

General Terms and Conditions of Business

DUS Daten- und Steuerungstechnik GmbH

D-57250 Netphen, Hinterm Liesch 33

1. Contractual basis

- 1.1 The supplies and services of DUS Daten- und Steuerungstechnik GmbH (hereinafter referred to as: DUS GmbH) are provided - if the customer is a businessman, legal entity under public law or a special asset under special law - solely based on the terms and conditions of business set out below. Other terms and conditions of business of the customer are hereby explicitly rejected.
- 1.2 The offers of DUS GmbH are subject to change. A contract does not enter into force until a contractual confirmation from DUS GmbH has been received in text form or the order has been carried out.
- 1.3 Verbal side-agreements are only binding if they are confirmed by DUS GmbH in text form.

2. Remuneration

- 2.1. The remuneration is based on the offer or contractual confirmation of DUS GmbH. If this does not exist, the price list of DUS GmbH valid at the time of order applies. Travel and transport costs will be remunerated separately. VAT valid at the time of performance or delivery will be added to these.
- 2.2 The prices for deliveries are strictly net ex point of shipment plus freight and packaging costs, and insurance costs as necessary.
- 2.3 If DUS GmbH incurs higher costs as a result of the failure of the customer to hold to schedules, this can be invoiced separately under the usual conditions. This does not affect other claims of DUS GmbH.
- 2.4 Repairs, cost estimates, maintenance and services will be calculated pursuant to the hourly invoicing rates valid at the time the order was issued plus service preparation time, travel time, travel costs, per diem allowances, accommodation costs and other fees (e. g. any toll fees incurred, etc.).

3. Transfer of risk

- 3.1 With deliveries, the risk is transferred to the customer on handover to a transport company, at the latest, however, when the goods leave the plant or warehouse of DUS GmbH.

If the goods are ready for shipment and the shipment or acceptance is delayed for reasons DUS GmbH is not responsible for, the risk is transferred to the customer as soon as DUS GmbH has announced the readiness for shipment to the customer.

4. Terms of payment

- 4.1 Unless explicitly agreed, invoices are to be paid within 30 days of the date of invoice. After this period has expired, the customer falls into arrears with payment.
- 4.2 The receivables of DUS GmbH become due immediately if insolvency proceedings are begun against the assets of the customer or if there become known facts that indicate a fundamental deterioration in the assets. In these cases, DUS GmbH is entitled to make further deliveries or services dependent on an advance payment or the provision of corresponding securities.
- 4.3 No deductions, discounts or other allowances will be granted if the customer is in arrears with payments for earlier deliveries.
- 4.4 The customer is only entitled to retain payments or offset with counterclaims if its counterclaims are undisputed or have been established as final and absolute.

5. Delivery time, delay in delivery

- 5.1 The compliance with deadlines for deliveries and services necessitates the timely receipt of all documents to be provided by the customer, the necessary permits and approvals, in particular of plans and the timely and orderly fulfillment of other obligations of the customer. If this is not done and delays result, the deadlines will be extended correspondingly.
- 5.2 If the failure to meet deadlines is attributable to force majeure, e. g. mobilization, war, uprising or similar events, e. g. strike or lock-out, the periods shall be extended accordingly.

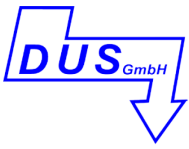
- 5.3 Agreements on deadlines, in particular for implementation and completion, must be made in writing to be binding.
- 5.4 If DUS GmbH is in arrears, the customer is initially obligated to set an appropriate deadline for subsequent fulfillment. If DUS GmbH does not then deliver either, the customer is obligated to issue a further subsequent deadline before withdrawing from the contract or filing claims for compensation. Written form is required for this. If DUS GmbH so requests, the customer is also obligated to declare within an appropriate period whether it is withdrawing from the contract due to the delay in delivery or insisting on delivery.
- 5.5 If the shipment or delivery is delayed at the customer's request by more than one month after notification of the readiness for shipment, the customer can be charged a storage fee of 0.5% of the price of the items of the delivery, at the most, however, 5% in total, for each month commenced. The contractual partners are at liberty to provide evidence of higher or lower storage costs.

6. Acceptance

Acceptance only takes place if this results from the statutory provisions or the Parties have explicitly agreed this in text form.

7. Warranty

- 7.1 If DUS GmbH provides purely services pursuant to Section 611 of the German Civil Code (BGB), there is no entitlement to warranty.
- 7.2 DUS GmbH assumes no guarantees for the quality of the services or supplies. Product and service information are used only to determine the agreed quality pursuant to Sections 434 and 633 of the German Civil Code (BGB). The adoption of a quality guarantee that goes beyond this necessitates that DUS GmbH explicitly declare in written form that it will adopt a guarantee that goes beyond the statutory claims of the customer and that gives the customer claims independently of statutory rights.
- 7.3 Claims for defects do not exist with insignificant deviation from the agreed quality, with only insignificant impairment of the usability, with natural wear and tear and with non-reproducible software faults. The contracting parties are agreed that it is not possible, based on the state of the art, to develop software such that it remains free of errors for all application conditions. Software delivered by DUS GmbH is therefore deemed to have the agreed quality if errors, omissions or



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discrepancies that are present have no significant impact on the functionality or usability.

- 7.4 The customer must notify DUS GmbH immediately in writing of defects in deliveries and provide detailed information in this respect with regard to the defect and its impact. The period of guarantee starts with the date of issue of the delivery note and/or handover of the (partial) delivery.
- 7.5 With notice of defects, payments of the customer may only be retained in an appropriate ratio to the material defects that have occurred. The customer can only retain payments in the event of a notice of defect that is justified without doubt. If the notice of defect is not justified, DUS GmbH is entitled to demand compensation from the customer for the costs that it has incurred.
- 7.6 Any defects will be corrected by means of subsequent fulfillment. The subsequent fulfillment is carried out at the discretion of DUS GmbH by means of repair or delivery of defect-free goods or the production of a defect-free work. The entitlement to subsequent fulfillment does not cover the elimination of errors or functional disruptions that have been caused by external influences not envisaged pursuant to the contractual use, operational errors, third-party products integrated by the customer, or similar.
7. If the subsequent fulfillment fails, or if DUS GmbH cannot correct a defect within an appropriate period set by the customer, the customer can withdraw from the contract, irrespective of any claims for compensation, or reduce the remuneration. With contracts for works and services, the customer is also entitled to correct the defect itself and to demand compensation from DUS GmbH for the corresponding costs.
- 7.8 Claims by the customer for costs necessary for the purpose of subsequent fulfillment, in particular, transport, travel, work and material costs, are excluded if costs are increased because the object of the delivery has subsequently been brought to a location other than the subsidiary of the customer, unless the transport is compliant with its intended use.
- 7.9 Rights of DUS GmbH to recourse against the pre-supplier are based on § 478 of the German Civil Code (BGB) unless DUS GmbH has reached another agreement in text form with the customer.

8. Liability for compensation

- 8.1 Claims from the customer for compensation or reimbursement of expenses that go beyond the provision in Clause 8 (hereinafter referred to as: claims for compensation), irrespective of the legal basis for this, in particular for breach of obligations from the contractual relationship and from impermissible activities, are excluded.
- 8.2 This does not apply if liability is mandatory, e. g. pursuant to the Product Liability Act, in cases of intent, gross negligence, due to death, physical injury or impaired health, or due to a breach of fundamental contractual obligations. The claim for compensation for the breach of fundamental contractual obligations, however, is restricted to the foreseeable loss or damage typical of such contracts if no willful intent or gross negligence exists or liability exists due to due to death, physical injury or impaired health.
- 8.3 The customer is obligated to make data backups and in the event of any loss of data must ensure that the data can be reconstructed with justifiable effort through the provision of data in machine-readable form. In all cases, the customer is liable for the damage incurred as a result of the loss of the data after delivery.

9. Period of limitation

The period of limitation for claims pursuant to Clauses 7 and 8 is one year. This does not apply if pursuant to § 438 (1)(2) (buildings and objects for buildings), 479 (1) (right of recourse) and § 634 a of the German Civil Code (BGB; construction defects) longer periods are stipulated, or in the cases of death, physical injury or impaired health, with willful or grossly negligent breach of obligation or with claims for compensation pursuant to the Product Liability Act.

10. Retention of title

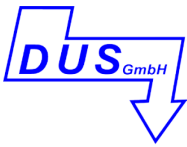
- 10.1 The objects of delivery (retained goods) remain the property of DUS GmbH until fulfillment of all claims to which it is entitled towards the customer arising from the business relationship. If the value of all security interests to which DUS GmbH is entitled exceeds the amount of all secured claims by more than 20%, DUS GmbH will release at the customer's request a corresponding part of the security interests.
- 10.2 While retention of title exists, the customer is forbidden from pledging or transferring security and only permitted to sell on to resellers in the usual business process and only under the condition that the reseller receives payment from its customer or makes the reservation that the ownership is not transferred to the customer until the latter has fulfilled its payment obligations.
- 10.3 The customer must notify DUS GmbH immediately in the event of pledgings, confiscations or other disposals, or in the event of intervention by third parties.

11. Embargo provisions

The customer is responsible for complying with export and embargo provisions.

12. Place of fulfillment and jurisdiction

- 12.1 The place of fulfillment for all obligations of the customer shall be the registered office of DUS GmbH.
- 12.2 When the customer is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the



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registered office of DUS GmbH. DUS GmbH is, however, also entitled to file a legal action at the place of the customer's registered office.

- 12.3 German material law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) applies for the legal relationships in connection with this contract.

13. Miscellaneous

- 13.1 If individual provisions of these terms and conditions of business should be invalid in their entirety or in part, the validity of the remaining provisions shall remain hereby unaffected.
- 13.2 If these terms and conditions of business are produced in German and English, the German version is explicitly the decisive version.