

General Terms and Conditions for the sale of goods, the performance of work as well as for the supply of other deliverables by RWS GmbH, Fürth (RWS)

1. Scope and validity

- 1.1 These GTCs provide for the conclusion, content and performance of contracts for the sale of goods, the performance of work as well as for similar contracts from RWS to contractual business partners. Unless otherwise agreed, the General Terms and Conditions for Services by RWS (GTC RWS Services) shall apply for services provided.
- 1.2 The GTCs shall be considered accepted if the contractual partner orders from RWS and reference is made to the GTCs in the offer or the order confirmation. General Terms and Conditions of the contractual partner are explicitly excluded.

2. Offer and order

- 2.1 An offer submitted by RWS is valid during the period mentioned in the offer. If there is no respective information, RWS remains bound for 30 days.
- 2.2 If the order of the contractual partner deviates from the offer or from the order confirmation of RWS, the RWS offer respectively RWS order confirmation applies, unless the contractual partner objects in writing immediately after receipt.
- 2.3 Orders are only binding if they are placed in writing or subsequently confirmed in writing. Electronic orders are binding if this is regulated in a written agreement between the parties.

3. Enlisting of subcontractors

RWS reserves the right to engage subcontractors. In such a case, RWS remains responsible towards the contractual partner.

4. Remuneration

- 4.1 The remuneration compensates for the performance agreed upon in the contract. Unless expressly otherwise agreed, it is due net, excluding taxes and duties (value added tax, customs duties etc.), delivered from RWS premises, without packing and without deductions.
- 4.2 RWS is entitled to adapt the remuneration according to the increased real cost, maximum up to the rise of the Consumer Price Index for Germany (CPI), if more than 90 days have passed between the signing of the contract and delivery.

5. Terms of payment

- 5.1 Unless otherwise agreed, the payments are due at once, payable to RWS within 30 calendar days from the invoice date without any deduction.
- 5.2 The payment dates have to be complied with, even if the performance is delayed for reasons, for which RWS is not responsible, or if insignificant parts are missing or minor reworking is necessary.
- 5.3 Justified objections against the invoice must be explained and declared to RWS within a reasonable period, but no longer than two weeks from receipt of the invoice, otherwise the original date of payment remains valid and binding.

6. Retention of title

- 6.1 The delivered goods remain the property of RWS until fully paid.
- 6.2 During the retention of title, the contractual partner may only sell, pledge or transfer for security the delivered objects, if he has fully met all payment obligations resulting from the contractual relationship.
- 6.3 During the retention of title the contractual partner shall carefully store, maintain and protect the delivered goods against theft, breakage, fire, water and other risks, and moreover, before an undividable amalgamation with other objects or use or consumption can occur, take all reasonable measures in order to achieve that the property rights of RWS are neither compromised nor lost.

7. Delivery times and default of delivery

- 7.1 Delivery times are considered to be fulfilled if before their expiry the notification of dispatch or readiness for acceptance of RWS has been sent to the contractual partner.
- 7.2 If RWS cannot comply with a delivery time for reasons, for which it is not responsible (e.g. due to lack of co-operation of the contractual partner, the fault of third parties, late or incorrect supply), the deadline is extended accordingly. In particular, RWS is not responsible for delays that are caused by the duration of the procedure for export permits or delays of the business partner in providing information according to 13.

8. Place of performance

- 8.1 Unless otherwise agreed, the premises of RWS is the place of performance.
- 8.2 With the delivery to the place of performance title and risk are transferred to the contractual partner.

9. Inspection and acceptance

- 9.1 The contractual partner shall inspect the subject matter of contract within 7 calendar days and notify defects in writing, otherwise it shall be considered approved. The subject matter shall also be deemed accepted upon the successful initiation of productive operation.
- 9.2 If during the acceptance inspection minor defects are detected, acceptance shall be deemed to have taken place and the acceptance inspection is completed. RWS will subsequently remedy the detected minor defects.
- 9.3 If during the acceptance inspection major defects are detected, the acceptance inspection is postponed. RWS will remedy detected defects and notify the contractual partner of a new acceptance inspection date.

10. Warranty

- 10.1 RWS warrants that the subject matter of contract has the contractually agreed material and legal features.
- 10.2 To the extent permitted by law RWS rejects any warranty, guarantee or liability for any service or goods not performed respectively produced by RWS. Corresponding claims towards RWS suppliers or manufacturers of goods supplied to RWS, if any, shall be transferred from RWS to the contractual partner.
- 10.3 The rights arising from product defects expire within 12 months after the transfer of title and risk. The contractual partner has to notify defects in writing and within 7 calendar days after becoming aware of these.
- 10.4 Subject to the provisions of this Art. 10 and in case the subject matter of contract is defective, RWS can choose between remediation and replacement. Other claims of the contractual partner are explicitly excluded.

11. Liability

RWS is only liable for violations of contract caused through gross negligence or intent. In addition, RWS is liable for damages to life, health or body and damage claims based on the German Product Liability Act, caused by RWS, its officers or staff or its auxiliary persons in execution of this contract.

In case of gross negligence by RWS officers, employees or helpers or in case of simple negligence related to cardinal duties of the contract, RWS is liable but limited to the foreseeable damage typically related to the respective contract.

12. Force Majeure

- 12.1 The Parties shall not be held responsible for failure to perform or delay in performing any of their contractual obligations if such failure or delay is due to unforeseeable events beyond their reasonable control, whether arising from natural causes or human acts ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, sabotage, labour disputes, strikes, lock-outs, shortage of labour force, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of RWS's source of supply, shortage in material or energy, acts, orders or overruling priorities of any aviation authority or government (e.g. non-issuance of an export license / authorization or non-approval of service deliveries as well as the withdrawal of the aforementioned), and embargos.
- 12.2 The Party affected by Force Majeure shall notify the other Party in writing within two weeks following the occurrence of any event of Force Majeure citing this Article in said notice and shall supply all relevant information about its effects on the performance of its contractual obligations.
- 12.3 Unless mutually agreed to in writing, the Party unable to perform because of Force Majeure is temporarily excused from performance while the incident of Force Majeure is occurring and obligated to perform once the incident ends. Such Party shall not be subject to damage claims.
- 12.4 In case that the duration of Force Majeure exceeds six calendar months, the Parties will discuss with each other and each Party will have the right to terminate this Agreement immediately. Contractual obligations performed shall be remunerated. Remuneration already paid shall be refunded, however reduced by the accrued cost and expenses of the contractual obligations performed.

13. Licenses and export regulations

- 13.1 Unless expressly otherwise agreed in writing, the contractual partner takes all measures and provides information required by RWS to obtain the necessary official license. In particular relating to national and international export regulations. RWS will provide the contractual partner with appropriate support.
- 13.2 Where applicable for goods provided by the contractual partner for the performance, contractual partner shall provide, no later than at the time of acceptance of the contract, the following minimum information:
- The customs tariff numbers of the country of consignment, and the countries of origin of all goods.
 - For controlled goods, the relevant national export control numbers must be indicated and, if the goods and/or services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) must be specified.
 - Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request.

14. Emerging intellectual property rights

- 14.1 Intellectual property rights (Copyrights, patent rights etc.) that are created during the performance of the contract, particularly on works, concepts, hardware and individual software including source code, program description in written or machine-readable form specially developed by RWS are exclusively assigned to RWS.
- 14.2 The contractual partner has a non-transferable and non-exclusive right to use the emerging intellectual property rights within the purpose of the contract. In case of software this right includes the use on the hardware as agreed and their successor systems. For a changed operating system or higher performance class the modification and

extension of the right of use requires the approval of RWS.

- 14.3 Both parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

15. Pre-Existing intellectual property rights

- 15.1 Pre-Existing intellectual property rights (Copyrights, patent rights etc.) remain with RWS or third parties. Insofar as the contractual partner provides RWS with intellectual property rights, he warrants that no third party intellectual property rights are infringed.
- 15.2 The contractual partner obtains a non-exclusive and non-transferable right to use the pre-existing intellectual property rights for the agreed purpose.

16. Infringement of intellectual property rights

- 16.1 RWS shall contest at its own cost and risk any third party claims arising from infringement of intellectual property rights directly linked to RWS's services under this contract. The contractual partner informs RWS immediately in writing about claims of third parties due to infringement of intellectual property rights. He lets RWS conduct a possible trial and take care of the measures and instructions for a settlement in court or out of court of the lawsuit. In case of a trial the contractual partner shall consult RWS immediately. If necessary, he takes first damage-reducing measures.
- 16.2 Under these conditions RWS assumes the costs accruing to and damages paid by the contractual partner. In case of a settlement out of court RWS makes the agreed payment to third parties only if it has approved it beforehand.

17. Confidentiality

- 17.1 Both parties shall treat in strict confidence all information, which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the concluded contract. Moreover the parties shall ensure the confidential treatment by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.
- 17.2 Confidential information of a party does not include information which:
- was already known to the other party, before it was made accessible by the disclosing party;
 - is or becomes generally known without the other party's responsibility;
 - was disclosed to the other party by a third party without any transfer restriction;
 - was developed by the other party itself without using or referring to the confidential information of the protected party;
 - has to be disclosed based on applicable law or a legally binding decision of a law court, administrative or other authority. In this case the party under the obligation to disclose has to inform the other party immediately about the decision and support protective measures the other party may want to take.
- 17.3 This obligation of confidentiality already exists prior to the conclusion of the contract and remains valid for a period of 3 years after termination of the contractual relationship.
- 17.4 Without the written approval of the other party the disclosure of information to third parties is not permitted. If the approval is given, the obligations of secrecy are to be transferred to the receiving third party.
- 17.5 Advertising and publications about specific services in connection with the contractual relationship require the written approval of the other party. Without the written approval of RWS the contractual partner may not advertise the fact that a cooperation between the parties exists or existed, and may not give RWS as a reference.

17.6 If a party violates the above-mentioned obligations of confidentiality, it owes, unless otherwise agreed, a payment to the other party, unless it can prove that it was not at fault. For each case the payment amounts to 10% of the entire compensation for purchase-, service- and similar contracts or 10% of the annual compensation for continuing obligations, but no more than EUR 50'000.00 per case. This payment does not relieve the party from the obligation of confidentiality; but it is credited against the damages to be paid. Possible penal consequences remain reserved. The claiming party may claim the penalty only if it reserves this right within one month from its knowledge of the violation.

18. Data protection

Each party may have access to personal data (for example names, functions, business units, contact details and communication data) relating to the other party's employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation with the contract that is subject to these GTCs. The parties agree that they act as independent controllers in relation with such Personnel Data unless otherwise agreed expressly by the parties. Personnel Data may be processed only in accordance with applicable law, applying appropriate security measures (e.g. technical and organizational measures, etc.), and only in order to enter into and perform the contract and compatible purposes including but not limited to order and payment processing, tolls, taxes and import/export management, customer relationship management, business accounting and general administrative purposes. Each party undertakes to inform its own Personnel about the processing of Personnel Data by the other party, in accordance with applicable law. Additional details about RWS's data processing are set out in RWS's privacy notices.

19. Compliance

19.1 The parties comply with applicable legal standards, particularly with the competition and antitrust laws, industrial safety, child protection provisions (e.g. regarding conflict commodities), the prohibition of human trafficking and with the core conventions of the International Labour Organization, as well with the provision against counterfeits or for the protection of the environment and of health (e.g. guidelines like REACH and RoHS). The contractual partner complies with the current code of conduct for business partners of RWS, which he will be handed upon request.

19.2 The parties shall not accept financial or other favours, even if in return the giving party expects an unjustified advantage or is rewarded. They also commit themselves to observe the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997 also in private business transactions.

19.3 The parties shall commit their personnel, subcontractors, sub suppliers and other third parties enlisted for the fulfilment of the contract contractually to compliance with this article.

19.4 If one of the parties violates the above-mentioned compliance commitments, it shall owe a contractual penalty, unless it can prove that it was not at fault. For each case of violation this penalty amounts to 10% of the total remuneration or 10% of an annual remuneration in case of a recurring remuneration, but no more than EUR 50'000.00. This payment does not relieve the respective party from its contractual obligations; however, it is credited against the compensation for damages to be paid. Penal consequences remain reserved.

20. Assignment and pledging

20.1 The contractual relationship or rights and duties therefrom can only be assigned or pledged after previous written approval of the other party. Apart from that RWS may assign right and duties from the contract to a sister company at any time.

20.2 The claims arising to the contractual partner from the contractual

relationship may be either assigned or pledged without the prior written approval of RWS.

21. Set-off

21.1 The contractual partner shall not be entitled to set-off without express written consent from RWS.

22. Applicable law and jurisdiction

22.1 To the contract and to all rights and claims arising in connection with the contract, German Law shall apply, excluding its rules on conflicts of legal systems. The United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded.

22.2 For all disputes arising out of or in connection with the contractual relationship only the law courts at the domicile of RWS shall be competent.