

General Conditions of MCS Micronic Computer Systeme GmbH

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The following general conditions of Chapters A and B supplement (i. e. they also apply) the respectively valid "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry (*Grüne Lieferbedingungen*)" of the Zentralverband Elektrotechnik- und Elektronikindustrie e. V. (hereinafter referred to as the „**ZVEI-AGB**“), which are the basis for the respective contracts of MCS - MICRONIC Computer Systeme GmbH (hereinafter referred to as the "**Supplier**"). The contracting parties/customers of the Supplier are hereinafter referred to as "**Purchaser**". Supplier and Purchaser are collectively referred to as "**Contractual Partners**".

A. GENERAL SUPPLEMENT TO THE ZVEI-AGB

The following provisions supplement the currently valid ZVEI-AGB and apply to all contracts concluded between the Supplier and the Purchaser.

1. Acceptance of the performance

If acceptance of a delivery has been agreed or is taking place, the statutory provisions of contracts for work and services (*Werkvertragsrecht*) shall apply accordingly.

2. Impact of contractual disruptions on delivery to the Supplier (self-delivery)

- (1) The stated or agreed delivery dates are subject to the condition that the parts required by the Supplier for the manufacture / assembly of the desired products are delivered in full and on time by the suppliers to the Supplier (hereinafter "**Self-delivery**"). Due to the tense market situation, some components are subject to delivery bottlenecks and delays.
- (2) The Supplier shall not be liable for the impossibility of delivery or for delays in delivery if these were caused by force majeure or other unforeseeable events at the time of the conclusion of the contract, in particular in case of non-timely Self-delivery. The Supplier will inform about such circumstances immediately. If such events significantly impede or render impossible the Supplier's performance and the hindrance is not only of temporary duration, the Supplier is entitled to withdraw from the contract. In the event of a temporary impediment, the delivery or service periods / dates shall be extended or postponed by the period of the hindrance plus an appropriate start-up period. If the Purchaser is unable to accept the delivery or service as a result of the delay, it may withdraw from the contract by means of an immediate written declaration.
- (3) In case of disruptions in the Self-delivery (in particular in case of component discontinuation), the Supplier is entitled to switch to other suppliers and to provide the products to be delivered accordingly with other components (hereinafter "**Replacement**"). The prerequisite for this, however, is that the components to be replaced are replaced by components of equivalent quality.
- (4) Should it become necessary as a result of the Replacement that the products to be supplied by the Supplier require a new or amended approval, the Supplier will inform the Purchaser prior to the Replacement and arrange the Replacement only if the Purchaser did not object within a period of five working days since receipt of the information. In the event of objection, the Replacement shall be discontinued with the result that the products can no longer be delivered due to the loss of Self-delivery (the provisions of the aforementioned paragraphs 1 to 3 apply accordingly). In case of Replacement, the Purchaser is responsible for the modification or renewed approval of the products unless the Contractual Partners have contractually agreed otherwise.

- (5) If the Contractual Partners have agreed that the Supplier is responsible for the approval of the products, the Supplier shall only initiate the Replacement if the changed or renewed approval of the products is reasonable for it. The Replacement is, in particular, unacceptable if it leads to the effect that the contract is not cost-covering for the Supplier anymore.
3. Maturity of the purchase price
 - (1) The purchase price is due and payable within 14 days after invoicing and delivery or acceptance of the goods. However, the Supplier is entitled to make a delivery in whole or in part only against prepayment; the Supplier declares a corresponding reservation at the latest with the confirmation of an order.
 - (2) If, after conclusion of the contract (e. g. by filing for insolvency proceedings), it becomes apparent that the Supplier's claim to the purchase price is endangered by the Purchaser's lack of ability to pay, the Supplier shall be entitled to refuse performance in accordance with the statutory provisions and - if applicable, after setting a deadline - to withdraw from the contract (§ 321 BGB [German Civil Code]). In the case of contracts for the production of specific items (individual production), the Purchaser can declare his withdrawal from the contract immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.
4. Installation or use of objects or rights at the request of the Purchaser
 - (1) If the Supplier is to use certain objects or rights (the "**Specific Objects/Rights**") of third parties in connection with the service to be rendered by him at the request of the Purchaser (e. g. installation of certain device parts of another manufacturer or of an external software specified by the Purchaser), the Purchaser must ensure, for example by means of appropriate tests with or without the cooperation of the third party, that the Specific Objects/Rights are suitable for the service requested by him. If and insofar as the Purchaser does not inform the Supplier prior to the use of the Specific Objects/Rights, the actual condition of the Specific Objects/Rights existing at the time of use shall represent the condition agreed between the Supplier and the Purchaser.
 - (2) The Supplier shall, if and to the extent that this is apparent to him, inform the Purchaser of any incompatibilities of the Specific Objects/Rights with regard to the delivery to be performed by the Supplier.
 - (3) Defects of the Specific Objects/Rights shall firstly be claimed out of court by the Purchaser against the third party who has produced/supplied the Specific Objects/Rights. The Supplier shall assign to the Purchaser, if necessary, any existing claims against that third party for this purpose.
5. Liability, Statute of limitations
 - (1) Insofar as the Purchaser's liability has been restricted (see, for example, Clause VIII. 10 and Clause XII of the ZVEI-AGB), these limitations of liability shall also apply to breaches of duty by or in favour of persons whose fault is attributable to the Supplier in accordance with statutory provisions.
 - (2) Insofar as the ZVEI-AGB contains provisions relating to the statute of limitations for contractual claims of the Purchaser (e. g. Section VIII. 2 of the ZVEI-AGB), the statute of limitations shall also apply to concurrent non-contractual claims for damages by the Purchaser which are based on the same event.
6. Rights of the Purchaser to the delivered items
 - (1) Goods and items which are the subject matter of the deliveries (hereinafter referred to as "**Delivered Items**") (e. g. design of the delivered devices, circuit diagrams, layout/assembly of the components) are legally protected. The copyright, patent rights, trademark rights, licensing rights and all other (ancillary) copyrights to the Delivered Items as well as to other items which the Supplier transfers or makes available to the Purchaser within the framework

of the initiation and execution of the contract, are exclusively entitled to the Supplier in relation to the Contractual Partners.

- (2) The Purchaser is entitled to use the Delivered Items for the agreed purpose, in the absence of such an agreement for the usual purpose. The Supplier grants the Purchaser a non-exclusive right of use for the agreed or usual purpose of the Delivered Items.

7. Handover/Use of standard software

- (1) The "software clause for the provision of standard software forming an integral part of supplies" of the Zentralverband Elektrotechnik- und Elektronikindustrie e. V. („*Softwareklausel zur Überlassung von Standard-Software als Teil von Lieferungen*“) (hereinafter referred to as "**Software AGB**") in the currently valid version shall apply to standard software provided by the Supplier to the Purchaser for use.
- (2) A standard software according to the Software AGB is deemed to be standard software if it is software produced by the Supplier (possibly based on another software) which, in terms of its equipment and mode of operation, is in principle not only suitable for use by the Purchaser, but also for other users. Adaptations to the Purchaser's needs (e. g. industry-specific adaptations, program modifications, adaptations to the special hardware etc.) do not affect the classification of the respective software as standard software. A standard software shall not be deemed to be standard software only if (i) the relevant program has been created exclusively in accordance with the Purchaser's individual specifications and wishes, (ii) it may only be used by the Purchaser, and (iii) an individual, written software development contract has been concluded between the Supplier and the Purchaser, in which the relevant software is defined as individual software and the above-mentioned requirements (specifications of the Purchaser, exclusive right of use) are explicitly stated.
- (3) For firmware (software embedded in electronic devices and functionally permanently connected to the hardware) the provisions of the Software AGB apply analogously, however firmware may only be used or passed on to third parties in combination with the associated hardware for which it has been released.
- (4) Prior to the conclusion of the contract, the Purchaser has verified that the specification of the standard software or firmware meets his wishes and needs. He is aware of the essential functional features and conditions of the standard software or firmware.

8. Confidentiality and data protection

- (1) The Contractual Partners are obliged to treat all legally protected objects (e. g. software, documents, information) that contain business or trade secrets or are designated as confidential, which they receive from the other Contractual Partner before or during the execution of the contract, confidentially, even after the end of the contract. This does not apply if these objects are publicly known without breach of the obligation to maintain confidentiality or if they are to be disclosed due to mandatory legal provisions. The Contractual Partners shall keep and secure these objects in such a way that access by third parties is excluded.
- (2) The Purchaser shall only make the contractual objects accessible to employees and other third parties who require access for the performance of their duties. He shall instruct such individuals on the confidentiality of the items.
- (3) The Supplier shall process the data of the Purchaser required for business transactions in compliance with data protection regulations. The Supplier may designate the Purchaser as a reference customer after successful completion of the services.

B. GENERAL TERMS AND CONDITIONS FOR SOFTWARE MAINTENANCE CONTRACTS

The following terms and conditions (the "**Maintenance AGB**") shall apply in addition to the currently valid ZVEI-AGB if the subject matter of the underlying contract between the Purchaser and the Supplier is the maintenance of a software. If and insofar as the Maintenance AGB regulates topics which are also part of the ZVE-AGB, the Maintenance AGB shall take precedence.

1. Subject matter of the contract, Scope of services

- (1) The subject matter of the contract is the maintenance of a software together with documentation (the "**Software**") by the Supplier in accordance with the provisions of the Contractual Partners to the contract.
- (2) The subject matter of the contract may include, for example:
 - provision of the latest program version of the Software;
 - updating of Software documentation;
 - advising the Purchaser on problems with regard to the use of the Software as well as on any program errors that may occur;
 - after the expiry of the warranty period following from the software license agreement, the elimination of defects both within the program code and within the documentation.

The exact scope of services shall be determined by the Contractual Partners at the time of conclusion of the contract.

- (3) The maintenance of computer hardware is not subject to the software maintenance contract.
- (4) The Supplier may transfer all or part of the ordered services to subcontractors. In this case, the Supplier shall be liable for them as if they were his own vicarious agent.

2. Remuneration

The remuneration is calculated by monthly intervals and is due on the first working day of each month in advance.

3. Term of contract

- (1) The contract is valid for an indefinite period of time. It may be terminated at the end of a calendar quarter, for the first time one year after the beginning of the software maintenance contract.
- (2) The notice period is three months. Notice of termination must be given in writing.

4. Duty to cooperate of the Purchaser

- (1) In the case of a description, limitation, detection and notification of defects, the Purchaser must follow the instructions given by the Supplier. If necessary, the Purchaser must use the Supplier's checklists.
- (2) The Purchaser must make his error messages and questions as precise as possible. For this purpose, he must have access to competent employees.
- (3) During necessary test runs, the Purchaser shall be present in person or provide competent employees who are authorised to judge and decide on defects, extensions of functions, functional reductions and changes in the program structure. If necessary, other work with the computer system must be discontinued during the period of maintenance work.
- (4) The Purchaser shall grant the Supplier access to the Software using telecommunications. The Purchaser shall establish the necessary connections in accordance with the instructions of the Supplier.

5. Quality defects

- (1) The Software has the agreed quality and is suitable for the contractually stipulated use. If a condition and/or use has not been agreed upon, the usual condition and/or use shall apply. The Software meets the criterion of practical suitability and has the usual quality for software of this kind; however, it is not faultless. A functional impairment of the program resulting from hardware defects, environmental conditions, incorrect operation or similar is not a defect. An insignificant reduction in quality is not taken into account.
- (2) In the case of quality defects, the Supplier may first remedy the defect. Subsequent performance shall be effected at the Supplier's discretion by rectification of the defect, delivery of software which does not have the defect or by the Supplier showing possibilities to avoid the effects of the defect. At least three attempts to remedy the defect shall be acceptable. An equivalent new program version or the equivalent previous program version without the error is to be taken over by the Purchaser, if this is reasonable for him.
- (3) The Purchaser shall support the Supplier in analysing and remedying defects by specifically describing any problems that may arise, providing the Supplier with comprehensive information and granting him the time and opportunity to remedy the defect. The Supplier may, at his own discretion, carry out the remedy of defects on site or at his business locations. The Supplier may also provide services by remote maintenance. The Purchaser shall provide the necessary technical prerequisites at its own expense and shall grant the Supplier electronic access to the software after prior notification.
- (4) The Supplier may demand additional costs from the fact that the software has been modified, used outside the specified environment or operated incorrectly. He may demand reimbursement of expenses if no defect has been found and the Purchaser would not have lodged a complaint if the necessary care had been exercised. The burden of proof shall be borne by the Purchaser.
