

General Terms of Delivery

of Gantner Electronic LLC Germany

Section 1 Scope

(1) These general terms of delivery only apply to entrepreneurs (section 14 German Civil Code), legal entities under public law or special funds under public law. All deliveries, services and proposals from the vendor are made solely based on these general terms of delivery. They are part of all contracts that the vendor concludes with its contract partners (hereinafter also referred to as “customers”) concerning the deliveries and services offered by the vendor. The terms and conditions also apply for all deliveries, services or proposals to the customer in the future without the need to declare them anew.

(2) Standard business terms of the customer or third parties do not apply even if the vendor does not expressly object to their validity. A reference by the vendor to a letter that contains or points to the terms of business of the customer or a third party does not constitute an agreement to the application of those terms of business.

(3) The additional “Special conditions for contracts for work and materials” shall apply if the vendor is responsible for installation (contract for work and materials). The additional “Special conditions for software licensing agreements” shall apply in cases where the services of the vendor also include the permanent transfer of computer software (software licensing agreement). These special conditions and the General terms of Delivery may be viewed at www.gantner.com.

Section 2 Offer and contract conclusion

(1) All offers from the vendor are non-binding and subject to alteration, provided they are not expressly marked as binding or contain a certain term of acceptance. Orders can be accepted by the vendor within four weeks after their receipt.

(2) The legal relationship between the vendor and the customer shall be governed solely by the written purchase contract, these General Terms and Conditions of Delivery and the “Special conditions for contracts for work and materials” and the “Special conditions for software licensing agreements” shall apply in the cases described in Section 1(3). They fully reflect all agreements between the contracting parties concerning the object of agreement. Verbal commitments by the vendor previous to the conclusion of this contract are not legally binding. Verbal agreements of the contracting parties are superseded by the written contract, insofar as there is no express statement that they are intended to remain valid.

(3) Additions and amendments to the contract, including these General Terms of Delivery, must be set out in writing to be effective. Employees of the vendor other than managing directors or authorised representatives are not qualified to conclude verbal agreements that deviate from the foregoing. Transmission by telecommunication is sufficient to comply with the requirement of the written form, in particular via fax or email, provided that a copy of the signed statement is delivered.

(4) Details provided by the vendor concerning the object of delivery or service (e.g. weight, measurements, utility values, resilience, tolerances and technical data) as well as depictions thereof (e.g. sketches and illustrations) are only approximations, provided that usability

intended by the contract does not exact conformance. They are no guaranteed qualities but rather descriptions or identification of the delivery or service. Customary deviations and deviations that ensue due to legal regulations or technical improvements as well as the replacement of components with equivalent components are permitted as long as they do not impair usability intended by the contract.

(5) The vendor reserves ownership of or copyright to all proposals and quotations submitted by it as well as to all sketches, illustrations, calculations, brochures, catalogues, models, instruments and other records and resources that were made available to the customer. The customer may not make these objects available to third parties, whether as such or as relates to their content, may not make them public, copy them or use them by itself or through third parties without the express approval of the vendor. It shall return these objects in their entirety to the vendor upon the vendor's request as well as destroy copies, if any, if they are no longer needed by the customer within the ordinary course of business or if negotiations do not result in the conclusion of a contract. This does not apply to the storage of data provided electronically within the scope of normal data backups.

Section 3 Prices and payment

(1) The prices apply for the scope of supply and service that is quoted in the order confirmations. The prices are quoted in EUR ex works plus packaging, statutory VAT, customs duty in case of export delivery as well as fees and other public taxes. Furthermore, a value of 1% of the respective final project price will be charged for small items (e.g. cable joints, fittings etc.). Training and instruction are generally not part of the vendor's contractual obligation. In case these are agreed upon separately they and other additional or special services will be charged separately.

(2) If the agreed upon prices are based on the vendor's catalogue prices and the delivery is supposed to take place more than four months after the conclusion of the contract, the vendor's catalogue prices which are valid at the time of delivery apply (always minus an appointed percentage or fixed discount).

(3) Invoice amounts are to be paid within ten days from the time of billing without any deduction, insofar as nothing else has been arranged in writing. If an acceptance has been arranged, the day of this acceptance will be decisive for the due date of the invoice amount. § 3 par. 3 p. 1 applies accordingly. The date of payment is validated based on the time it is received by the vendor. Payment via check is not permitted, insofar as it is not explicitly permitted for a particular case. If the customer does not pay at the maturity date, the customer will have to pay interest of 5% p.a. on the outstanding amounts from the maturity date; the enforcement of higher interest and further damages in case of delay remains unaffected.

(4) Offsetting with counterclaims by the customer or withholding of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been recognized as legally binding.

(5) If the vendor learns of circumstances after the conclusion of the contract that significantly lessen the credit score of the customer and which threaten the payment of the outstanding receivables to the vendor by the customer from the respective contract relationship (including other individual orders for which the same framework contract applies), the vendor may

perform outstanding deliveries or services only after the payment of an advance or security deposit has been made.

Section 4 Delivery and delivery period

(1) Deliveries are made ex works.

(2) Delivery times usually amount to eight weeks from the date of the order confirmation by the vendor. If the vendor is also responsible for installation (cf. Section 1(3)), delivery times will instead amount to ten weeks. Deadlines and due dates for deliveries and services promised by the vendor are never more than approximations, unless a fixed deadline or date has been expressly confirmed. Provided that shipments have been agreed upon, delivery times refer to the time of handing over to the shipping agent, carrier or other third party commissioned to provide transport.

(3) The vendor can – irrespective of its rights resulting from a default by the customer - demand an extension or delay of the delivery and service date from the customer for the period in which the customer fails to comply with its contractual obligations to the vendor.

(4) The vendor is not liable for the impossibility to deliver the shipment or for delivery delays, insofar as these have been caused by force majeure or other events that were not foreseeable at the time the contract was concluded and for which the vendor is not responsible (e.g. interruptions of operation of all kinds, difficulties with the supply of materials or energy, transportation delays, strikes, lawful lockouts, shortage of workers, energy or resources, difficulties in acquiring the necessary permits, measures imposed by official bodies or institutions or absent, incorrect or late deliveries by suppliers). Inasmuch as such events significantly impair delivery or performance by the vendor or make them impossible and are not only of a temporary nature, the vendor has the right to revoke the contract. In case of hindrances of a temporary nature, delivery or performance times will be delayed by the period of the hindrances plus a reasonable lead time. If acceptance of the delivery or service cannot be expected from the customer due to the delay, it may revoke the contract by means of immediate written declaration to the vendor.

(5) The vendor is only entitled to make partial deliveries, if

- The partial delivery is usable for the customer within the framework of the contractually intended purpose
- The delivery of the remaining ordered goods is ensured, and
- No considerable additional expenditure or cost arises for the customer as a result (unless the customer agrees to bear such costs).

(6) If the vendor is in default of a delivery or service, or if a delivery or service proves to be impossible for whatever reason, the liability of the vendor is limited to compensation according to Section 8 of these General Terms of Delivery.

Section 5 Place of performance, shipping, packaging, passing of risk, acceptance

(1) To the extent no other agreement has been made, the place of performance for all obligations under the contractual relationship is Bochum. If the vendor is also responsible for installation, the place of performance will be required place of installation.

(2) The delivery method and packaging may be selected in the reasonable exercise of the vendor's discretion.

(3) Risk passes to the customer at the latest when the delivery item is handed over to the shipping agent, carrier or other third party commissioned to provide transport (the start of the loading procedure is decisive). If shipping or handover is delayed due to circumstances for which the customer is responsible, risk passes to the customer on the day at which the delivery item is ready for shipping and the vendor has so informed the customer. If acceptance has been arranged, acceptance will be determinative for the passing of risk. For the all other purposes, the statutory provisions of the law governing contracts for work and services shall also apply *mutatis mutandis* to an agreement for acceptance. Handover or acceptance shall be deemed to have taken place if the customer is in default of acceptance.

(4) The Customer shall bear storage costs after the passage of risk. If the vendor stores the item, storage costs will amount to 0.25% of the invoice amount of delivery items subject to storage for every full week. The right to assert and prove additional storage costs, or lower storage costs, is reserved.

(5) The vendor shall insure the shipment against theft, breakage, or damages from transportation, fire or water only upon the customer's explicit request and at its own expense.

(6) If acceptance is required, the delivery item is deemed accepted when

- Delivery and installation (if the vendor is also responsible for installation) are concluded
- The vendor informs the customer of this referring to the deemed acceptance according to this Section 5(6) and has requested the customer's acceptance
- Twelve workdays have passed since delivery or installation or if the customer has started use of the delivery item (e.g. has put the delivered system into operation) and in that case six workdays have passed since delivery or installation, and
- The customer has refused acceptance within this period on grounds other than a defect notified to the vendor that makes use of the object of sale impossible or significantly impairs such use.

Section 6 Warranty, material defects

(1) The warranty period is a year from delivery or acceptance, if such an acceptance is required. This period does not apply to compensation claims by the customer resulting from injury to life, limb or health or from intentional or grossly negligent breaches of duty by the vendor or its agents; such claims lapse based on applicable statutory provisions.

(2) The delivery objects have to be carefully inspected immediately after handover to the customer or to the third party that appointed by the customer. They are regarded as accepted by the customer in case of obvious deficiencies or other deficiencies that could have been noticed during an immediate, careful inspection if the vendor does not receive a written notice of defects within seven days business days after handover. The deliver items are regarded as accepted by the customer with regard to other deficiencies if the vendor does not receive the notice of defects within seven business days after the time when the deficiency was first identifiable. If the deficiency was already noticeable to the customer at an earlier time during normal usage, such earlier time will be relevant for the start of the complaint period. Upon request of the vendor, a delivery item subject to an objection has to be returned to the vendor carriage paid. In case of a legitimate complaint, the costs of the cheapest delivery method will be reimbursed by the vendor; this does not apply, however, if the costs are higher because the delivery item was not at its intended place of use.

(3) In case of material defects of the delivered items, the vendor is first obliged and entitled to make improvements or to deliver a replacement, at its election, within an appropriate period after deciding which option is appropriate. In case of failure, i.e. impossibility, unacceptability, noncompliance or disproportionate delay in the repair or replacement, the customer may revoke the contract or reduce the purchase price appropriately.

(4) If a defect is caused by a fault of the vendor, the customer can demand compensation on the conditions described in Section 8.

(5) Cash registers and systems, even automatic ones, cannot be operated completely free of personnel. In particular, personnel is required in connection with operating errors, troubleshooting, adjusting, filling and emptying equipment.

(6) In the case of defects in components from other manufacturers that the vendor cannot resolve for licensing or factual reasons, the vendor will (at its option) assert its warranty rights against the manufacturers and suppliers for the account of the customer or assign such claims to the customer. In case of defects of this nature, subject to the other requirements and these General Terms of Delivery, warranty claims against the vendor shall not arise until the judicial enforcement of such claims against the manufacturer and its supplier(s) has failed or has no prospect of success e.g. by reason of insolvency. The statute of limitation for the customer's warranty claims against the vendor is suspended during the pendency of any legal disputes.

(7) The warranty is void if the customer modifies the delivery item or if the customer permits third parties to modify it without the approval of the vendor and the resolution of defects therefore becomes impossible or rendered unreasonably difficult. The customer shall bear the additional costs of the resolution of defects that arise from any such modifications.

(8) The supply of used items agreed with the customer in individual cases shall be made to the exclusion of any warranty for material defects.

(9) Should use of the delivery item require the licensing of products from Microsoft or other licensors, for sake of clarity it is noted that the customer is solely responsible for its computer processing and obtaining necessary and adequate licenses from Microsoft or other licensors. In relation to Microsoft or other licensors, the vendor shall be released from any and all claims that could accrue to Microsoft or other licensors based on usage of the delivery item by the customer.

(10) As a gesture of goodwill, GANTNER standard devices can be returned without indicating the grounds for return for up to 5% of the respective order value. However, this applies only in the case of goods solely subject to delivery, i.e. not in the case of installation.

Custom-built products such as front covers, data carriers, etc. are likewise exempt from provision. Goods must be returned to the vendor within four weeks from the date of delivery. A general processing fee of EUR 70 will be charged for each returned device.

Section 7 Intellectual property rights

(1) According to this Section 7, the vendor guarantees that the delivery item is free from trademark rights or other third-party intellectual property rights. Each party to the contract shall immediately inform the other party in writing in the event that claims are made against it due to the infringement of such rights.

(2) In the event that the delivery item infringes trademark rights or other third-party intellectual property rights, the vendor will, at its option and expense, alter or replace the delivery item in such a way that the rights of a third party will no longer be violated, however, the delivery item must still fulfil its contractually specified function or the vendor will conclude a licensing agreement granting the customer all necessary rights of use. If the vendor does not succeed in doing this within an appropriate period, the customer may revoke the contract or reduce the purchase price accordingly. Any potential compensation claims on the part of the customer are subject to the restrictions of Section 8 of these General Terms of Delivery.

(3) In the case of legal infringements caused by products from other manufactures that have been delivered by the vendor, the vendor will, at its option, assert its claims against the manufacturers and sub-suppliers concerning for the account of the customer or assign such claims to the customer. According to this Section 7, claims against the vendor shall not arise until the judicial enforcement of such claims against the manufacturer and its supplier(s) has failed or has no prospect of success e.g. by reason of insolvency.

Section 8 Liability for compensation based on fault

(1) The vendor's liability for damages is limited according to this Section 8, irrespective of the legal basis, in particular due to impossibility, delay, defective or incorrect deliveries, breach of contract, infringement of duties during contract negotiations and illicit actions, to the extent that this involves fault.

(2) The vendor is not liable in case of ordinary negligence by its executive bodies, legal representatives, employees or other agents, insofar as this does not relate to an infringement of essential contractual duties. Essential contractual duties are the obligation to deliver and install the delivery item in a timely manner, the delivery item's freedom from material defects and defects in title which could impair its functionality or usability more than slightly, as well as its advisory or protective obligations or duty of care intended to enable the customer to use the delivery item according to the contract or to protect life and limb of the customer's personnel or to protect its property from considerable damage.

(3) To the extent that the vendor generally bears liability according to Section 8(2), this liability is limited to damages which the vendor foresaw as a possible consequence of a breach of contract or which it should have foreseen had it exercised due care. Indirect damages or consequential damages that are caused by defects of the delivery item are only compensable to the extent that such damages are to be typically expected when using the item according to its intended purpose.

(4) In case of liability for ordinary negligence, the vendor's duty to provide compensation for material damages and further financial losses resulting from such damages is limited to the amount of EUR _____ per damage event, even when it concerns a breach of contractual obligations.

(5) The aforementioned exclusions of liability and limitations of liability apply to the same extent to the executive bodies, legal representatives, employees and other agents of the vendor.

(6) Insofar as the vendor provides technical consulting or acts as an advisor and such information or advice is not part of the contractually agreed scope of services owed by it, such actions are performed free of charge and with the exclusion of any liability.

(7) The limitations of this Section 8 do not apply to the vendor's liability in case of intentional acts, injury to life, limb or health, for guaranteed qualities or according to the Product Liability Act.

Section 9 Retention of title

(1) The following conditions on retention of title are intended to secure all current and future claims of the vendor against the customer resulting from their supply relationship concerning the delivery item (including current account balances under a current account relationship limited to the current supply relationship).

(2) Goods delivered to the customer by the vendor shall remain the property of the vendor until all secured claims have been paid in full. These goods, as well as goods that take the place of such goods on the basis of the following provisions that are also subject to retention of title, are hereinafter referred to as "reserved goods".

(3) The customer shall store the reserved goods for the vendor free of charge. The customer shall treat the reserved goods with care. It must adequately insure them at its own expense at their replacement value against fire or water damages or theft.

(4) The customer may process and sell the reserved goods within the ordinary course of business up to the time of any enforcement event (paragraph 9). It may not pledge the reserved goods or use them as security.

(5) If the reserved goods are processed by the customer, it is agreed that the processing is carried out in the name and for the account of the vendor as manufacturer and that the vendor directly acquires ownership or - if the processing is carried out using materials from several owners or the value of the processed object is higher than the value of the reserved goods - a co-ownership interest (fractional ownership) in the newly created object in the ratio of the value of the reserved goods to the value of the newly created object. In the case that the vendor does not acquire ownership, the customer hereby assigns in advance its future ownership or partial ownership – in the abovementioned proportion – of the newly created item to the vendor as a precaution. If the reserved goods are merged with other items to a single item or are blended inseparably and if one of the other items can be regarded as the main object, then the vendor shall transfer the partial ownership interest to the customer in the proportion mentioned in the first sentence provided that the main item belongs to the vendor.

(6) In the case of resale of the reserved goods, the customer hereby assigns in advance any associated claims against the purchaser to the vendor as a precautionary measure; in the case of partial ownership on the part of the vendor, according to the proportion of the partial ownership interest. The same applies for other claims that take the place of the reserved goods or that otherwise arise concerning the reserved goods such as insurance claims or claims resulting from tort in case of loss or destruction. The vendor revocably authorizes the customer to collect claims assigned to the vendor for its account and in its own name. The vendor may revoke such collection authorisation only in the case of an enforcement event.

(7) If third parties attach the reserved goods, especially by means of seizure, the customer shall immediately communicate the vendor's ownership interest and inform the vendor about the situation in order to enable it to assert its ownership rights. The customer shall be liable to the vendor if the third party concerned is not able to reimburse the vendor for the judicial or extrajudicial costs that arise in this context.

(8) The vendor will release the reserved goods and the items or claims that take their place provided that their value exceeds the amount of the secured claims by more than 50%. The choice which goods are to be released is the vendor's.

(9) In the case that the vendor revokes the contract due to actions by the customer that contravene the contract (an "enforcement event") - in particular in case of default of payment - it is entitled to reclaim the reserved goods.

Section 10 Final provisions

(1) If the customer is an entrepreneur, legal entity under public law or a special fund under public law, or if it has no place of general jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any possible disputes arising from the business relationship between the vendor and the customer will be Bochum or the location of the customer's registered office, at the election of the vendor. In the case of a lawsuit against the vendor, Bochum shall be the exclusive place of jurisdiction. This provision is without prejudice to any mandatory laws and regulations concerning exclusive places of jurisdiction.

(2) The relationship between the vendor and the customer is exclusively governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.

(3) Insofar as the contract, or these General Terms and Conditions of Delivery, contain loopholes, those legally effective provisions shall be deemed to have been agreed for filling such loopholes which the contracting parties would have agreed according to the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery had they been aware of the loophole concerned.

Bochum, 12.07.2018