

General Terms and Conditions

valid from 02/04/2013

I. Scope

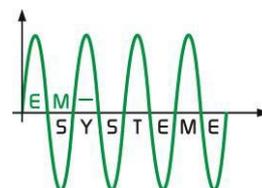
- 1.1. The following terms and conditions shall apply exclusively to all contractual relationships involving supplies and services of EM-Systeme GmbH.
- 1.2. The recommended provisions of the VDMA (German Mechanical- and Plant Engineering Association) shall also apply to all contractual relationships.
- 1.3. Conflicting terms and conditions of the Orderer shall not apply, unless we have expressly agreed to the provisions in writing.

II. Offer

- 2.1. The Supplier's offer is valid for the specified period or 30 days after preparation of the offer. An order is considered as accepted only if the order has been confirmed in writing.
- 2.2. The Supplier expressly reserves the proprietary right or copyright to the drawings, illustrations, and information produced by the Supplier.
- 2.3. The Orderer is subject to secrecy regarding the information/drawings/documents etc. provided to the said Orderer by the Supplier; these may not be made accessible to third parties and must be returned to the Supplier if the job order is not placed.

III. Prices and payment

- 3.1. The prices are quoted ex works without packaging, shipping (without customs fees or the like) and without VAT. These costs must be borne by the Orderer additionally.



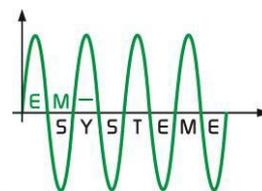
- 3.2. The Orderer's right of retention or set-off against counterclaims shall only be entitled to the Orderer if these counterclaims are undisputed or legally binding.
- 3.3. If a significant deterioration in the financial circumstances of the Orderer occurs after the job order has been placed or if we become aware of a deterioration in the financial situation that has occurred before the job order is placed, we are entitled to demand either advance payment or security at our own discretion.

IV. Delivery time, delays in delivery

- 4.1. The delivery time results from the written agreements between the Orderer and the Supplier and depends, among other things, on the provision of all necessary documents (for example, plans, drawings, etc.).
- 4.2. If the delivery time cannot be met due to unavoidable events or force majeure (such as labour disputes), the delivery time will be extended appropriately by the duration of these circumstances.
- 4.3. The Orderer must be informed immediately of any delay. Claims for damages cannot be asserted in this case.
- 4.4. Should delivery be impossible for the Supplier for the reasons stated above, the Orderer has the right to withdraw from the Contract without setting any deadline.

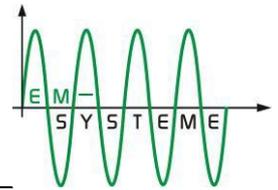
V. Objections and complaints due to deficiencies

- 5.1. Objections due to identifiable defects or due to recognisable incomplete or incorrect delivery must be notified to us in writing immediately, at the latest 7 days after receipt.
- 5.2. In the event of late notification of objections or complaints regarding deficiencies, the delivery shall be deemed approved. In the case of timely notification, the warranty is based on sub-paragraph 6



VI. Warranty

- 6.1. Changes in the design or execution, which affect neither the functionality nor the value of the goods, are reserved and are not a defect, provided they do not affect the usability for the contractually intended purpose.
- 6.2. Guarantees are given only in writing.
- 6.3. If there is a defect, we are entitled to supplementary performance by removal of the defect or delivery of a defect-free item (replacement service). We are entitled to the right to choose between defect removal and replacement delivery. Our right to entirely refuse rework or replacement due to disproportionate costs (Article 439 Paragraph 3 of the BGB) shall remain unaffected. However, the Orderer is entitled to withdraw from the Contract or to demand a reduction in the purchase price if the supplementary performance fails, is impossible in particular, fails within a reasonable period, is refused by us, or culpably delayed by us.
- 6.4. Replaced parts shall become our property.
- 6.5. We do not assume any warranty for damages that developed after passing of risk to the Orderer due to unsuitable or improper dispatch, incorrect assembly or commissioning by the Orderer or third parties, changes and attachments not expressly permitted by us, natural wear, faulty or careless treatment by the Orderer or third parties, improper storage, climatic effects as well as non-reproducible software errors, etc.
- 6.6. In order to carry out the rework or replacement, the Orderer has to give us the necessary time and opportunity, otherwise we are exempt from the liability for defects.
- 6.7. We may refuse the rework or replacement as long as the Orderer has not fulfilled all their obligations, which are not related to the defective part of the goods.
- 6.8. The warranty period is 12 months from delivery of the item.
- 6.9. The warranty obligation for rework, replacement deliveries or replacement services is for six months - it continues at least until expiration of the original warranty obligation of the delivery item.



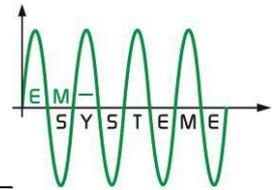
6.10. The Orderer's claims for damages and reimbursement of expenses due to any deficiency shall be based on sub-paragraph 7 of these terms and conditions.

VII. Claims for damages and reimbursement of expenses

- 7.1. If any damage is caused by a breach of duty by us, we shall not be liable for damages or reimbursement of expenses if we can prove that we are not responsible for the breach of duty. If we are responsible for the breach of duty, we shall be liable for damages or reimbursement of expenses in accordance with the statutory provisions, unless otherwise specified in paragraphs 2 and 3.
- 7.2. In the case of slight negligence, we shall not be liable for damages or reimbursement of expenses. In particular, we shall not be liable for loss of profits or other financial losses of the Orderer caused by slight negligence.
- 7.3. The disclaimer in accordance with paragraph 2 does not apply to claims arising from a guarantee, in the case of injury to life, body or health, for claims under the Product Liability Act, as well as claims for slightly negligent violation of essential contractual obligations. However, in the case of slightly negligent breach of contractual obligations, the fulfilment of which enables the proper execution of the Contract in the first place and on the compliance of which the Contractual Partner may consistently rely (essential contractual obligations), the liability is limited to the compensation of the typical damage foreseeable during the conclusion of the Contract.
- 7.4. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, representatives, and vicarious agents.

VIII. Withdrawal in the case of breach of duty

- 8.1. The Orderer is not entitled to a right of withdrawal because of a service not provided by us or not in accordance with the Contract, if we are not responsible for the breach of duty.
- 8.2. Sub-paragraph 8.1 does not apply if special agreements (such as a fixed transaction) result in the Orderer's right of withdrawal irrespective of fault. Furthermore, sub-paragraph 8.1 does not apply to a defect in the goods; in this case, the statutory regulations of the



laws on purchase contract or service contract shall apply, insofar as this was not regulated differently in these terms and conditions.

IX. Retention of title

- 9.1. The goods delivered by us shall remain our property until the Orderer has paid all receivables that we have against them under the ongoing business relationship. Bills of exchange and cheques are only valid as payment after their redemption.
- 9.2. The Orderer may neither mortgage, sell, or surrender the object for security. Seizure of the goods subject to retention of title by third parties must be reported to us without delay, enclosing the seizure record (copy).

X. Software use

- 10.1. The Orderer is granted the right to use the supplied software for the designated delivery item. Any other type of use is prohibited.

XI. Property right infringements

- 11.1. The Supplier warrants that no patents or other industrial property rights or copyrights of third parties exist at the time of transfer of risk.
- 11.2. The Orderer warrants that the designs/instructions provided by them also do not infringe any third-party property rights

XII. Place of jurisdiction

- 12.1 Place of fulfilment for supplies and services is the registered place of business of the EM-Systeme GmbH company. Place of fulfilment for payments is Oberhausen.
- 12.2. The law of the Federal Republic of Germany shall apply.