General Terms and Conditions of Sales

The Terms and Conditions set out below (hereinafter: "T&C") apply to deliveries and services provided to the customer (hereinafter: "CUSTOMER") for a consideration by MiCOS B.V., 5651GW Eindhoven | THE NETHERLANDS (hereinafter: "MiCOS"). Standard business terms of the CUSTOMER shall not apply; they are hereby explicitly rejected. This applies even if, in connection with a purchase order or in other documents of the CUSTOMER, reference is made to its standard business terms and if MiCOS does not explicitly reject them in this case.

1. Validity

Unless expressly withdrawn, the quotation of MiCOS is open for acceptance within the period stated therein, or when no period is stated within thirty (30) days from the date of the quotation. Any order shall only be binding for MiCOS after a confirmation in writing (including fax and e-mail) or by ways of an automated system e.g. EDI by MiCOS (the "Order Confirmation"). Notwithstanding the previous sentence, MiCOS's performance is conditional to the absence of hindrances attributable to applicable national, US, EU or international rules of foreign trade law or any embargos or other sanctions exist. The CUSTOMER shall provide all information and documents required for export, transport and import purposes.

2. Order entry – confirmation - cancellation

After receipt of the order from The CUSTOMER, MiCOS will provide the Order Confirmation, containing information on the Products, the price, surcharges (if any) and the expected delivery date of the Products specified in the order. The CUSTOMER is not allowed to cancel orders or order lines without prior written consent of MiCOS. Costs related to order cancellations (amongst others off the shelf or make-to-order items) will be charged to The CUSTOMER.

3. Prices and surcharges;

Unless otherwise agreed in writing, the price of the Products shall be the price set out in the published price list of MiCOS plus the statutory amount of Value Added Tax and other statutory indirect taxes. MiCOS may modify the pricelist and shall communicate any such modification, which modification is hereby already for then and unconditionally accepted by The CUSTOMER.

MiCOS reserves the right to charge surcharges, in particular a small order charge or an express (air) freight charge any other service charge for services requested by The CUSTOMER, like labelling or packaging or testing.

In case of FCA shipment the CUSTOMER is requested to arrange and deploy the pickup of the Products from the MiCOS defined warehouse within 3 business days after the notification by MiCOS that the goods are ready for pickup. Shipments with FCA Incoterms remaining longer than 2 weeks in the MiCOS warehouse are subject to a specified surcharge of the total invoice per started period of 4 weeks in which the Products remain in the MiCOS warehouse.

On every order there will be handling fee as a percentage of FCA sales value, as specified in the Annex “Annual Price Agreement.”

Standard freight charges are applicable for following modes of transportation:
Dangerous goods as defined in the EU Directive for inland transport and the IATA Dangerous goods regulation.

Shipments by Air freight (based on DAP place of destination):
A specified percentage of the sales value, all products (except Dangerous Goods):
A specified percentage of the sales value, in case of Dangerous Goods

Shipments by Road transport (based on DAP place of destination):
A specified percentage of the sales value
Remark: Destinations that cannot be reached by truck consignment(s) will be air freighted and relevant charges applied. See for Air freight above.

Shipment by Sea freight (based on CIF port of destination):
A specified percentage of the sales value
A specified minimum freight charge will be applied per order

In case of DAP Incoterms the Parties will agree on specified warehouses to which the goods will be delivered. Other destinations are subject to a surcharge to be agreed upon in the respective Sales Agreement. DAP shipments will only be processed by MiCOS on a consolidated basis once per week.

MiCOS reserves the right to modify all rates to reflect fluctuation of global transportation prices due to unforeseeable situation such as e.g. terrorist attacks or fluctuation of global fuel prices at any time without prior notification which modification is hereby already for then and unconditionally accepted by The CUSTOMER. All charges always apply per order.

If The CUSTOMER chooses for FCA shipping, proof of delivery must be delivered to MiCOS as an obligation. Proof of delivery is to be understood as a clearly identifiable customs document, such as copies of customs documents at destination or original copy of CMR (signed by The CUSTOMER, forwarder and MiCOS). MiCOS reserves the right to debit The CUSTOMER by an additional fee of the sales value if custom documents are not cleared and returned within 60 calendar days after export customs clearance. This additional fee is specified in the Annex “Annual Price Agreement.”

4. Documents

All technical information in relation to products and their maintenance remains MiCOS property and, except where intended to serve as instructions for use or advertising matter, may not be utilized or copied, reproduced, transmitted or communicated to third parties without MiCOS prior written consent.

In case The CUSTOMER needs one or more of the documents or certificates mentioned in the (non-exhaustive) list here below, MiCOS charges costs as document fees (per order) including handling costs, which are mentioned in the Annex “Annual Price Agreement”:

- Certificate of Origin at the Chamber of Commerce
- Legalized Documents by Chamber of Commerce
- Legalized Documents by Consulate or Embassy
- ICIGI inspection and certificate
- Separate packing list
- SASO or KUCAS certificate
- Insurance certificate

5. Trade terms

The latest edition of the Incoterms issued by the International Chamber of Commerce shall apply. (Incoterms®2020). Generally, DAP is mandatory for domestic shipments within the EU and EEA while FCA is used for export to non-EU countries.

6. Tests

The Products are inspected and, where feasible or when legislated, submitted to a standard factory test before dispatch. If (extraordinary) testing in the presence of The CUSTOMER or its representative is required, these must be specified by The CUSTOMER at order entry and shall, if agreed by MiCOS, be made before dispatch; all costs connected with such extraordinary tests will be charged to The CUSTOMER. In the event of any delay on the part of The CUSTOMER in attending such tests after fourteen (14) days' notice that the products are ready to be tested, the tests will proceed in The CUSTOMER's absence and shall be deemed to have been made in his presence.

7. Delivery

7.1 The Products shall be delivered to The CUSTOMER as set out in the relevant Order Confirmation, which shall specify the specific Incoterm applicable to the order, whether the Products are to be delivered by MiCOS to The CUSTOMER (DAP place Customer or collected by The CUSTOMER from MiCOS (FCA MiCOS location)).

In case of Incoterm FCA, The CUSTOMER shall collect the Products from MiCOS's premises or such other location as may be advised by MiCOS prior to delivery (the "Collection Location") within 3 Business Days of MiCOS notifying The CUSTOMER that the Products are ready. If The CUSTOMER fails to take delivery of the Products, then MiCOS has the right to store the Products at Customer's risk and cost until delivery takes place. The maximum period for storage is 30 calendar days after which the order may be cancelled at the judgement of MiCOS.

7.2 It is within The CUSTOMER's financial obligation (payment of the order) and responsibility to enable MiCOS to deliver the Products within 30 calendar days after the initial Order Confirmation. If this requirement has not been fulfilled the reservation of the products shall be cancelled which implies a new order and delivery date will only be confirmed when before mentioned payment criteria are met.

7.3 Unless otherwise agreed, SOFTWARE is delivered or made available for downloading in the version named in the DOCUMENTATION. The CUSTOMER is responsible for installation of the SOFTWARE. If the SOFTWARE is provided for use on a data medium or is pre-installed on TARGET HARDWARE, this might possibly not contain the version named in the DOCUMENTATION. The delivery obligation of MiCOS shall be

met by providing the actualization. The CUSTOMER is obliged to perform the actualization in the DOCUMENTATION. The delivery obligation of MiCOS shall be met by providing the actualization. The CUSTOMER is obliged to perform the actualization.

7.4 In the event of delayed delivery, the CUSTOMER may only revoke the contract in accordance with the If delivery by MiCOS BV is delayed, the CUSTOMER shall, on request by MiCOS BV, statutory declare within a reasonable period of time, whether the CUSTOMER insists on delivery or provisions insofar as MiCOS BV is accountable for the delay. whether it claims its other statutory rights pursuant to the following rules: Sec. 11 shall apply for claims for damages by the CUSTOMER in the event of delayed delivery.

7.5 Part deliveries and corresponding invoices are admissible unless the CUSTOMER cannot be reasonably expected to accept them.

7.6 The CUSTOMER may not refuse to accept deliveries on account of insignificant defects.

8. Commercial returns

MiCOS is not obliged to accept any returns of products other than a product that is defective, subject to a recall or was not ordered in a Purchase Order by Customer. If a commercial return of a product is agreed upon by MiCOS in writing by means of a Return merchandize authorization (RMA), the product shall be forwarded in accordance with MiCOS's instructions; all products returned must be consigned insurance and carriage prepaid by customer and packed in their original unopened packing.

Authorization for each commercial return request is valid for 3 calendar weeks (i.e. 21 days after receiving the authorization number). The products must have been shipped as defined in the return form. After this period the authorization for return automatically expires and returned products will be handled as unauthorized returns.

On Customer request, MiCOS can also arrange the backward transportation for a return handling fee. All transportation costs including possible taxes and duties will be charged to The CUSTOMER.

Products refusals by the consignee do not constitute a commercial return authorization. Refused products will be handled as unauthorized return. Unauthorized returns shall be subject to payment by The CUSTOMER. Transportation, taxes, duties and all other expenses incurred by MiCOS will be charged to The CUSTOMER.

9. Terms of Payment

The purchase price is payable at the moment of conclusion of contract, e.g. a single order confirmation, and shall be transferred to the bank account of MiCOS before shipping/transportation unless otherwise agreed between MiCOS and the CUSTOMER, e.g. in a Sales Agreement or the Annex "Annual Price Agreement" to a Sales Agreement. In this case, MiCOS may ask for a Bank Guarantee or an Irrevocable Letter of Credit.

A credit facility consists of an extended payment term in combination with a credit limit, which is based on The CUSTOMER's proven credibility. MiCOS may cancel afore said credit facility upon written notice to The CUSTOMER.

In the case that The CUSTOMER is not sufficient solvent for the value of the Sales Agreement or single order confirmation, but an extended payment duration is desired, this can be provided against a payment security by a Bank Payment Guarantee or Irrevocable Letter of Credit (see hereunder).

- If an invoice is not paid within the in Annex "Annual Price Agreement" agreed payment term, The CUSTOMER is, without MiCOS obligation of any warning or notice, in default of the agreement. Pending or new orders will be suspended for delivery until the CUSTOMER has settled the full value that is due.

- In case of default, The CUSTOMER has to pay interest at a rate equal to nine percentage points above the base rate of interest. Accumulated with administrative cost, with a minimum of 30, - Euro per incident. The right to claim further damage is reserved.

- If The CUSTOMER fails to fulfil or is expected by MiCOS not to fulfill the payment, which is due under the Sales Agreement with MiCOS or - beforehand or after order confirmation - doubt exists that the payment ability of The CUSTOMER is insufficient, MiCOS is entitled to suspend its obligations under the Sales Agreement until The CUSTOMER has provided a sufficient payment security for the performance of the Sales Agreement.

- MiCOS has the right to credit payments against the oldest outstanding account receivable.

- If the CUSTOMER is in default of payment, MiCOS has the right to demand immediate payment of all accounts receivable under the business relationship which are due and certain. Further, MiCOS then also has the right to perform outstanding deliveries only in return for advance payment or provision of security. This right is not excluded by deferral of payment.

- The CUSTOMER only has the right to offset counterclaims and withhold payments insofar as counterclaims are undisputed, legally binding or, after becoming lis pendens, are ready for a decision.

Bank Payment Guarantee

The fulfilment of The Company's obligation relating to the Purchase Volume as specified in Annex "Annual Price Agreement" shall be secured by a Bank Payment Guarantee by a first-class bank within the European Union to be delivered by The Company to MiCOS not later than 10 days after the day of signing of the Sales Agreement (and/or specific Sales Order). The validity of the Bank Payment Guarantee must be extended for the full term of the Sales Agreement (and/or specific Sales Order), plus 3 months.

Irrevocable Letter of Credit

For the fulfilment of The Company's obligation relating to a specific Sales Order(s) or Project Agreement, The Company shall provide within twenty one (21) days of confirmation of said specific Sales Order(s) or Project Agreement, a non-transferable and Irrevocable Letter of Credit in favor of MiCOS, furnished by a first-class bank on which the prevailing Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce in Paris apply. The Company shall, unless otherwise agreed upon, pay to MiCOS all amounts due hereunder in the currency as agreed upon. The Letter of Credit shall be payable in cash, and bearing the conformation of a bank within the European Union,

acceptable to MiCOS. If the delivery date falls within before mentioned twenty one (21) day period, the Letter of Credit shall have a minimum validity equal to the delivery period and shall be prolonged upon MiCOS request. In case partial deliveries have been agreed upon the letter of credit shall provide for pro rata payments there under.

10. Defects

10.1 Claims on account of defects are limited to the product warranty period from delivery date of the Product (date of transfer of risk in accordance with the applicable Incoterm. The foregoing provision shall not apply insofar as longer time bar periods are prescribed by mandatory legislation applicable.

10.2 Only the description of the PRODUCT provided by MiCOS prior to conclusion of the contract or agreed in a separate document (e.g. in the DOCUMENTATION or catalog) is decisive for the quality of the PRODUCT. This shall especially encompass its IT-security features. The details contained therein shall solely be understood as performance specifications and not as guarantees. A guarantee is only given if it has been explicitly designated as such by MiCOS in writing prior to conclusion of the contract. No further quality is owed, and, in particular, nor does it ensue from public statements or advertising by distribution partners of MiCOS. MiCOS is not obliged to provide any services which go beyond the liability for defects.

10.3 The following do not constitute defects as to quality:
i. Natural wear and tear;
ii. Qualities of the PRODUCT or damage caused to or by the PRODUCT after the passing of risk as a result of improper handling, storage or installation, or non-compliance with installation and handling regulations, or excessive strain or use, or unsuitable operating resources, commissioning or maintenance;
iii. Qualities of the PRODUCT or damage caused to or by the PRODUCT by force majeure, particular external influences not foreseen under the contract, or due to the use of the PRODUCT outside the use foreseen under the contract or customary use, and, in the case of SOFTWARE, by virus contamination;
iv. Changes to the PRODUCT by the CUSTOMER or other third parties, unless the defect is not in causal connection with the change;
v. Faults in the SOFTWARE caused by application errors by the CUSTOMER and which could have been avoided had the DOCUMENTATION been consulted carefully;
vi. Errors which are based on the SOFTWARE being used in an operating environment other that ap-proved by MiCOS or due to faults in the TARGET HARDWARE, the operating system or the SOFTWARE of other manufacturers.

10.4 If a defect as to quality occurs during the limitation period, MiCOS can cure the defect at its own discretion by remedying the defect or supplying a defect-free PRODUCT. The Service Policies of MiCOS, available at www.micos.net or its Service Department shall apply to all brands and trademarks under which our products are provided, which in particular includes the following brands: MiCOS and BOSCH (herein referred to as “Product”). A defect in SOFTWARE can be remedied at the discretion of MiCOS by means of update/patch/bug-fix/upgrade or by indicating a workaround; the latter only insofar as this is reasonably acceptable for the CUSTOMER, taking account of the effects of the defect and the circumstances of the work-around solution indicated. Sec. 7.2 shall apply mutatis mutandis.

If MiCOS provides a voluntary product warranty to End Users the warranty period and related terms and conditions are described in a product warranty statement available at https://www.radionix.com/us/en/service-

support/warranty-repairs/ .

10.5 Any complaints of erroneous dispatch and/or apparent damage shall be made in writing within undue delay, but in any case not later than 7 working CUSTOMER. Other defects shall be notified by the CUSTOMER in writing without undue delay after discovery thereof. The authoritative date is always the date of receipt of the complaint notice by MiCOS. The complaint notice shall contain a description of the defect and/or, in the case of SOFTWARE, the time when the defect occurred and the detailed circumstances. Claims on account of defects are excluded if the defect is not notified in good time.

11. Liability

MiCOS is liable to pay damages and compensation of abortive expenses (hereinafter referred to as damages) on account of a violation of contractual and non-contractual obligations only in case of

(i) Intent or gross negligence of MiCOS;
(ii) In case of deliberate fatal injury, physical injury or injury;
(iii) on account of provision of a guarantee of quality or durability;
(iv) in the event of a culpable violation of material contractual obligations; such contractual obligations shall be deemed material which, when performed, enable the proper execution of the contract altogether and which the CUSTOMER may regularly rely on compliance with;
(v) on account of mandatory liability pursuant to the Dutch Product Liability Act; or
(vi) on account of other mandatory liability.
(vii) On account of compulsory statutory liability pursuant to the applicable product liability regulations, Product Liability having the meaning of Product Liability as set forth in the European Directive of Defective Products.

The damages for a breach of material contractual obligations are, however, limited to foreseeable damage, typical for the type of contract, except in the event of intent or gross negligence or on account of fatal injury, physical injury or injury to health or on account of assuming a quality warranty. The amount of damages typical of the contract and foreseeable, based on violations of obligations by MiCOS, corresponds to the amount of the remuneration paid by the CUSTOMER under the affected order, but not, however, exceeding EUR 400,000.

Liability for damages exceeding that provided for in this clause 11 is excluded irrespective of the legal nature of the claim raised. This applies in particular to claims for damages arising from culpa in contrahendo (fault arising in conclusion of a contract), on account of other breaches of duty and to tort claims for compensation of property damage.

Insofar as liability for damages is excluded with respect to MiCOS, this also applies to the personal liability for damages of MiCOS's 'employees, representatives and of persons engaged by MiCOS in performance of obligations.

No change to the burden of proof to the detriment of The CUSTOMER is connected with the aforementioned rulings.

Notwithstanding anything agreed under this section, the maximum liability for MiCOS under the Sales Agreement is limited to the value of the order.

In case of SOFTWARE, MiCOS shall not be liable in particular for DAMAGES incurred by the CUSTOMER due to incorrect operation or to usage not in compliance with the designated purpose.

12. Confidentiality

The CUSTOMER agrees to keep at all times strictly confidential any and all information concerning the technical, commercial and financial data in respect of the products, including, without limitation, SOFTWARE if applicable, and confidential data of MiCOS business and the contract (collectively "Confidential Information"), which may come to the knowledge of The CUSTOMER, and will return to MiCOS immediately upon first request all tangible Confidential Information. The CUSTOMER agrees (i) to use Confidential Information solely to the extent required to implement the Agreement, and

(ii) to undertake all steps necessary to prevent any unauthorized use or disclosure of Confidential Information to any person and/or third party to whom such disclosure is not required to implement the Agreement.

13. Export Control & Re-exportation prohibition

13.1 Each party is entitled to refuse to perform its obligations under this contract insofar as the foreign trade law, including, without limitation, national and international (re-)export control and customs regulations, including embargos and other sanctions, which is applicable to this contract and/or the performance of the contract (hereinafter "Foreign Trade Law") render impossible or prohibit the fulfilment of obligations under this contract. In such cases, either party is entitled to terminate this contract in whole or in part to the extent that the Foreign Trade Law makes it impossible or prohibits the proper fulfilment of obligations under this contract. If, in the event of partial termination, a partial performance is excluded for technical or legal reasons or if one party has no interest in a partial performance, the termination will end the contract in its entirety.

13.2 In case of delay in the performance of obligations under this contract caused by licensing, authorization or similar requirements under Foreign Trade Law (hereinafter "Authorization"), the agreed deadlines and dates shall be extended/postponed by the period between the conclusion of the contract and the granting of the Authorization. In the event an Authorization be denied or not granted within 12 months after filing the application, either party is entitled to terminate or rescind from the contract in whole or in part insofar as the performance of the obligation requires this Authorization. If a partial performance is excluded for technical or legal reasons or if one party has no interest in a partial performance, the termination will end the contract in its entirety.

13.3 Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or render impossible performance according to clause 13.1, or delay performance according to clause 13.2.

13.4 Upon request, the CUSTOMER shall provide any information and documents that we require to comply with Foreign Trade Law or that authorities request from us. This includes information and documentation including, without limitation, on the end user, the destination and the intended (end-)use of the Deliveries and Services. MiCOS may, in its sole discretion, refuse to perform its obligations under this contract or terminate the contract, if the CUSTOMER does not provide us with such information or documents within a reasonable time period set by us.

13.5 In the event that the CUSTOMER provides to any third party (specifically including any affiliate of the customer) any Deliveries and Services, the customer shall comply with applicable Foreign Trade Law, insofar

as customer's non-compliance could lead to a violation of our obligations to act or to refrain under Foreign Trade Law.

MiCOS is entitled to refuse to perform its obligations under this contract to the extent that CUSTOMER's breach of duty could lead to a breach of our obligation to act or refrain under Foreign Trade Law, or to terminate the contract for cause, if the CUSTOMER breaches this obligation.

13.6 Re-exportation prohibition: Insofar as the CUSTOMER fall under the scope of Regulation (EU) No. 833/2014 or Regulation (EC) No. 765/2006 as amended, the following shall apply:

13.6.1 The CUSTOMER shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any PRODUCTS supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Regulation (EC) No. 765/2006, as amended from time to time.

13.6.2 The Customer shall not use SOFTWARE in the Russian Federation or Belarus, and shall not sell, export, re-export, transfer, provide in any other way, or, as applicable, sublicense the SOFTWARE directly or indirectly to the Russian Federation or Belarus. The CUSTOMER shall not use the SOFTWARE in connection with any items within the scope of Regulation (EU) No. 833/2014 or Regulation (EC) No. 765/2006 (as amended) that are intended for sale, supply, transfer or export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus.

13.6.3 The CUSTOMER shall undertake its best efforts to ensure that the purpose of section 13.6.1 and 13.6.2 is not frustrated by any third parties further down the commercial chain, including by possible resellers and/or sublicensees.

13.6.4 The CUSTOMER shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers and/or sublicensees, that would frustrate the purpose of section 13.6.1 and 13.6.2.

13.6.5 If the CUSTOMER breaches section 13.6.1, 13.6.2,13.6.3 or 13.6.4 above, at least negligently, this shall entitle MiCOS to immediately cease further deliveries to the CUSTOMER and to terminate this contract and any contracts concluded under this contract at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate this Agreement for cause shall not be affected by this.

13.6.6 The CUSTOMER shall immediately inform MiCOS about any problems in applying sections 13.6.1, 13.6.2, 13.6.3 or 13.6.4 above, including any relevant activities by third parties that could frustrate the purpose of section 13.6.1 and 13.6.2. The CUSTOMER shall make available to MiCOS information concerning compliance with the obligation under section 13.6.1, 13.6.2 or 13.6.3 within two weeks of the simple request of such information.

13.7 For delivery of goods across customs borders to us, the customer is obliged to provide us with all required documents and information such as commercial invoice and delivery note, for a complete and correct import customs declaration to the shipment. In the case of free of charge deliveries to us, the customer is obliged to

declare a value, which reflects a fair market price as well as the note "For Customs Purpose Only" in the pro forma invoice. The value has to contain all components of the good such as hardware and respectively SOFTWARE.

13.8 Unless explicitly agreed otherwise in written form in the delivery or quotation documents, the customs-cross-border supply or provision of SOFTWARE, technology or other data (e.g. map data) shall be performed exclusively by electronic means (e.g. e-mail or download). This clause does not cover the supply of embedded SOFTWARE (SOFTWARE which is flashed on hardware).

14. Termination right

14.1 In the event of the CUSTOMER'S acting in breach of the contract, in particular in case of default of payment, MiCOS has the right, notwithstanding other contractual and statutory rights, to terminate the contract after having sent a Notice of Default with a reasonable period given to Customer to remedy the default.

14.2 MiCOS has the right to terminate the contract without granting a period to remedy the default, if the CUSTOMER suspends its payments or if the CUSTOMER, or any third party, files for insolvency proceedings or similar proceedings to be instituted with respect to its assets for debt settlement. MiCOS is also entitled to terminate the contract without granting a period to remedy the default, if;

(i) The Company's asset position should deteriorate materially or threaten to deteriorate and, as a result, the performance of a payment obligation to MiCOS is jeopardized, or

(ii) If the Company is insolvent or over indebted

14.3 After declaration of such termination, the CUSTOMER shall immediately grant MiCOS'S representatives, access to the Products to which MiCOS has retained title and surrender them. After respective notification in good time MiCOS may also otherwise sell the Products to which MiCOS has retained title in order to satisfy due claims against The Company. Statutory rights and claims shall not be restricted by the provisions contained in this clause 14.

14.4 The CUSTOMER shall erase all data media, copies of the SOFTWARE, including the back-up copies pursuant to sec. 23.2, and the DOCUMENTATION provided for use, or destroy these and confirm this in writing to MiCOS on request.

15. Force Majeure

In the event of Force Majeure (as defined hereinafter) the party being delayed or damaged thereby shall inform the other party as soon as possible but in any event within seven (7) days after the start of such Force Majeure specifying the nature of the Force Majeure as well as the estimated duration thereof.

If non-compliance with the delivery periods is due to Force majeure or to other disruptions for which MiCOS is not accountable the agreed delivery periods shall be extended. In the event the Force Majeure situation continues for more than sixty (60) days or is expected to last longer than sixty (60) days then the affected party is entitled to terminate this Agreement by simple notice in writing and without the other party being entitled to any claim for damages. Otherwise the parties' rights and obligations will be suspended until renewed by The Parties in writing.

Force Majeure shall be understood to mean and include damage or delay caused by acts of God meaning natural phenomena, such as earthquakes and floods, fires, acts or regulations or decrees of any Government (de facto or de jure) including those affecting sub-suppliers, terrorist attacks and acts, riots, wars, epidemics, pandemics, shipwrecks, import and export restrictions, lockouts, limitations in energy supply or other causes, whether similar or dissimilar to those enumerated above, unforeseeable and beyond the reasonable control of The Parties and which prevent the total or partial carrying out of any obligation under this Agreement or purchase order. This also applies to industrial action affecting MiCOS or its sub-suppliers. This includes also difficulties to procure raw material as well as inadequate or delayed deliveries by suppliers due to force majeure.

16. Retention of title

16.1 MiCOS retains title to the Products delivered pending full performance of all claims to which MiCOS is entitled on the basis of the business relationship now and in future.

16.2 Insofar as maintenance and inspection work is required to the Products to which MiCOS has retained title, The CUSTOMER must conduct such work punctually at its own expense.

16.3 The CUSTOMER is entitled to process the products or connect them with other products within the due course of The CUSTOMER's business. By way of security for claims of MiCOS set forth in clause 16.1 above MiCOS shall acquire joint ownership in the products created as a result of such processing or connection. The CUSTOMER hereby transfers such joint ownership to MiCOS now already. As an ancillary contractual obligation The CUSTOMER shall store free of charge the Products to which MiCOS has retained title. The amount of our joint ownership share shall be determined by the ratio between the value of the product (calculated in accordance with the final invoice amount including VAT) and the value of the product created by processing or connection at the time of such processing or connection.

16.4 The CUSTOMER shall be entitled to sell the Products in the normal course of business against cash payment or subject to retention of title. The CUSTOMER assigns to MiCOS already all claims in full together with all ancillary rights to which The CUSTOMER is entitled from the further sale of the Product, irrespective of whether the Product has been further processed or not. The assigned claims act as security for claims set forth in clause 16.1 above. The CUSTOMER is entitled to collect the claims assigned. MiCOS may revoke the rights of The CUSTOMER as set forth in this clause 16.4 if The CUSTOMER fails to duly comply perform its payment obligations with respect to MiCOS, in is in default of payment, suspends its payments or if The CUSTOMER files for insolvency proceedings or similar proceedings to be instituted with respect to its assets for debt settlement. MiCOS may also revoke these rights of The CUSTOMER pursuant to this clause 16.4 if the CUSTOMER's asset position should deteriorate materially or threaten to deteriorate or if the CUSTOMER is insolvent or over indebted.

16.5 At request the CUSTOMER shall advise MiCOS immediately in writing of the parties to whom the Products to which MiCOS has retained title or joint title have been sold and of the claims to which The CUSTOMER is entitled on the basis of such sale and shall issue to us deeds officially authenticated at the CUSTOMER's expense relating to the assignment of the claims.

16.6 The CUSTOMER is not entitled to affect any other disposals of the Products to which MiCOS has retained title or joint title or of the claims assigned to MiCOS. The CUSTOMER must notify MiCOS immediately of any attachments of or other impairments to the rights of products or claims belonging to MiCOS either in whole or

in part. The CUSTOMER shall bear the entire costs which have to be expended in order to cancel the attachment of MiCOS retained property or security by third parties and to recreate the Product insofar as it is impossible to retrieve it from the third parties.

17. Intellectual property

17.1 MiCOS shall not be liable for claims arising from an (alleged) infringement of third party intellectual or industrial property rights or copyright (hereinafter: "IPR") if the IPR is or was owned by The CUSTOMER, by an enterprise in which The CUSTOMER holds, directly or indirectly, a majority of the shares or voting rights or by an enterprise that holds, directly or indirectly, a majority of the shares or voting rights in The CUSTOMER.

17.2 MiCOS shall not be liable for claims arising from an (alleged) infringement of third party IPR unless at least one IPR from the property right family has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.

17.3 The CUSTOMER must notify MiCOS immediately of (alleged) infringements of IPR and of risks of infringement in this respect which become known and, at request of MiCOS – insofar as possible – allow MiCOS to conduct the litigation (including non-judicial proceedings).

17.4 MiCOS is entitled, at own discretion, to obtain a right of use for a product infringing an IPR, to modify it so that it no longer infringes the IPR or to replace it by an equivalent substitute product which no longer infringes the IPR. If this is not possible subject to reasonable conditions or within a reasonable period of time, The CUSTOMER shall – insofar as The CUSTOMER allowed MiCOS to carry out a modification – be entitled to the statutory rights of rescission. Subject to the aforementioned preconditions MiCOS too shall have a right of rescission. Claims to recourse against MiCOS by The CUSTOMER shall only exist insofar as The CUSTOMER has not reached any agreements with its customer which are more far-reaching than statutory claims on account of defects, for instance accommodation agreements. MiCOS reserve the right to carry out the action at own disposal under the terms of sentence one of this clause 18.4 even if the infringement of the IPR has not been ruled on by a court of law with res judicata effect or recognized by MiCOS.

17.5 Claims by The CUSTOMER are excluded insofar as The CUSTOMER is responsible for the infringement of the IPR or if The CUSTOMER has not supported MiCOS to a reasonable extent in the defense against claims by third parties.

17.6 Claims by The CUSTOMER are also excluded if the Products were manufactured in accordance with the specifications or instructions of The CUSTOMER or if the (alleged) infringement of the IPR ensues from the use in conjunction with another product not stemming from MiCOS or if the Products are used in a manner which MiCOS were unable to foresee.

17.7 Claims on infringements of IPR are time bar to a period of 12 months from date of service.

17.8 The obligation to pay damages in case of infringements of IPR is governed by clause 11 in all other respects.

17.9 Sec. 11 shall apply accordingly to the statute of limitation of claims based on an infringement of Intellectual PROPERTY RIGHTs.

18. Reverse Engineering

18.1. Without prior consent of MiCOS, the CUSTOMER may not undertake any observation, examination, back engineering or testing (so-called reverse engineering) of a PRODUCT provided for use by MiCOS.

18.2. Additionally, to sec. 18.1., with respect to SOFTWARE, the CUSTOMER is not entitled, subject to sec. 22.1, to process, change, reverse engineer, decompile or disassemble the program code thereof of parts therefrom or to otherwise establish the source code or to produce works derived from the SOFTWARE. The obligatory, mandatory provisions of Dutch Copyright Act shall remain unaffected by this.

19. Data use and data protection

19.1. MiCOS shall have the right, insofar as is permitted by law, to store, use, transfer and/or exploit all the information contributed and created by the CUSTOMER in connection with the SOFTWARE, except for personal data, beyond the purpose of the contract for any purposes such as, for example, statistical, analytical and internal purposes. This right shall be unlimited and irrevocable.

19.2. Insofar as personal data is processed, MiCOS complies with the statutory data protection regulations.

20. Miscellaneous provisions

20.1. If a provision should be or become ineffective, the effectiveness of the remainder of the provisions shall remain unaffected hereby. In this case, the ineffective provision shall be replaced by an admissible ruling approximating most closely the economic purpose of the original, ineffective pro-vision. This shall apply accordingly to any gaps of the T&Cs.

20.2. The courts of Amsterdam, Netherlands, shall have jurisdiction and venue (for proceedings before the local court or, at the election of MiCOS, the court at the registered office of the business premises carrying out the order if the CUSTOMER i is a merchant, a public law legal entity or public law special fund or ii. does not have a general place of jurisdiction in the Netherlands or iii. after entering into the contract, moves his or her place of residence or habitual residence from the Netherlands or if or his or her or her or her place of residence or habitual residence is not known at the time when the legal action is brought.

20.3. MiCOS shall also have the right to bring legal action at a court with jurisdiction at the registered office or establishment of the CUSTOMER.

20.4. Solely Dutch law shall apply to all legal relations between MiCOS and the CUSTOMER, excluding the conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be explicitly excluded.

20.5. These T&Cs are available and binding in both, Dutch and English language. In case of discrepancies the Dutch version shall prevail.

Additional conditions for SOFTWARE

21. Definitions

21.1. DOCUMENTATION: All the information necessary to be able to work with the SOFTWARE in accordance with the designated purpose.
21.2. FOSS: Free and Open Source SOFTWARE and third-party SOFTWARE under a royalty-free license.
21.3. CONFIDENTIAL INFORMATION: Information in accordance with sec. 2 et. seq. of the EU Trade Secrets Directive.
21.4. LICENSE TYPE: Determines the scope of the SOFTWARE use and the number of users. MiCOS distinguishes between the following LICENSE TYPES:
i. Single/work station license: the SOFTWARE may be used on one single TARGET HARDWARE de-vice.
ii. Volume/multiple/multi license: a specific number of individual licenses.
iii. Network/server/copy or floating license: the SOFTWARE may be installed on a network server and/or on any number of TARGET HARDWARE devices incorporated into the local network. In this case the SOFTWARE may only be used simultaneously on a certain number of TARGET HARDWARE devices and/or workstations.
iv. Corporate license: the SOFTWARE may be used at the agreed establishments of the CUSTOMER's undertaking.
21.5. SHORTFALL IN LICENSE COVER: Use of the SOFT-WARE beyond the agreed right of use.
21.6. PRODUCT: GOODS and/or SOFTWARE.
21.7. DAMAGES: Damages and reimbursement of futile expenditure as defined in Dutch Civil Code. PROPERTY RIGHT: Industrial PROPERTY RIGHT or third-party copyright.
21.8. SOFTWARE: Either stand-alone software contained in the scope of delivery from MiCOS
21.9. or SOFTWARE flashed onto GOODS or TARGET HARDWARE.

21.10. GOODS: Material items for delivery contained in the scope of delivery of MiCOS.
21.11. TARGET HARDWARE: GOODS or a customer device on which the SOFTWARE is installed

22. Subject matter of the license/SOFTWARE

22.1. The description of the SOFTWARE is set out in the DOCUMENTATION which the CUSTOMER will be provided with on request before entering into the contract.

22.2. The SOFTWARE comprises, as far as feasible, the executable program code and the corresponding DOCUMENTATION in electronic form, and installation instructions unless the SOFTWARE self-installs. Subject to sec. 22.1, the source code does not form part of the subject matter of the contract.

22.3 Unless otherwise agreed, SOFTWARE is delivered or made available for downloading in the version named in the DOCUMENTATION. The CUSTOMER is responsible for installation of the SOFTWARE. If the SOFTWARE is provided for use on a data medium or is pre-installed on TARGET HARDWARE, this might possibly not contain the version named in the DOCUMENTATION. The delivery obligation of MiCOS shall be met by providing the actualization. The CUSTOMER is obliged to perform the actualization.

22.4 Delivered products may not contain latest version of firmware. For best possible functionality, compatibility, performance and security, customer undertakes to check for and update delivered products to latest firmware version before putting them into operation. In order to do so, please follow the instructions set forth in

the user manual. MiCOS assumes no liability whatsoever for any damage caused by the fact that delivered products have been put into operation with outdated firmware.

23. FOSS

23.1. The SOFTWARE may contain FOSS. The CUSTOMER will be provided with an up-to-date list of the FOSS contained and the corresponding applicable FOSS license terms when the SOFTWARE is delivered. If the SOFTWARE contains a FOSS component, CUSTOMER's dealing with such FOSS component shall be primarily governed by the corresponding FOSS license, with priority over any conflicting license terms of the offered product or associated SOFTWARE, with which CUSTOMER obliges to comply. Some FOSS may require fulfillment beyond the pure information provided. In such case CUSTOMER's customer and/or CUSTOMER as the case may be are entitled to request this additional open source fulfillment from CUSTOMER. Upon request MiCOS will provide this additional open source fulfillment to CUSTOMER according to 23.4.

The rights under the FOSS licenses are being granted to the CUSTOMER, and in the event of you passing on a copy of the product to another party, the terms and conditions of the respective FOSS-Licenses apply to the distribution of any included FOSS (in some cases, the FOSS license provides a direct license from the author/licensor of the FOSS to the third party). For many FOSS licenses, MiCOS itself can neither grant nor obtain these rights for the CUSTOMER. The applicable FOSS licenses are available on the internet address of the provider of the FOSS or will be made available by MiCOS upon CUSTOMER'S request.

23.2. MiCOS reserves the right to, over the course of actualizations (including updates, up-grades, respectively patches or bugfixes) or a new version, introduce new or updated FOSS into the SOFTWARE. The corresponding FOSS license(s) ll be provided with the delivery of the actualization. Furthermore, sec. 22.1. shall apply accordingly.

23.3. FOSS included in the SOFTWARE has no impact on the sales price of the SOFTWARE and thus will be provided without license fee or any other monetary compensation.

23.4. Beyond the fulfillment of its own license obligations stemming from included FOSS, MiCOS does not render any support services that serve the fulfillment of the CUSTOMER's license obligations stemming from included FOSS.

23.5. If SOFTWARE products are also made available from third-party providers and these are not to be regarded as FOSS, MiCOS reserves the right to transfer them subject to the corresponding exclusive terms and conditions of the third-party provider. These SOFTWARE products may solely be used in connection with the PRODUCT.

24. Rights of use

24.1. Upon delivery of the SOFTWARE, the CUSTOMER shall be given the non-exclusive right, unlimited in time, to use the SOFTWARE in accordance with the respective LICENSE TYPE and in compliance with the specifications of the DOCUMENTATION pursuant to these T&C. The use is only permitted in the agreed countries of destination. In the absence of an explicit agreement, this is the country in which the CUSTOMER has its administrative seat.

24.2. The CUSTOMER may prepare and use back-up copies of the SOFTWARE to the extent set out in Dutch Copyright Act. Back-up copies must be marked as such and be marked with the copyright notice of the original SOFTWARE as far as is possible. The CUSTOMER is also bound to these T&C with respect to its use of the back-up copy.

24.3. The CUSTOMER may only engage third parties to conduct the measures in compliance with sec. 23.2 which are not competitors of MiCOS, unless the CUSTOMER demonstrates that the risk of divulging important CONFIDENTIAL INFORMATION of MiCOS is excluded.

24.4. If MiCOS provides the CUSTOMER with updates (including upgrades, updates and/or patches or bugfixes) and/or a new version of SOFTWARE, these are also subject to the terms of these T&C, except to the extent that they are part of a separate agreement. Once the new SOFTWARE version has been installed, the CUSTOMER's rights to the previous version shall end after a transition phase of one month. Sec. 14.4 shall apply in the event of the SOFTWARE being returned.

24.5. The CUSTOMER may not grant sub-licenses. The CUSTOMER may, however, transfer the granted right of use to third parties, whilst discontinuing its own use, upon fulfillment of the following conditions:
i. If the SOFTWARE was acquired together with a TARGET HARDWARE device, the SOFTWARE may only be passed on to third parties for use in connection with this TARGET HARDWARE. This applies to floating licenses (sec. 27.4iii), subject to the condition that they may only be transferred to third parties by the CUSTOMER if they are transferred in total and, if applicable, together with each TARGET HARDWARE device which the SOFTWARE may be used on.
ii. The CUSTOMER shall ensure that the third party is not granted any further rights of use to the SOFTWARE than those to which the CUSTOMER is entitled under these T&C and that at least those obligations arising from these T&C with respect to the SOFTWARE are imposed on the third party. In the event of a right of use being transferred to a third party, the CUSTOMER is obliged to surrender to the third party all the copies supplied to or created by the CUSTOMER or to erase them. If the CUSTOMER transfers its right to use the SOFTWARE, the CUSTOMER shall also hand over the DOCUMENTATION to the third party.

24.6. All further rights to the SOFTWARE that are not explicitly granted, also including, in particular, all rights to the trade mark and to other intellectual property in the SOFTWARE shall remain with MiCOS. Designations of the SOFTWARE, in particular copyright notices, trademarks, serial numbers and the like may not be removed, changed or obliterated.

25. Obligations of the CUSTOMER to collaborate and provide information

25.1. The CUSTOMER is responsible for its hardware and SOFTWARE environment being compliant with the system requirements of the SOFTWARE; in case of doubt, the CUSTOMER shall obtain advice from MiCOS and/or from specialist third parties before entering into the contract.

25.2. It is partially possible to use the SOFTWARE to influence or control an electronic system. Therefore, taking account of the risk analysis, the SOFTWARE may be operated (and if necessary, to be installed) solely by qualified specialist personnel.

25.3. The CUSTOMER shall inform MiCOS of possible errors in the SOFTWARE without undue delay. In this context, the CUSTOMER shall provide all the necessary information at the request of MiCOS. The CUSTOMER shall

permit MiCOS to access the SOFTWARE in order to troubleshoot and rectify the errors; at the election of MiCOS this shall be either on premise and/or by remote access.

25.4. The CUSTOMER shall secure the SOFTWARE against being accessed by unauthorized third parties by taking suitable measures, in particular storing all the back-up copies of the SOFTWARE and the DOCUMENTATION in a safe place.

25.5. CUSTOMER and inspect the books and documents, including the CUSTOMER's hardware and SOFTWARE environment, insofar as, as a result, details can be obtained on the extent of usage of the SOFTWARE. To this end MiCOS shall be granted access to the CUSTOMER's business premises during normal working hours after having given advance notification of at least two weeks. The CUSTOMER shall ensure, to an extent that can be reasonably expected, that the audit can be conducted by MiCOS and shall collaborate in the audit. MiCOS shall use all the information it acquires during the audit only for vetting compliance with the LICENSE TYPE. The CUSTOMER may demand that the audit be conducted on site by an agent of MiCOS committed to professional secrecy. The costs of the audit shall be borne by MiCOS unless the audit reveals that there is a SHORTFALL IN LICENSE COVER. In this case the CUSTOMER shall bear the costs of the audit.

25.6. In the event of a SHORTFALL IN LICENSE COVER, the CUSTOMER shall pay the unpaid remuneration on the basis of the valid general price list for comparable services at the time when the short-fall is discovered plus liquidated damages in an amount equal to 10 % of the value of the SHORT-FALL IN LICENSE COVER. The CUSTOMER may evidence that the damage was lower. In addition, the CUSTOMER shall discontinue every SHORT-FALL IN LICENSE COVER without undue delay.

25.7. The CUSTOMER shall take reasonable precautions in case the SOFTWARE fails to work properly either in whole or in part (e.g. by means of daily data back-up, malfunction diagnosis, regularly examining the data processing results). Unless the CUSTOMER explicitly indicates otherwise in advance, MiCOS may assume that there has been a back-up of all data of the CUSTOMER which MiCOS can come into contact with.

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