

General Terms and Conditions of Purchasing

of Ultratronik GmbH, Ultratronik Vertriebs GmbH and Imago Design GmbH

1. Scope

These conditions of purchase apply to all orders and contracts, including all future legal relations of Ultratronik GmbH, Ultratronik Vertriebs GmbH and Imago Design GmbH ("Ultratronik") with the supplier and its successors. Conflicting provisions and conditions of the supplier are hereby expressly prohibited. This also applies to commercial letters of confirmation of the supplier, provided that they refer to different terms and conditions of the supplier.

The same applies to provisions of the supplier that are not explicitly listed in the Conditions of Purchasing of Ultratronik. Here it can be assumed that the Conditions of Purchasing of Ultratronik do not contain unconscious gaps, but govern the entire relationship with the supplier, unless otherwise expressly agreed in writing.

Does the supplier not want to recognize our Conditions of Purchasing completely or partially as integral parts of the contracts, he has to contradict expressly in writing. A mere reference to its own general terms and conditions shall not be deemed sufficient and does not constitute a contradiction.

2. Conclusion of Contract

2.1 Mere requests for quotes from Ultratronik in terms of availability, item, quantity, price, delivery time, inter alia, does not constitute a legally binding offer.

2.2 Our order shall be deemed accepted by the supplier if it does not from receipt of the order of objects within a period of 5 working days. A written or electronic acknowledgment of receipt of our order must be received by us within 24 hours from receipt of the order. The order confirmation has to be received by us within 5 working days from receipt of our order.

Differ

2.3 If supplier wants to deviate from our order entirely or partially, he has in detail within the regulated time frame in section 2.2 to point out any of these deviation. This modification of the vendor shall be deemed as a new offer by the supplier. If not the contract comes effective with the content of our order. If the deviating order confirmation by supplier under the requirements of Clause 2.3, sentence 1, so Ultratronik is not obliged to accept this modified offer. A silence of Ultratronik thereon does not constitute acceptance of this modified offer.

3. Order and invoice requirements

3.1 The entire order processing shall be carried out solely in cooperation with our purchasing department.

3.2 In confirmations, delivery notes, invoices and other correspondence of the supplier following particulars are always indispensable and must include:

- our order number
- the number of units
- the number of units Price
- the final price
- the Ultratronik part or item number
- the part number from the manufacturer
- serial number
- Date Code

3.3 Supplier's invoices that do not meet the condition set out in paragraph 3.2, shall apply as long as not created until these conditions have not been rescheduled. As long as they trigger any legal obligations for Ultratronik.

4. Prices, payment, assignment

4.1 The agreed prices are fixed prices. Subsequent price increases are excluded.

4.2 The statutory value added tax is included in the price and will be shown separately on the invoices of the suppliers.

4.3 Ultratronik pays the purchase price after receipt of the goods free of defects and the proper invoice (see. Section 3.3) within 14 days with 3% discount, with 2% discount within 30 days or within 60 days net.

4.4 Payment of the invoice does not constitute an acknowledgment of the goods or services constitutes a defect-free, contract-compliant or complete delivery or service.

4.5 The assignment, security assignment or pledge of claims against

Ultratronik to third parties is only permitted with the written consent of Ultratronik.

5. Delivery, delivery time, delay in delivery, contractual penalty, the transfer of risk

5.1 Delivery shall be made "DDP". The cost of proper packaging, shipping and sufficient insurance borne by the supplier

5.2 The delivery date specified in the order is binding for the supplier. Delivery date is always defined as the date of arrival at Ultratronik or at the place of delivery specified by us.

5.3 The delivery is just considered as timely delivered, if it is complete, this means also that the supplier shall provide all inspection records, quality documents, material tests and other documents, if due within the agreed delivery date.

5.4 The supplier shall be in default if delivery failed completely (see. Section 5.3) at the agreed location (see. Section 5.1) and no later than upon expiry of the last day of the agreed delivery date (see. Section 5.2) is carried out. Delay does not occur when the supplier can prove that he was not responsible for the delay. The supplier is obliged, prior to any acceptance of an order to ensure that he can also procure the goods. He assures acceptance of the order, having secured enough about the availability of the goods. He is obliged to ensure sufficient coverage.

In case of default of the supplier Ultratronik is entitled at its option to demand compensation for damages, for delay damages, for compensation for wasted expenditure, and withdraw from the contract or to reduce the purchase price accordingly.

Since Ultratronik is not usually ordering on stock and even tied in time to its customers, the interests of Ultratronik are dependent from absolute compliance with delivery periods. Therefore, we can withdraw from the contract without a period of grace in case of delay in delivery.

5.5 Acceptance of a delayed delivery does not constitute a waiver of default claims. Also a non-agreed partial delivery does not fulfill the contract.

5.6 In case of total or partial delay in delivery of the supplier Ultratronik is entitled to demand a contractual penalty in the amount of a flat-rate of 0.5% per day of the net purchase price (excluding VAT) of the goods in default, for the first time from the 10th day after the occurrence of the delay in delivery. The penalty for each shipment is limited to 10% of the net purchase price.

The assertion of further claims for damages resulting from default shall remain unaffected.

5.7 The risk of accidental loss or accidental deterioration shall only be at the time of goods receipt at Ultratronik.

6. Acceptance of goods

Ultratronik is entitled to not accept goods wholly or partly and return at the expense and risk of the supplier, or to provide him for pickup, if the goods are not free from material and legal defects, or the agreed terms, or do not comply with samples agreed on.

7. Warranty

7.1 The warranty is based on the statutory provisions, if not deviated in the following.

7.2 The supplier warrants that the goods have the agreed quality.

7.3 The supplier guarantees that the goods comply with the latest technology and the goods all relevant global regulations, rules, regulations and directives.

7.4 The applicability of § 377 HGB (inspection and notification obligation) is waived. Ultratronik performs a goods receipt inspection so far, as that it is limited to the spot check is whether the goods supplied matches the respective be-set amount and not provided with obvious externally visible transport damages, in which case only the examination of the outer packaging is carried out. For these aforementioned defects a complaint period of 2 weeks from delivery applies. For all open defects and hidden defects a complaint period applies of 2 weeks from discovery of the defect. In no event shall the payment of the invoice shall be deemed as approval of the delivery or service.

7.5 The statutory warranty claims are entitled to the full and unlimited to Ultratronik. Ultratronik is especially entitled to demand a

General Terms and Conditions of Purchasing

of Ultratronik GmbH, Ultratronik Vertriebs GmbH and Imago Design GmbH

faultless item by the supplier or of choice of Ultratronik remedy the defect or performance. In this case the supplier has to bear the necessary expenses for the purpose of subsequent delivery.

- 7.6. The legal claims for damages are entitled to full and unlimited to Ultratronik. These also include the costs arising from the inspection and sorting of defective goods costs. If the deficiency is discovered in the processing or working during installation or obstruct of the goods, Ultratronik is entitled to demand payment from the supplier for the costs incurred until then. Compensation of damages include all third-party claims that are made against us because of defective goods by the supplier. The supplier undertakes to indemnify us from these claims of third parties upon first request.
- 7.7 The supplier shall maintain a suitable type and scope, the latest state of the art appropriate quality assurance and environmental management.
- 7.8 The warranty period is 36 months after delivery of the goods build in or not, maximum of 48 months after the transfer of risk of the goods to us, unless otherwise expressly agreed or longer periods are prescribed by law. In all cases of subsequent delivery the aforementioned periods start again from the date of delivery of the replacement goods or repaired goods.

8. Product Liability

- 8.1 If Ultratronik is claimed because of product liability due to defective goods of supplier Ultratronik is entitled to demand compensation even after the warranty period caused by the replacement of the defective goods damage from the vendor. In these cases, the supplier must also reimburse those expenses, arising out of or in connection with a recall action, in particular the cost of retrofitting and repairs, additional delivery and the installation and removal of the respective contractual items.
- 8.2. The supplier is obliged to maintain an appropriate product liability including recall insurance at an appropriate level. He is always obliged at the first request to confirm this to Ultratronik by submitting the insurance policy.

9. Third party rights

- 9.1 The supplier warrants that it purchases the contract goods procured by Ultratronik free of intellectual property rights, copy-rights, or other third party rights, which exclude, impair or limit Ultratronik and its customers in the proper use and processing of the contractual items.
- 9.2 The supplier shall indemnify Ultratronik from all third party claims for any of the aforementioned cases and bears all expenses incurred by Ultratronik in this context.
- 9.3 If Ultratronik is availed by third parties for infringement of intellectual property rights of the contractual items, Ultratronik is entitled at any time to acquire at supplier's expense, all rights from the copyright holders (eg. Licenses) that the contracted unimpaired use and exploitation of the goods delivered for Ultratronik permit.

10. Liability / Further Claims for damages

The supplier is liable to Ultratronik, regardless of the nature of the breach, particular from impossibility, delay, poor performance, tort, liability in contract negotiations, among other things, for any negligence and intent unlimited. Disclaimers or limitations of liability of the supplier is expressly prohibited.

11. Obligation to traceability of an error / Traceability

The supplier shall by appropriate measures ensure (for example, Marking the contractual items) that he can immediately when an error occurs trace which other contractual items may be affected by the corresponding errors.

12. Electrical and Electronic Equipment / WEEE / RoHS2

The supplier assures that he complies to the European Electrical and Electrical Equipment Act (ElektroG) in its current version, as well as RoHS II - EC Directive 2011/65 / EU for restricting the use of certain hazardous substances in electrical and electronic equipment likewise in their respective current version, and in the event that it is a manu-

facturer within the meaning of ElektroG, it has fulfilled its respective registration.

13. Property Rights

- 13.1 If parts are provided by Ultratronik for the production at the supplier, and / or drawings, designs, models, tools, test equipment, process descriptions and the like are provided to the supplier by Ultratronik, this remains property of Ultratronik. These must be labeled by the supplier as such and be stored properly separated from other goods and to be insured at the expense of the supplier.
- 13.2 The processing or transformation of parts provided under paragraph 13.1 by the supplier is made for Ultratronik. In the case of processing or mixing Ultratronik acquires joint ownership of the new item in proportion to the value of the matter of Ultratronik to the other processed items at the time of processing.
- 13.3 Drawings, designs, models, tools, test equipment, and the like, which the supplier made for Ultratronik, go to our property.
- 13.4 Ultratronik recognizes with respect to the goods delivered to Ultratronik to only a simple retention of title.

14. Business Ethics

The supplier undertakes to comply with the BSCI Code of Conduct (www.bsci-intl.org).

Furthermore, the supplier will ensure that the BSCI code of conduct is passed along the whole supply chain and likewise adhered to by upstream suppliers.

15. Confidentiality

The supplier is obliged to treat all other information pertaining not only to the general state of the art or will be apparent, and which were made known to him by the relationship with Ultratronik, or are known to be kept secret and not to make known to third parties, if this is not the explicit consent of Ultratronik issued. This also applies to drawings, designs, models, tools, test equipment, procedures and the like, regardless of whether the supplier has received these by provided by us, or she has made for us.

The supplier is without, provide our express consent, not allowed to provide to third parties parts, which correspond exactly to the specifications of Ultratronik, or thereof only by minor differences. This does not apply for parts, which are already available in the market prior to our order.

16. Writing requirement

If not otherwise agreed for standard order processing electronic mail (e.g. e-mail, fax), without personal name signature is sufficient. For all other declarations with legal binding character the written form is required. Amendments to this written form requirement can only be made in writing.

17. Place of performance, jurisdiction and applicable law

- 17.1 Place of performance for both parties is the place of the registered office of Ultratronik.
- 17.2 Jurisdiction is Munich. Ultratronik is entitled to sue the supplier at other permissible jurisdictions.
- 17.3 German law applies exclusively to the legal relations between Ultratronik and the supplier. The validity of the UN Sales Convention (CISG) is expressly excluded.

18. Severability Clause

If any provision of these Conditions of Purchase be or become invalid wholly or partly, the validity of the remaining provisions shall not be affected. In place of ineffective regulations the one legally admissible provision which corresponds to the intended economic purpose or comes closest. The same applies to an unintended loophole.