

## General Terms and Conditions

of MID GmbH Nuremberg, Kressengartenstr. 10, 90402 Nuremberg, Germany

### 1. Offer and Contract

(1) All orders are subject to written confirmation to be issued by MID GmbH. MID GmbH reserves the right, in the case of products sold via specialist dealers, to handle contracts via such specialist dealers appointed for this purpose.

(2) These General Terms and Conditions shall apply exclusively. Contradicting or deviating terms of the customer shall not be binding on MID GmbH even if such conditions are not expressly rejected. Such terms shall only become legally binding if they are expressly recognized in writing by MID GmbH.

(3) Additions, modifications or subsidiary agreements shall only be valid if confirmed in writing by MID GmbH.

(4) Cost estimates shall be made with due diligence, but shall remain non-binding.

(5) MID GmbH retains proprietary rights and copyrights to all the documents attached to offers, such as illustrations and drawings. Such documents shall only be made available to third parties with the consent of MID GmbH. If the parties do not enter into an agreement, such documents shall be returned on request to MID GmbH without delay.

### 2. Price

(1) Prices shall apply ex place of delivery Nuremberg.

(2) Packaging material being invoiced at cost price or provided at no charge will not be returned by MID GmbH.

(3) Prices shall be calculated according to the applicable list, purchase or rental price on the day on which the order is placed. Maintenance charges as well as prices or remuneration for other services are governed by the respective contracts or MID GmbH's applicable cost rates for services.

(4) All prices are net prices excluding VAT.

### 3. Terms of Payment

(1) Orders with a volume of up to EUR 100,000 shall be due for settlement on delivery. Orders worth more than EUR 100,000 shall be subject to the following payment modalities:

- a) 30% of the value of the order payable on confirmation of order
- b) 40% of the value of the order payable on delivery
- c) 30% of the value of the order payable 30 days following invoicing.

Bills and checks shall only be accepted on account of performance. Discount and collection costs shall be borne by the customer.

(2) If payments are deferred, an interest rate of 5 percentage points above the base interest rate of the European Central Bank shall apply without the requirement to issue notice of default.

(3) If payments are deferred, then an interest of 5 percent above the base lending rate shall be charged for the duration of the deferral, without notice of default. Offsetting against a counterclaim which has not been recognized and is not legally valid is excluded, as is right of retention.

(4) Should the customer default on payment obligations or fail to fulfill the obligations arising out of MID GmbH's retention of title, should they discontinue payment, or should bankruptcy proceedings be instituted against their assets, all remaining debt shall become immediately due for settlement, even if bills with a later maturity are in circulation. Should the remaining debt not be settled immediately, the customer's right to use the delivered object/software shall extinguish and MID GmbH shall be entitled to demand that the software be surrendered/deleted with the exclusion of any right to retention. Any costs incurred in the process of reclaiming the purchased object shall be borne by the customer.

(5) Sales officers and representatives have no collecting authorization unless they are able to identify themselves as authorized to take receipt on the basis of a written collection authorization issued by MID GmbH.

### 4. Period of Delivery

(1) The period of delivery shall begin on the date on which the order is accepted. In the case of larger orders, partial deliveries and performances may be made and invoiced separately. Unforeseen events which are outside the sphere of influence of MID GmbH prolong the period of delivery accordingly—this also applies in the event of strikes and lockouts.

(2) MID GmbH reserves the right to make reasonable design and program changes to the system or software during the period of delivery to the extent that these do not impair its functions.

### 5. Shipping and Installation

(1) Shipping takes place on the account of and at the risk of the purchaser.

(2) In the event that hardware is installed by MID GmbH, shipping and installation costs, including transport insurance costs, shall be borne by the customer.

### 6. Extraordinary Operating Conditions

MID GmbH shall not be liable for malfunctions if operating conditions at the customer fail to conform with the technical specifications specified to the customer by MID GmbH.

### 7. Right of Rescission

Should, subsequent to concluding a contract, MID GmbH become aware of facts relating to the credit standing of the customer which, according to the ordinary practices of a conscientious businessman would have precluded MID GmbH entering such a contract, MID GmbH shall be entitled to set a reasonable deadline for the customer to provide security. After unsuccessful expiry of the deadline, MID GmbH is entitled to rescind the contract.

## 8. Liability

Claims for damages of whatever sort, including indirect damages, are excluded unless,

- a) the damages are based on grossly negligent or intentional acts of representatives and / or agents or auxiliary persons of MID GmbH;
- b) damages are based on harm to life, body or health;
- c) damages are based on the violation of a major contractual obligation. Major contractual obligations are deemed to be such obligations of which the fulfillment is essential for the due execution of the agreement and on which the customer regularly relies on and is allowed to rely on;
- d) damages are based on a violation of mandatory product liability rules.

The exclusion of damages under the above conditions shall also apply to damages based on failures to adhere to delivery periods or damages in connection with lease agreements in the case of defects which arise during the lease period.

## 9. Securing Ownership

(1) The usage rights in the contractual software and the property in the contractual deliveries are being assigned to the customer under the condition of full payment of the agreed upon remuneration. However, the customer shall be entitled to use the Software and the delivered goods within the agreed upon scope already before full payment has been made.

(2) The customer shall notify MID GmbH by way of registered mail of any interference by third parties in the proprietary rights of MID GmbH without delay, stating the address of the third party involved. The customer shall bear all judicial and extra-judicial costs arising as a result of the intervention. If the purchased or rented object has passed into the possession of a third party, MID GmbH shall itself—without the involvement of the customer—be entitled to demand the return of the object.

(3) To the extent that MID GmbH has proprietary rights in the purchased or rented object, MID GmbH or its representative shall be entitled to reassure itself at any time of the continued existence and status of the object. To this end, the customer shall ensure free access to the area in which the object is kept.

(4) The customer shall assume the duties, risks, liability, tax, charges and other burdens associated with the possession, acquisition and operation of the purchased or rented object. The customer shall be liable for any damages caused as a result of intention or gross negligence as well as for the culpable accidental loss of or damage to the purchased or rented object.

## 10. Defects

(1) Incomplete or incorrect deliveries as well as recognizable defects in the purchased or rented object shall be notified immediately in writing to MID three days after delivery at the latest.

(2) No claim may be made for rescission or reduction or withdrawal from the contract unless MID GmbH is unable to rectify the damages.

(3) The customer shall grant MID GmbH a reasonable period of time and opportunity in which to rectify defects.

## 11. Warranties

The warranty obligations of MID GmbH shall be limited to a period of 12 months after the delivery. This shall not apply to claims based on intention or gross negligence, harms to body, life or health or violations of major contractual obligations. For such claims, the statutory periods of limitation shall apply. Warranty obligations shall not apply in case of natural wear and tear, inappropriate handling or maintenance, contamination, using wrong accessories as well as in case of improper effects during transport. The warranty obligations expire in cases of

- a) improper repairs or interferences by third parties;
- b) if the customer uses operating systems not authorized by MID GmbH.

The costs of dismantling and installation as well as transportation costs and travel time shall not be borne by MID GmbH.

## 12. Other Provisions

(1) These terms shall apply for the whole period of the business relationship. Previous terms of sale, delivery or performance shall cease to be valid.

(2) Should individual provisions of the contract be invalid, this shall not affect the binding validity of the remaining provisions.

(3) Additions or modifications to these terms shall only be valid if made in writing.

(4) This agreement and all legal relations between the parties shall be subject to the laws of the Federal Republic of Germany. The applicability of the United Nations convention on contracts for the international sale of goods (CISG) shall be expressly excluded.

## 13. Place of Performance and Legal Venue

The exclusive place of performance and legal venue for all disputes arising from the business relationship—including all court proceedings relating to documents, bills and checks, as well as possible actions for restitution of goods—shall be Nuremberg unless an alternative legal venue is mandated by law.