

General Terms and Conditions of InvenSor GmbH

Article 1

General – Area of applicability

- (1) Our conditions of sale apply exclusively; we do not recognize the customer's conditions that are contrary to or deviating from our conditions of sale, unless we would have expressly agreed to their validity in writing. Our conditions of sale apply even if we carry out the delivery to the customer without reservation despite being aware of the customer's conditions contrary to or deviating from our conditions of sale.
- (2) All agreements made between us and the customers for the purpose of the execution of this contract are recorded in writing in said agreements.
- (3) Our conditions of sale only apply towards commercial customers in the sense of Article 310, paragraph 1 of German Civil Code [BGB].

Article 2

Offers – offer documentation

- (1) Our offer is non-binding, insofar as nothing different arises from the order confirmation. Our internet and brochure offers are not offers in this sense, unless they are confirmed in a written offer to the customer.
- (2) We retain the proprietary and copyrights to figures, drawings, calculations and other documentation. This also applies for written documentation identified as "confidential". The customer must obtain our express written approval prior to transfer of said items to third parties.
- (3) Consulting services are not provided by us unless they are an express part of the service offering in our offer and order confirmation.

§ 3

Prices – payment conditions

- (1) Insofar as nothing different arises from the order confirmation, our prices apply "ex works" excluding packaging; this is billed in a separate invoice.
- (2) The legal value-added tax is not included in our prices; it is shown separately at the legally specified rate on the day of invoicing.
- (3) The reduction of cash discounts requires a separate written agreement.
- (4) Insofar as nothing different arises from the order confirmation, the purchase price is due for payment within 14 days of the date of invoice. With an order volume greater than €50,000.00, 50% of the total purchase price is due for payment immediately following our order confirmation. The legal regulations pertaining to the consequences of default of payment apply.

- (5) The customer is only entitled to offsetting rights if its counterclaims have been determined to be legally valid, are undisputed or are recognized by us. In addition, the customer is only authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

Article 4

Delivery period

- (1) The beginning of the delivery period specified by us is subject to the clarification of all technical questions.
- (2) The observance of our delivery obligation additionally requires the timely and proper fulfillment of the duties of the customer. We reserve the right to the objection of an unfulfilled contract.
- (3) If the customer enters into default of acceptance or culpably breaches its other duties of cooperation, we are entitled to demand compensation for the damages to which we are entitled, including any additional expenditures. Further claims or rights are reserved.
- (4) Insofar as the requirements of paragraph (3) are met, the risk of accidental loss or accidental worsening of the purchase item transfers to the customer during the time in which it has entered into default of acceptance or payment.
- (5) We are liable according to the legal provisions, insofar as the purchase contract is based on a firm deal in the sense of Article 286, paragraph 2, no. 4 of German Civil Code [BGB] or of Article 376 of German Commercial Code [HGB]. We are also liable according to the legal provisions insofar as the customer is entitled to assert that it no longer has interest in further contractual fulfillment as a consequence of the default of delivery for which we are responsible.
- (6) We are also liable according to the legal provisions insofar as the default of delivery is based on an intentional or grossly negligent breach of contract for which we are responsible; the fault of one of our representatives or vicarious agents also applies to us. Insofar as the default of delivery is based on a grossly negligent breach of contract for which we are responsible, our liability for damages is limited to the foreseeable, typically occurring damages.
- (7) We are also liable according to the legal provisions, insofar as the default

of delivery for which we are responsible is based on the culpable breach of a significant contractual duty; in this case, however, the liability for damages is limited to the foreseeable, typically occurring damages.

- (8) For the remainder, we are liable in the case of default of delivery in the scope of a flat rate for compensation amounting to 0.5% of the delivery value for each completed week of default, however not totalling more than 5% of the delivery value.
- (9) Additional legal claims and rights of the customer are reserved.

Article 5 Transfer of risk

- (1) Insofar as nothing different arises from the order confirmation, delivery "ex works" is agreed upon.
- (2) Insofar as the customer desires it, we shall arrange for transport insurance to cover the delivery; the costs arising in this respect shall be borne by the customer.

Article 6 Liability for defects

- (1) The customer's claims for defects require that its obligations for inspection and reporting of defects pursuant to Article 377 of German Commercial Code [HGB] have been properly fulfilled.
- (2) Insofar as there is a defect of the purchase item, we are entitled to subsequent fulfillment in the form of rectification of defects or to the delivery of a new item free of defects, according to our discretion. In the event of subsequent fulfillment, we are only responsible for the corresponding expenditures up to the amount of the purchase price.
- (3) If the subsequent fulfillment is unsuccessful, the customer is entitled to withdrawal or to demand a reduction in price, according to its discretion.
- (4) We are liable according to the legal provisions, insofar as the customer asserts claims for compensation for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not to blame for intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damages.
- (5) We are liable according to the legal provisions, insofar as we culpably breach a significant contractual duty; in this case the liability for damages is also limited to the foreseeable, typically occurring damages.

- (6) The liability based on culpable injury to the life, limb or health remains unaffected; this also applies for the mandatory liability in accordance with the German Product Liability Act.
- (7) Insofar as nothing deviating is regulated above, liability is excluded.
- (8) As a basic rule, the period of limitation for claims for defects is 12 months, calculated from the time of the transfer of risk. This does not apply insofar as the purchase item is normally used for construction and has caused the defect.
- (9) The period of limitation for purchase items of our own production is 24 months, insofar as the customer performs commissioning and service work specified by us, records said work in the specified form and has sent us the records by fax at the prescribed time.
- (10) The customer does not receive any guarantees from us in the legal sense.

Article 7 Joint liability

- (1) Liability for damages beyond that which is provided in Article 6 is – without regard to the legal nature of the asserted claim – excluded. This applies particularly for damage claims from fault in conclusion of contract, on the basis of other breaches of duty or due to tortious claims to compensation for property damages pursuant to Article 823 of German Civil Code [BGB].
- (2) The limitation pursuant to paragraph (1) also applies insofar as the customer demands compensation for wasted expenditures instead of a claim to compensation for damages in place of performance.
- (3) Insofar as the liability for damages towards us is excluded or limited, this also applies in respect to the liability of our employees, staff, workers, representatives and vicarious agents for personal injury.

Article 8 Reservation of title

- (1) We retain the proprietorship of the purchase item until the receipt of all payments from the delivery contract. In the event of conduct of the customer in violation of the contract, in particular with

default of payment, we are entitled to repossess the purchase item. A repossession of the purchase item by us is tantamount to a withdrawal from the contract. After the repossession of the purchase item, we are entitled to its exploitation; the proceeds of the exploitation are to be credited against the liabilities of the customer – minus reasonable exploitation costs.

- (2) The customer is obligated to handle the purchase item with care; in particular, it is obligated to insure said item at its own expense against fire and water damage as well as theft at an amount equal to the new value. Insofar as maintenance and inspection work are necessary, the customer must perform said work on a timely basis and at its own expense.
- (3) In the event of distraints or other interventions of third parties, the customer must immediately inform us in writing so that we can file a suit pursuant to Article 771 of German Code of Civil Procedure [ZPO]. Insofar as the third party is not capable of compensating us for the judicial and extrajudicial costs of a suit pursuant to Article 711 of German Code of Civil Procedure [ZPO], the customer is liable for our losses.
- (4) The customer is entitled to sell the purchase item in the normal course of business; however, it hereby already assigns us all claims which arise for the purchaser from the sale to its purchaser or third party in the amount of the final invoice total (including VAT) of our claim, and depending on whether the purchase item has been sold without or after further processing. The customer remains empowered to collect this claim after the assignment. Our right to collect the claim ourselves remains unaffected by this. However, we are obligated to refrain from collecting the claim as long as the customer fulfills its duties of payment from the collected proceeds, does not enter into default and, in particular, no petition has been filed for the opening of insolvency proceedings and payments have not been discontinued. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection of said claims, hands over the corresponding documentation and informs the debtors (third parties) of the assignment.
- (5) The processing or conversion of the purchase item by the customer is always undertaken on our behalf. If the purchase item is processed together with other items not belonging to us, we acquire co-ownership of the new item proportional to the value of the purchase item (final invoice amount, including VAT) to the other processed items at the time of the processing. For the remainder, the same applies for the

item arising from the processing as for the purchase item delivered under retention of title.

- (6) If the purchase item is permanently combined with other items not belong to us, we acquire co-ownership of the new item proportional to the value of the purchase item (final invoice amount, including VAT) to the other combined items at the time of the combination. If the combination takes place in another manner, in which the property of the purchaser should be considered the primary item, it applies as agreed that the customer transfers proportional co-ownership. The customer shall keep the item subject to our sole ownership or co-ownership safe for us.
- (7) For the security of our claims against the customer, the customer also assigns claims towards a third party arising through the combination of the purchase item with property.
- (8) We are obligated to release the collateral to which we are entitled at the request of the customer, insofar as the realizable value of our collateral exceeds the claims to be secured by more than 10%; the selection of the collateral to be released is incumbent on us.

Article 9

Jurisdiction – place of fulfillment

- (1) The location of the court of jurisdiction is Berlin; however, we are entitled to bring suit against the customer in the court of jurisdiction in the location of its registered office.
- (2) The law of the Federal Republic of Germany applies; the applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (3) Insofar as nothing different arises from the order confirmation, Berlin, the location of our company's production facility is the place of fulfillment.