

General Terms and Conditions of the Company wobe-team GmbH

1. Application of these Terms and Conditions

- 1.1 Exclusively these General Terms and Conditions shall apply to the entire business relations between the supplier and the purchaser, including any future relation. Purchase terms or other terms and conditions of the purchaser shall be hereby excluded. They shall not be applicable. The supplier shall have the right to change these General Terms and Conditions applicable to the entire future business relations with the purchaser after providing a corresponding notice.
- 1.2 If a provision of these General Terms and Conditions is or becomes illegal, invalid, or unenforceable, that shall not affect the validity, legality, or enforceability of the remaining provisions of the contract. The invalid, illegal, or unenforceable provision shall be replaced by that statutory provision, or by a new provision, that comes close to the economic intention of the original provision. In these General Terms and Conditions, the invalid, illegal, or unenforceable provision shall in no case be replaced by a provision of the purchaser's terms and conditions.
- 1.3 If there is a valid master agreement between the purchaser and the supplier, these General Terms and Conditions shall apply to that master agreement and to the individual order.

2. Conclusion of Contract, Scope of Delivery, Written Form

- 2.1 The supplier's offers are subject to change; they are non-binding until the contract is concluded.
- 2.2 Orders of the purchaser are binding for the purchaser. The invoice shall be considered as a confirmation of the order unless the supplier confirms the order otherwise. In the event of a time-limited offer submitted by the supplier and acceptance of this offer in due time, the offer shall be decisive if the order is not confirmed in due time.
- 2.3 If the purchaser is a merchant in terms of the German Commercial Code, exclusively the confirmation made in writing by the supplier shall be decisive for the content of orders and agreements, unless the purchaser disagrees without delay. A notice to the supplier shall in no case be considered to be made without delay if it is not delivered to the supplier within seven days.
- 2.4 Any modification or amendment to the contract, except for a modification in terms of **section 1.1, sentence 4**, shall require the supplier's written consent to be effective. This shall also apply to changes of contractual written-form requirements.
- 2.5 Any termination, rescission, or claim for discounts or damages shall only be effective if made in writing.

3. Date of Delivery, Delivery, Scope of Delivery and Copyrights

- 3.1 Any dates and times of delivery are approximate dates. Times of delivery shall not start until the purchaser has clarified all details of the order and has submitted all required documents, approvals, releases, etc., as well as until receipt of the advance payment according to **section 8.1**. The delivery dates shall be extended correspondingly. Dates and times of delivery shall be deemed met if the delivery object has left the factory or the readiness for dispatch has been notified by the date of expiry.
- 3.2 The supplier shall have the right to perform partial deliveries to a reasonable extent.
- 3.3 The purchaser is obliged to check and acknowledge the delivery note. Potential objections must be notified to the supplier in writing without delay. Otherwise, the acknowledged quantity shall be deemed accepted.
- 3.4 Default in delivery due to disruptions in operation, official measures, acts of God, or other circumstances for which the supplier is not responsible shall extend the time of delivery to a reasonable extent. Labour disputes including strikes and legal lockouts at the supplier's company shall also be considered acts of God. The supplier shall also not be responsible for the aforementioned circumstances if they occur when the supplier

is already in default. The aforesaid shall also apply if these circumstances occur at the supplier's upstream supplier. Any claim for damages made by the purchaser shall be excluded to the extent of **section 14 (liability)**.

- 3.5 If the purchaser suffers a damage due to default in delivery caused by the supplier, the purchaser shall have the right to claim a compensation amounting to a maximum of 5% of the value of the affected part of the total delivery; in the event of default in delivery, the purchaser, after granting a reasonable grace period and submitting an expressed declaration stating that the purchaser will reject to accept the delivery after this period has expired, shall have the right to rescind the contract if the delivery is not made within this period. Further claims in the event of default in delivery, including but not limited to claims for damages, shall be excluded according to the provisions of **section 14 (liability)**.
- 3.6 The delivery time is subject to the contractual agreement; it is usually stipulated by a project schedule of wobe-team included in the order confirmation. Wobe-team's compliance with this project schedule requires that the customer has also fulfilled its contractual duties (in particular the punctual payment of contractual advances and the duty to provide the complete requested information that wobe-team considers to be required for fulfilling the contract).
- 3.7 If wobe-team is definitively not able to render the performance under the contract without being responsible for the impediments to performance, wobe-team shall have the right to rescind the contract without the customer having claims arising from this.
- 3.8 The contract partner may use the delivered software exclusively on the hardware specified by wobe-team. If the occurred defects or impediments to performance are due to circumstances for which wobe-team is not responsible, the warranty shall be void. This applies, for example, if unsuitable resources are used, or if the contract partner has not complied with the installation requirements.
- 3.8 The services of the supplier "wobe-team" in the course of licensing the software shall **not** include delivery of new program versions, software installation, training, or other consulting services and/or work performances exceeding the licensing of the software programs, unless such services are expressly agreed upon in writing in the purchase contract. In particular, wobe-team does not support the customer in connecting the contractual software to another software using the interfaces possibly included in the contractual software.
- 3.9 wobe-team expressly reserves the right to deliver the contractual software including a technical protective mechanism (copy protection). The evasion of technical protective measures violates the rights of wobe-team and may be illegal. To the extent the customer is not able to make a backup copy due to the protective mechanisms, wobe-team will provide an additional copy at a reasonable price if the customer makes an affirmation in lieu of an oath to the effect that the original copy has been damaged or otherwise destructed, specifying the reasons.
- 3.10 The customer shall be granted the non-transferable and non-exclusive right to use the licensed software programs and the data created by wobe-team. Licensing to third parties for publication purposes, use and/or duplication is not permitted. The customer may only sell the copies to third parties if the customer renounces the use of the software programs and the third party undertakes towards wobe-team, by submitting a declaration in writing, to protect the programs, and also accepts the limits of the right to use the copies that exist for the customer. The surrender of copies to third parties shall require in any case the prior written consent of wobe-team.
- 3.11 The customer must not modify the software products; wobe-team is not obliged to deliver source programs but, on principal, shall deliver object programs. The software products of

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wobe-team are trade secrets; therefore, the customers, or third-parties commissioned by the customer, are not allowed to transform, even partially, these products into source programs. Copies, transcriptions or other duplications are exclusively allowed for internal use for internal backup and documentation purposes.

4. Acceptance and risk taking

- 4.1 The purchaser can accept the delivery item after completion at the supplier's factory. The acceptance must not be refused due to negligible defects; **section 10.5.** shall be applicable. This shall not apply if the acceptance is unreasonable under the given circumstances, or if the performance parameters have been expressly warranted. The supplier shall not charge any additional costs for the acceptance. The purchaser shall bear the purchaser's costs for the acceptance, including but not limited to travel costs. The acceptance shall be confirmed by an acceptance protocol to be signed by the two contractual parties. The term of the warranty (12 months unless stipulated otherwise in writing in the purchase contract).
- 4.2 The risk shall pass on to the purchaser with the acceptance of the delivery item, or, if an acceptance has not been performed, with the dispatch of the delivery items, also in the event of partial deliveries or if the supplier is obliged to render other performances, such as paying shipping costs. The risk shall be passed on irrespective of the installation according to **section 4.4.**
- 4.3 On the purchaser's request, the supplier shall take out, at the purchaser's costs, insurances for the shipment against theft, breakage, transport, fire and water, as well as against other risks.
- 4.4 The delivery item shall be installed and commissioned at the location stipulated by the purchaser if installation and commissioning is included in the order. The purchaser shall bear the costs for these services. These services are not included in the price for the delivery item; they are charged on a time and material basis at the supplier's terms of installation applicable at the time of the commissioning.

5. Shipment

- 5.1 The delivery shall be ex works. The supplier shall initiate the shipment to the purchaser on behalf and at the costs and risk of the purchaser. This shall also apply if, stipulated by individual agreements, the supplier bears the transport costs and/or insures the transport or installs the delivery item at the purchaser's premises.
- 5.2 The supplier shall take out a transport insurance on demand and at the expenses of the purchaser. The supplier shall have the right to name itself as the beneficiary. When selecting the transport insurer, the supplier shall only be liable for exercising due diligence.
- 5.3 Delivery items notified to be ready for dispatch must be collected immediately when the delivery date has been reached. If there is a delay in the shipment due to circumstances for which the purchaser is responsible, the purchaser shall be in default starting from the day when the readiness for dispatch is being notified. Section 294 of the German Civil Code shall be excluded. Thus the risk shall pass on to the purchaser. In this case, the supplier shall transfer the goods in stock at the purchaser's risk and costs. The supplier shall charge the purchaser the storage costs for each month, starting one month after the readiness for dispatch has been notified, in case of storage at the supplier's premises with at least 0.5 % of the invoice amount. The supplier shall have the right, after granting a reasonable grace period and expiry of this period without performance, to freely dispose of the delivery item and to deliver the item to the purchaser within a reasonably extended period.

- 5.4 If the shipment to the purchaser is not post-paid by the supplier, the purchaser is obliged to pay the shipment upon delivery. If the supplier is obliged to bear the transport costs due to an individual agreement, the purchaser may deduct the paid shipment costs when paying the invoice. If the supplier is obliged to bear the transport costs due to an individual agreement, this shall apply at most to the distance between the supplier's factory and the destination specified in the order confirmation. The purchaser shall bear any increase of the shipping costs due to subsequently changing the mode of transport, the route of transport, the destination or similar circumstances affecting the shipment costs. In case of shipments to closer stations than those specified in the order confirmation, the supplier shall bear the shipping costs according to the aforementioned terms at most for delivery to the actual destination.
- 5.5 The purchaser is obliged to record transport loss and damage in the shipment receipt with a corresponding reservation. In addition, the purchaser is obliged to announce such loss and damage in writing to the carrier. The purchaser is obliged to immediately initiate all measures required for ensuring the rights of the supplier. Transport loss or damage must be notified to the supplier within a preclusion period of one week.
- 5.6 Transport loss or damage shall not exempt the purchaser from paying the complete purchase price to the supplier. The purchaser shall assign in advance all claims towards third-parties arising from transport loss or damage to the supplier. The supplier shall accept the assignment. This assignment and any potential performance of the transport insurance according to **section 5.2** shall be made exclusively on account of performance.

6. Prices and Price Changes

- 6.1 Unless stipulated otherwise, the prices are ex works plus the value-added tax applicable when concluding the contract.
- 6.2 The supplier shall additionally charge the purchaser disassembly, loading and packaging costs at the cost price. Disposal costs for packaging material that the supplier must bear as per the applicable statutory regulations shall be charged to and paid by the purchaser.
- 6.3 If there is an increase in the statutory value-added tax after concluding the contract, the stipulated gross price shall be increased correspondingly.
- 6.4 If the purchaser purchases the goods from the supplier for the list price and the list price increases within the period between closure of the contract and actual delivery, the stipulated price shall increase correspondingly. Possibly stipulated discounts shall also be considered for the increased price. If the price agreement is not based on the list price, the supplier shall have the right to subsequently modify the price in a reasonable if the cost factors for the goods or for other stipulated performances increase considerably. The purchaser shall have the right to rescind the contract if such price modification leads to a considerably increased price and if the purchaser can prove that the goods can be purchased from another supplier at a considerably lower price with other terms unchanged, and if the supplier is not willing to fulfill the contract, despite a corresponding proof, at the lower price.

7. Trial material

The purchaser shall provide trial material free of charge at the supplier's factory.

8. Terms of Payment, Offset and Right of Retention

- 8.1 Unless stipulated otherwise, the payment must be made immediately net cash without any discount and costs for the supplier as follows:
 - 30% advance payment upon closure of the contract.
 - 60% when the purchaser has been notified that the main parts are ready for dispatch,
 - 10% after completion or after the stipulated acceptance.

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- 8.2 The receipt on the supplier's banking account shall be decisive for the fulfillment, the timeliness of the payment, and potentially stipulated discounts. Payment by cheque and/or by note shall be made exclusively on account of payment. In the case of payment by cheque or by note, the payment shall not be deemed fulfilled until the supplier's liability in relation to these documents has ended after being definitively paid by the purchaser (including the related costs).
- 8.3 No discount shall be granted for trade bills and promissory notes. The supplier must be provided with promissory notes and trade bills within 30 days after the invoice date and the term must not exceed 90 days starting from the invoice date. The purchaser shall bear bill discounts and other expenses for both trade bills and promissory notes. There is no obligation to accept trade bills or promissory notes. Bills of exchange shall only be accepted if they can be discounted at the supplier's bank. The acceptance of trade bills or promissory notes shall require the supplier's expressed prior consent.
- 8.4 If a term of payment has been agreed upon and if the purchaser's financial circumstances have deteriorated considerably or a corresponding deterioration can be expected based on objective circumstances, the supplier shall have the right to demand all receivables be paid immediately and/or to make deliveries dependent on advance payments. In the event of a deferral or a payment plan agreement, all receivables to be paid by the purchaser shall be due immediately if the purchaser definitively refuses to pay or if the purchaser is more than 14 days in default of payment. This shall not apply if the amount in default is less than 10% of the outstanding receivables.
- 8.5 The purchaser shall be in default if the purchaser does not pay upon a reminder submitted by the supplier after the payment is due. Irrespective of that, the purchaser shall be in default if the purchaser does not pay by a calendar date stipulated in the agreement as the payment date. The statutory regulation saying that the debtor shall be automatically in default 30 days after the due date and the receipt of an invoice shall not be affected.
- 8.6 If the purchaser is in default, the supplier shall have the right to demand interests for the outstanding amount of 5 basis points above the current prime rate of the German Federal Bank as well as a share of EURO 2.56 per reminder, subject to further claims. The purchaser shall have the right to prove that the supplier has not suffered further damage or has suffered considerably less damage. If the purchaser is a merchant in terms of the German Commercial Code, the receivable shall accrue interests of 5 basis points above the current prime rate of the German Federal Bank counting from the due date.
- 8.7 An offset against counterclaims and a right of retention shall be excluded for the purchaser unless in case of undisputed or legally established receivables of the purchaser. This shall also apply to asserting claims for defects.
- 8.8 Section 454 of the German Civil Code shall not be applicable.
- 9. Standards**
The delivery item shall be produced in accordance with the VDI standards applicable at the time of the production as well as in accordance with the safety and health requirements of the European directive 89/392/EEG, Annex IIA, and the machine protection regulations applicable in the Federal Republic of Germany, which are issued by the Accident Prevention & Insurance Association competent at the supplier's location.
- 10. Quality and Warranty**
- 10.1 Properties shall only be guaranteed if these are expressly referred to as properties in the contract. Verbal specifications and specifications made in the supplier's documentation shall not include any warranty. Dimensions, performance descriptions and other specifications on the character of the delivered item are only intended for specification purposes and are not warranted properties. To the extent the material to be used by the supplier is specified by the contract, the supplier shall only warrant the compliance with the specification and not the suitability of the material for the contractual purpose. The supplier is only obliged to indicate obviously unsuitable material.
- 10.2 The purchaser is obliged to properly inspect the delivered goods at own costs without delay upon receipt and to notify the supplier about any defects, wrong deliveries, obviously non-approvable wrong deliveries, or shortage in quantity, in writing and without delay. The notification must be given within a preclusion period of seven days starting from receipt of the delivery. Hidden defects must be announced to the supplier upon detection without delay and in writing.
- 10.3 Potential defects in quality of a partial delivery shall not entitle the purchaser to reject the remaining delivery unless the purchaser can demonstrate that the acceptance of only a part of the delivery is not reasonable considering the circumstances.
- 10.4 Damage due to unsuitable or improper use, inadequate or negligent operation, incorrect installation and/or commissioning performed by the purchaser or third parties, or due to external events, normal wear and tear, corrosion, unsuitable resources, substitute material, inadequate construction work, unsuitable building ground, chemical, electrochemical or electrical influences, as well as due to modifications or maintenance performed without the supplier's approval shall be excluded from the warranty unless the supplier is responsible for the damage.
- 10.5 The purchaser's warranty claims are limited to claims for remedy of defects or compensatory delivery at the supplier's choice. The supplier shall have the right to perform a reasonable number of attempts to remedy or compensatory deliveries. After consulting with the supplier, the purchaser shall be obliged to grant the supplier the required time and opportunity to remedy or perform the compensatory deliveries. Only in urgent cases, when the operational safety is at risk or to prevent out-of-scale damage (in these cases the supplier must be informed immediately), or if the supplier is in default in remedying the defect, the purchaser shall have the right to remedy the defect or have it remedied by third parties and to demand the supplier to compensate the accrued costs. If the remedy or the compensatory delivery fails, the purchaser shall have the right to rescind the contract or to reduce the remuneration at own choice. This right shall be limited to the affected delivery to the extent that such limitation is not unreasonable for the purchaser due to the nature of things.
- 10.6 The supplier shall bear the substantial costs of the remedy, in particular the transportation, travel, work and material costs, as well as the costs for damage to the delivery item or other damage necessarily caused by the remedy. Apart from that, the purchaser shall bear the costs.
- 10.7 Parts of the delivery item that have been replaced by others shall become the property of the supplier.
- 10.8 The liability for defects as to the quality and defects of title shall become invalid after the expiry of 12 months counting from the handover.
- 10.9 Further claims, in particular claims for damages, shall be limited according to the provisions of **section 14 (liability)**. In particular the liability for consequential damage caused by a defect shall be excluded.
- 11. Obligation to Perform, Impossibility and Non-Performance**
- 11.1 The supplier's obligation to deliver and the time of delivery are subject to the correct, complete, and punctual supply to the supplier, in particular in case of replacement parts, as well as to the proper performance of the supplier's subcontractors.
- 11.2 If the complete performance becomes impossible for the supplier before the risk passes due to a circumstance for which the supplier is responsible, the purchaser shall have the right to rescind the contract. In the event of a partial impossibility or a

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partial inability, the aforesaid provision shall only apply to the corresponding part. In this case, however, the purchaser shall have the right to rescind the overall contract if the purchaser can demonstrate a reasonable interest to reject the partial delivery. Further claims of the purchaser, in particular claims for damages, shall be excluded according to the provisions of **section 14 (liability)**.

- 11.3 If the impossibility occurs during the default in acceptance or if it is caused by the purchaser, the purchaser shall still be obliged to perform.
- 11.4 After having rescinded the contract and/or after fixing a time limit under penalty of rejection according to 326 of the German Civil Code, the supplier shall have the right to freely use returned goods. Returned goods shall be considered according to section 12.8. for claims for damages.

12. Retention of Title

- 12.1 The supplier shall be the owner of the delivered goods (goods subject to retention of title) until the purchaser has completely paid all of the supplier's receivables existing at the time of concluding the corresponding contract and arising from the business relation between the supplier and the purchaser, and until the supplier is completely and legally exempted from its liability due to dishonoured promissory notes. The supplier shall also be the owner of the goods subject to retention of title until the supplier's future receivables are completely paid.
- 12.2 It shall be excluded to pledge the goods subject to retention of title to third parties, or to transfer them by way of security; it shall also be excluded to assign or pledge the corresponding entitlements. In the event of distraints and seizures executed by third parties including the assertion of liens such as lessor's liens and in case of other impediments of the supplier's liens, the supplier must be informed immediately. The purchaser shall bear the costs for any intervention by the supplier unless third parties have to bear them.
- 12.3 In the event of default of payment, the goods subject to retention of title must be returned to the supplier without delay. The same applies if a substantial deterioration of the purchaser's financial situation occurs. The demand for return and taking back shall not be considered a rescission of the contract.
- 12.4 If the purchaser purchases the goods subject to retention of title with the intention to resell them immediately, the purchaser shall have the right to sell them in the regular course of business. If the goods subject to retention of title are not intended for immediate resale, reselling shall not be permitted without the supplier's prior consent. The resale shall also be excluded if the arising receivable is collected from former assignments of the purchaser to third parties, for example through a blanket assignment. The full amount of the receivables accrued due to the sale of the goods subject to retention of title shall already be assigned to the supplier, with all ancillary rights and liens, with effect from the time of their accrual. The supplier hereby accepts this assignment. If the goods subject to retention of title are sold in conjunction with other goods, the assignment shall refer to the amount that the supplier has invoiced the purchaser for the goods subject to retention of title. In the event that the supplier is only entitled to a co-ownership share for the goods subject to retention of title, the assignment shall refer to the amount that corresponds to the value of the goods subject to retention of title that the supplier has invoiced and delivered to the purchaser, and from which the co-ownership share arises. The supplier shall have priority in all assignments. If the purchaser includes the receivables arising from reselling goods subject to retention of title in a current account relationship with the purchaser's buyers, the recognised individual balance receivables and the ending balance receivable shall be assigned to the supplier to the extent of the included individual (partial) receivables that would have been assigned according to the

aforesaid provisions if these had not been receivables to be included in the current account. The purchaser's accounts shall be decisive for identifying the third-party debtors according to first and last name, address, and amount of the receivables. Any other assignment, pledging, or debiting of these receivables or of parts of these receivables shall be excluded.

- 12.5 The purchaser shall have the right to collect the receivables in the regular course of business as long as the purchaser fulfils its obligation to pay the supplier. The assignment of the receivable shall be excluded. This shall not apply in the event of an assignment for the purpose to collect receivables in the course of factoring if concurrently the factor's obligation is established to pay the compensation amounting to the supplier's share of receivables directly to the supplier as long as receivables of the supplier against the purchaser exist.
- 12.6 The purchaser's right to resell the goods subject to retention of title and also the purchaser's right to collect the receivables shall cease if the purchaser is more than one month in default of payment, if the purchaser stops the payment, in the event of a cheque or note protest (to the extent that the supplier is any sort of beneficiary of the cheque or note), if goods subject to retention of title have been seized, or if insolvency proceedings or composition proceedings, in court or out of court, against the purchaser's assets have been filed for. The supplier must be informed without delay about the aforementioned events. The supplier must be provided with a list specifying the existing goods subject to retention of title. The goods subject to retention of title must be stored separately and must be returned to the supplier on request. The supplier shall also have the right to immediately collect the receivables assigned to him. The purchaser must inform the supplier without delay about the assigned receivables specifying their composition, amount, date of accrual, as well as first and last name, and address of the third-party debtors. This shall also apply to any other information required for the determination and the collection of the receivables. The purchaser is obliged to inform the third-party debtors about the assignment without delay. On demand, the purchaser shall provide the supplier with a deed of assignment. The money incoming after the right to collect receivables assigned to the supplier has ceased shall be accepted on a trust basis to the extent of the amount of all secured receivables, and shall be paid out immediately to the supplier, or collected on a special account designated as "**Money held in trust for wobe-team GmbH**". The purchaser agrees with the supplier that the supplier is the owner of the accepted money. The purchaser shall already assign the claims arising from the said account to the supplier. The supplier accepts this assignment.
- 12.7 After having rescinded the contract and/or after fixing a time limit under penalty of rejection according to 326 of the German Civil Code, and after expiry of the time limit without performance, the supplier shall have the right to freely use the returned goods. The proceeds of sale shall be credited to the purchaser. The proceeds of the sale shall be reduced by reasonable return, reprocessing, and sales costs. The salaries of the supplier's employees assigned with these tasks shall be included proportionally. 25 % of the proceeds of the sale shall be the applicable sales costs. The amount credited, however, shall be limited to an amount that a company of the supplier's trade level would normally pay as a purchase price for the returned goods subject to retention of title considering the condition of the goods at the time of the return and the situation. In the case of goods manufactured by the supplier, at most the supplier's cost price, administration and distribution costs excluded, shall be credited. The credited amounts shall be offset against the supplier's receivables as long as the latter exist.
- 12.8 The purchaser, at own expenses, is obliged to insure the goods subject to retention of title to the normal extent at replacement value, in any case, however, against fire, windstorm, fire, loss,

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breakage and theft; the purchaser is obliged to prove the insurance coverage to the supplier on request. The supplier shall have the right to take out the insurance on behalf and at the expenses of the purchaser if the purchaser does not provide evidence. The purchaser hereby assigns the supplier all claims against the insurer and/or other third parties in conjunction with the goods subject to retention of title, to the amount of the share corresponding to the supplier's goods subject to retention of title. The supplier accepts this assignment. The other provisions agreed upon in conjunction with this retention of title shall apply correspondingly.

- 12.9 If the supplier's secured receivables are secured by the goods subject to retention of title and/or assignments, or other securities, to more than 110% not only temporarily, the supplier shall release liens of his own choice up to the aforementioned limit at the purchaser's request. For assessing the securities, marketable proceeds for the securities shall be assumed. In no case, however, a higher value shall be applied than the value to be credited to the purchaser according to the aforesaid provisions in the event of a return and/or a collection of the receivables. Receivables shall be assessed according to the principals of proper accounting and interests shall be discounted if applicable. On request, the purchaser shall provide the supplier with the information required for this assessment without delay.

13. Industrial Property Rights

The supplier reserves all property rights, copyrights, and other industrial property rights of cost estimates, drawings, and any other documents and data carriers. Third parties must not be given access to these documents. If the purchaser violates these rights, the purchaser shall be liable for any damage the supplier suffers due to this violation.

14. Liability

- 14.1 The supplier shall not be held liable for damages. In particular, the supplier shall not be held liable for damage caused by the breach of contractual obligations. This shall also apply to the supplier's liability for consulting. This disclaimer shall apply to claims arising from action ex delicto to the extent that they complete against contractual claims. This disclaimer shall also apply to claims against the supplier due to culpa in contrahendo. In particular indirect damage shall be excluded. The same shall apply to consequential damage caused by a defect. The aforesaid disclaimers shall not apply:
- in the event of wilful misconduct or gross negligence committed by the supplier's institutions or employees,
 - in the event of damage due to the breach of substantial contractual obligations,
 - in the case of initial incapacity,
 - if warranted properties are missing, or
 - in the event of damage to health or life.
- 14.2 The amount of the supplier's liability shall be limited in any case to amounts that are covered by a business liability insurance that is customary in the corresponding line of business and reasonable for the supplier's business operation. The supplier shall pay the purchaser a potential excess arising from the insurance contract if the supplier qualifies for benefit from the liability insurance. This shall not apply:
- in the event of wilful misconduct or gross negligence committed by the supplier's institutions and/or executive employees,
 - to the extent that the insurer is not liable to pay for reasons for which the purchaser is not responsible, or
 - if warranted properties are missing.
- 14.3 Claims for damages due to the breach of substantial contractual obligations shall be limited to the damage that is typical for the contract and that can be expected by the supplier when con-

cluding the contract. The supplier's liability is therefore excluded in particular for damage that can be exclusively attributed to the risks the purchaser has to take. Claims for damages due to warranted properties missing shall be limited to the damage for which the purchaser was to be ensured by the warranty. The amount of the liability shall be limited according to **section 14.2**. The aforesaid disclaimers shall not apply in the event of wilful misconduct or gross negligence committed by the supplier's institutions or employees.

- 14.4 The supplier shall not be held liable for damage caused by its employees. This shall not apply:
- in the event of damage caused by the supplier's institutions or employees due to wilful misconduct or gross negligence,
 - if the supplier's institutions or executive employees have breached their duty of supervision and to properly select personnel due to wilful misconduct or gross negligence, or
 - if these employees have breached the supplier's substantial contractual obligations due to wilful misconduct or gross negligence.
- 14.5 Claims for damages (except in the case of wilful misconduct committed by the supplier or its executive employees) shall be excluded unless legal actions are taken to assert the claims within 3 months after the supplier or its insurer have rejected the claims with a corresponding notification. Any potential claim for damages of the purchaser (except in the case of wilful misconduct committed by the supplier or its executive employees) shall cease within 1 year counting from the date when the purchaser becomes aware of the claim unless these Terms and Conditions or the law stipulate a shorter period. This shall not apply to claims arising from action ex delicto.
- 14.6 The aforesaid disclaimers or limitations of liabilities shall not apply
- to claims arising from the German Production Liability Act, if the liability is mandatory according to this act,
 - to the extent that the supplier can take out a business liability insurance customary in the corresponding line of business and reasonable for the supplier's business operations.
- 14.7 Even the most comprehensive examination and all due diligence cannot ensure that the licence software is absolutely free from defects. The supplier shall therefore assume no liability for the correctness of the licence software.

15. Place of Performance, Jurisdiction, Applicable Law

- 15.1 The place of payment and the place of delivery shall be Kiel, .
- 15.2 In the case of purchasers that are merchants in terms of the German Commercial Code, corporate bodies under public law or special funds under public law, Kiel shall be the place of jurisdiction. Law suits against the supplier can only be filed in Kiel.
- 15.3 The German substantive law shall be exclusively applicable, excluding private international law, uniform international law and in particular excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16. Privacy Policy

The supplier shall have the right to process and store data - also third-party data - received in conjunction with the business relation in terms of the German Data Protection Act, or have these data processed and stored by third parties. The purchaser and the supplier shall ensure that the data processing equipment and databases at their premises satisfy the requirements of the applicable data protection statutes and regulations. Both parties shall maintain secrecy with regards to the business and company matters that they have become aware of, and they shall keep all information related to the fulfilment of this contract in strict confidence, also beyond the termination of the contract.

As of March 2009

General Terms and Conditions of the Company wobe-team GmbH (Registered with the local court of Kiel, Germany, under the registration number: HRB 5386, value-added tax identification number as per § 27 a of the German Value-Added Tax Act. DE 114 205 780 Schauenburgerstr. 116, 24118 Kiel, Germany

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