

GENERAL TERMS AND CONDITIONS

incorporated under the laws of Germany.

1. AGREEMENT

These general terms and conditions of purchase and supply ("Terms and Conditions") shall govern and form an integral part of all agreements entered into and for all purchase orders placed by Buyer for the supply of goods and/or services by DOSCH&AMAND PRODUCTS GmbH (hereafter referred to as "Supplier"). Each such agreement or purchase order shall be referred to herein as the "Agreement". As used herein, the term "goods" shall mean OEM branded products, including both Hardware and Software, service requirements, spare parts and any related documentation that may accompany the goods. Reference to "goods" shall where appropriate be deemed to include services.

These Terms and Conditions shall constitute all of the terms and conditions of any Agreement between Buyer and Supplier relating to the purchase by Buyer and sale by Supplier of goods unless specifically agreed otherwise in writing by Buyer. Any terms and conditions set forth on any document or documents issued by Supplier either before or after issuance of any document by Buyer setting forth or referring to these Terms and Conditions are hereby explicitly rejected and disregarded by Buyer, and any such terms and conditions shall be wholly inapplicable to any purchase made by Buyer and shall not be binding in any way on Buyer. No Agreement constitutes an acceptance by Buyer of any other terms and conditions and Buyer does not intend to enter into an agreement other than under these Terms and Conditions.

2. DELIVERY. All goods will be either FOB or DAP according INCOTERMS as issued by ICC, Paris, France and risk and title to the goods (free and clear of any encumbrances) shall pass to Buyer on delivery.

Supplier shall make deliveries at agreed delivery date(s), however Supplier shall not be liable for any costs caused by delays in supplying the goods. All goods shall comply with all applicable quality and certification standards. Supplier shall pack, mark and ship the goods in such manner as to prevent damage during transport and which facilitates unloading, handling and storage..

Buyer is granted a non-exclusive, non-transferable right and license to sell the goods in agreed sales area. Supplier agrees to provide all updates and modifications to the Software to Buyer during the term of the Agreement. Any

license fees for Software shall be included in the purchase price or any other amounts payable under the Agreement.

3. WARRANTIES

Without prejudice to any warranty extended, express or implied, by law, Supplier expressly warrants and represents to Buyer that all goods to be supplied to Buyer shall be new, of good quality, design, materials, construction and workmanship. Supplier provides oversupply volume per delivery in predefined dimension and no further warranty is provided to Buyer. As an example an ordered delivery lot of 5.000 pcs will be supplied with 5.100 pcs in case of 2% oversupply has been agreed. The oversupply can be freely used by Buyer either as Swap Pool or as additional sales. The usage of oversupply is in sole responsibility of Buyer.

4. PAYMENT

Payments shall be made upon properly submitted invoices and 30 days payment terms. No discount is granted at earlier payments of Buyer. Any purchase order for supply of goods is subject to 30% prepayment on the date of purchase order. The agreed delivery time is referenced to the date of payment by Buyer. Residual 70% payment will invoiced on the date of shipment notification to Buyer.

5. PRICES

All prices are inclusive of all taxes and duties except to the extent the same are to be borne by Buyer pursuant to the applicable Incoterms. All such taxes and duties deemed included in the price shall be borne by Supplier, and Supplier shall pay such taxes and duties itself or, where these have been paid by Buyer, reimburse Buyer for such taxes and duties.

6. INDEMNIFICATION

Without prejudice to any other right or remedy available to Buyer under the Agreement or at law, Supplier shall indemnify and hold Buyer harmless from and against all liabilities and claims arising from or relating to a third party's claim arguing that the goods constitute(d) infringement, violation or misappropriation of any intellectual property right or other proprietary right of a third party.

7. CONFIDENTIAL INFORMATION

Supplier agrees to treat as confidential and to use only for the purposes of the Agreement all information, including but not limited to technical and commercial information, which is provided "as is" in whatever form or medium by or on behalf of Buyer and to give access to such information only on a need to know basis to its employees and not to transfer, publish, disclose or otherwise make available such information or

any portion thereof to any third party without Buyer's prior written consent.

Supplier shall not use the name, logo, trademark, or any other reference to Buyer, either direct or indirect, in press releases, advertisements, sales literature or other publications and shall not disclose the existence or the terms and conditions of the Agreement, without the prior written consent of Buyer.

8. COMPLIANCE WITH LAW

Supplier represents and warrants to Buyer that the goods will and have been designed, manufactured and delivered and/or the services will have been performed in compliance with relevant applicable laws and regulations .

9. USE OF TRADEMARKS, TRADENAMES

Supplier shall use any trademark, tradename or other indication in relation to the goods, whether owned by Buyer only in accordance with Buyer's instructions or prior written approval and solely for the purposes expressly specified by Buyer in writing. Supplier herewith acknowledges all rights, title and interest of Buyer in respect of and to the Buyer's owned trademarks, tradenames and other indications.

10. SUBCONTRACTING AND ASSIGNMENT

Buyer shall not subcontract, transfer or assign any of its rights or obligations under the Agreement to any third party or any of its affiliates without the prior written consent of Supplier. If Buyer is permitted to subcontract any of its obligations hereunder, it shall remain fully responsible and liable for the proper performance of its obligations under any Agreement.

11. NO WAIVER

No waiver by Supplier of any breach of any condition, covenant or term of the Agreement shall be effective unless it is in writing by Supplier in enforcing any provision of the Agreement or in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Applicable Law

This agreement is governed by the law of the Federal Republic of Germany except for the UN law on the sale of goods and international law. The Convention on the International Sale of Goods (CISG) of 04/11/1980 in its respectively valid version does not apply. Place of jurisdiction for all disputes arising out of this agreement involving DAP and BUYER is Munich/Germany.

Munich; July 2015, General Management DAP