

## General Terms and Conditions of Trade of the iSYSTEM AG

### 1. General Points

All deliveries we make and all services we render, both now and in the future, shall be subject to these General Terms and Conditions. Any amendments and/or supplements to these, in particular any terms or conditions from the Buyer that might deviate from these, shall be regarded as contradictory and ruled out until we have agreed to such terms and/or conditions in writing.

### 2. Delivery Period

Delivery dates and periods shall be non-binding upon us unless they have been acknowledged by us on a case-by-case basis in writing as being binding. Except in such cases, any exceeding of such dates or periods shall not entitle the Buyer to make any claims whatsoever. In case of Acts of God, we shall be entitled to postpone our delivery and/or service for the period of said Act of God and a subsequent run-up period, or if such Act of God makes delivery and/or service either impossible or unreasonably difficult for us to cancel the contract either in part or in whole. Acts of God shall be considered in particular strikes, lockouts, other unforeseeable operational disturbances, official regulations, raw material shortages and all breakdowns unforeseeable for us at the time the contract with the Buyer was concluded, including delays in our own self-deliveries. As soon as the effects of such an event are known to us, we shall inform the Buyer of them and declare whether we shall cancel the contract or probably deliver and within which period. If this period is unreasonably long, the Buyer shall be able to cancel his contract with us. If the delivery period is prolonged or if the Seller is released from his obligation to deliver, the Buyer shall not be able to claim any damages from this eventuality. We reserve the right to make deliveries or render service to the Buyer only when all receivables still outstanding with the Buyer from previous deliveries or services have been paid in full. If the Buyer delays accepting a delivery, we shall be entitled to dispose of the goods purchased by the Buyer in another fashion and deliver similar goods to the Buyer within a reasonable period of time to be determined by us.

### 3. Transfer of Risk

Risk shall be transferred to the Buyer as soon as we have handed over the goods to the forwarder, freight carrier or other person or organisation charges with carrying out dispatch of the goods. This shall also apply to any dispatches made as part of replacement deliveries or after execution of repair work on goods. For any deliveries returned by the Buyer to us, the Buyer shall bear the risk until the goods have been delivered to our business premises. Any returns to us by the Buyer must always be free of freight charges for us.

### 4. Price

Our prices are quoted exclusive of costs for dispatch and transport insurance as well as exclusive of any Value Added Tax under law.

### 5. Payment

Our invoices shall be paid within the period stipulated commencing with date of invoice and payable without any deductions. Our invoices for repair services are, in exception to the above rule, payable immediately without any deductions. Payments shall be made to one of the bank accounts stated on our invoices. Checks shall only be accepted in fulfilment thereof, whereby payment shall only be considered made in agreement with the contract when the amount on the check has been credited to one of our bank accounts without proviso and within the specified payment period. Should the specified payment period have been exceeded, we shall be entitled, without prejudice to any further claims we may have, to demand interest on arrears amounting to 8 percentage points above the base rate of the German Bundesbank, and this without the necessity of instituting any collection proceedings. If partial payments (on account) have been agreed, the entire remaining outstanding amount shall become payable at once if the Buyer is more than one week in arrears with any one payment. The Buyer shall only have a right to set off or withhold payments if his counter-claim is either undisputed or legally binding.

### 6. Right to Withhold Ownership Title to Goods

We reserve the right to withhold title to any and all goods until all outstanding receivables due from the business relationship – also in future – have been paid in full. If goods we have delivered are still subject to our right to withhold title and incorporated into or blended with other goods to which we have no title, we shall become one of the owners of such combined goods in the proportion our goods have to those not belonging to us. The newly manufactured goods shall be deemed goods to which we hold title of ownership. The Buyer is entitled to sell the goods we have delivered and/or the new goods manufactured out of the incorporation/blending as part of his normal commercial activities, whereby we, however, reserve the right to revoke this right at any time. The Buyer shall

already cede to us herewith any and all subsidiary rights to which he is entitled through the further sale of such goods as collateral security up to the value of the outstanding receivables he owes. The Buyer is revocably authorised and entitled to collect the receivables he has ceded. We are entitled to inform the Buyer's customers at any time of the rights he has ceded to us. If the Buyer requests, we shall release any collateral security ceded to us to the extent that the value of such security exceeds the receivables it secures by more than 20%.

### 7. General Exclusion of Liability

If nothing to the contrary is stipulated elsewhere in these Terms and Conditions above, no liability shall be accepted on our part specifically for fault at conclusion of contract, non- or poor fulfilment, including any liability for consequential or indirect damage except in cases of intent or gross negligence on the part of our legal representatives or management employees. These limits and exclusions to liability shall not apply either to claims incurred by wilful deceit on the part of the Seller nor to liability for guaranteed features and/or properties of the goods nor to liability for claims made under product liability legislation nor to liability for damage resulting from injury to life, bodily integrity or health. In so far as liability on the part of the Seller is excluded, this exclusion shall also apply to the Seller's employees, representatives and ancillaries.

### 8. Warranty

In the case of timely submitted and justified complaints, we shall be obliged, at our choice and discretion, to repair the goods or deliver a replacement without defect. The prerequisite for this is that the goods purchased have been operated in conformity with our relevant product specifications and maintained in accordance with our guidelines for them. In reference to software, we accept no guarantee that it will function without errors or interruptions nor that the functions contained in the software will be executed in all the combinations selected by the Buyer nor that the software will meet the Buyer's requirements. In case of errors in the software that do not only hamper the contractual use thereof slightly, we shall eliminate the error – in so far as we are in a position to do so – either by installing a different version of the software or by pointing out how to eliminate either the error or the effect thereof, this dependent on the magnitude of the error. The Buyer shall grant us the time and occasion required to eliminate the error at our fair and reasonable discretion. Otherwise, we shall be released from any obligation under this warranty. The latter shall also apply to a case in which the Buyer or any third party interferes with the goods we have delivered regardless of the manner of such interference, particularly by making modifications or repairs to the goods, as well as to a case in which the goods have been improperly handled. In case a defect we are responsible for is not eliminated either by repairs and/or replacement, the Buyer may request that the price be reduced and, should no agreement be reached on such a price reduction, cancel the contract. Any and all further claims shall be excluded.

### 9. Export Permit

The goods we deliver are subject to the export control regulations of the Federal Republic of Germany and the United States of America. Any re-export outside the Federal Republic of Germany is only possible with the consent of the German Federal Office for Economics in Eschborn/Taunus and the U.S. Office of Export Control in Washington D.C. The Buyer is responsible for adherence to the relevant export regulations should he sell the goods he has purchased from us to another buyer.

### 10. Miscellaneous Clauses

Exclusive jurisdiction shall be in Dachau, Germany, as long as no other jurisdiction is legally prescribed. This shall also apply to any suits arising from checks or bills of exchange and for the documentation process in general. UN Commercial Law does not apply. Should one or more clauses in the contract, including these General Terms and Conditions, be ineffectual, the effectual nature of the remaining document(s) shall remain unaffected. The Parties shall, in such a case, replace any ineffectual clauses by effectual clauses that come closest to the original economic purpose of the ineffectual clauses. The same shall apply in the full sense to any loopholes that might exist.

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