

General Terms and Conditions of Delivery of Geiger Maximizing Net-Solutions GmbH for use in business transactions vis-à-vis entrepreneurs

I. General provisions/scope

1.

The following General Terms and Conditions of Sale and Delivery apply to all deliveries and services of Geiger Maximizing Net-Solutions GmbH (hereinafter: "Seller").

2.

Deviating conditions of the customer are non-binding for the seller. They shall only apply with the express written consent of the Seller. The General Terms and Conditions of Delivery shall also apply if the deliveries to the Customer are carried out without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer.

3.

The General Terms and Conditions of Delivery shall only apply to entrepreneurs, legal entities under public law or special funds under public law.

II. Conclusion of contract

1.

The seller's offers are subject to change until acceptance by the customer. Information in offers as well as in attached drawings and illustrations about the service, its dimensions and weights are only approximate, unless they are expressly designated as binding.

2.

The Seller reserves its property and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter: "Documents") without restriction. The documents may only be made accessible to third parties with the prior consent of the Seller and, if the order is not placed with the Seller, must be returned to the Seller immediately upon request. Sentences 1 and 2 shall apply mutatis mutandis to documents of the purchaser; however, these may be made accessible to third parties to whom the seller has legitimately transferred deliveries.

3.

The customer has the non-exclusive right to use standard software with the agreed performance features in unchanged form on the agreed devices. The customer may make a backup copy without express agreement.

4.

The content and scope of the concluded agreements are based on the written order confirmation of the seller. Verbal ancillary agreements made at the time of conclusion of the contract are only binding for the seller if he has expressly confirmed them in writing.

5.

The seller reserves the right to make technical changes in design, form and material, even during the delivery period, insofar as these changes are reasonable for the customer.

Partial deliveries are permissible insofar as they are reasonable for the customer.

III. Compliance with embargo provisions

The Customer undertakes to comply with all laws and regulations relating to embargoes, economic, trade or financial sanctions and other restrictive measures ("embargoes") issued by France, the United States, the European Union or other countries. He is obliged to obtain all licenses, shipping documents and permits necessary for the resale, export or re-export of the Seller's products. Accordingly, the Customer undertakes not to:

- Export or re-export of the products covered by this contract to a prohibited country or a country subject to restrictions without first obtaining all necessary permits from French, European or US authorities or authorities of other countries that have imposed export restrictions.
- Supply of the products affected by this contract to parties, companies or entities subject to restrictions imposed by France, the European Union or any other country. The same applies to parties, companies or institutions that have reason to believe that they do not fully comply with the applicable national or international regulations.
- Export or re-export of the products affected by this contract for the purpose of use in areas that are prohibited or subject to legal restrictions or embargo provisions.
- carrying out outgoing or incoming financial transactions without first informing the competent national authorities or obtaining the necessary authorizations.

The Customer, in its capacity as reseller/exporter of the Products subject to this Agreement, is solely responsible for fulfilling its obligations with respect to the applicable embargo provisions. He is obliged to defend and indemnify the Seller against any claims or legal proceedings asserted or initiated by authorities or third parties for violations of the provisions of this article.

The seller is authorized to check in the context of an audit whether the customer meets his obligations in this regard. As part of its sound business relations with the Seller, the Customer must, upon request, provide all licenses, notifications or permits that he has applied for and received. This also includes information about the identity of customers to whom Geiger products are sold, about the intended use of Geiger Maximizing Net-Solutions GmbH products and about the credit institutions through which payments are made or received. The Seller, for its part, must provide, upon request, any information requested by the Customer. This applies in particular to any relevant commercial documents.

In the event that the Customer breaches any of the obligations set out in the audit and is unable to remedy the situation or take action with the aim of remedying the breach in order to remedy the breach within three working days of receipt of a written request to comply with one or more obligations, the Seller reserves the right to: in all circumstances, cancel the order or terminate the relevant contract without any liability whatsoever to the buyer or end user.

If the delivery of products, services or documentation requires an export or import permit from certain authorities or if delivery is prohibited by export/import control laws, the Seller is entitled to suspend its own obligations as well as the Customer's rights until the approval is granted or for the duration of the restrictions or prohibitions. In addition, the Seller is entitled, in all circumstances, to cancel the order or to terminate the contract in question without any liability whatsoever to the Buyer or End User.

IV. Delivery, delivery period, delay

1.
Compliance with deadlines for deliveries presupposes the timely receipt of all documents, necessary approvals and releases to be supplied by the customer, in particular plans, as well as compliance with the agreed terms of payment and other obligations by the customer. If these conditions are not fulfilled in time, the deadlines shall be extended accordingly; this does not apply if the seller is responsible for the delays.

2.
If the non-observance of the deadlines is due to force majeure, for example mobilization, war, riot or similar events, for example strike, lockout, etc., the deadlines shall be extended accordingly.

3.
Unless otherwise agreed, deliveries shall be made free domicile at the expense and risk of the customer. Benefit and risk shall pass to the customer at the latest when the goods leave the seller's factory or warehouse. The prices quoted by the seller are ex works, including packaging and excluding freight costs.

4.
Partial deliveries can be invoiced separately.

5.
If, as a result of the circumstances referred to in paragraph 2, the deliveries or services become impossible or unreasonable, the seller shall be released from the delivery obligation, even if they occur during an already existing delay. The Seller shall inform the Purchaser immediately of the beginning and end of such obstacles.

6.
If the Seller is in default with the delivery, the Purchaser may only withdraw from the contract and claim damages for non-performance if he sets the Seller a reasonable grace

period of at least 20 working days in writing and this period has elapsed without result. The grace period is to be combined with the declaration that the customer refuses to accept the delivery after the expiry of the deadline without result. A deadline with a threat of rejection is not required if the seller has previously seriously and definitively refused the deliveries.

7.

If the Seller is in default, the Purchaser may – provided that he credibly demonstrates that he has suffered damage as a result of this – demand compensation for each completed week of delay of 0.5% each, but in total no more than 5% of the price for the part of the deliveries that cannot be put into appropriate operation due to the delay.

8.

Both claims for damages by the customer due to delays in delivery and claims for damages in lieu of performance that go beyond the limits specified in the aforementioned paragraph are excluded in all cases of delayed delivery, even after expiry of a deadline for delivery that may have been set for the seller. This does not apply if liability is mandatory in cases of intent, gross negligence or due to injury to life, body or health. The customer may only withdraw from the contract within the framework of the statutory provisions if the delay in delivery is the responsibility of the seller. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

9.

If dispatch or delivery is delayed by more than one month after notification of readiness for dispatch at the request of the customer, the customer may be charged storage fees of 0.5% of the price of the items of the deliveries for each month or part thereof, but no more than a total of 5%. The contracting parties are free to prove higher or lower storage costs. Should the customer be in default of acceptance, the legal consequences of the default of acceptance shall remain unaffected.

V. Terms of payment

1.

All prices are ex works including packaging and excluding freight costs (FCA Irschenberg, Incoterms® 2010) plus the applicable statutory value added tax. The prices and conditions applicable on the day of delivery according to the valid price list shall always apply. For deliveries within Germany from a net value of goods of more than € 1,000.00, delivery is free domicile, unless explicitly stated in the order confirmation. In the case of deliveries with a net value of less than € 250.00, a processing surcharge of € 25.00 net will be charged.

2.

If the seller has taken over the installation or assembly and nothing else has been agreed, the customer shall bear all necessary ancillary costs such as travel expenses, costs for the

transport of the tools and personal luggage as well as triggers in addition to the agreed remuneration.

3.

Payments are to be made free of charge to the seller's paying agent. Invoices are payable without deduction within 14 days of the invoice date. Entitlement to a discount exists only with an express written agreement and only under the condition that the customer is not in default with the payment of other invoices of the seller.

4.

Against payment claims of the seller, the customer can only offset undisputed, legally established, decision-ready or such counterclaims that are based on the same contractual relationship. Offsetting by the seller is possible without restriction.

VI. Ownership

1.

The objects of the deliveries (reserved goods) remain the property of the seller until all claims to which he is entitled against the customer from the business relationship have been fulfilled.

Insofar as the value of all security interests to which the supplier is entitled exceeds the amount of all secured claims by more than 20%, the seller shall release a corresponding part of the security rights at the request of the customer.

2.

During the existence of the retention of title, the customer is prohibited from attaching or transferring ownership by way of security and the resale is only permitted to resellers in the ordinary course of business and only under the condition that the reseller receives payment from his customers or makes the reservation that ownership does not pass to the customer until he has fulfilled his payment obligations.

3.

In the event of default of payment by the customer, the application for the opening of insolvency proceedings over his assets, a transfer of the expectant right to third parties or the transfer of the business operations of the customer to third parties, the seller is entitled to take back the reserved goods and to enter the business premises of the customer for this purpose. The taking back of the reserved goods by the seller does not constitute a withdrawal from the contract if the seller does not expressly declare this. The customer is obliged to surrender the goods. After taking back the reserved goods, the seller is entitled to use them by private treaty.

The proceeds of the sale shall be set off against the customer's liability less reasonable exploitation costs.

4.

Any treatment or processing of the reserved goods as well as their combination with other objects shall be carried out by the customer on behalf of the seller. If the reserved goods

are combined with other goods owned by third parties during treatment or processing, the seller shall acquire co-ownership of the new item in the ratio of the purchase price agreed between the parties and the corresponding purchase price for the other goods. If the reserved goods are combined by the customer with real estate or movable property, the latter also assigns to the seller his claim, which he is entitled as remuneration for the combination, with all ancillary rights, as security in the amount of the ratio of the value of the combined reserved goods to the other connected goods at the time of the connection, without the need for further special declarations.

5.

If the customer resells the reserved goods in the ordinary course of business, he hereby assigns all claims from the resale of the reserved goods to the seller in the amount of the value of the reserved goods with all ancillary rights. The seller accepts the assignment. The customer is entitled to collect the assigned claims as long as he fulfils his payment obligations. In the event of default of payment by the customer, the seller is entitled to revoke the collection authorization.

In this case, at the request of the seller, the customer is obliged to provide him with all information necessary for collection, to allow him to check the existence of the assigned claim by a representative on the basis of his accounting and to inform the debtors of the assignment.

VII. Warranty Claims/Warranty Liability

1.

The customer must inspect the received goods immediately upon arrival for defects, quality and guaranteed properties. Obvious defects must be reported to the seller within two working days of receipt of the delivery, hidden defects within 10 working days after discovery by written notification. Otherwise, the delivery shall be deemed to have been approved.

2.

At the request of the Seller, the Purchaser shall return the rejected goods to the Seller carriage paid. If the notice of defects turns out to be justified in such a case, the seller shall bear the costs of the most freight-cheap return.

3.

All those parts or services are to be repaired, redelivered or re-provided free of charge at the seller's discretion that have a material defect within the limitation period – regardless of the period of operation – provided that its cause already existed at the time of the transfer of risk.

4.

The Purchaser shall give the Seller sufficient opportunity to examine the complaint, in particular to make damaged goods and their packaging available for inspection by the Seller. If he refuses to do so, the seller is released from liability for defects. If it is urgently

necessary in cases of endangerment of operational safety or to avert disproportionately large damages, the customer is entitled to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary costs from the seller. The same applies in the event that the seller is in default with the elimination of the defect. In any case, the seller must be informed immediately by the customer. If the supplementary performance fails, the customer may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration.

5.

In the event of notices of defects, payments by the customer may be withheld to an extent that is in reasonable proportion to the material defects that have occurred. The customer can only withhold payments if a notice of defects is asserted about the justification of which there can be no doubt. If the notice of defects is unjustified, the seller is entitled to demand reimbursement of the expenses incurred by him from the customer.

6.

Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent treatment, excessive stress, unsuitable operating resources, defective construction work, unsuitable building ground or which arise due to special external influences that are not assumed under the contract as well as in the case of non-reproducible software errors. If improper changes or repair work are carried out by the customer or by third parties, there are also no claims for defects for these and the resulting consequences.

7.

Claims of the customer due to the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are limited to a reasonable amount. When calculating this amount, the value of the item in a defect-free condition and the significance of the defect must be taken into account. The reasonable amount is usually 150 percent of the value of the defect-free item, but may deviate in individual cases if there are special circumstances that make a higher amount seem appropriate.

8.

The seller is not liable for public statements in his advertising or the advertising of another manufacturer of the delivered goods or his assistants, if and to the extent that the buyer can not prove that the advertising statements influenced his purchase decision, if the seller did not know the statements and did not have to know or the statements were already corrected at the time of the purchase decision.

9.

Further claims of the customer, in particular for damages instead of performance and for compensation for other direct or indirect damage, are excluded. This does not apply if a legal or material defect is fraudulently concealed or a durability guarantee has been assumed, the representatives or vicarious agents of the seller are guilty of intent or gross

negligence, liability is given under the Product Liability Act, the defect or damage is based on the violation of a guarantee, damage is based on injury to life, body or health or the seller is liable for breach of his essential contractual obligation.

10.

The seller does not guarantee durability. Warranty liability for software errors is also excluded.

11.

Claims for material defects shall become statute-barred 12 months after delivery of the goods to the customer.

This does not apply if the law prescribes longer periods in accordance with §§ 438 para. 1 no. 2, 445 b para. 1, 479 para. 1 and 634 a para. 1 no. 2 BGB as well as in cases of injury to life, body or health in the event of an intentional or grossly negligent breach of duty by the seller and in the case of fraudulent concealment of a defect. The statutory provisions on suspension of expiry, suspension and restart of the deadlines remain unaffected.

12.

Recourse claims of the customer against the seller according to § 478 BGB exist only to the extent that the customer has not made any agreements with his customer that go beyond the statutory claims for defects.

VIII. Transfer of risk

1.

Even in the case of carriage paid delivery, the risk shall pass to the customer as follows:

a)

In the case of deliveries without installation or assembly, if they have been brought for dispatch or collected. At the request and expense of the customer, deliveries will be insured by the seller against the usual transport risks.

b)

In the case of deliveries with installation or assembly on the day of acceptance in our own company or – if agreed – after flawless trial operation.

2.

If the dispatch, delivery, commencement, execution of installation and assembly, acceptance in the customer's own company or trial operation is delayed for reasons for which the customer is responsible or if the customer is in default of acceptance for other reasons, the risk shall pass to the customer.

IX. Unjustified withdrawal/return of goods

1.

The return of custom-made products, customer-order-related procurements and in-house production, painted and non-recyclable parts is excluded.

2.

If the customer unjustifiably withdraws from the contract or refuses to accept the delivery or service without justification, the seller is entitled to demand 15% of the agreed price as compensation for non-performance without special proof. The customer has the right to prove that the seller has incurred no or less damage.

3.

Apart from warranty cases, the return of goods is only possible in exceptional cases and only after prior written agreement. Return requests whose net value of goods before VAT is less than € 100.00 cannot be accepted and processed. Credits resulting from returns can amount to a maximum of up to 80% of the net value of the goods.

X. Impossibility/contract adjustment

1.

Insofar as delivery is impossible, the customer is entitled to claim damages, unless the seller is not responsible for the impossibility. The claim for damages is limited to 10% of the net value of the goods of that part of the delivery that cannot be put into appropriate operation due to the impossibility. This restriction does not apply if liability is mandatory in cases of intent, gross negligence or injury to life, limb or health; a change in the burden of proof to the detriment of the customer is not associated with this. The right of the customer to withdraw from the contract remains unaffected.

2.

If unforeseeable events significantly change the economic significance or the content of the delivery or have a significant effect on the seller's business, the contract will be adapted appropriately in good faith. Insofar as this is not economically justifiable, the seller has the right to withdraw from the contract. If he wishes to make use of this right of withdrawal, he must inform the customer immediately after becoming aware of the significance of the event, even if an extension of the delivery time was initially agreed with the customer.

XI. Industrial property rights and copyrights/defects of title

1.

Unless otherwise agreed, the seller is obliged to make the delivery only in the country of the place of delivery free of industrial property rights and copyrights of third parties. If a third party asserts justified claims against the customer due to the infringement of property rights by deliveries made by the seller in accordance with the contract, the seller is liable to the customer as follows:

a)

The seller shall, at his discretion and at his own expense, either obtain a right of use for the deliveries in question, change them in such a way that the property right is not infringed or replace them. If this is not possible for the seller under reasonable conditions, the customer is entitled to the statutory rights of withdrawal or reduction.

b)

The Seller's obligation to pay damages shall be governed by these Terms and Conditions of Contract.

c)

The above-mentioned obligations of the Seller shall only exist if the Customer notifies the Seller immediately in writing of the claims asserted by the third party, does not acknowledge a violation and the Seller reserves the right to take all defensive measures and settlement negotiations. If the customer discontinues the use of the delivery for damage reduction or other important reasons, he is obliged to inform the third party that the cessation of use does not entail any acknowledgement of an infringement of property rights.

2.

Claims of the customer are excluded if he is responsible for the infringement of property rights. This also applies if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by the seller or by the fact that the delivery is changed by the customer or used together with products not delivered by the seller.

3.

In the event of infringements of property rights, in addition to No. 1 a), the provisions of Art. VI shall apply accordingly. Article VI shall apply mutatis mutandis in the event of other defects of title. Further or other claims of the customer against the seller and his vicarious agents due to a defect of title other than those regulated in this article are excluded.

XII. Final provisions

1.

All legal relationships between the parties arising from or in connection with this contract shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

2.

The legal relationships in connection with this contract shall be governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3.

The respectively valid foreign trade regulations of the Federal Republic of Germany and the United States of America, insofar as these apply, determine the content of the mutual rights and obligations under the contract with regard to cases of export, re-export and resale abroad.

In any case, a contractual obligation on the part of the seller shall only be concluded when the corresponding approvals have been granted by the competent authorities with regard to the final destination. The customer undertakes to provide any information required for approval and to procure documents necessary for the approval procedure at his own expense.

4.

The place of performance for all deliveries, services and payments as well as the place of jurisdiction for all legal disputes, including actions on cheques and bills of exchange, is the registered office of the seller, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.

5.

Should any provision of these General Terms and Conditions of Delivery be or become invalid, this shall not affect the validity of the remaining provisions. This does not apply if adherence to the contract would constitute an unreasonable hardship for one of the contracting parties.