

NOVEXX SOLUTIONS GMBH

GENERAL TERMS AND CONDITIONS OF NOVEXX SOLUTIONS GMBH ("NOVEXX SOLUTIONS")

§ 1 Validity

1. All deliveries made, and services rendered by Novexx Solutions shall solely be carried out on the basis of the following General Terms and Conditions ("Terms"). These are an integral part of all contracts that Novexx Solutions concludes with its contractual partner ("Customer") for the deliveries or services it offers. They shall also apply to all future deliveries, services and offers to the Customer, even if not agreed on again separately.
2. Validity of any general terms and conditions of the Customer or any third party is excluded. Provisions inconsistent with these Terms, in particular those in the general terms and conditions of the Customer, shall solely apply if confirmed in writing by Novexx Solutions. This shall also apply if Novexx Solutions carries out the delivery without reservation in the knowledge of conflicting terms and conditions of the Customer or terms and conditions of the Customer that deviate from Novexx Solutions' Terms without explicitly re-confirming that the customer's conflicting or deviating provisions are excluded.

§ 2 Conclusion of contract and order confirmation

1. The offers from Novexx Solutions are subject to confirmation and non-binding. Novexx Solutions is bound to its offers only if they are expressly designated as binding. Otherwise, they shall be considered as an invitation to submit offers. In such cases, written confirmation of the order by Novexx Solutions is required for the conclusion of a contract.
2. The written order confirmation of Novexx Solutions shall be decisive for the scope of delivery. It contains all agreements on the subject matter of the contract between the contracting parties. Oral commitments made by Novexx Solutions prior to the conclusion of this contract are not legally binding and oral agreements between the contracting parties are replaced by the written order confirmation, unless otherwise expressly agreed between the contracting parties in each case. Order confirmations by Novexx Solutions shall be made, insofar as Novexx Solutions delivers goods manufactured by third parties, subject to timely delivery by the supplier, if Novexx Solutions has concluded a matching cover transaction and the non-delivery was not culpably caused.
3. Information, brochures and advertising statements of any kind whatsoever, in particular descriptions, illustrations, drawings, samples, information on quality, condition, composition, performance, consumption and usability, dimensions and weights of the contractual goods, as well as oral collateral agreements and assurances, including those of Novexx Solutions' employees and representatives, shall be subject to change without notice, unless the information contained therein has been expressly designated by Novexx Solutions as binding. Deviations of

the delivered goods shall therefore also not constitute a defect of the objective requirements of the goods in the sense of Section 434 (3) of the German Civil Code (BGB).

4. Deviations customary in the trade and deviations resulting from legal requirements or constituting technical improvements as well as the replacement of modules by parts of equivalent value are permitted, provided that their use does not interfere with the purpose specified in the contract.

§ 3 Delivery and transfer of risk

1. The stated delivery times are indicative and non-binding, unless expressly stated otherwise in our order confirmation. Insofar as shipment is agreed on, delivery deadlines and dates shall, unless expressly stated otherwise by Novexx Solutions, refer to the time of handover to the forwarding agent, carrier or other third party entrusted with shipment. Novexx Solutions is entitled to delivery before a specified delivery date.
2. In the event of non-compliance with a binding delivery deadline, the Customer shall only be entitled to withdraw from the contract if a reasonable grace period set by it is not met. A period of grace of four weeks shall be deemed reasonable for delivery by air freight, seven weeks for sea freight, in all other cases at least two weeks, commencing with the expiry of the binding delivery period. This shall only apply to the delivery of standard goods and parts.
3. In the event of a delay in delivery, the Customer may demand lump-sum compensation for the damage caused by the delay. In the event of slight negligence, this claim shall be limited to a maximum of 5% of the total price of the products which Novexx Solutions is in default of delivering.
4. Novexx Solutions shall be entitled to make partial deliveries if (a) the partial delivery is usable for the Customer within the scope of the contractual purpose, (b) the delivery of the remaining ordered goods is ensured and (c) the Customer does not incur any significant additional expenses or costs as a result thereof (unless Novexx Solutions agrees to bear such costs). Even in the case of partial deliveries, the price for the respective goods delivered shall be due and payable within 30 days of the invoice date.
5. If shipment of the goods has been agreed and Novexx Solutions has not assumed the transport, the risk shall pass to the Customer at the latest when the goods are handed over (whereby the beginning of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply in the event that Novexx Solutions exceptionally assumes the shipping costs in accordance with a separate agreement. If the shipment or the handover is delayed due to a circumstance which is caused by the Customer, the risk shall pass to the Customer from the day on which the goods are ready for shipment and Novexx Solutions has notified the Customer thereof. In the absence of specific instructions from the Customer, Novexx Solutions shall be responsible for selecting a suitable carrier.
6. Delivery is made ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Customer, the goods shall be shipped

to a different destination (sale by delivery to a place other than the place of performance (*Versendungskauf*)). Unless otherwise stipulated, Novexx Solutions is entitled to determine the mode of shipment (in particular, transport companies, shipment route, packaging).

§ 4 Prices and payment terms

1. The agreed prices are net prices plus the respective statutory value added tax ex Eching (Germany) (Incoterm: FCA). In addition, costs incur for stereotypes, tools, assembly, installation, training, finishing work or other ancillary services which shall be carried out at the prices valid at the time of the work and invoiced separately.
2. Within the framework of an ongoing business relationship, Novexx Solutions is entitled at any time to make a delivery in whole or in part only against advance payment or provision of security, provided there is an objective reason. An objective reason shall exist in particular if, after the conclusion of the contract, Novexx Solutions becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the Customer and as a result of which the payment of Novexx Solutions' claims by the Customer under the respective contractual relationship (including under other individual orders to which the same framework agreement applies) is at risk.
3. Unless otherwise agreed in writing, the purchase price is generally due and payable within 30 days of the invoice date, without deduction. The date of receipt by Novexx Solutions is decisive for the date of payment. For repairs and services, payment is due and payable within eight days of the invoice date without deduction.
4. The Customer shall be in default upon expiry of the aforementioned payment deadline.
5. During the period of default, interest shall be charged on payments at the statutory default interest rate applicable from time to time. Novexx Solutions reserves the right to assert claims for further damage caused by default.
6. In the event that the Customer is in default of payment under a framework agreement or successive delivery agreement, Novexx Solutions shall have the right to withhold delivery of goods to the Customer until the outstanding claims have been satisfied in full. In this case Novexx Solutions shall also be entitled to terminate the entire contract by giving written notice to the Customer. Upon termination of the contract, all liabilities owed by the Customer to Novexx Solutions shall be due and payable within five banking days from the date of termination. Novexx Solutions shall be released from its contractual obligation to deliver further goods.
7. Insofar as a written agreement on payment by installments has been made, the entire claim, less any payments made up to that point, shall become immediately due and payable if the Customer is in default with an installment, in whole or in part, for more than one month.

8. Offsetting against counterclaims of the Customer or retention of payments due to such claims shall only be permissible to the extent that the counterclaims are undisputed or have become res judicata or arise from the same order under which the relevant delivery was made.

§ 5 Warranty, material defects

1. The statutory provisions shall apply to the rights of the Customer in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below.
2. The warranty period shall be one year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by the Customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by Novexx Solutions or its vicarious agents, which shall each be time-barred in accordance with the statutory provisions.
3. The basis for the liability for defects of Novexx Solutions is, above all, the agreement made on the quality and the assumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are subject matter of the individual agreement or were made publicly known by Novexx Solutions (in particular in catalogues or on the internet homepage) at the time of conclusion of the agreement are considered as quality agreement in this sense. Insofar as the quality has not been agreed, it has to be assessed in accordance with the statutory provisions, whether there is a defect or not (Sec. 434 (3) German Civil Code). Public statements by the manufacturer or on his behalf in particular in advertising or on the labels of the goods take priority over statements by other third parties.
4. In case of goods with digital elements or other digital contents, Novexx Solutions only owes a provision and possibly an updating of the digital contents provided that this expressly results from a quality agreement pursuant to para. 2. In this respect, Novexx Solutions shall assume no liability for public statements by the manufacturer and other third parties.
5. Novexx Solutions shall in principle not be liable for defects which the Customer knows or is grossly negligent in not knowing them upon conclusion of the agreement (Sec. 442 German Civil Code). The delivered goods shall be inspected with due care promptly upon delivery to the Customer or any third party specified by it. With regard to obvious defects or other defects which would have been recognizable in the course of an immediate, careful inspection, the goods shall be deemed to have been approved by the Customer if Novexx Solutions does not receive a written notice of defect within seven working days after delivery. With regard to other defects, the goods shall be deemed to have been approved by the Customer if the notice of defect has not been received by Novexx Solutions within seven working days from the date at which the defect became obvious; if the defect was already obvious earlier during normal use, this earlier date, however, shall be decisive for the beginning of the notice of defect period. In case of goods intended for fitting, affixing or installation, this shall also apply if the defect became apparent as a consequence of the breach of one of these duties only after the corresponding processing; in this case, in particular, no claims of the Customer exist for reimbursement of related costs ("costs of

dismantling and installation"). Upon request of Novexx Solutions, the goods complained about shall be returned carriage-paid to Novexx Solutions. In case of a justified notice of defects, Novexx Solutions shall reimburse the Customer for the cheapest shipment; this shall not apply if the costs are increased because the delivered goods are located at a place other than the place of their defined use.

6. Discrepancies with regard to processing, workmanship and material as well as in printing with regard to colorfulness, state and in the outcome may appear as a result of the type of product and production, they are approved by the Customer and do not constitute any material defect. Dimensional deviations by up to 5% may be given for technical reasons, they are approved by the Customer and do not constitute any material defect. Slight color deviations within a delivery are due to production reasons and are accepted by the Customer. In case of identical repeat orders, dimensional and/or color deviations to previous series are not excluded for typographical reasons and due to the material and do not constitute any material defect as well. Short and/or excess deliveries of up to 10% shall be deemed to be approved and do not constitute any material defect.
7. In case of material defects of the delivered goods, Novexx Solutions shall be obliged and entitled within a reasonable period to repair the defect or to make a supplementary delivery, at its own choice. If the type of subsequent performance chosen by us is unreasonable for the Customer in the individual case, he can refuse it. Our right to refuse to a subsequent performance according to statutory requirements shall remain unaffected.
8. In case of defects of parts by other manufacturers which Novexx Solutions cannot remove for license law-related or actual reasons, Novexx Solutions shall, at its choice, assert its warranty claims against such manufacturers and suppliers for the account of the Customer or assign such claims to the Customer. In case of such defects, warranty claims against Novexx Solutions shall exist under the other prerequisites and pursuant to these General Terms and Conditions only, if the assertion of the aforementioned claims against the manufacturers and suppliers was unsuccessful or is hopeless, for example due to insolvency. During the legal dispute, the limitation period of the relevant warranty claims of the Customer against Novexx Solutions shall be suspended.
9. No warranty is provided if the Customer modifies the goods or has the goods modified by third parties without the consent of Novexx Solutions, thus making a repair of the defect impossible or rendering it unreasonably difficult. The Customer shall in any case bear the additional costs for the repair of defects caused by such modification. The warranty shall be excluded:
 - a. for errors caused by external influences or operating errors;
 - b. for goods and parts that are subject to natural wear and tear;
 - c. provided that the Customer does not follow operating or maintenance instructions;
 - d. for damages caused by the operation of the goods together with such devices or programs that are not compatible with the goods, unless Novexx Solutions has expressly confirmed the compatibility in writing.
10. A delivery of used goods agreed on with the Customer in the individual case shall exclude any warranty for material defects.

11. The Customer's claims for damage compensation or compensation for futile expenses shall only exist according to § 6 even in case of defects and shall otherwise be excluded.

§ 6 Limitations of liability (exclusion of liability and restriction of liability)

1. The liability of Novexx Solutions for damages, for whatever legal reason, in particular impossibility, default, defective or wrong delivery, breach of contract, breach of duties during contract negotiations and tort shall be limited in accordance with § 6 hereof if such liability depends on proof of fault.
2. Novexx Solutions shall be liable for damages - for whatever legal reason - within the scope of fault-based liability in case of intent and gross negligence. In case of simple negligence, Novexx Solutions shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), exclusively
 - a. for damages resulting from injury to life, limb or health,
 - b. for damages resulting from breach of an essential contractual obligation. Significant contractual duties shall be the duties of delivery in due time and installation of the goods, their freedom from defects of title and such material defects which impair their functionality or usability more than only insignificantly, as well as duties of advice, protection and care which should enable the Customer to use the goods in accordance with the contract or which serve the purpose to protect the Customer's assets from considerable damage. In this case liability, however, shall be limited to compensation for the foreseeable, typically occurring damage.
3. The limitations of liability resulting from para. 2 shall also apply to third parties as well as in case of breaches of duty by bodies, legal representatives, employees and other vicarious agents of Novexx Solutions. They shall not apply insofar as a defect was fraudulently concealed or a warranty for the quality of the goods was assumed, and they shall not apply to claims of the Customer under the German Product Liability Act (*Produkthaftungsgesetz*).
4. The Customer may only rescind or terminate the contract for a breach of duty which does not constitute a defect, if Novexx Solutions is responsible for the breach of duty. An unrestricted right of termination of the Customer (in particular in accordance with Sec. 650, 648 BGB) shall be excluded. Apart from that, the statutory requirements and legal consequences shall apply.
5. Insofar as Novexx Solutions provides technical information or acts in an advisory capacity and such information or advice does not belong to the owed and contractually agreed scope of services, this shall be free of charge and excluding any liability.

§ 7 Limitation

1. By way of derogation from Sec. 438 (1) No. 3 BGB, the general period of limitation for claims resulting from material defects and defects of title amounts to one year as from delivery. As far as acceptance is agreed, the period of limitation shall begin as of acceptance.
2. The limitation period shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the goods, unless application of the regular statutory limitation period (Sec. 195, 199 BGB) would lead to a shorter limitation period in the individual case.
3. Claims for damages of the Customer pursuant to Sec. 6 (2) sent. 1 and sent. 2(a) and according to the German Product Liability Act (*Produkthaftungsgesetz*) shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 8 Retention of Title

1. Novexx Solutions retains the title to the goods until payment in full of the purchase price as well as all other payment claims due at the time of the conclusion of the contract arising from the current business relationship with the Customer or with companies affiliated with the Customer.
2. Novexx Solutions authorizes the Customer and companies affiliated with the Customer to sell and process the goods in the course of ordinary business operations.
3. The Customer, however, assigns to Novexx Solutions already now by way of security any claims arising from the sale against the purchaser - in case of co-ownership of Novexx Solutions in the goods pro rata according to the co-ownership share. The same shall apply to other claims replacing the goods or otherwise arising in connection with the goods, such as insurance claims or claims in tort in the event of damage or destruction. Novexx Solutions revocably authorizes the Customer to collect the claims assigned to Novexx Solutions in its own name. Novexx Solutions may revoke this direct debit authorization in case of realization. This shall not affect the entitlement of Novexx Solutions to collect the claim itself. Novexx Solutions, however, undertakes to not collect the claim as long as the Customer fulfills its payment duties and there is no defect of its ability to perform (e.g. through petition for the opening up of insolvency proceedings, material deterioration of the financial situation or insolvency). If this is the case, however, or if there is any other important reason, Novexx Solutions can demand that the Customer reveals to Novexx Solutions the assigned claim and its debtor, provides all information necessary for its collection, submits the relevant documents and informs the debtors (third parties) of the assignment. Moreover, Novexx Solutions shall be entitled, in this case, to revoke the Customer's authorization to further sell the goods under reservation of title.
4. If the goods are processed by the Customer, it is agreed that the processing shall be carried out in the name and for the account of Novexx Solutions as manufacturer and that Novexx Solutions shall acquire direct title or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods - co-title (fractional title) of the newly created item in the ratio of the value of the goods to the value of the newly created item. In

the event that no such acquisition of title should occur on the part of Novexx Solutions, the Customer shall already now transfer its future title or - in the above-mentioned ratio - co-title to the newly created item to Novexx Solutions as security. If the goods are combined or inseparably mixed with other items to form a uniform item and if one of the items is to be regarded as the main item so that Novexx Solutions or the Customer acquires sole ownership, the party to which the main item belongs shall transfer to the other party pro rata co-title of the uniform item in the ratio mentioned in sent. 1.

5. Disposals other than the aforementioned over the goods are not permitted and require compensation for damages.
6. If the Customer acts contrary to the terms of the contract, in particular in case of non-payment of the due purchase price, Novexx Solutions shall be authorized to rescind the contract pursuant to the statutory provisions and/or request return of the goods due to the retention of title. Such request shall not be construed as a declaration of rescission; Novexx Solutions shall rather be entitled to only request return of the goods and reserve the right to rescind the contract. If the Customer fails to pay the due purchase price, Novexx Solutions shall only assert such rights, if Novexx Solutions has unsuccessfully set a reasonable deadline for the Customer for payment or if such deadline is dispensable pursuant to statutory provisions.
7. The goods that are subject to retention of title shall neither be pledged to third parties nor assigned as security prior to full payment of the secured receivables. In case of possible seizures by third parties, the Customer shall be obliged to point out to the rights of Novexx Solutions and to inform Novexx Solutions immediately in order to enable Novexx Solutions to assert its ownership rights. Insofar as the third party is not capable to reimburse Novexx Solutions for the judicial and extrajudicial costs arising in this context, the Customer shall be liable for the expense incurred by Novexx Solutions.
8. Novexx Solutions will release the reserved goods as well as the items or claims replacing them provided that their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released accordingly lies with Novexx Solutions.
9. The Customer shall be obliged to treat the goods carefully, in particular to sufficiently insure, at the Customer's expense, the goods at replacement value against fire, water and theft. If maintenance and inspection works are required, the Customer has to carry these works out at its own expense in due time.

§ 9 Force majeure

1. Serious events such as, in particular, force majeure (events outside the sphere of influence of the respective contracting party), material procurement difficulties occurred, non-culpable disruption of operations, lawful lockouts, labor disputes, staff shortage, shortage of raw materials and energy, shortage of means of transport, official orders, unrest, military or terroristic conflicts, fire damage, inundations, unexpected pandemics or epidemics, which lead to unforeseen consequences for the performance, shall exempt the contracting parties from their duties to perform for the duration of the disruption and to the extent of their effect, even if they should be in default. This does not result in an automatic termination of the contract. Supply difficulties and other interferences with performance on the part of the own suppliers of Novexx Solutions shall only count as force majeure, if such supplier is prevented from performing due to an event pursuant to sent. 1.
2. The affected contracting party shall inform the other contracting party without undue delay of the occurrence and the end of an event of force majeure and use its best efforts to remedy the force majeure and limit its impact to the extent possible.
3. In a force majeure event the contracting parties will agree on the further procedure and adapt their obligations to the changed circumstances in good faith. Notwithstanding the above, each contracting party shall be entitled to cancel the affected orders if the force majeure event continues for more than three months since the agreed delivery date. This shall not affect either party's right to terminate the contract for good cause in case of a force majeure event continuing for a longer period of time.

§ 10 Third-party property rights

1. The Customer shall ensure that the desired goods to be manufactured do not infringe any third-party property rights. Should such property rights be infringed, the Customer shall indemnify Novexx Solutions from any claims for damages of third parties.
2. In accordance with this § 10, Novexx Solutions shall guarantee that the goods are free from industrial property rights or copyrights of third parties. Each contracting party shall notify the other contracting party in writing without delay if claims are asserted against it for infringement of such rights.
3. In the event that the goods infringe an industrial property right or copyright of a third party, Novexx Solutions will modify or replace the goods at its own discretion and expense in such a way that the rights of third parties are no longer infringed, the goods, however, continue to fulfill their contractually agreed functions, or Novexx Solutions will procure the right of use for the Customer by concluding a license contract with the third party. If Novexx Solutions does not succeed in doing so within a reasonable period of time, the Customer shall be entitled to rescind the contract or to reduce the purchase price by a reasonable amount. Any claims for damages of the Customer are subject to the restrictions of § 6 of these General Terms and Conditions.
4. In case of infringements which are caused by products from other manufacturers delivered by Novexx Solutions, Novexx Solutions shall, at its choice, assert its claims against the manufacturers

and suppliers for the account of the Customer or assign such claims to the Customer. In these cases, claims against Novexx Solutions exist in accordance with this § 10 only if the legal assertion of the aforementioned claims against the manufacturers and suppliers was unsuccessful or is hopeless, for example due to insolvency.

§ 11 Final Provisions

1. The Customer may only transfer rights vis-à-vis Novexx Solutions to third parties after prior written agreement.
2. Contracts between Novexx Solutions and the Customer shall be subject to German law, with the exclusion of private international law. The United Nations Convention on Contracts concerning the International Sale of Goods (CISG) shall not be applicable.
3. Munich shall be the exclusive place of jurisdiction for all liabilities arising from the contractual relationship, unless the law provides for an exclusive place of jurisdiction.
4. Should any provision be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the other provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes as close as possible to the economic intent of the invalid or unenforceable provision. The same shall apply to any loopholes.
5. In the event of doubts regarding interpretation the German version of the Terms shall prevail.