

## I. General provisions

1. The sale, delivery, or any other such service provided by EIDOTECH GmbH will be solely conducted according to the following conditions, which only apply to business conducted with companies. The conditions are seen as accepted when the offer made by EIDOTECH is accepted by the customer. The customer can recognise in writing the conditions of EIDOTECH for a number of legal transactions prior to conducting business. In the case that the conditions change during the current legal relationship, EIDOTECH will inform the customer, at the latest upon conclusion of a new legal transaction.

The customer explicitly recognises the sole application of these general terms and conditions upon commissioning EIDOTECH on the basis of an offer in accordance with these general terms and conditions; with the receipt of the goods, or services; or upon provision or written recognition. Any contradictory conditions of the customer are not legally binding for EIDOTECH and will not become part of this contract, unless EIDOTECH has accepted them exclusively in writing. Should the customer repudiate these general terms and conditions, no contract will result.

2. All offers made by EIDOTECH are non-binding. Written tenders by EIDOTECH merely serve as an invitation to the purchaser to make an equivalent offer. Said offer will be only accepted by EIDOTECH upon written confirmation from the same. Any drawings, sketches, blueprints, measurements, weights or other data belonging to the service are only approximate.
3. Deliveries are made ex store from EIDOTECH at the buyer's account and risk. Risk is transferred to the customer as soon as the products are given to customer by the carrier or freight carrier or as soon as the product has left the EIDOTECH warehouse if the customer has chosen to collect the products himself. Should delivery be delayed for reasons for which the customer is responsible, risk is transferred on the customer once the customer has received notification that the product is ready to be delivered. Any return consignments are made at the risk and cost of the customer, as long as EIDOTECH is not responsible for the return.
4. Invoices must be paid by the customer net by the agreed date. EU foreign customers, who require an invoice without sales tax, or VAT, must inform EIDOTECH of their VAT-ID-No.; customers outside the EU require confirmation from the customs authorities regarding their company status. Should this confirmation not be provided, EIDOTECH will levy sales tax, or VAT, according to the German levels of tax. EIDOTECH is entitled, at their discretion, to demand a deposit/payment in advance. Notwithstanding other regulations of the customer, EIDOTECH is entitled to offset any older debts of the customer with any payments made by him; if costs and interest has already been incurred or accrued, the costs are to be offset first, followed by the interest and then the main debt. Payments are first seen as paid, when EIDOTECH can use the payment. In case of default of payment, EIDOTECH is entitled to levy interest to the amount of 8 percent points p.a. over the relevant base interest rate of the ECB. The claim for further compensation remains unaffected. EIDOTECH is entitled to demand the entire rest of debt, if the customer culpably either does not adhere to his duties to pay, or defaults on payment; or does not redeem a check, or ceases to make payment; if the customer petitions insolvency before court or if he makes an affidavit to being unable to pay.

Unexpected events, for which EIDOTECH is not responsible, regardless of whether on the premises of EIDOTECH or those of his suppliers, for example strike, lock-outs, damages cause by accident, etc., entitle EIDOTECH - upon exclusion of any claims of the customer to compensation - to rescind the contract or to postpone the beginning of the delivery appointment for the duration of the obstacle. Should EIDOTECH not be able to deliver the goods to the customer to a reasonable appointment stipulated by the customer, the customer is entitled to rescind the contract.

EIDOTECH is entitled to rescind the contract should the customer neither pay the purchase price in full or in part within a reasonable period of time to be stipulated by EIDOTECH. If the equipment has already been used by the customer, EIDOTECH is entitled to demand reimbursement for the use based on the usual rental price for the duration the equipment was used. Punctual and correct delivery by our supplier

remains reserved. EIDOTECH will immediately inform the customer should the product to be delivered not be available and, should the customer rescind the contract, to reimburse the customer immediately.

5. The parties are entitled, to terminate the contracts in accordance with the legal stipulations. EIDOTECH can terminate the contract extraordinarily for good cause. Good cause is, for example
- the considerable deterioration of customer's finances
  - should direct debits / cheques not be redeemed
  - debt collection proceedings conducted against the customer,
  - insufficient care of the purchase or rental products, which remain property of EIDOTECH,
  - improper and illegal use.

Should several contracts exist between EIDOTECH and the customer and EIDOTECH is entitled to extraordinarily terminate one of them for good reason, EIDOTECH is also entitled to terminate the remaining contracts, should their continuation be unreasonable for EIDOTECH due to the unfavourable behaviour of the customer.

6. EIDOTECH can be held liable in cases of intent or gross negligence on the part of EIDOTECH or his employees, or vicarious agents; this also applies to any culpably caused damage to life, body and health in accordance with the legal requirements. The liability of EIDOTECH is limited to cases of gross negligence that are typical for the contract and could be seen in advance, as long as this does not occur in conjunction with the exceptional cases listed in sentence 1 or 3 of section (6). Furthermore, EIDOTECH can only be held liable in conjunction with German product liability law (Produkthaftungsgesetz), on grounds of culpable violation of significant contractual duties, or in cases where the vendor has fraudulently concealed any defects, or has assumed a guarantee for the quality of a product. The entitlement to compensation on the grounds of violation of a significant contractual duty is limited to cases of gross negligence that are typical for the contract and could be seen in advance, as long as this does not occur in conjunction with the exceptional cases listed in sentence 1 or 3 of section (6). Further claims for damages are excluded.
7. The regulations in the aforementioned section (6) apply for all claims to compensation (especially for compensation in addition to performance and compensation in lieu of performance); this is regardless of the legal basis, especially on the grounds of defects, violation of contractual duties resulting from the contract or on grounds of unauthorised action. They also apply for claims to reimbursement of useless expenditure.
8. The aforementioned regulations do not constitute a change in onus to the detriment of the customer.
9. Claims for damages pursuant to sections (6) to (8) become time-barred in accordance with the statutory periods.

## II. Terms of Sale

1. The delivered object remains the property of EIDOTECH until all claims viz-à-viz the customer resulting from the business relationship have been fulfilled.
2. The customer is entitled to process or remodel the delivered object. EIDOTECH will see process as having taken place, when the value of the delivered object in the property of EIDOTECH is less than the product that are not the property of EIDOTECH and/or the process. EIDOTECH will be afforded co-property rights on the new object relative to the amount (gross invoice value) of the processed object to the value of the remaining processed value and/or the process at the point of process. Should EIDOTECH not acquire property rights in accordance with the aforementioned rights, EIDOTECH and the customer are in agreement that the customer will afford EIDOTECH co-property rights to the new product relative to the value (gross invoice value) of the object in the property of EIDOTECH to the remaining value of the processed product at the time of the process. The above sentence also ap-

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plies in cases where an irreversible, chemical process has taken place between the product which is not the property of EIDOTECH and that in EIDOTECH's property. As far as EIDOTECH is afforded ownership, or co-ownership to the product in accordance with this reservation of property paragraph, the customer will hold it for EIDOTECH with the diligent attention of a businessman.

3. Should the delivered product or the processed product be sold, as a precaution, the customer will relinquish his entitlement resulting from the further sale viz-à-viz his purchaser including all subsidiary rights to EIDOTECH, without this requiring any further declaration. The transfer of rights also applies to any outstanding balance claims. The transfer of rights, however, only applies to the price of the delivered product which EIDOTECH invoiced. The share of receivables belonging to EIDOTECH is to be given priority.
4. Should the delivered product, or the new product be in connection with land, the customer will also relinquish any entitlements that he receives as payment for the connection, without this requiring an extra demand, to the amount of the price of the delivery object that EIDOTECH originally invoiced.
5. The customer is entitled to collect the demands relinquished to EIDOTECH in accordance with this reservation of property rights. The customer will immediately forward the relinquished demands to the amount of the secured demand to EIDOTECH. EIDOTECH is entitled, upon justified interest, to revoke the collection mandate of the customer, especially in cases of defaulted payment, cessation of payment, commencement of insolvency proceedings, act of protest or any justified events that could lead to the over extension or inability to pay of the customer. Furthermore, EIDOTECH is entitled to disclose the security assignment, to utilise the assigned demands and to demand viz-à-viz the customer's recipient that the security assignments be disclosed by the customer after prior notice and after a reasonable period of time.
6. When presenting a justified interest, the customer is to furnish EIDOTECH with all necessary information and documentation requisite to enforce his rights viz-à-viz the recipient.
7. The customer is prohibited from transferring or pledging the security for the duration of the reservation on property rights. The customer is to inform EIDOTECH immediately in the case of a pledge, confiscation or any other disposal of the property by a third party. The further sale of the delivery object or the new product is only allowed in retail under usual business proceedings and on the condition that payment of the market value of the delivered object is paid to the customer. The customer is also to agree with his recipient that the recipient only receives rights of ownership once payment has been made.
8. Should the customer violate any of his duties, especially in case of default of payment, EIDOTECH is entitled to demand the return of the delivered object, or the new object, without requiring a period of notice and/or - if required, after setting a period of time - to rescind the contract; the customer is obliged to return the product or products. The demand to return the delivered object/ the new product does not constitute a rescission of the contract by EIDOTECH unless this is explicitly stated.
9. Should defects become present during the warranty period, EIDOTECH will provide supplementary improvement on the defective parts or a replacement delivery subject to notice being given punctually. Save in the case of bad faith ("Arglist") and subject to the provisions of section (1-9), all warranty claims become time-barred 12 months after delivery. The supplementary improvement will usually be conducted by EIDOTECH upon free delivery by the customer. The purchaser is to make any defects to the goods known in writing immediately upon arrival, however, at the latest within a week of delivery. The defective delivered objects are to be kept ready for inspection by EIDOTECH in the state in which they were upon confirmation of the existence of a defect. Any infringement upon the aforementioned duties excludes any warranty entitlement. The customer is to carry all expenses requisite to supplementary performance, as long as they are increased by the product being delivered to a different location than the regis-

tered offices of the customer (unless the delivery is part of the intended use of the product). The application of § 478 BGB (German Civil Code) (Claims of the Company for Recourse) remain unaffected. Notwithstanding further claims from EIDOTECH, the customer is to reimburse EIDOTECH for any expenses in the case of an unjustified defect complaint which are used in conducting the inspection and remedying the defects - as far as this is demanded. If supplementary performance fails, the customer may lower (reduce) the purchase price or withdraw from the contract. However, there shall be no right of withdrawal in the case of an insignificant defect. In addition, the customer may demand compensation in accordance with clauses 1.6 - 1.9. All further claims for defects are excluded. If the supplementary performance fails, the customer is entitled to a reduction of the purchase price („Minderung“) or to rescind the contract. However, a right to rescind the contract does not exist in case of a negligible defect. In addition, the customer may claim damages in accordance with sections (1-6) to (1-9). Any further warranty claims are excluded.

10. EIDOTECH shall be liable for defects in used goods, which EIDOTECH sells as „repaired“ or „second-hand“ goods and not as „reconditioned“ or „as good as new“, only in accordance with sections (1-6) to (1-9). If any used goods sold by us as „reconditioned“ or „as good as new“ prove to be defective, EIDOTECH shall only be under a duty to make one attempt to remedy such defect. If such attempt fails, the customer shall only be entitled to a reduction of the purchase price. The liability of EIDOTECH according to sections (1-6) to (1-9) remains unaffected. Apart from that, in case of defects in used goods the customer shall have no rights.

11. The aforesaid notwithstanding, in case of a defect in any goods EIDOTECH is willing to assign any claims EIDOTECH may have as a consequence of such defects against its own supplier to the customer.

#### IV.

Sole jurisdiction for all legal disputes resulting from this contractual relationship is given to the court responsible at the registered offices of EIDOTECH GmbH

#### V.

The legal relationship between the parties is subject to German law excluding both reference to private international law and the UN Convention on Contracts for the International Sale of Goods (CISG). In the case of translated versions of these Terms and Conditions, the German language version is to be given precedent.

#### VI.

Place of fulfilment is the registered offices of EIDOTECH GmbH, SCHLESISCHE STR. 38, D-10997 BERLIN

#### VII.

Changes to and EIDOTECH contracts are to be made in writing. Should one of the stipulations in this contract be inadmissible, the admissibility of the remaining stipulations remain unaffected.

We would like to take this opportunity to thank you for your request and we look forward to a continued and mutually beneficial business relationship.

These Terms and Conditions apply to all deliveries and sales given in the future.

We would like to thank you for your trust and custom.

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