

I. General Terms and Conditions

- These General Terms and Conditions of Delivery shall apply to all current and future business transactions between UNISENSOR Sensorsysteme GmbH and entrepreneurs (hereinafter referred to as "Buyer") in which UNISENSOR Sensorsysteme GmbH (hereinafter referred to as "UNISENSOR") is obliged to deliver goods or provide other services (hereinafter referred to as "Deliveries").
- The written declarations by both parties shall apply to the scope of deliveries. Any General Terms and Conditions of Business of the Buyer shall, however, only apply insofar as UNISENSOR has explicitly approved them in writing.
- UNISENSOR shall retain unlimited ownership and copyright exploitation rights to cost estimates, offers, drawings and other documents (hereinafter referred to as "Documents"). The Documents may only be made accessible to third parties with UNISENSOR's prior consent and, if the order is not placed with UNISENSOR, shall immediately be returned to UNISENSOR on request. Sentences 1 and 2 shall apply accordingly to the Buyer's Documents; however, these documents may be made accessible to those third parties to whom UNISENSOR has permissibly assigned Deliveries.
- Partial deliveries shall be permitted insofar as they are reasonable for the Buyer.

II. Software Licence

- UNISENSOR's products are controlled by software, which is protected by security mechanisms when delivered. Following conclusion of the contract, UNISENSOR employees shall remove the security mechanisms, which will enable the software to run and the product can start operations.
- On removal of the security mechanisms, the Buyer shall receive a non-exclusive, non-transferable right of use for the software for an unspecified term in conjunction with the machine supplied by UNISENSOR, subject to a suspensive condition of full payment for the machine. UNISENSOR shall remain the holder of the copyright and all other industrial property rights. The Buyer shall not be permitted to personally remove the security mechanisms. The Buyer shall also not be permitted to duplicate the software and remove copyright notices. It shall not be permitted to pass on the software to third parties, especially without the corresponding machine. The software may not be changed, linked, modified or adapted. The software may also not be retranslated, disassembled or decompiled.
- In the event of a culpable infringement of these provisions, the Buyer shall pay a contractual penalty for every infringement case. This contractual penalty shall be determined at the discretion of UNISENSOR and shall be verified by the responsible local court or regional court.
- The Buyer shall have a non-exclusive right to use the standard software with the agreed performance characteristics in an unchanged form on the agreed devices. The Buyer may make two backup copies without an explicit agreement.
- The provisions of this Section II shall apply analogously to software updates supplied by Unisensor.

III. Prices and Payment Terms

- The prices quoted shall be ex works, excluding packaging, plus the applicable statutory VAT and any other statutory charges.
- If UNISENSOR has agreed to carry out installation or assembly and unless agreed otherwise, in addition to the agreed remuneration the Buyer shall bear all the necessary ancillary costs such as travelling expenses, costs for transporting tools and personal luggage, and employee allowances.
- Payments shall be made free of charge to the account nominated by UNISENSOR.
- The Buyer may only offset demands which are undisputed or which have been established by declaratory judgement. This provision shall not apply if the claims are in a relationship of mutuality.

IV. Reservation of Title

- The contractual goods (reserved goods) shall remain the property of UNISENSOR until all claims to which it is entitled against the Buyer arising out of the business relationship have been fulfilled. Insofar as the value of all security interests to which UNISENSOR is entitled exceeds the level of all secured claims by more than 20%, UNISENSOR shall release a corresponding part of the security interests at the request of the Buyer.
- During the existence of the reservation of title, the Buyer shall be prohibited from pledging or transferring ownership by way of security and shall only be permitted to sell on to the trade within its usual course of business and only under the condition that the reseller receives payment from its customers or makes the sale subject to the ownership only being transferred to the customer when it has fulfilled its payment obligations.
- The Buyer shall be permitted to process, reform or combine the reserved title goods with other objects. Processing, reforming or combination shall be carried out on behalf of UNISENSOR. The Buyer shall safeguard the new object with the care of a professional businessman. UNISENSOR shall be entitled to co-ownership of the new object on a pro rata basis equal to the share of its value. The processed, reformed or combined object shall be deemed to be reserved title goods.
- The Buyer shall herewith assign to UNISENSOR already now all its future claims against its customers arising out of selling on including all ancillary rights and including any accounts receivable balances, without this requiring separate declaration later. If the reserved title goods are sold on together with other objects, without an individual price being agreed for the reserved title goods, the Buyer shall assign the part of the total price receivable to UNISENSOR equating to the price of the reserved title goods invoiced by UNISENSOR with priority above all other demands. The share of the accounts receivable assigned to UNISENSOR shall be satisfied with priority. Paragraph 6 shall apply accordingly with respect to the authorisation to collect and the prerequisites for its cancellation.
- In case of substantial evidence of a justified interest, the Buyer shall provide UNISENSOR with all information required to claim its rights against the customer and shall issue it with all the necessary Documents.
- Until revocation, the Buyer shall be authorised to collect the assigned accounts receivable from the resale. If an important reason exists, especially in case of payment arrears, cessation of payments, opening of insolvency proceedings, protest of a bill or if comparable justified indications exist, which suggest the inability of the Buyer to pay, UNISENSOR shall be entitled to cancel the Buyer's authorisation to collect. In addition, following prior warning of disclosure of the assignment by way of security or realisation of the assigned accounts receivable and subject to it giving a reasonable period of notice, UNISENSOR may disclose the assignment by way of security, realise the assigned accounts receivable and demand that the Buyer disclose the assignment by way of security to the customer.
- Following prior warning, UNISENSOR shall be entitled to realise the reserved title goods taken back and settle the outstanding claims by setting off the proceeds received for them.
- The Buyer shall notify UNISENSOR immediately about any attachments, seizures or other disposals or interventions by third parties.
- If the Buyer fails to comply with its obligations, especially in the case of undue delay in payments, and following unsuccessful expiry of a deadline set for the Buyer, UNISENSOR shall be entitled to withdraw from the contract and to the right of return of the goods; the statutory provisions concerning the dispensability of the deadline shall not be affected. The Buyer shall be obliged to relinquish possession.

V. Deadlines for Deliveries, Delay, Impossibility

- Compliance with the agreed deadlines for Deliveries shall be subject to prompt receipt of all documents to be supplied by the Buyer, together with all necessary permits and releases, especially drawings, and compliance with the agreed payment terms and other obligations by the Buyer. If these prerequisites are not fulfilled in good time, the deadlines shall be extended by a reasonable period of time; this shall not apply if UNISENSOR is responsible for the delay.
- If the failure to meet deadlines is due to force majeure, e.g. mobilisation, war, insurrection, or similar events, e.g. strikes, lockouts, the deadlines shall be extended by a reasonable period of time.
- If UNISENSOR is in arrears the Buyer – insofar as it credibly proves that the aforesaid has caused a loss – may demand compensation for each completed week of delay equalling 0.5%, but a maximum of 5% in total of the price for the part of the Deliveries that could not be taken into operation for their intended use due to the delay.
- Compensation claims by the Buyer over and beyond the limits stipulated in No. 3 shall be excluded in all cases of late delivery, even after expiry of any period of grace granted to UNISENSOR, subject to Section V Paragraph 7 of these General Terms and Conditions.
- If dispatch or delivery is delayed by more than one month at the request of the Buyer after notice of readiness to dispatch has been issued, the Buyer may be invoiced for storage costs for each month or fraction of a month equal to 0.5% of the price of the items to be delivered, but with a maximum of 5% in total. The contracting parties shall retain the right to prove that the storage costs are higher or lower.
- If it becomes impossible for UNISENSOR to make the incumbent delivery for reasons for which it is responsible, the Buyer shall be entitled to demand compensation. However, the Buyer's compensation claim – subject to Section V Paragraph 7 of these General Terms and Conditions – shall be limited to 10% of the value of the part of the Delivery that cannot be put into useful service due to impossibility of performance.
- The liability limitation in Section V Paragraphs 4 and 6 of these General Terms and Conditions shall not apply in cases of intent or gross negligence, or to personal injury; a change in the burden of proof to the detriment of the Buyer shall not hereby be affected. The Buyer's right to withdraw from the contract shall remain unaffected.

VI. Passing of Risk

- Risk shall be transferred to the Buyer, even in case of prepaid carriage, as follows:
 - For deliveries without installation or assembly, when they are brought to the dispatch point or have been collected. UNISENSOR shall insure Deliveries against the usual transport risks at the request and cost of the Buyer.
 - For deliveries with installation or assembly, if agreed, after successful trial operation, but at the latest at the time of commissioning. However, this provision shall not apply if the Buyer collects the Delivery from Unisensor and carries out transport himself or arranges for transport to be carried out by a third party. In this case risk relating to transport damage and other damage to the Delivery not caused by Unisensor during installation or assembly shall pass at the time specified in the above Section VI 1 a).
- If dispatch, delivery, commencement or execution of installation or assembly, commissioning or the trial run is delayed for reasons attributable to the Buyer or if the Buyer is delayed in accepting for other reasons, risk shall be transferred to the Buyer.

VII. Installation and Assembly

Unless agreed otherwise in writing, the following terms and conditions shall apply to installation and assembly:

- If installation, assembly or commissioning is delayed due to circumstances for which UNISENSOR is not responsible, the Buyer shall bear the costs for the waiting period and additional travel incurred by UNISENSOR or the assembly personnel to a reasonable extent.
- The Buyer shall send UNISENSOR weekly certification of the duration of the assembly personnel's working hours and immediate notification of completion of installation, assembly or commissioning.
- If UNISENSOR demands an acceptance inspection of the delivery following completion, the Buyer shall carry it out within two weeks. If the Buyer fails to do so, acceptance shall be deemed to have taken place. The acceptance inspection shall also be deemed to have taken place if the delivery – if applicable following completion of an agreed test phase – has been taken into use.
- Unisensor shall be entitled to have installation and assembly carried out by subcontractors.

VIII. Buyer's Obligations

- The Buyer shall be obliged to support UNISENSOR in the provision of its services. In particular, the Buyer shall create all the prerequisites within its own company sphere that are required in order for UNISENSOR to be able to provide its services.
- The Buyer shall be obliged to ensure proper handling and regular servicing of the products according to UNISENSOR's operating instructions valid at the time the contract is concluded.
- The Buyer shall be responsible for complying with the national laws, ordinances and safety regulations, especially with respect to the permit, installation, operation, servicing and repair of the items delivered. The Buyer shall be obliged to fulfil the aforesaid.

IX. Warranty

The deliveries shall be free of material defects if they have the agreed specification at the time of passing of risk. Properties and characteristics other than or additional to the expressly agreed condition of the deliveries shall not be due. Any warranty for a certain utilisation purpose over and beyond the warranty for this condition agreement or a specific suitability, utilisation period or durability after passing of risk shall only be accepted if this has been expressly agreed in writing; the suitability and utilisation risk shall be the sole responsibility of the Buyer. In accordance with these provisions, Unisensor shall be responsible for a material defect as follows:

- If the Delivery has a material defect at time of passing of risk, UNISENSOR shall be entitled and obliged to subsequent fulfillment. Subsequent fulfillment shall take place at UNISENSOR's discretion either by means of rework or a replacement delivery. The place of performance for subsequent fulfillment shall be the head office of UNISENSOR.
- UNISENSOR shall be granted a reasonable time and opportunity for subsequent fulfillment. If it is refused this, it shall be released from the warranty.
- If subsequent fulfillment fails, is not carried out during a reasonable period of grace granted by the Buyer, or is refused, the Buyer may either reduce the purchase price (reduction) or withdraw from the contract. Subsequent fulfillment shall be deemed to have failed after the second unsuccessful attempt, unless something else results especially from the nature of the item or the defect or other circumstances. Compensation claims and claims for expenses on account of a defect shall not be affected, unless they are limited or excluded according to Section X of these General Terms and Conditions.
- No warranty shall be accepted for defects in the delivered goods caused by normal wear and tear. Any warranty shall cease to apply if operating and maintenance instructions are not followed, changes are made to the deliveries and services, or parts are replaced, unless the customer proves that the defect is not based on this.
- In the case of only a slight breach of contract, in particular in case of minor defects, the Buyer shall not be entitled to withdraw from the contract.
- Article 478 of the German Civil Code (BGB) shall not be affected by the above.

X. Limitation of Liability

- In the event of a breach of obligation, defective delivery or tort, UNISENSOR shall only be liable to pay compensation and reimburse expenses – subject to other contractual or legal liability conditions – for intent, gross negligence and slightly negligent infringement of a material contractual obligation (contractual obligation whose infringement endangers the attainment of the purpose of the contract). However, UNISENSOR's liability in the case of slightly negligent infringement of a material contractual obligation shall be limited to contract-typical damage foreseeable at the time of conclusion of the contract.
- The liability exclusions and liability limitations contained in Section X Paragraph 1 of these General Terms and Conditions shall not apply in the case of acceptance of a guarantee for the properties of the good within the meaning of Article 444 of the German Civil Code, in the case of fraudulent concealment of a defect, in the case of damage arising from death, physical injury or damage to health, and in the case of mandatory liability according to the Product Liability Act.
- In the event of a breach of a pre-contractual obligation or a hindrance to performance that already exists when the contract is concluded (Art. 311 II, 311 a of the German Civil Code), the obligation of UNISENSOR to render compensation shall be limited to the negative interest.
- Insofar as the liability of UNISENSOR is excluded or limited, this shall also apply for the personnel liability of our employees, workers, staff, representatives and other contractual assistants.
- The provisions of Sections IX and X shall not involve a change in the obligation to provide proof.

XI. Maintenance/Service Contract

If UNISENSOR and the Buyer conclude a corresponding maintenance contract, Unisensor shall maintain machines and software according to the contract and shall support the Buyer, in particular, in solving any problems which may occur. The Buyer shall have no entitlement to conclude a maintenance contract. UNISENSOR's usual remuneration rates shall apply to maintenance, unless a warranty case is involved.

XII. Limitation Period

Claims made by the Buyer, which are attributable to a breach of duty, shall uniformly expire one year following delivery of the goods subject to § 479 of the German Civil Code. This provision shall apply irrespective of whether the breach of duty is due to a material defect or an infringement of another contractual obligation. The statutory period of limitation shall apply to personal injuries, losses which come under the Product Liability Act and losses due to deliberate intent or gross negligence.

XIII. Industrial Property Rights and Copyrights

- UNISENSOR shall be liable to the customer as follows for infringements of industrial property rights in connection with the sale of our products if, during contractual use of our products, those industrial property rights are infringed that are valid in Germany and are published at the time of our Delivery:
 - UNISENSOR, at its own discretion and its own cost, shall either acquire a right of use for the product, or change the product so that no property right is infringed, or shall replace the product. If UNISENSOR is unable to do this on reasonable terms, it shall take back the product and reimburse the purchase price.
 - UNISENSOR's aforementioned obligations shall only exist if the Buyer immediately notifies UNISENSOR in writing about the claims made by the third party, does not acknowledge any infringement and UNISENSOR retains the right to take all the defensive measures and settlement proceedings. If the Buyer stops using the product in order to reduce losses or for other important reasons, it shall be obliged to notify the third party that the stoppage of use does not imply any acknowledgement of infringement of property rights.
- Any claims of the Buyer are excluded if it is responsible for the infringement of property rights.
- The Buyer's claims shall also be excluded if the infringement of property rights is caused due to special specifications set by the Buyer, due to a use unforeseeable by UNISENSOR or due to the fact that the product is changed by the Buyer or is used together with products not supplied by UNISENSOR. In this case the Buyer shall be liable for infringements of industrial property rights which have occurred or will still occur. The Buyer shall be obliged to inform UNISENSOR immediately about possible or asserted infringements of industrial property rights which become known to the former and to release UNISENSOR from third-party claims and any costs and expenses.
- Any further claims against UNISENSOR shall be excluded; Section X (Liability Limitation) shall, however, not be affected together with the right of the customer to withdraw from the contract.

XIV. Place of Jurisdiction

- If the Buyer is a businessman, the sole place of jurisdiction shall be, at our discretion, either our head office or our branch office, for all disputes arising directly or indirectly out of the contractual relationship.
- The contractual relationships shall be governed by and interpreted in accordance with German law; the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.