General Terms and Conditions („Allgemeine Geschäftsbedingungen“ (AGB)) of DASGIP Information and Process Technology GmbH

Revision: January 2012

1. Conclusion of Contract and Terms of Contract

These terms and conditions shall apply to the present business relations between DASGIP and the Customer. They shall also govern all future transactions with the Customer even if they are not expressly agreed upon again. Differing conditions shall be deemed to be accepted by DASGIP only if approved in writing. The proposals of DASGIP shall be non-binding and may be subject to change without prior notice. Conclusion of contract shall only be binding after written confirmation by DASGIP. The Customer shall be bound to his proposal for three weeks. Subject of the contract exclusively shall be the sold product as described in the confirmation. Other or further qualities and/or characteristics or a purpose of use beyond shall be deemed to be agreed upon only if having been confirmed expressly in writing by DASGIP. Any reasonable technical or artistic deviations from the information in brochures, catalogues and written documents as well as variations in model, design or material due to the technological progress and further development shall be reserved.

2. Pricing

Unless otherwise agreed, the prices of DASGIP do not include packing, shipment and cargo insurance from the warehouse of DASGIP in 52428 Jülich, Germany. All prices are subject to VAT.

3. Dates of Delivery

Delivery dates shall be agreed according to the expected capacity of DASGIP; they shall be non-binding and subject to the timely receipt of deliveries from the suppliers of DASGIP. It shall be permitted to effect deliveries prior to the agreed delivery date if the early delivery is reasonable and the Customer has been informed about it by DASGIP. Agreed delivery dates shall be deemed to be extended in case of delays in delivery for reasons beyond the control of DASGIP.

4. Payment and Set-off

Invoice amounts are payable immediately upon receipt of invoice unless otherwise agreed upon in writing. Bills of exchange will not be accepted. The Customer may have the right to set-off only with respect to those counter-claims not having been contradicted by DASGIP or having been finally settled by court.

5. Passing of Risk and Packing

The risk shall pass to the Customer once the consignment has been handed over to the carrier or has left the seller's warehouse for the purpose of dispatching. This shall also apply for deliveries using vehicles of DASGIP and for deliveries within the same city or town. In case of delay of delivery at the Customer's instigation the risk shall pass to the Customer upon the indication of readiness for dispatch. If delivery is performed directly by a supplier of DASGIP, the risk shall pass as soon as the supplier has handed over the consignment to the carrier executing the delivery to the Customer. Delivery will be insured by DASGIP against breakage, transport and fire damages only at the request and the expense of the Customer.

Any damages of the outer packing at the receipt of consignments shall be retained in a written record and shall immediately be reported to DASGIP in written form in order to assert claims for damages against the carrier.

As far as a return of products has been approved by DASGIP, these products shall be returned in a transportable, unobjectionable state or in the original condition and in original packing along with a confirmation of reconsignment and the sales receipt. The expenses arising from such return shall be paid by the Customer.

6. Warranty

The statutory warranty provisions shall apply to products and spare parts supplied by DASGIP with the following restrictions: DASGIP shall in particular not be liable for

a) defects due to incorrect installation by the Customer or a third party assigned by the Customer, operating errors, interference with or modification of the products by the Customer or any unauthorized third party as well as extraneous cause;

b) the fitness of the products for a particular purpose of contract, unless this is explicitly agreed;

c) services that were rendered according to the specifications.

Within the framework of the production as wells as the execution of warranty operations DASGIP shall use spare parts or components which are new or as good as new according to the respectively common industry standards.

In case of defects of the products DASGIP shall be entitled, at its option, either to a rectification of the defective object or a replacement delivery within a reasonable period of time. In order to do this, DASGIP shall be entitled to examine the products at its option either on the premises of the Customer or on the premises of DASGIP. As far as the rectification or replacement delivery fail, the Customer shall be entitled to claim either a reduction in the purchase price or the rescission of the contract. In case of rectification / delivery of spare parts DASGIP shall acquire ownership with the dismantling / exchange of the removed / exchanged components or instruments. If the Customer is an entrepreneur, the following shall apply:

DASGIP shall warrant that its products are free of any defects for a period of one year, beginning on the date of delivery.

If the Customer is a merchant, he shall be obliged to examine the delivered goods with regard to their conformity with the contract immediately after receipt and to give notice of any visible defects without delay. Otherwise the delivered products shall be deemed to be approved.

If the Customer is an entrepreneur, the following shall apply to the sale of used goods: The used products that are sold by DASGIP were carefully examined before they were sold; nevertheless a liability for defects in quality shall be excluded. No. 8 shall remain unaffected.

7. Retention of Title

DASGIP shall retain title to all delivered goods until complete payment – when paid by cheque for eight days after credit entry. With regard to legal relations with merchants DASGIP shall retain title to the goods until all claims arising from the business relationship to the Customer have been duly paid. With regard to nonmerchants DASGIP shall retain title to the delivered goods until complete payment of the purchase price including all additional claims. The Customer shall be entitled to process and to resell the goods under retention of title in the ordinary course of business as long as he is not in default. Pledging and granting of equitable lien shall not be permitted. The Customer hereby assigns as security any and all claims related to the goods under retention of title resulting from their resale or any other legal reason (insurance, tort) in full scope to DASGIP. DASGIP hereby accepts the assignment. Upon request of DASGIP the Customer shall be obliged to name the recipients of the goods under retention of title. The Customer hereby entitles DASGIP to collect the assigned claims for the account of DASGIP in its own name. The Customer shall indicate any access of a third party to the goods under retention of title immediately in writing to DASGIP and shall point out the rights of DASGIP to third parties. If the Customer is in default with one or several payments, totally or partially, or suspends his payments or if the opening of insolvency proceedings has been requested against his assets, he may no longer dispose of the goods under retention of title. In such a case DASGIP shall be entitled to rescind the contract or to take back the goods under retention of title.

8. Liability

DASGIP shall be liable to the full extent for the injury of the Customer's life, body or health. In case of a merely negligent breach of duty by DASGIP or any persons employed by DASGIP in the performance of the contract the liability for other damages shall be limited to the foreseeable damage typical of the contract amounting to € 3.000.000,00 with regard to material damages and € 150.000,00 with regard to pecuniary losses for which DASGIP has concluded a business liability insurance policy. Liability of DASGIP shall be excluded insofar as the occurring damage could have been limited by the Customer taking reasonable damage reducing measures, such as, for example, a duly performed data protection. All further rights and claims irrespective of their legal reason shall be excluded. This shall apply in particular to the compensation of indirect damages, such as consequential damages, e.g. lost profit. Claims pursuant to the German Product Liability Act shall remain unaffected by the above-mentioned limitations of liability. DASGIP shall indemnify the Customer from claims of third parties resulting from an infringement of intellectual property rights of third parties as far as the Customer has immediately notified DASGIP of these claims in writing and the Customer enables DASGIP to take all necessary legal defensive actions. This comprises, for example, the conduct of a lawsuit including reaching of settlements. The Customer shall be obliged to support DASGIP in doing so as far as possible.

9. Right of Rescission, Right of Termination

DASGIP shall be entitled to rescind contracts in case that facts arise which indicate that the Customer is not credit-worthy. This includes the issue of an order to pay in spite of undisputed claim or enforcement measures due to final titles as well as a filing for insolvency. In this case DASGIP may at its own option execute the order and ask for prepayment or securities for the pending deliveries and furthermore may accelerate maturity of all claims resulting from the business relation in such a way that they shall be due immediately. In the event of unforeseen obstacles – as such shall also be considered the circumstances and incidents which cannot be prevented with a regular business management, such as force majeure, bans on export and import, industrial actions, strike, lock-out, delay or shortage of supply of essential raw material, materials or parts – the contractual obligations of the parties shall be suspended for the duration of the disturbance on the scale of its impact. If the resulting delays exceed the duration of six weeks, the contracting parties shall be entitled to rescind the contract with regard to the affected scope of performance. Other claims shall not exist.

10. Place of Jurisdiction, Place of Performance and Choice of Law

The place of performance and the place of jurisdiction for all disputes arising from the contractual relationship between the parties shall be Jülich if the Customer is a merchant, a legal person under public law or a separate estate under public law. The legal relations of the parties to the contract shall be exclusively governed by German law; the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11. Final provisions

The German language version of the general terms and conditions shall prevail in any case of doubt. In case one or several provisions or a provision within the framework of further agreements is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid stipulation shall be replaced by a valid one which comes closest to the intended economic purpose.