

## General Terms and Conditions of Pan Dacom Direkt GmbH

These General Terms and Conditions do NOT apply to consumers. In accordance with section 13 of the Bürgerliches Gesetzbuch („BGB“ – German Civil Code), a consumer is any natural person who enters into a legal transaction for a purpose that cannot be attributed to his or her commercial or freelance professional activity.

### I. General

(1) Deliveries made and services rendered by Pan Dacom Direkt GmbH (hereinafter referred to as „we“ or „us“) are governed solely by the Terms and Conditions set out below. Any Terms and Conditions issued by the customer which deviate from, conflict with, or supplement these Terms and Conditions are not valid unless we have accepted them expressly in writing.

(2) To the extent not otherwise agreed, our offers are subject to confirmation. A contract is considered to have been concluded when we confirm the customer's order in writing, to the extent that it is not concluded earlier as a result of the prior acceptance of the goods/services by the customer.

(3) All agreements by the Parties with regard to the object of the sale or the service to be rendered ensue from the order and the confirmation. Oral side agreements must be confirmed in writing.

### II. Prices, Other Provisions

(1) The prices quoted are net prices after deductions for any rebates or discounts, and are invoiced at the rate of VAT applicable on the day the delivery is made or the service is rendered – if regulated by law. Customer of the European Union will notify its VAT identification number together with its order for exemption from VAT.

(2) Even with confirmed orders, we reserve the right to adjust prices in our reasonable judgment if the difference in the EUR - USD parity is more than minus 5% in the period between the date of the customer's order and the date of delivery to the customer.

(3) The customer has to pay the purchase price and all other expenses according to these General Terms and Conditions in advance. Instead of payment in advance, the customer can forward us an irrevocable confirmed letter of credit on first demand of a leading German bank directly enforceable.

Cheques are only accepted on account of performance (“erfüllungshalber”); the costs and fees involved in cashing these cheques shall be borne by the customer.

(4) The customer may only offset claims, or exercise a right of retention as a result of such claims, if they are undisputed or non-appealable.

### III. Specifications, Nature and Quality of the Goods

(1) Unless express written agreements specify otherwise, specifications, descriptions and other information reflect average empirical values. Minor deviations may occur in individual cases.

(2) We are entitled to change or replace the product specifications at any time, to the extent that change or replacement do not have a material adverse effect on the performance of the products.

(3) With regard to the software, please note that it cannot be ruled out, given the current state of the art, that the software functions will differ from those described.

(4) The nature and quality of the products, including standard software, ensue from the manufacturer's product description. Other agreements relating to the nature and quality of the products must be made in writing. Any guarantees must also be made in writing. As a result of the complexity of electronic structures, we can only confirm that our products will work faultlessly with the customer's hardware and software if the customer provides us with a comprehensive and complete written description of his or her IT environment, and requests to perform a relevant review.

### IV. Delivery and Performance

(1) We try to comply with the delivery and performance times indicated; however, these times indicated by us are not binding.

(2) Force majeure, war, terrorism, the suspicion of terrorism, riots, strikes, lock-outs, disruptions to the power supply or the supply of raw materials, or other events which we are unable to avert despite having exercised reasonable care and which prevent us from providing our services, release us from our obligation of delivery and performance for the duration of these events.

### V. Transfer of Risk in the Case of Deliveries and Services

(1) To the extent that our order confirmation does not provide otherwise, products are delivered „from the warehouse“ of our local branch responsible for the customer, or „from the Dreieich central warehouse“ (ex works in accordance with Incoterms 2000). The risk of damage or loss will be transferred to customer at the time of leaving Pan Dacom's warehouse. The shipment and transport of the goods is at the customer's risk.

(2) In the case of a delay in acceptance (“Annahmeverzug”), the customer is obliged not only to pay the purchase price, but also to reimburse us for all loss or damage arising as either a direct or an indirect result of the delay in acceptance.

(3) In the case of work services, the risk is transferred on acceptance. Work services provided will be accepted in writing by the customer within two weeks of notification being given of completion, to the extent that they correspond to the initial description of services. Minor defects do not justify any refusal to accept the work performed. The work service is deemed to have been accepted if the customer does not accept it within two weeks of notification being given of the completion, although he/she is obliged to do so. We undertake to inform the customer of this matter.

(4) After completion of an independent functional segment of the work service to be provided by us, we may demand that our customer accepts this segment. Minor defects do not justify any refusal to accept the part of the work performed. The risk relating to the accepted segment is transferred on acceptance.

(5) If the customer decides finally to refuse to cooperate as required in the performance of the work without legitimate reason, our payment falls due regardless of whether or not the customer accepts the work.

(6) A delivery of goods including an agreed installation service is not a work performance if the main focus is on the delivery of goods, or if the goods are not modified to reflect the customer's individual needs, with the result that it can be used elsewhere. In the case of such delivery of goods including an installation service, the risk for the product delivered is transferred in accordance with section 1.

### VI. Regular Data Backup

The customer will regularly backup his or her data at an interval that is usual for a proper business operation.

### VII. Performance of Services

(1) We may subcontract work and services in order to fulfill our obligations.

(2) We have the right of partial performance. Separable segments of performance shall be due independently of each other.

### VIII. Technical Services/Performance of Work

(1) The customer will support us in the performance of the agreed services to the best of his/her ability and without remuneration, and in particular will provide us with the necessary utilities to the extent appropriate. He/she will provide us in particular with all necessary information unrequested and in a timely fashion, and will make available all documents which are relevant to the performance of our services.

(2) We are entitled to terminate the contract without notice if the customer delays on acceptance of the services we offer or fails to fulfill his/her duty of cooperation. This does not affect our entitlement to compensation for any damage incurred by us due to the customer's delay, or our right to claim compensation for damage or the reimbursement of expenses that arise due to the customer's failure to fulfill his/her duty of cooperation.

(3) If we, or the customer, become aware of the fact that either the order or the instructions issued by the customer for the performance of the order are incorrect, incomplete, ambiguous, or cannot objectively be implemented, and that the order needs to be changed and/or supplemented as a result, we will inform the customer (or vice-versa) of this and of any consequences which can be established at the time, in writing and without delay. The customer must make the decisions necessary for the performance of the work without delay and must inform us of these decisions in writing. Any changes, additions, or extensions to the services agreed require a written agreement or a written confirmation to be issued by us. We will be reimbursed for any additional expenses or unavoidable idle time resulting from these changes, additions, or extensions. The deadlines for the performance of services are extended accordingly.

(4) We record the time worked by our employees to the nearest 0.25 hours. We have the right – unless agreed otherwise – to be reimbursed for any expenses, travel, or accommodation costs incurred by our employees, as well as for general expenses which arise in connection with the course of performance. The amount billed corresponds to the actual expenses incurred, with the exception of costs for travel by car, which shall be invoiced in the amount of the lump sum for business trips used for tax purposes.

(5) The right of termination under section 649 of the BGB is excluded.

### IX. Installation

(1) Insofar as this is agreed, we shall install the equipment on the customer's premises, perform any necessary tests and train the customer on the equipment. The customer is responsible for other than light-current engineering work.

(2) The customer must ensure that all electrical and other installations necessary for connecting and running the equipment are provided in good working order, and that there is a suitable indoor climate. We shall inform the customer if non-standard office connections and air conditioning equipment are required.

Insofar as we require the cooperation of the customer or a third party (e.g. the manufacturer of equipment to which the installations delivered by us are to be connected) in order to install and connect our equipment, the customer shall pay the costs of this cooperation.

### X. Consulting Services

(1) The scope of the consulting services to be provided and the remuneration shall be agreed. The subject of the agreement is not a particular economic result. We are entitled to use competent third parties to provide consulting services. The customer may be responsible for preparing and implementing the user decision concerned. We are not obliged to select and install a system.

(2) The customer must ensure that we receive all documents and information that may be relevant to the performance of the consulting services in good time. This also applies to any documents and information of which the customer only becomes aware while we are performing our services. If requested, the customer shall confirm in writing that the documents provided and information supplied are complete. If we perform our consulting services on the customer's premises, the customer will provide our employees with suitable rooms in which documents can also be stored safely.

(3) Both parties may terminate services stretching over a longer period in writing giving 3 months' notice to the end of the month.

### XI. Maintenance Service

(1) Maintenance service is the provision of technical support for IT equipment. The service will be provided at the agreed times to the agreed extent for the agreed period. If the customer has not agreed the beginning of the service period with us, this shall begin when the equipment is delivered to the customer's premises. If the service times are not agreed separately, we shall provide the service Monday to Friday, from 8.30 a.m. to 5 p.m.

(2) The customer shall contact our service hotline on +49 900-1321 100 (49Ct/min) without delay after discovering a fault.

(3) The customer will treat the hardware/software with care and in line with the instructions provided by the manufacturer. The customer must guarantee the faultless operation of the electrical and air conditioning equipment required to operate the equipment. The customer shall report faults in its equipment without delay, indicating the faulty part of the equipment and giving a detailed description of the events that have occurred, in order to prevent damage to other parts of the installation.

(4) The following services are not part of the maintenance services that we are obliged to perform:

Supporting the customer or a third party to install or configure the products delivered by us, remedying faults and damage that have arisen due to incorrect use in accordance with paragraph 3 or are exacerbated by the delayed reporting of faults in accordance with paragraph 3, as well as damages that arise from insufficient care, incorrect programming, accidents, misuse, fire, power fluctuations or outages, third-party influences, lightning strikes, force majeure, other external influences such as moisture, steam, air pollution, or similar causes outside proper use; remedying faults or damage that may have arisen because the equipment has been altered, repaired, or connected to other equipment without our prior written consent and without our cooperation; restoring the technical operability of the installation after it has been relocated. We can only fulfill the software maintenance service if the latest version of the software or the version immediately preceding it is installed.

(5) Ownership of the parts delivered as part of the maintenance services rendered is transferred to the customer; ownership of parts that are dismantled during replacement is transferred to us.

### XII. Poaching of Employees, Customer Protection

The customer undertakes not to employ or make available our employees, either directly or indirectly or via third parties, or to work for them in any way. This also applies to employees of our business partners, with whom the customer comes into contact via us. This obligation applies during the term of the contract, and for one year after we have stopped rendering services. In the event that negotiations are merely held, it applies for a period of one year following their termination.

### XIII. Non-disclosure, Secrecy

(1) Each of the contracting parties undertakes to keep secret any confidential information worthy of protection as well as documents belonging to the other contracting party of which he/she becomes aware in connection with the cooperation, and not to use any of this information or these documents for either his/her own purposes or those of third parties, but only in order to fulfill his/her contractual obligations. This continues to apply even after the contractual relationship between the parties ends. Both parties shall also impose this confidentiality obligation on their employees, subcontractors and third parties engaged by them.

(2) When the work covered by the agreement has been completed, each contracting party undertakes to return all documents and material received from the other party in order to fulfill contractual obligations to the other party on demand. Any right to retention is excluded.

### XIV. Retention of Title

(1) We retain title in the products delivered by us until the customer has paid the purchase price for the respective product in full.

(2) In the event that the customer disposes of the products to which title is retained before he/she has paid for them in full, all claims arising from the sale are hereby assigned to us by the customer in advance in the amount of our purchase price claim. Similarly, claims against insurance companies or third parties resulting from damage to or destruction of the products in which we retain title are hereby assigned to us in the amount of the purchase price claim for these products. We accept the assignment. Following the resale, the customer is authorized to recover the claims. In the case of an objectively justified reason, e.g. delay on payment, we may revoke the right of resale and/or the authorisation of recovery as against the customer.

### XV. Rights to Services / Work Results Performed

(1) We remain the sole owner of all rights, including the right of use, in the services / work results we perform, until all of our claims have been settled by the customer in full.

(2) Regardless of all rights of use granted by us to the customer for the services / work results covered by the contract, we reserve the right to utilize and exploit for other purposes the expertise, solutions and methods acquired during performance of the services covered by this contract.

We, or our licensors, remain the sole owners of all models, methods, programs and program components contributed. The customer shall not acquire any rights of use whatsoever in these.

### XVI. Software Licensing

(1) We grant the customer a non-exclusive right to use the software on handover.

(2) The software license is granted for an unlimited period of time, unless the license agreement is terminated early for good cause or the parties have expressly agreed that the license shall not be granted for an unlimited period of time.

(3) The customer hereby acknowledges the fact that he/she is not entitled to any other rights, in particular intellectual property rights relating to the software or a modified version of the software.

(4) The software may only be duplicated, modified, linked and/or translated within the framework of sections 69d and 69e of the Urheberrechtsgesetz (UrhG – German Copyright Act).

(5) The customer may use the software by wholly or partially loading, displaying, executing, or saving it. The software may only be copied or duplicated if this is necessary to operate the software in accordance with the contract and/or for archiving and backup purposes. Any further use – in particular editing or restructuring the software – is only permitted within the framework of sections 69d (2) and (3) and 69e of the Urheberrechtsgesetz.

(6) The customer may not remove the copyright notice or any other references to industrial rights in the programs and documentation. It must attach the notice and the references to all copies.

(7) Where the right of use is transferred for a limited period, the software is not transferable or sublicensable to third parties. Where a transfer to third parties is permitted, the customer shall discontinue using the software, hand over all copies of the software including documentation to the new license holder, and destroy without delay any remaining copies that he/she holds.

### XVII. Defects

Should defects arise in the products, including standard software, delivered by us or in the work services rendered by us within one year of the transfer of risk, the customer shall have the statutory rights modified as follows:

(1) If individual components or distinct parts of equipment are defective, the customer will send us the defective piece of equipment or defective component. We shall then rectify the defect by repairing or replacing the defective component or piece of equipment, and the defect-free part shall be sent to the customer (supplementary performance).

(2) If the supplementary performance fails to rectify the defect twice or if we refuse to provide supplementary performance without legitimate reason, the customer can opt to either reduce the purchase price or withdraw from the order. The customer shall have a right to claim the reimbursement of expenses or compensation for damage in accordance with the statutory provisions, modified by section XVIII.

(3) The rights of the customer in relation to defects that are obvious and visible on inspection of the goods shall lapse if the customer fails to inform us of them in writing within one week of receiving the goods.

(4) If the item purchased is transported abroad after we have delivered it, we will only provide supplementary deliveries or rectify defects if the customer bears the additional costs incurred.

(5) Insofar as sections 474 - 479 of the BGB apply, they remain unaffected by the above-mentioned paragraphs.

### XVIII. Limitation of liability

(1) Contractual or statutory claims for compensation for damage held by our customer shall be limited as follows:

Liability for damage caused by the infringement of obligations due to slight negligence is excluded. If the obligation infringed is a material contractual obligation (Kardinalspflichten), liability is limited to the foreseeable damage typical for this type of contract. The above-mentioned limitations of liability do not apply to loss or damage caused by the infringement of obligations due to gross negligence or to the willful infringement of obligations, to compensation in the case of injury to life, body, or health, to liability under the Produkthaftungsgesetz (German Product Liability Act), in the case of non-compliance with a guarantee of nature and quality, and in the case of fraudulent concealment of a defect.

(2) Insofar as our liability is limited or excluded, this shall also apply to the personal liability of our employees, representatives and vicarious agents.

### XIX. Export

(1) The customer undertakes to obtain all necessary export licenses and official authorizations prior to the export of goods, and not to sell or transfer the products, either national, international or US export provisions, or the export provisions of the manufacturing country. The customer must comply with all the above-mentioned export regulations which apply to him/her and the Außenwirtschaftsgesetz (German Foreign Trade Act). In the event that claims are made against us as a result of a customer's violation of these obligations, the customer shall indemnify us against liability.

(2) In the event that we export goods to our customer, the customer will inform us of the export regulations and all necessary export documents which we must comply with. Additional expenses for import documents has to be covered by the customer.

### XX. Concluding Provisions

(1) Amendments and additions to, and the termination of or withdrawal from the contract must be made in writing. The requirement to use written form can also only be waived in writing.

(2) If individual provisions of these Terms and Conditions are or become invalid, this does not affect the validity of rest of the contract. The invalid provision will be replaced with an appropriate regulation that most closely approximates the economic intent of the parties in a legally permissible manner. If these Terms and Conditions turn out to contain omissions, the Parties will find or accept a provision corresponding to what they would have agreed on had the omission been considered in the first place.

(3) These Terms and Conditions are subject to the laws of the Federal Republic of Germany; the law of conflict of law is excluded. The UN Convention on Contracts for the Sale of Goods shall not apply.

(4) The place of jurisdiction for all disputes which cannot be resolved amicably is Frankfurt am Main.