

General Terms and Conditions of Vistron Gesellschaft für Systemintegration mbH (Vistron)

1. Scope

a. These general terms and conditions apply exclusively to companies or legal entities under public law. Buyer's terms and conditions that are in conflict or that differ from these our general terms and conditions are only accepted if we expressly agree in writing to the validity.

2. Applicable Law & Jurisdiction

a. The validity, construction and performance of this contract shall be governed by the law of the Federal Republic of Germany. The contract shall not include, incorporate or be subject to the provisions of the UN Convention on Contracts for the International Sales of Goods.

b. Place of fulfilment and exclusive place of jurisdiction for all disputes arising from this contract is Vistron's registered office.

3. Offer Validity and Conclusion of Contract

a. Offers have a validity of 30 days and are non-binding. Vistron reserves the right to withdraw an offer at any time prior to its acceptance by the buyer.

b. If a purchase order can be interpreted as a counter offer, we can accept it within two weeks.

4. Prices and Payment of the Purchase Price

a. Unless otherwise agreed in writing, our prices are ex works Incoterms 2010, excluding packaging and plus value added tax in the respectively valid amount, customs, import turnover tax, bank charges, etc.

b. The contract price, as well as the conditions of payment, are indicated in our offer.

c. Reasonable price changes remain reserved for deliveries made three months or later after conclusion of the contract because of changes in wages, material and distribution costs and, in particular, due to a change in the laws of the customer's country coming into force after the conclusion of the contract.

d. Installation and training delays for which Vistron isn't responsible for may be charged by Vistron, according to the hourly rates applicable at the time the service is rendered.

5. Delivery Time

a. Meeting the contractually agreed upon delivery time by Vistron requires the timely and proper fulfillment of the obligations of the buyer. Claiming an unfulfilled contract remains reserved.

b. If the buyer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred in this respect, including any additional expenses. Further claims are reserved.

c. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the buyer at the time when the latter is in default of acceptance or payment.

6. Force Majeure

a. If a party to the contract is unable or late to fulfill any obligation under the contract, that party shall not be in default of contract and no compensation, whether by contract or by statute, shall be payable if the event leading to prevention or delay is outside of the party's reasonable control and is therefore considered to be force majeure.

7. Transfer of Risk and Incoterms

a. If the goods are dispatched to the buyer at the buyer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the buyer upon dispatch to the buyer, at the latest when leaving the factory/warehouse. This applies regardless of whether the shipment of the goods is from the place of fulfilment or who bears the freight costs.

b. If the term Incoterms 2010 is used in the order, Incoterms 2010 includes both, Incoterms 2010 and the accepted rules of interpretation of such, issued by the International Chamber of Commerce.

8. Retention of Title

a. We reserve the title of the delivered goods until full payment of all claims from the purchase contract. We are entitled to take back the purchased goods if the buyer behaves contrary to the contract.

b. The buyer is obliged, as long as the title of the goods has not been transferred to him, to treat the purchased goods with care. In particular, he is obliged to insure the goods at his own expense against theft, fire and water damage, etc. at new value.

c. As long as the title has not been transferred, the buyer must notify Vistron immediately in writing if the delivered goods are seized or subjected to other interventions by third parties. Insofar as the third

party is unable to reimburse us for any legal and extrajudicial costs of a possible claim, the buyer is liable for the loss incurred by us.

d. The buyer is not entitled to resell the reserved goods in the normal course of business. Also, modifications and changes to the purchased goods by the buyer are not permitted as long as title has not yet passed.

9. Warranty

a. Warranty rights of the buyer presuppose that the customer brings his claim immediately and in writing to the attention of the seller. If the buyer doesn't notify Vistron within 14 days of discovery of the defect, Vistron shall be released completely from his warranty obligation.

b. Warranty claims expire 12 months after delivery of the goods to the buyer, but no later than 15 months after notification of readiness for shipment.

c. For damages in case of intent and gross negligence as well as injury to life, body and health, which are based on an intentional or negligent breach of duty of the user, the statutory limitation period applies.

d. Before any return of the purchased goods or parts of the purchased goods, Vistron's consent must be obtained.

e. If, despite all due care, the delivered goods have a defect that was already present at the time of transfer of risk, Vistron will repair the goods, subject to the timely notice of defect, at our discretion or replace the goods. Vistron always has the opportunity to provide supplementary service within a reasonable period of time.

f. If the subsequent service fails, the buyer can withdraw from the contract or reduce the purchase price appropriately.

g. Claims for defects shall not exist in the case of insignificant deviation from the agreed quality, in the case of only insignificant impairment of usefulness, natural wear or tear and damage after the transfer of risk as a result of faulty or negligent treatment, excessive use, unsuitable equipment, defective construction work, unsuitable ground or due to special external influences that are not required under the contract. If the purchaser or third party undertakes improper repair work or changes, there are no claims for defects for these and the resulting consequences.

h. Claims by the purchaser for the expenses required for the purpose of subsequent service, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by Vistron are subsequently moved to a location other than the purchaser's branch unless the shipment complies with its intended use.

i. The repair of the purchased goods or the replacement of the defective parts represents the full and complete satisfaction of all claims of the buyer under this warranty. Vistron is not responsible to the buyer for the compensation of any lost profits or for any other loss or consequential damage, regardless from their origin.

10. Limitation of Responsibility

a. The buyer's sole remedies for any claims of any kind with respect to the purchased goods and any other performance of the seller or in relation to the manufacture, sale, fulfilment, use, repair, maintenance or exchange of the goods or parts thereof, including liability arising out of the contract, negligence, wilful intent, or any other tort, shall be limited to the claims set out in the warranty section of these General Terms and Conditions. This regulation applies only to the extent that it does not violate applicable law.

11. Liability of the contracting parties

a. Vistron indemnifies the Buyer, its employees, agents and subcontractors for any loss or liability or claims relating to personal injury or death or damage to property of any kind resulting from the fault, gross negligence or wilful intent of Vistron 's employees or his representatives or subcontractors.

b. The Buyer indemnifies Vistron, its employees, agents and subcontractors for any loss or liability or claims relating to personal injury or death or damage to property of any kind resulting from the fault, gross negligence or wilful intent of Buyer's or employees his representatives or subcontractors.

c. Without limiting the general contract terms, Vistron is not liable for incidental and consequential damage to the buyer, of any kind.

d. Irrespective of the other clauses of these General Terms and Conditions, the accumulated liability of Vistron against claims of the buyer, its employees, representatives and subcontractors, regardless of their nature, is limited to the contract price.

12. Submitted documents

a. Vistron reserves ownership and copyrights to documents provided by Vistron to the buyer in connection with the placing of order, such as e.g. calculations, drawings, etc. These documents shall be treated as confidential and shall not be made accessible to third parties unless Vistron gives the buyer an written consent. As far as Vistron doesn't accept a counter offer of the buyer within the period as per clause 3b, these documents are to be returned to Vistron immediately.

13. Software

a. The software contained in the purchased system is licensed to the buyer by Vistron and not sold. The license allows the buyer the unlimited use of the software in connection with the subject of the contract. The software may not be downloaded, copied, decompiled or altered by the buyer.

14. Exclusivity and Changes

a. All agreements made between the parties for the purpose of executing this contract are set out here in writing. There are no verbal, written or other ancillary agreements, reservations or conditions that have not become invalid as a result of this.

b. Changes to the contract must be in writing and must be signed by both parties.

15. Severability Clause

a. In the event that a clause in this agreement is or becomes invalid, this shall not affect the validity of the remaining clauses. The parties will, if possible, replace the invalid clause with a new, valid clause that comes closest to the original purpose of the invalid clause.