

SL-automation GmbH & Co. KG

General Terms and Conditions

1. Scope

- 1.1 The following terms and conditions shall apply to all our supplies and services. To the extent that certain regulations shall apply exclusively to merchants and legal entities established under public law ("kaufmännischer Verkehr") special reference will be made.
- 1.2 We do not accept any terms and conditions, which deviate from these conditions, except if such terms and conditions have been expressly accepted by us in the particular case. When dealing with merchants and/or legal entities established under public law, these terms and conditions shall be deemed approved upon acceptance of our supplies and services at the latest.

2. Conclusion of Contract; Requirement of Written Form

- 2.1 Any quotations, which we may provide, shall not be binding on us and constitute mere invitations to offers by the customer. Offers shall become binding only upon our written order confirmation.
- 2.2 When dealing with merchants and/or legal entities established under public law all agreements require written form when concluded; any oral agreements made collaterally or additionally shall become binding only upon written waiver of this form requirement.

3. Time of Delivery, Partial Delivery; Delayed Delivery / Non-Delivery; Assignment

- 3.1 No date of delivery or service shall be binding, unless a fixed date has been expressly confirmed.
- 3.2 We reserve the right to make partial deliveries or services and to bill such partial deliveries or services immediately, unless this would be an undue burden to the customer.
- 3.3 We shall have the right to rescind the contract, if we should not receive the necessary deliveries from our own suppliers for reasons beyond our control, provided that we will have to show and prove all relevant facts.
- 3.4 If we are responsible for a delay in delivery or service, the customer is entitled to demand delivery or service within an additional period, which additional period must be reasonable and shall in no event be less than 30% of the initial period. Non-delivery within this period shall entitle the customer to rescind the contract. Our liability for damages shall be restricted to such typical damages as we could have reasonably foreseen at the beginning of the damaging event, unless there was wilful or grossly negligent misconduct by our officers or vicarious agents. If there was no intentional or grossly negligent misconduct, all damages for delayed delivery or service shall be restricted to a maximum of 3 % beyond the applicable base interest rate of the price agreed upon in the contract per annum. Liability for damages due to non-fulfilment shall be restricted to double the net amount of the price agreed upon in the contract.
- 3.5 The customer shall not be entitled to assign any rights under the contract without our prior consent, which consent shall not be unreasonably withheld.

4. Software-License / Maintenance

- 4.1 With regard to software, the applicable license agreement shall apply in addition to these terms and conditions.
- 4.2 If we accept additional maintenance obligations, the customer shall pay such additional maintenance fee as agreed upon plus expenses and VAT. To the extent that no agreement has been made on the fees, we shall charge usual fees. Any and all maintenance shall be performed at our offices.
- 4.3 Only the customer and his employees have the right to request maintenance, including support by telephone. Maintenance is restricted to the latest version of the software programs. We are entitled to hire sub-contractors and to use whatever means we deem appropriate when providing maintenance.

5. Dispatch and Transfer of Risk

- 5.1 Any agreed upon transportation to the customer shall not create any obligation to deliver the products but only to dispatch the products, even if transportation is effected through our own vehicles and/or employees. There will be no insurance against damage during transportation, unless expressly requested by the customer and at his expense.
- 5.2 If the products are ready for dispatch and their dispatch is delayed for reasons beyond our control, the risk shall pass to the customer with effect from receipt of the notification that the products are ready for dispatch. In such case, we are entitled to put the products into storage at the customer's expense and, if storage is at our premises, we shall charge the usual storage cost, however not less than 0,5% of the price of the product per commenced month. Upon such transfer of the risk, we shall be liable only for wilful misconduct or gross negligence. We reserve all and any additional rights.

6. Prices and Payment Terms

- 6.1 The prices quoted are net, excluding V.A.T. Our prices do not include transportation or other costs. To the extent we take care of the installation of software products and/or training of the customer, such services will be charged separately.
- 6.2 The rectification of spelling mistakes and recognizable calculating mistakes shall be reserved.
- 6.3 If we have taken care of the installation of the delivered product, the customer shall bear, in the absence of any other agreement, in addition to the agreed purchase price any additional fees for such installation such as in particular travel expenses and transport fees.
- 6.4 If claims for payment based on former invoices have remained unpaid the deduction of a discount is inadmissible.
- 6.5 We are not obliged to accept bills of exchange. Any expectable bill charges are to be paid by the client immediately in cash.
- 6.6 In the event that the customer is in default with any payment, we shall be entitled to claim default interest at a rate of 3 % p.a. above the basic rate however not less than 7 % p.a. We reserve the right to claim damages in excess of the said default interest provided we can prove that we actually suffered such higher damage and the customer shall be obliged only to pay damages below the said default interest if it can prove that we actually suffered such lower damage. The assertion of further damages caused by default shall be reserved. During the default in payment the customer is not entitled to use or sell the object of delivery or service or to request support.

- 6.7 When dealing with merchants and/or legal entities established under public law, in case of non-payment within 10 days after maturity all our claims under the relevant contract for products and services already performed shall become due with immediate effect notwithstanding the term of accepted bills of exchange unless the non-payment lies beyond the customer's control. When dealing with merchants and/or legal entities established under public law the same shall apply when we note that the customer is in such bad financial condition that the fulfilment of the customer's obligation to pay is put at risk, which was not foreseeable at the time the contract was concluded, or if the customer has ceased payments.

The aforementioned circumstances at the same time entitle us to perform outstanding deliveries or services only against prepayments or on security. As soon as the preconditions for our rescission or the assertion of damages for non-delivery are given, the customer incurs a contractual penalty in the amount of 20% of the agreed purchase price when dealing with merchants and/or legal entities established under public law. The contractual penalty will be allowed as credit against an eventual claim for damages for non-fulfilment.

- 6.8 Rights of retention may only be asserted if they are based on the same contract; when dealing with merchants and/or legal entities established under public law the assertion of rights of retention is only permissible when the counter-claims on which they are based are uncontested or have been finally determined in a legally binding manner. The customer may set off only such claims which have been finally determined in legally binding manner or which are uncontested.

7. Retention of Title

- 7.1 Until payment in full of all outstanding amounts by the customer, including supplementary claims (bill charges, interest etc.) we shall retain title to the Products; when dealing with merchants and/or legal entities established under public law this clause shall apply until each and every claim under the business relations with the customer has been duly satisfied.
- 7.2 The contractual products subject to the retention of title (reserved products) shall be stored separately from the other stored goods of the customer. During the period of the retention of title the customer is obliged to handle the reserved goods with care, keep them in good condition and

store them for us without remuneration. The reserved goods must be sufficiently insured against loss and damage at the customer's expense for which the customer has to furnish proof upon our request. The customer is prohibited to pledge or otherwise give as security reserved products. In case of seizure or other acts or intervention by third parties, the customer shall notify us thereof without undue delay. In addition, the court officer and the creditor having arranged for the seizure or other intervention shall be notified of our property right without undue delay.

- 7.3 In the event the customer is in default with respect to agreed upon terms for payment or other essential contractual duties, we shall be authorized to take back the reserved products immediately. The customer shall in such case be obliged to grant us free access to the reserved products and do everything in order to secure the exercise of the right to take the products back. The taking back shall not be considered as rescission of this purchase agreement.
- 7.4 Upon the customer's request we will release securities provided in accordance with the aforementioned provisions to the extent they are no longer required to secure our claims, in particular to the extent their fair market value exceeds our claims vis-à-vis the customer by more than 10%.

8. Warranty and Claims / Limitation of Action

- 8.1 Customers must within 2 weeks after delivery give notice of obvious defects, of other defects within the period prescribed by law. When dealing with merchants and/or legal entities established under public law, the customer shall be obliged to examine the products for eventual defects immediately upon delivery and give notice of such defects without undue delay, however not later than within 2 weeks after they could have been detected. Any notice of defect must be in writing and specify the defect. Insufficient or delayed notices of defects lead to the exclusion of warranty claims and of all claims for damages regarding such defects.
- 8.2 The product complained of because of defects must be sent in at the customer's expense. If no warranty applies, the customer shall bear the expense for sending in and any further costs arising in connection with the examination.
- 8.3 If the complaint regarding a defect is justified, the defective product will at our option and at our costs be repaired or replaced. If repair of the defect or substitute delivery fails within a deadline to be set by the customer of at least 8 weeks, which deadline must be set in writing when dealing with merchants and/or legal entities established under public law, the customer shall be entitled at his option to either reduce the purchase price or request cancellation of the agreement. The repair shall be considered abortive only if no attempt for repair has been made within this deadline or if the repair reveals to be unsuccessful and another period of at least 4 weeks set by the customer with the warning that it will refuse to accept performance after expiration of said period has elapsed without success.
- 8.4 The customer shall be entitled to claim damages if such claims are based on wilful misconduct or gross negligence of us, including our legal representatives and vicarious agents. In case of slight negligence, the customer shall only be entitled to damages if they are based on section 463, 480 Par. 2, 635 of the German Civil Code (BGB) or essential legal interests, e.g. life or health, or if contractual duties indispensable for attaining the contractual purpose have been infringed. When dealing with merchants and/or legal entities established under public law the following shall apply: If our liability is based on gross negligence of our vicarious agents (except for executives) or slight negligence of us, our legal representatives or vicarious agents, any claim shall be limited to the amount of damages which could have reasonably be foreseen by us at the time the product was delivered. However, this shall not apply with regard to liability for guaranteed quality (zugesicherte Eigenschaften), if it was apparent to us when the guarantee was given that it should cover such indirect and/or consequential damage as has occurred. In the case of sentence 3, the entire liability for damage in connection with defects of the product sold is limited to double the price of the defect parts. The regulations of this Section shall also apply for damages resulting from collateral duties whether based on contract or any other legal theory, including breach of duty prior to contract, liability under section 823 of the Civil Code including product liability arising from these provisions. Insofar, relevant point of time for determining whether the damage could have reasonably foreseen shall be the beginning of the event that caused the damage. Claims under the Product Liability Act shall remain unaffected. Any further claims, whether based on contract or any other legal theory, are excluded.
- 8.5 The statutory periods of limitation shall apply to all warranty claims. With regard to all other claims for damages, except for claims based on tort, the period of limitation shall be two years, provided that no shorter statutory period applies in the individual case.
- 8.6 The above regulations shall apply also for any personal liability of our representatives and vicarious agents vis-à-vis the customer.

9. Installation

- 9.1 If we carry out installation services, the customer shall provide, at its own expense and in a timely manner, all prerequisites, in particular but not limited to, (a) all equipment and material required because of particular conditions of the site, such as e.g. scaffolds, lifting equipment etc., (b) energy and water, including connections, heating and lighting, (c) rooms for the storage of the products sold, other material, tools, etc. and (e) protective clothing and protective devices, which are needed because of particular conditions of the site.
- 9.2 Before the start of installation, the customer shall make available of his own accord all necessary information concerning the location of concealed electric power, gas and water lines or of similar installations as well as the required data concerning static and underlying conditions of the site.
- 9.3 If the installation or commissioning is delayed by circumstances for which we are not responsible, the customer shall bear, to the extent reasonable, the costs of waiting periods and of any additional travelling that may be necessary.
- 9.4 If, after completion, we request acceptance of the supplies, acceptance shall be carried out by the customer within two weeks of our request, failing which it is deemed to have taken place. Acceptance is also deemed to have taken place if after completion of any agreed upon test phase the supplies are put to use.

10. Confidentiality

At all times, both during and after termination of the contractual relationship, the customer shall treat all commercial and technical information relating to our products strictly confidential vis-à-vis third parties and shall in particular give no access to such information to our competitors, even if such information has not been expressly marked as confidential. This confidentiality obligation shall not apply to information, which, at the time the customer has received such information, was already known to the public or the customer, which was published after receipt by the customer without the customer being responsible for such publication or which the customer has received from a third party without violation of any laws and without any restrictions on use. The customer is responsible that also his employees or agents shall comply with this confidentiality obligation.

11. Export Control Regulations

The customer shall with regard to the deliveries or services, including the technical information contained therein, always observe the export regulations of the Federal Republic of Germany and of such other countries, whose export regulations may be applicable, in particular the United States of America. The customer shall be solely responsible to gather all necessary information on the latest amendments of such laws.

12. Place of Performance, Venue, Applicable Law

- 12.1 For merchants and legal entities, established under public law, place of performance for all obligations of the parties shall be Moenchengladbach exclusively.
- 12.2 Exclusive venue for all disputes arising out of or in connection with this contractual relationship shall be Moenchengladbach, Germany, provided that the customer is a merchant or legal entity established under public law or that, at the time suit is filed, the customer has no residence or habitual place of abode within Germany.
- 12.3 The laws of Germany shall be applicable. The application of the uniform law on the international sale of goods is hereby explicitly excluded.

13. General

This remainder of this agreement shall remain in full force and effect, even if some of its provisions should be invalid or unenforceable. This shall not apply, if adherence to the contract would be an undue burden to one of the parties.