

Terms and Conditions of Sale and Delivery

of Ultratronik GmbH and Ultratronik Vertriebs GmbH

Overview:

1. General points
2. Offers and orders
3. Prices and terms of payment
4. Delivery and hindrances to delivery
5. Passing of risk
6. Contractual penalty
7. Retention of title
8. Liability for material defects
9. Claims for compensation/liability
10. Product liability
11. Open Source Software
12. Place of performance, place of jurisdiction and applicable law
13. Invalidity clause

1. General points

All deliveries, services and offers from Ultratronik Vertriebs GmbH and Ultratronik GmbH (hereinafter jointly referred to as "Ultratronik") shall be exclusively on the basis of the following terms and conditions: These terms and conditions shall be applicable to all agreements with contractors, legal entities under public law and separate estates under public law for the duration of the business relationship even if not specifically referred to in subsequent transactions. It is hereby explicitly stated that these terms and conditions take precedence over any divergent terms and conditions of business or purchase specified by the customer.

2. Offers and orders

- 2.1. Ultratronik's offers are always subject to confirmation and are non-binding.
- 2.2. Guarantees and warranties shall be considered provided only if explicitly indicated by Ultratronik. Descriptions in prospectuses, information on the internet or the like shall not constitute guarantees or warranties at any time.
- 2.3. Ultratronik reserves the ownership and copyright to cost data, drawings and other documents. These shall not be made available to third parties without explicit consent and must be returned promptly upon request if the order is not awarded to Ultratronik.
- 2.4. Orders awarded to Ultratronik shall be considered accepted only after explicit confirmation by Ultratronik.
- 2.5. If the customer cancels the order within 4 weeks of award and before confirmation by Ultratronik, it shall be liable for all costs and expenses incurred by Ultratronik in relying on the customer's binding offer.

3. Prices and terms of payment

- 3.1. The prices specified by Ultratronik in the order confirmation shall be authoritative.
- 3.2. Prices shall be net ex works. Costs of packaging, shipping, customs, charges, fees, and insurance shall be borne by the customer and invoiced separately.
- 3.3. If acquisition costs due to currency fluctuation, taxes, customs duties, freight charges, charges or fees of any kind that affect the sales price change between the date of conclusion of an agreement and its performance, Ultratronik shall be entitled to amend the price to be paid by the customer correspondingly. Price increases shall be confined to Ultratronik's prevailing price on the market and to the herein defined and changing cost factor(s).
- 3.4. Ultratronik's invoices must be settled within 30 days from the date of invoice without any deductions unless the parties to the agreement arrange other terms of payment in the individual case. Ultratronik reserves the right to make delivery contingent on (partial) advance payment.
- 3.5. Bills of exchange and checks shall be accepted only by explicit arrangement and only on account of performance. The customer shall bear all discounting charges and other collection costs. Ultratronik does not assume any guarantee for punctual collection or timely protest.
- 3.6. For partial deliveries made by Ultratronik in accordance with item 4.3, the customer must pay in conformance with these terms and conditions.

Terms and Conditions of Sale and Delivery

of Ultratronik GmbH and Ultratronik Vertriebs GmbH

- 3.7. Customer payments shall always be applied against the oldest liabilities in the business relationship first. For costs and interest that have been incurred, Ultratronik shall be entitled to credit payments first to costs, then to interest, and finally to the primary obligation.
- 3.8. In the event of payment difficulties by the customer, especially delays in payment by the customer or claims procedures for claims arising out of checks/bills of exchange, or if there is good reason after conclusion of the agreement to doubt the customer's solvency or credibility, Ultratronik shall be entitled to declare all outstanding invoice amounts under the business relationship as immediately due and to demand cash payment or security deposits against the return of bills of exchange received on account of performance, or to rescind from the agreement.
- 3.9. If the customer fails to pay on time, Ultratronik shall be entitled to demand interest on arrears at 9 percentage points above the prevailing base rate of interest of the German Bundesbank. In addition, the purchaser shall be liable to pay a late fee of 40,- € per case. The right to assert higher claims or other legal claims in the event of default by the customer is reserved.
- 3.10. The customer shall be entitled to set-off or to refuse performance only if the counterclaim is undisputed or recognized by declaratory judgment.
4. Delivery and hindrances to delivery
- 4.1. Delivery times specified are non-binding unless explicitly stipulated otherwise. Ultratronik's commitment to such timeframes shall come to an end if the customer does not meet its contractual obligations, particularly its duties to cooperate, or does not do so in due time.
- 4.2. The period of delivery shall commence upon receipt of the order confirmation from Ultratronik. Delivery deadlines shall be considered adhered to when the goods have left Ultratronik's works before the expiry of the deadline or if the customer has been notified of readiness for shipping by that time.
- 4.3. Ultratronik is entitled to make partial deliveries to a degree deemed reasonable to the customer.
- 4.4. If Ultratronik is late in making delivery, and an appropriate grace period granted to it thereafter expires unutilized, the customer may rescind from the agreement. If the delay or impossibility is confined to partial delivery, the customer may rescind from the entire agreement under the above conditions only if it is objectively disinterested in partial performance.
- 4.5. The delivery timeframe shall be extended by an appropriate period if factors preventing the timely or proper delivery by Ultratronik arise at Ultratronik or its upstream suppliers through no fault of Ultratronik, such as overdue supplies from ancillary suppliers, administrative measures, riots, strikes, lockouts, shortage of staff/energy/transportation resources, delays in the supply of essential raw materials/auxiliary materials/operating supplies or force majeure. If the delivery timeframe is extended by more than 3 months as a result of the above-mentioned factors, either party may rescind from the agreement. Other claims by the customer, especially claims for compensation, shall be excluded. In addition, Ultratronik may also allocate its available production and delivery capacity proportionally to its customers under these circumstances. Ultratronik shall immediately inform all customers affected of the above circumstances.
5. Passing of risk
- 5.1. The risk of accidental destruction or accidental damage to goods that are shipped to the customer at the customer's request shall pass to the customer when the goods have been delivered to the shipping agent, and no later than when they leave the works or the warehouse, irrespective of whether shipment is made from the place of performance and irrespective of who bears the freight costs.
- 5.2. If goods are ready for shipment and shipment or acceptance is delayed for reasons beyond Ultratronik's control, risk shall pass to the customer upon receipt of the notice of readiness for shipment. The customer shall bear all storage costs incurred over the period of the delay.
6. Contractual penalty
- 6.1. If the customer defaults in taking delivery of the purchased object by more than 10 days, and a grace period of 14 days fixed by Ultratronik expires without outcome, Ultratronik shall be entitled to demand a contractual penalty of 0.5% of the total net purchase price for each additional day of delay for a maximum of 5% of the total net purchase price, and to rescind from the agreement. The assertion of other compensation claims for default shall not be affected.
- 6.2. If the customer defaults in taking delivery of individual calls in call-off orders, the worth of the individual call-off amount shall be used in place of the total purchase price. In this case, the right of rescission shall be restricted to that portion of the call-off amount for which the customer defaults in taking delivery.
7. Retention of title
- 7.1. Goods delivered shall remain the property of Ultratronik until all claims arising from the business relationship have been fully paid.
- 7.2. The customer is authorized to resell, reprocess or install goods sold subject to retention of title only in the ordinary course of business under the following terms and conditions and subject to the proviso that the receivables under item 7.4 pass into Ultratronik's ownership. Goods sold subject to retention of title may not be pledged, transferred by way of security or assigned for security purposes.
- 7.3. Should the customer process goods sold subject to retention of title into new movable items, such processing shall be for Ultratronik and Ultratronik shall not incur any obligation through the same. The new goods shall become Ultratronik's property. For goods processed, combined, mixed or mingled with third-party goods, Ultratronik shall acquire co-ownership of the new goods in the ratio of the value of its goods sold subject to retention of title (invoice value) to the total value. The customer shall store goods sold subject to retention of title free of charge for Ultratronik.
- 7.4. The customer hereby assigns to Ultratronik the accounts receivables from the resale of goods sold subject to retention of title in accordance with item 7.2, along with all ancillary rights. If the customer sells the accounts receivables within the framework of true factoring, it shall assign the superseding claim against the factor to Ultratronik. If goods are resold along with other goods regardless of whether or not they were processed,

Terms and Conditions of Sale and Delivery

of Ultratronik GmbH and Ultratronik Vertriebs GmbH

- combined, mixed or mingled, the assignment of future claim shall apply only to the invoice value of the goods sold subject to retention of title. Ultratronik shall accept this assignment respectively.
- 7.5. The customer shall be entitled to collect the receivables assigned provided it complies with its payment obligations. The authorization to collect shall come to an end through cancellation by Ultratronik in case of default of payment by the customer or a sustained deterioration in its financial position. In this event, Ultratronik shall be entitled to notify the purchaser of the assignment and to collect the receivables itself. The customer undertakes to provide Ultratronik all information required to collect the assigned receivables and to permit this information to be verified.
- 7.6. The customer's authorization to sell, process or install goods sold subject to retention of title as well as its right of possession to the goods shall terminate through cancellation by Ultratronik in case of default of payment or a sustained deterioration in the customer's financial position no later than its stoppage of payment or the filing of an application for initiation of insolvency proceedings against its assets. If Ultratronik takes back goods sold subject to retention of title after extinction of the customer's right of possession, a rescission from the agreement is possible only through explicit declaration by Ultratronik. Ultratronik may make satisfaction through a private sale of the goods sold subject to retention of title and subsequently taken back.
- 7.7. At the customer's request, Ultratronik undertakes to optionally release the securities owed to it under the conditions described above to the extent that their value exceeds the receivables to be secured by more than 20% or by more than the maximum percentage rate in effect under currently applicable legal precedents.
- 7.8. The customer must inform Ultratronik promptly of any debt enforcement measures, attachments of property or an exercise of other third-party security interests in the goods sold under retention of title or in the assignment of accounts receivables, and must hand over the documents required for an intervention.
- 7.9. The customer must insure goods sold subject to retention of title against usual risks such as fire, theft and water to the customary extent. The customer hereby assigns to Ultratronik all damage claims due to it resulting from damages of the above-mentioned kinds vis-à-vis insurance companies or other parties liable for damages in the amount of the invoice value of the goods sold subject to retention of title. Ultratronik accepts this assignment.
8. Liability for material defects
- 8.1. Contractors must check delivery items immediately upon receipt. Ultratronik must be notified promptly in writing or in text form of defects of any kind, including under-deliveries or incorrect deliveries, as well as damage in transit. By promptly is meant, in the case of visible defects/incorrect deliveries/under-deliveries, notification within 7 days of delivery, and in the case of latent defects/incorrect deliveries/under-deliveries, at most 14 days after detection or notification of defect/incorrect deliveries/under-deliveries by (end) customers, suppliers or consumers of customers. The customer will lose its right to assert any resultant guarantee claims if it does not comply promptly with its duties of inspection and notification. Under such circumstances, the goods shall be considered accepted.
- 8.2. Minor deviations from agreed quality or minor impairments to usability shall not be construed as material defects. Liability for damages from natural wear and tear, inappropriate or improper use, defective assembly, unauthorized changes, improper tests or other such negligent conduct by the customer shall be excluded.
- 8.3. The customer must promptly notify Ultratronik in writing of any material defects.
- 8.4. If the item supplied is defective, Ultratronik shall have the choice of remedying the defect within an appropriate period of time or supplying a defect-free item (subsequent performance). In case of impossibility or disproportionality in both types of subsequent performance, Ultratronik shall be entitled to decline subsequent performance. Ultratronik shall also be entitled to do so if the customer does not meet its payment obligations with respect to the defect-free portion of the service rendered.
- 8.5. If Ultratronik declines or culpably delays both kinds of subsequent performance, or if subsequent performance is impossible or fails for other reasons, the customer shall be entitled to reduce the purchase price or rescind from the agreement subject to applicable statutory provisions. Ultratronik is entitled to a right of subsequent performance twice before the customer can avail of its other guarantee claims. If the delivery is only partially defective, the customer may rescind from the entire agreement under the above conditions only if it is objectively disinterested in partial performance.
- 8.6. No liability for material defect shall arise in case of normal wear and tear, incorrect storage/handling, non-compliance with operating or maintenance instructions and usage instructions, changes by the customer or third parties, impact of third-party accessories or accessories of any kind (hardware or software) supplied or used by the customer, as well as faulty installation.
- 8.7. In the case of services as well, liability for defects shall be initially restricted to subsequent performance.
- 8.8. If subsequent performance is effected, Ultratronik shall provide a solution that is technically and economically the most favorable. Ultratronik shall be permitted a minimum of two attempts at subsequent improvement before the customer can avail of its right to reduce compensation (reduction) or reverse the agreement (avoidance of sale). The customer undertakes to provide Ultratronik verifiable documents describing the type and occurrence of defects and to cooperate in localizing defects.
- 8.9. Ultratronik shall not be liable for losses, including the loss of files and data, or direct and indirect damages that were not typical for this type of agreement or not foreseeable, in view of the underlying legal transaction. This shall not apply for intention and gross negligence. Liability for the above mentioned damages is excluded in case of simple negligence unless the damage is caused by an intentional violation of essential contractual obligations. Liability for data loss shall be restricted to the typical cost for data recovery that would have been incurred under normal backup procedures appropriate to the risk.
- 8.10. The customer shall take suitable precautions for backups (data backups, fault diagnosis, regular monitoring of results, etc.). The customer alone shall be responsible for guaranteeing the required working environment and for concluding appropriate maintenance and support agreements.
- 8.11. Software not developed or provided by Ultratronik (third-party software), even entire operating systems (Microsoft, Linux, etc.), shall in principle be excluded from any warranty vis-à-vis Ultratronik. In particular, Ultratronik shall not assume any liability for the contents, functionality and freedom from error of third-party software. This warranty is the sole responsibility of the developer of the third-party software. In such cases, if Ultratronik has corresponding guarantee claims vis-à-vis the developer of the third-party software, the customer has a right to an assignment of these guarantee claims to the corresponding

Terms and Conditions of Sale and Delivery

of Ultratronik GmbH and Ultratronik Vertriebs GmbH

extent. In all cases, the corresponding contractual terms and conditions between Ultratronik and the developer of third-party software shall be decisive for the customer in this event. These are generally annexed to the accompanying third-party software. Alternatively, the customer can request the same from the developer of the third-party software and/or view the same (internet).

- 8.12. In other respects, the limitation of liability under Item 9 below shall apply mutatis mutandis to claims for compensation.
- 8.13. Any rights of recourse by the customer in accordance with § 478 BGB (Bürgerliches Gesetzbuch = German Civil Code) shall be governed exclusively by statutory provisions.
- 8.14. Other claims due to material defect by the customer or claims other than those covered in Item 8 shall be excluded. For defects in the context of services covered by work agreements, Ultratronik's liability shall be governed by the provisions of item 8. In addition, the customer shall be entitled to the right of self remedy or substitute performance if statutory requirements are met. This right shall be excluded if Ultratronik is also entitled to decline subsequent performance.
- 8.15. Claims arising out of liability for material defects shall become statute-barred in 12 months. The period of limitation shall commence with the delivery of goods to the customer. This shall not hold if longer deadlines have been laid down in § 438 Para. 1 No. 2b) BGB (Items for Construction) and § 479 BGB (Rights of Recourse in the Purchase of Consumer Goods). Likewise, this shall not apply to liability based on intention, gross negligence, or fraudulent concealment of defects by Ultratronik, its statutory representatives and vicarious agents, as well as in cases of injury to life, limb, or health or a violation of essential contractual obligations.
- 8.16. Liability under the product liability law shall not be affected by the above provisions.
9. Claims for compensation/liability
- 9.1. The customer's claim for damages or expense reimbursement, regardless of legal ground (especially guarantee, negligence in conclusion of the agreement, violation of principal or ancillary contractual obligations, tortious act or other liability in tort) shall be excluded. This exemption from liability shall also apply to the personal liability of Ultratronik's employees, workers, representatives and vicarious agents.
- 9.2. It shall not apply to liability due to intention or gross negligence by Ultratronik, its legal representatives or its vicarious agents, or in the case of injury to life, limb or health. Exemption from liability shall also be inapplicable in case of assumption of guarantee or warranty for a characteristic, if these constitute the grounds for liability. In case of violation of essential contractual obligations, liability shall not be excluded but shall be restricted to the foreseeable damages typical for this kind of agreement. The above shall apply mutatis mutandis to the reimbursement of futile expenses.
- 9.3. Compensation claims shall become statute-barred in 12 months. This shall not apply in cases governed by Item 8.15 Cl. 2 and 3.
- 9.4. Liability under the product liability law shall not be affected by the above provisions.

10. Product liability

- 10.1. In the event the customer sells the goods delivered or products manufactured using the goods, the sale must be documented by the customer so that purchasers can be identified. The

customer undertakes to obligate its purchasers correspondingly, provided it is possible and reasonable for the latter to provide this documentation.

- 10.2. The customer shall support Ultratronik in the defense of product liability claims in every way within its means. In particular, it must provide Ultratronik the requisite documents detailing the manner of processing Ultratronik's goods when requested to do so.
- 10.3. The customer must immediately inform Ultratronik of any damage events or other special points in connection with Ultratronik's products.

11. Open source software

If Ultratronik uses software (such as Linux) in the manufacture, sales and distribution of its products under a so-called free license (open source) or makes corresponding adaptations and/or modifications to software based on a free license when providing pure services, reference must be made to the respectively applicable provisions, in case of Linux to the GNU General public license (in short, "GNU"). The current version is GPL Version 3, and Ultratronik continues to use versions licensed under GPL Version 2 in part. The GPL version under which the version used is licensed is applicable to all legal relationships entered into with us. The officially valid original English text of the license can be found at <http://www.gnu.org/licenses/gpl.html>.

To prevent jeopardizing our own licensing right and to procure the corresponding licensing right to the license-free software used in our product for customers, we must point out the following: If the contractual object contains programs subject to the GPL or any other copy-left arrangement (LGPL, BSD, etc.), the customer receives a copy of the license along with the object. This license is supplementary to these terms and conditions, especially for the rights to and the use of the GPL software, with the exception of the terms regarding liability and guarantees therein, to which the provisions of these General Terms and Conditions of Business shall apply. Ultratronik is also prepared to provide the customer the executables and the source code for these programs in accordance with the copy-left licenses for a period of three years from the date of receipt of the programs upon request. The customer must comply with these license conditions and must likewise impose these conditions on its clients in its own sale of the product and/or its authorized modification and/or resale of the modification to avoid losing licensing rights. If the software of the contract goods also contains proprietary programs from Ultratronik that are protected by copyright (application software etc.), these programs may be used, provided no individual agreements have been made otherwise, only by the present possessor, owner or contractor of the possessor/owner together with an Ultratronik product of the same product type designation as the contract goods.

12. Place of performance, place of jurisdiction and applicable law

- 12.1. The place of performance for both parties shall be Ultratronik's corporate headquarters.
- 12.2. The place of jurisdiction shall be Munich provided the customer is a merchant. Ultratronik shall also be entitled to choose another permissible place of jurisdiction.
- 12.3. German law shall apply exclusively to the legal relations between Ultratronik and the customer. The applicability of the UN Sales Convention (CISG) is explicitly excluded.
- 12.4. These terms and conditions are available in both German and English versions. The German version shall be authoritative, and German law shall be exclusively applicable in arriving at the significance and interpretation of the terms.

Terms and Conditions of Sale and Delivery

of Ultratronik GmbH and Ultratronik Vertriebs GmbH

13. Invalidity clause

Should individual provisions of these terms and conditions of sale be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a legally permissible one that corresponds or comes closest to the intended economic purpose. The same shall apply to any unintended loopholes.