

ProMinent Systems spol. s r.o.

General Contract Conditions of Purchase

1. Scope of application

1.1 Solely these Terms and Conditions of Purchase shall apply for the legal relations between the Supplier and ProMinent - hereinafter referred to as the Ordering Party. Terms and conditions of the Supplier that are conflicting or differing from these Terms and Conditions of Purchase shall only apply if the Ordering Party has expressly agreed to their application in writing. These Terms and Conditions of Purchase shall also apply if the Ordering Party accepts the delivery of the Supplier without any reservations despite being aware of terms and conditions that are conflicting or differing from these Terms and Conditions of the Purchaser.

1.2 Amendments and supplementary information to these Terms and Conditions of Purchase shall require the written form.

1.3 These Terms and Conditions of Purchase shall also apply for all future business dealings with the Supplier.

2. Orders

2.1 Orders and acceptances as well as changes and amendments thereto shall be required to be made in writing. Verbal agreements and ancillary agreements prior to, at the time of or after conclusion of the contract, shall require a confirmation from the Ordering Party in writing.

2.2 The Supplier shall be obligated to accept the order in text form within a period of 2 weeks. Should it fail to do so, the Ordering Party shall be entitled to cancel the order.

2.3 The Ordering Party may, within reason, request changes to the construction and design of the delivery object. Any impact this may have on additional or reduced costs as well as on the delivery date shall be appropriately and jointly agreed.

2.4 The Ordering Party shall be the exclusive owner of any rights pertaining to any tendering documents, in particular, but not limited to any drawings, calculations and images. These shall not be made accessible to any third parties without the prior explicit, written approval from the Ordering Party.

Prior to submitting the offer, the Supplier shall be obligated to notify the Ordering Party of possible defects, especially with regard to the adherence of the technical and scientific state-of-the-art, to provisions on environmental protection or the technical suitability. Furthermore, the Supplier shall be obligated to point out if the parts or services listed in the offer are incomplete or insufficient to allow for the contractually agreed use of the deliverables and services for the Ordering Party.

2.6 Supplier shall not be permitted to sub-commission the orders to third parties without prior written approval from the Ordering Party.

3. Delivery dates and terms of delivery

3.1 The agreed delivery dates and terms of delivery shall be binding. The receipt of the contractually agreed goods by the Ordering Party or at the delivery address specified by it shall be decisive for compliance of the dates and terms.

3.2 The Supplier shall be obligated to immediately inform the Ordering Party in writing if it becomes aware that the agreed delivery time cannot be complied with. The Supplier shall use its best efforts, at its own expense, to ensure that the agreed delivery date is complied with.

3.3 The Supplier shall be obliged to compensate the Ordering Party any damages for delay. The Ordering Party shall be entitled to demand a contractual penalty in the amount of 0.3 % of the delivery value per each full week of delay, up to a maximum of 5 % of this value. Further legal claims of the Ordering Party including claims for damages shall remain reserved. The Ordering

Party shall in particular be entitled to withdraw from the contract after a suitable grace period has expired without any results, or to demand compensation for non-performance.

3.4 Should the delayed delivery be accepted without reservations, this shall not waive the Ordering Party's right to the mentioned claims.

3.5 The ownership title to the goods and the risk passes to the Ordering Party upon the delivery of the goods to the Ordering Party.

4. Packaging, shipping, assembly and risks

4.1 If not agreed otherwise, the deliverable goods shall be packaged appropriately and as customary. If no specific packaging has been specified by the Ordering Party, the Supplier shall only use such packaging that is made of environmentally friendly materials and that is recyclable. If requested by the Ordering Party, the Supplier shall take back any packaging from the Ordering Party at its own expense.

4.2 The Ordering Party shall be sent a delivery note by Supplier in case of a different delivery address.

4.3 Unless agreed otherwise, all deliveries shall be effected DDP by the delivery address (INCOTERMS 2010).

4.4 Unless agreed otherwise in writing, the delivery shall be executed free delivery to the Ordering Party's seat.

4.5 All order details of the order shall be specified in the shipping papers.

4.6 In case of presence of a Supplier, respectively Supplier's employees, at the Ordering Party's workplace, the Supplier is obliged to meet the obligations set out in Section 101 (3) of the Czech Labour Code and to provide the Ordering Party information about his risks related to the performance of work including the measures taken for the protection against these risks prior to commencement of the work at the Ordering Party's workplace. The Supplier shall be liable for failure to comply with this obligation. The Ordering Party is also entitled to withdraw from the contract for this reason and demand compensation for failure to fulfill this obligation.

4.7. In order to fulfil the obligations of the Ordering Party specified in Section 101 (3) of the Czech Labour Code consisting in informing the Supplier of the risks and measures taken for the protection against these risks the Ordering Party publishes these risks via this web link: <http://www.prominent-systems.cz/download.php?fid=274>.

5. Inspection and notice of defects

5.1 The Ordering Party should notify the Supplier immediately of defects in the delivery as soon as they are established in the course of proper business.

5.2 The Supplier shall waive objection to a delayed notice of defects.

6. Quality and documentation

6.1 The Supplier shall comply with the technical specifications, the latest state-of-the-art technology, the recognised standards of good practice and with the respectively applicable safety regulations. Any changes to the production of the delivery object shall require prior written approval from the Ordering Party. Specifications of the Ordering Party regarding technical data or test procedures shall not release the Supplier from its obligation to deliver the objects of delivery free from defects, in the state agreed in the contract as well as functioning properly.

6.2 The Supplier shall constantly check the quality of the delivery objects and, if applicable,

shall inform the Ordering Party of any possible improvements to the quality.

6.3 The type and extent of the quality tests shall be agreed upon between the contracting parties. The Ordering Party may, at any time, request that the Supplier complies with industry-standard and product-specific testing methods.

6.4 The Supplier shall keep the test documents for at least 10 years and shall present these to the Ordering Party upon request.

6.5 The delivered products must correspond to the respectively applicable guidelines and directives, especially those of the European Union. The Supplier shall be liable for delays resulting from missing or incorrect declarations of conformity.

7. Invoicing and payments

7.1 Two copies of every invoice specifying the order number and the order date shall always be sent to the Ordering Party.

7.2 Subject to correct delivery and unless contractually agreed otherwise, payments effected within 14 days of receipt of the invoice shall receive a 3 % discount, or shall be effected up to 30 days after receipt of the invoice without a discount.

8. Warranty

8.1 The Supplier shall guarantee that the delivery is free from defects, has the properties and condition agreed between the contracting parties, is suitable for the use specified by the Contracting Parties and that the delivered goods correspond to the state-of-the-art in terms of the technical condition, quality and design, and that the values specified by the Supplier regarding materials, performance or efficiency are met.

8.2 The Supplier shall be responsible for ensuring that the delivered goods correspond to the statutory regulations as well as to the relevant directives and standards and that the use, as per the agreement, does not violate any rights of third parties. Furthermore, the Supplier shall be responsible for ensuring that the statutory minimum wage is paid at its company and at subcontracting companies or at agencies providing temporary employees.

9. Scope of the warranty

9.1 If the Supplier is obligated to rework (remedy defects) or to subsequent delivery, it shall also bear the costs required for said rework or subsequent delivery, in particular costs for transportation, work and materials. This shall also apply if the Ordering Party has already paid these costs. The Supplier shall also bear the costs for detecting a defect and the cause thereof. The Supplier shall also compensate the damage resulting from executing the rework. This shall also apply if further objects are damaged in line with or as a result of said rework. Provided this does not incur disproportionate costs, this shall also apply if the costs increase due to the fact that the delivery object is provided to a different location than the place of destination agreed to in the contract.

9.2 The costs for rework or subsequent delivery shall include in particular, but not limited to the costs for packaging, freight as well as installation/assembly and dismantling. The Ordering Party shall be compensated for time expended in the rework or subsequent delivery process. The only time this shall not apply is if the selected supplementary performance is only possible with disproportionate costs and if the Supplier is not responsible for the defect.

9.3 Should defects with the same cause of fault frequently occur (serial defects), the Supplier shall undertake to provide faultless parts for the series and for the rework or subsequent delivery at the shortest notice possible. The Supplier shall be liable for damage control measures, especially for a pre-emptive exchange, if the

exchange of parts is due to defects of the goods manufactured or delivered by the Supplier. In this case, the Supplier shall bear all costs and expenses, including the costs for product recall.

9.4 The warranty period shall be 36 months after passing of the risk unless agreed otherwise. In the event of replacement delivery and rework, the warranty period for replaced and reworked parts shall be reset and start again. If in the event of serial defects the defect first occurs within the warranty period, the consequential serial defects shall be deemed as having occurred within the warranty period; declarations of and legal action regarding the first event of damage/defect shall always apply for all serial defects.

9.5 If the Supplier does not rectify the defect, the Ordering Party is entitled to have the defect rectified at the Supplier's costs.

9.6 Provided it is not otherwise determined in the aforementioned warranty provision, the statutory provision shall apply.

10. Product liability

10.1 Should a claim be made against the Ordering Party by a third party, including liability regardless of negligence or fault, the Supplier shall be obligated to release and indemnify the Ordering Party from these claims if the product delivered by the Supplier is the cause of the damage. This shall also apply if and insofar as the Supplier is indirectly responsible for liability regardless of negligence or fault towards the third party. In this case, the Supplier shall bear the costs and expenditure for the rectification of the defect, including the costs for recall or servicing as well as for the required costs associated with the assertion of rights.

10.2 In the event of participation or involvement in the defect, the damage shall be distributed proportionately according to the statutory regulations.

10.3 The Supplier shall be obligated to have a product liability insurance with sufficient coverage.

11. Export control

11.1 The Supplier shall meet the respectively applicable requirements of the national and international export, customs and foreign trade regulations, as well as obtain the required export licences for all deliverable goods and services that are to be rendered, unless according to the applicable law, the Ordering Party or a third party is obligated to apply for the export licences and not the Supplier.

11.2 Should the products and their documentation provided by Supplier be specified for the export or re-export by the Ordering Party, the Supplier shall be obligated to provide the required export documents, to classify the goods that are to be exported in accordance with the applicable legal provisions and, where required, to support the Ordering Party in the process of obtaining the export licences to a reasonable extent. Prior to the execution of the delivery of the deliverables and services by Supplier, the Supplier shall hand over all required supporting documents (e.g. certificate of origin) to the Ordering Party that said Ordering Party requires to obtain custom and other benefits and for customs clearance as well as that it requires for all related processes, activities, etc.

11.3 Furthermore, the Supplier shall undertake to inform the Ordering Party in writing of which component parts, group of components, devices, equipment or documents are subject to the relevant export or re-export restrictions according to the foreign trade regulations of Czech Republic, the European Union and/or to the US (re) export formalities.

11.4 Should the Supplier become aware of other applicable foreign trade regulations in the process of or after executing the order, it shall immediately notify the Ordering Party thereof in writing.

11.5 Should the Supplier not fulfil its obligations according to this clause 11, it shall compensate

the Ordering Party and/or its clients for all damages and expenditures resulting from or out of this breach of obligations, unless Supplier can prove that it is not responsible for violating said obligation.

11.6 If the export licence is not granted, extended or is withdrawn due to reasons for which the Supplier is responsible, the Ordering Party shall be entitled to cancel the delivery contract for cause.

12. Compliance with environmental regulations

12.1 The Supplier shall ensure that its deliveries correspond to the stipulations specified in the respectively applicable version of Regulation (EC) No. 1907/2006 concerning the regulation, evaluation, authorisation and restriction of chemicals (REACH). The substances contained in the Supplier's products shall, if required according to the stipulations in the REACH Regulation, be pre-registered and/or registered after expiry of the transition period, provided the corresponding substance is not excluded from the registration. The Supplier shall provide safety data sheets in accordance with the REACH Regulation and/or the information required according to Art. 32 of the REACH Regulation. On request, the Supplier shall also provide the information required in accordance with Art. 33 of the REACH Regulation. In the event that the Supplier breaches any of the aforementioned obligations, the Ordering Party shall, at any time, be entitled to immediately cancel the order and to reject acceptance of the respective delivery without any additional cost for the Ordering Party. Furthermore, if the Supplier culpably breaches the REACH Regulation, it shall be obligated to compensate the Ordering Party for all damages and expenditures resulting from said breach.

12.2 In addition, the Supplier shall guarantee compliance with all environmental regulations according to Czech, German and European law, including Guideline 2002/95/EC and/or 2011/65/EU (RoHS Guideline), provided that these are relevant for the quality of the products delivered to the Ordering Party. The Supplier shall compensate the Ordering Party for all damages and expenditures (including costs associated with the assertion of rights) that are related to the Supplier breaching the aforementioned environmental regulations.

13. Conformity with the Dodd-Frank Act

The Supplier shall ensure that the goods supplied by it do not contain any raw materials that are comprised in the respectively applicable version of Section 1502 of the Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"). According to the current version, this shall in particular include tantalum, gold, tin, wolfram and according derivatives. The Supplier shall particularly not use any raw materials that originate from the DR Congo or from one of the neighbouring countries listed in the Dodd-Frank Act if these originate directly or indirectly from mines that are financed or supported by armed groups. If the "Dodd-Frank Act" is violated, the Supplier shall release ProMinent from all damages and expenditures resulting from this.

14. Property rights and copyrights

14.1 The Supplier shall be liable for claims resulting from the violation of property rights whilst using the delivery objects according to the agreement. The Supplier shall release and indemnify the Ordering Party and its customers from all claims resulting from the use of such property rights.

14.2 Solely the Ordering Party shall be entitled to the copyright for drawings, samples and other documents provided by the Supplier for the Ordering Party.

14.3 The Ordering Party shall have an unlimited and transferable right to use the software that is part of the delivery to the extent required for the use agreed in the contract. In addition, the

Supplier shall be obligated to include the documentation that is required for full use of the software without any additional charges being made to the Ordering Party. Provided the software in question is not standard software, the Ordering Party may request securing the source code with an access authorisation for itself just in the event of insolvency or continued inability of the Supplier to perform.

15. Confidentiality

15.1 The Supplier shall be obligated to treat information from the business relationship with the Ordering Party confidentially as a trade secret.

15.2 Drawings, models and other documents may not be provided to unauthorised third parties or be made accessible in any other way.

15.3 The obligation to maintain confidentiality shall also remain after termination of the delivery contract.

16. The Ordering Party's right of ownership

16.1 Any materials and tools of the Ordering Party that are made available to Supplier shall in any case remain the property of the Ordering Party, even if modified by the Supplier. These shall be serviced and maintained accordingly by the Supplier. Leaving the tools to third parties shall only be permitted with written approval from the Ordering Party.

16.2 Drawings, models, delivery specifications, bidding documents and other documents that were given to the Supplier shall remain the property of the Ordering Party. These may not be used for other purposes without express authorisation from the Ordering Party and shall, on request, be immediately handed over to the Ordering Party at the Supplier's expense. The Supplier's right of retention shall in this respect be excluded.

16.3 Tools of the Ordering Party or company-own tools that were manufactured to produce products for the Ordering Party, may only be used by the Supplier to produce the ordered goods.

17. Secondary obligations of the Supplier

17.1 The Supplier shall be obligated to label the delivery objects as specified by the Ordering Party.

17.2 The Supplier shall be obligated to ensure that spare parts can be delivered for a period of 10 years as of the last delivery.

17.3 The Supplier shall require express written authorisation from the Ordering Party for it to be able to reference the business relations with said Ordering Party.

18. General terms and conditions

18.1 The place of receipt determined by the Ordering Party shall be the place of fulfilment.

18.2 The Ordering Party's place of business shall be the only place of jurisdiction for all disputes arising from the contractual relationship. However, the Ordering Party shall also be entitled file suit at the responsible courts at the Supplier's place of business.

18.3 Czech law shall be the applicable law. The UN Convention on the International Sale of Goods (CISG) shall be excluded.

18.4 Should one provision of these Terms and Conditions and other agreements be or become invalid, the validity of the agreement shall remain unaffected. The Contracting Parties shall be obligated to replace the invalid provision by a provision that comes as close as possible to the original economic intent of the invalid one.