, all claims under guarantees expire. The same applies if the customer changes our product without our prior consent, regardless of whether this was a change to the operating software delivered, to the test programs (say by reprogramming or extending) or to any of the hardware components. If we refuse, seriously and finally, to fulfil the contract, or to remove the defect and render supplementary performance because of disproportionate costs, or if supplementary performance is unsuccessful or would be unreasonable for the customer, then the customer can decide, at its discretion, just to reduce the price or to withdraw from (unwind) the contract and to demand compensation for damages, within the framework of the agreed limitations on liability, in lieu of performance. However, if the breach of contract is only minor, especially in the case of defects that are only minor, the customer does not have the right to withdraw from the contract.

If, upon unsuccessful supplementary performance due to a legal or material defect, the customer chooses to withdraw from the contract, then the customer is not also entitled to compensation for damages because of the defect.

If, after unsuccessful supplementary performance, the customer demands compensation for damages, then the goods stay with the customer if this is not unreasonable for the customer. These claims for damages are confined to the difference between the sales price and the value of the defective object. This does not apply if we have fraudulently caused the breach of contract.

There are no claims under guarantees to the extent that the products delivered are defective because they were not maintained and cleaned properly, were damaged, or were used, handled, or repaired improperly. Claims against us under guarantees or for damages are excluded for third party products which are associated with deliveries and services from us or are deployed together with these products, whereby we do assign to the customer any claims for liability to which we are entitled vis-à-vis the supplier of the given third-party delivery.

Except as something different is agreed, we assume no warranty for the functional capability of our deliveries and services when the customer combines these with third party products or operates the two together.

If the customer receives a defective user manual, we are only obliged to deliver a user manual that is free of defects, and then only if the defect in the user manual, when not recognized as such, leads to improper usage of the delivery.

Statements made in public, words of praise and the contents of promotional materials cannot be adduced as contractually binding statements of characteristics of goods.

- 6.3. Insofar as we cannot be held responsible for violation of duty inherent in a defect, the customer shall not be entitled to withdraw from the contract. The limitations period for rights of the customer due to defects which do not pertain to a constructed work or to a work which consists of rendering planning and monitoring services for the said constructed work is, vis-à-vis companies, one year from date of acceptance of the said constructed work. This does not apply if the customer did not notify us of the defect on time (point 1 of this provision). This short limitation period does not apply if we can be blamed for a gross fault, nor does it apply in cases in which damages to life, limb or health of the customer can be attributed to us. Our liability under the German Product Liability Law is likewise not affected.
- 6.4. If claims based on fraudulent concealment of defects or assumption of a guarantee for the characteristics of goods are asserted, further claims are not affected. The customer does not receive guarantees from us in the sense in which this term is legally understood.
- 6.5. Further claims, especially those for consequential damages, are excluded insofar as this is permissible under law. Insofar as is legally permissible, all claims for compensation for damages, including those arising from positive breach of contract, from impermissible acts and especially from the German Product Liability Law or other legal grounds can only be asserted against us in cases of intention or gross negligence. We are liable for slight negligence when essential contractual obligations have been violated and the violation of duty is based on our company organization. The limitations period for these claims is six months, whereby the limitations period begins with the date of dispatch.

- 6.6. Further claims are excluded insofar as nothing different has been provided in these General Sales and Delivery Conditions.

7 Liability

- 7.1 Whenever our products are changed without our prior consent - regardless of whether this is a change to the hardware or the operating software which we deliver or the test programs, all liability on our part is excluded insofar as is legally permissible. This is especially applicable when such changes lead to the possibility that tests which go beyond the original programming can be carried out.

- 7.2. We are not liable in cases of slightly negligent violations of duty. Apart from that, our liability is limited to the foreseeable, direct average damages which are typical of the contract and of the type of work in question. This also applies to slightly negligent violations of duty on the part of our assistants and legal representatives.

- 7.3. The foregoing limitations on liability do not apply to claims of the customer arising from the German Product Liability Law. Nor do they apply when damages to life, limb or health of the customer can be attributed to us.

8 General Provisions

- 8.1 Changes and extensions of the contract and these provisions must be made in writing. This requirement for written form can only be waived in writing.

- 8.2. If any of the foregoing provisions is ineffective or void, this does not affect the validity of the remaining provisions. If a provision of these contractual conditions is ineffective, then it shall be replaced by a valid provision which takes account of the remaining provisions and comes as close as possible to the financial purpose of the ineffective provision. Only the German language version of these contractual provisions is authentic.

- 8.3. The legal relations between us and the customer are subject to the laws of the Federal Republic of Germany. Application of the Uniform Law on the International Sale of Goods (according to the Hague Convention) is excluded.

- 9.4. Insofar as the customer is a merchant within the meaning of the German Commercial Code [Handelsgesetzbuch - HGB], or a legal entity or special fund of public law, it is agreed that exclusive jurisdiction for all disputes which arise from the contractual relationship directly or indirectly shall be the courts with jurisdiction for Wertheim/Germany, whereby we could also proceed against the customer at its general place of jurisdiction. The same applies if the customer does not have a general place of jurisdiction in Germany or if its residence or general place of abode is not known when proceedings are commenced.

- 9.5. The customer is aware that personal data about the customer is recorded and processed in our normal course of business to the extent necessary for business purposes. The customer agrees to this and is deemed to have been informed pursuant to §33 par. 1 of the German Federal Data Protection Act [Bundesdatenschutzgesetz].