

General Terms and Conditions of Sale of DATA MODUL SUISSE GmbH
As of: June 2012

1. Scope of Application

1.1 These General Terms and Conditions of Sale (hereinafter referred to as "Terms and Conditions") of DATA MODUL shall apply to any agreements on deliveries of products and services by DATA MODUL.

1.2 These Terms and Conditions shall apply exclusively. Any terms of the customer that deviate from these Terms and Conditions or are contrary to or supplement or otherwise contradict these Terms and Conditions shall not become a part of the agreement. This shall also apply if the delivery of products or services is effected despite DATA MODUL's knowledge of such terms of the customer, unless DATA MODUL has expressly agreed to their validity in writing.

1.3 These Terms and Conditions shall also apply to all future business transactions and agreements on deliveries and services between DATA MODUL and the customer.

1.4 Any agreements on deliveries of products and services concluded between DATA MODUL and the customer shall be stipulated in writing in the relevant agreement and any additional agreements.

1.5 These Terms and Conditions shall only apply vis-à-vis entrepreneurs and juristic persons.

2. Conclusion of Agreement

2.1 In the event an order of a customer qualifies as an offer pursuant to Article 3 of the Swiss Code of Obligations (OR), DATA MODUL can accept this offer of the customer within four weeks of receiving such offer.

2.2 Offers by DATA MODUL shall not be binding.

2.3 An agreement between DATA MODUL and the customer shall only take effect if DATA MODUL confirms the offer in writing. The submission of an invoice as well as the delivery of products and/or services by DATA MODUL shall be deemed as an express order confirmation.

2.4 DATA MODUL shall reserve ownership rights and copyrights to illustrations, drawings, calculations, films, templates, slides, repros, blueprints and other materials; such materials may not be made available to third parties or be exploited by the customer for his own purpose or those of a third party without the written consent of DATA MODUL. Otherwise, DATA MODUL shall be entitled to claim compensation for damages without prejudice to other rights.

3. Payment, Due Date, Default in Payment, Set-off, Right of Retention

3.1 Prices of DATA MODUL are ex works.

Costs for packaging and the costs of taking back the packaging will be charged separately, as stipulated in the relevant agreement. The same shall apply to shipment costs if the customer requests a shipment.

Unless agreed otherwise, it shall be at DATA MODUL's discretion to choose the mode of shipping and the routing.

3.2 In the event that the agreement deals with import products, the price stated in the order confirmation shall be based on the exchange rate of the foreign currency applicable on the date of the issuance of the order confirmation.

3.3 DATA MODUL reserves the right to adjust its prices accordingly if, following the conclusion of the agreement and until delivery of the products or provision of the service, price increases occur, in particular wage and salary increases, increases in freight costs including customs, import and export fees, the prices charged by DATA MODUL's suppliers as well as cost increases due to exchange rate fluctuations.

3.4 DATA MODUL'S prices are exclusive of the respective statutory VAT. The respectively applicable statutory VAT amount shall be stated separately in the invoice.

3.5 The respective payment shall become due immediately upon receipt of the delivery of products or services by the customer.

3.6 The customer shall automatically be in default of payment 14 calendar days after the due date and receipt of the invoice, at the latest, however, 14 calendar days after the due date and receipt of the ordered products or services. A reminder shall not be required.

3.7 In the event the customer is in default of its payment obligation, DATA MODUL shall be entitled to charge default interest in the amount of 12 % p.a.

3.8 DATA MODUL shall be entitled to prove that the damages caused by the default are higher in the individual case.

3.9 Cheques and bills of exchange are accepted by DATA MODUL only on account of performance. Bill of exchange taxes shall be borne by the customer.

3.10 The customer shall only have a right to set-off or retention if its counterclaim has been established with final legal effect, is uncontested or acknowledged by DATA MODUL.

4. Period of Delivery and Performance, Delay

4.1 DATA MODUL shall be entitled to partial deliveries and performances, as long as these are reasonable for the customer.

4.2 Delivery periods and delivery dates shall only be binding if agreed upon expressly and in writing. Delivery dates are met if the contractual product has been dispatched from works before expiry of the particular date, or where a notice of readiness for dispatch has been given.

4.3 If the dispatch is delayed at the request of the customer, DATA MODUL shall store the products at the expense and risk of the customer.

4.4 In the event of force majeure the parties shall be entitled - also within the period of delay - to extend the period of delivery and performance by the duration of the hindrance. Force majeure on DATA MODUL's part shall mean all circumstances for which DATA MODUL cannot be held responsible and as a result of which it becomes impossible or unreasonably difficult for DATA MODUL to effect the delivery of products or services, in particular lawful strike action or lockout, war, import and export prohibitions, shortages of energy and raw materials, measures taken by the authorities, late delivery to DATA MODUL by its suppliers for which DATA MODUL is not responsible. In the event such hindrance should exceed two months, the customer shall be entitled to withdraw from the agreement after setting an appropriate grace period and if the customer proves that the complete or partial fulfilment of the agreement that is still due is no longer of interest to the customer due to the delay. The termination of the agreement for a different than the above reason shall remain unaffected by the foregoing.

4.5 In the event that DATA MODUL has already defaulted and in the event the customer has set an appropriate period for the delivery of the products and/or services in writing and has simultaneously declared that he will refuse such products and/or services after the deadline has expired, the customer shall be entitled to withdraw from the agreement if DATA MODUL fails to meet the grace period. The grace period must be at least four weeks.

4.6 Claims for damages against DATA MODUL as a result of the delay shall follow the provisions of section 8.

4.7 Compliance with the duty of delivery and performance by DATA MODUL shall be subject to the timely and proper fulfilment of all contractual duties by the customer.

4.8 If the customer defaults in acceptance or violates other duties to cooperate, DATA MODUL shall be entitled to assert claims for damages and the customer also shall bear the risk of accidental loss or accidental deterioration of the contractual product.

5. Passing of Risk, Transport Insurance

5.1 Unless otherwise stipulated in the order confirmation, the parties agree upon a delivery ex works.

The risk shall pass to the customer when the contractual product is handed over to the person carrying out the transport. This shall also apply for transport conducted by DATA MODUL.

5.2 In the event of a dispatch, DATA MODUL shall take out a transport insurance upon customer's request and at the customer's expense. DATA MODUL and the company performing the transport must be notified in writing of any transport damages immediately, but no later than 5 days of delivery.

6. Rights of Third Parties

6.1 The customer shall inform DATA MODUL immediately if third parties assert the infringement of patents or other industrial property rights.

6.2 If and insofar as there is a corresponding contractual obligation, DATA MODUL shall indemnify the customer from third parties' claims, provided that the customer fully conveys the arrangement of the legal defense to DATA MODUL.

6.3 In case of custom made products in accordance with specifications provided by the customer, DATA MODUL shall have no duty to inquire any conflicting third party patents or other industrial property rights. Customer will indemnify and hold DATA MODUL harmless from all claims, damages, costs and reasonable attorney fees which accrue out of or in connection with any third party infringement of such custom made changes.

6.4 Unless otherwise agreed in writing, all patents and other industrial property rights which accrue out of or in connection with the custom made products by DATA MODUL in accordance with specifications provided by the customer shall belong exclusively to DATA MODUL. DATA MODUL hereby grants the customer a non-exclusive, worldwide license in the patents and other industrial property rights for the use of the custom made products.

7. Warranty for Defects

7.1 The following customer's warranty rights are subject to the condition that the customer has duly and fully complied with its inspection obligations and its obligation to give notice of defects. During the inspection, the products must be inspected to assess their compliance with the specifications agreed with DATA MODUL in writing. If such specifications do not exist, the manufacturer's specifications of the delivered products shall be used as a standard. DATA MODUL shall be notified of obvious defects in writing immediately, but in any case no later than eight calendar days from receipt of the products.

7.2 Advertising statements or other public statements and declarations by third parties do not constitute a defect. DATA MODUL's warranty shall be excluded in this respect.

7.3 In case of a defect of the products at the time of the passing of the risk, DATA MODUL shall either – at DATA MODUL's discretion – repair the products or replace the defective products by a new product without defect (subsequent performance). DATA MODUL may refuse the selected mode of subsequent performance or the subsequent performance as a whole if it is only possible at disproportionate costs. Subsequent performance shall be deemed failed if three attempts at subsequent performance by DATA MODUL have failed or if DATA MODUL has refused subsequent performance pursuant to item 7.3, sentence 2.

7.4 Return deliveries of defective products to DATA MODUL for the purpose of subsequent performance may only be effected upon DATA MODUL's written consent. The customer shall bear the transport costs incurred in this connection. The risk of accidental loss and accidental deterioration of the returned products shall not pass to DATA MODUL until the products are handed over to DATA MODUL at its place of business. In the event that DATA MODUL delivers an item free of defects for the purpose of subsequent performance, the customer must return the previously delivered item.

7.5 In the event that DATA MODUL is not willing or able to remedy the defects/deliver a replacement, particularly if same is delayed beyond a reasonable period for reasons, for which DATA MODUL is responsible, or if the remedy of defects/delivery of replacement pursuant to section 7.3 fails otherwise, the customer shall be entitled to demand at his discretion withdrawal from the agreement or a reduction of the price and compensation for damages according to the statutory provisions. The remedy of defects/delivery of replacement shall not be deemed failed until three attempts have been unsuccessful.

7.6 The period of limitation for claims for defects including claims for damages is one year from the commencement of the statutory period of limitation. This shall not apply in the event of intent and gross negligence. Apart from that, section 8.1 to 8.4 shall apply for damage claims.

7.7 In the event the customer makes changes to the contractual products or has such changes made by third parties without DATA MODUL's prior consent, the warranty shall lapse unless the customer proves that there is no causal relationship between the change and the defect.

8. Liability

8.1 DATA MODUL shall be liable without limitation for intent and gross negligence. In the event of slight negligence, DATA MODUL shall be liable only and limited to the foreseeable damage that might typically occur under the agreement if an obligation is violated the compliance with which is of special importance for the achievement of the purpose of the agreement and on the compliance with which the customer may regularly rely.

8.2. In the event of slight negligence, DATA MODUL's liability shall be limited in its amount to the damage which might typically occur under the agreement and which could be foreseen when the agreement was concluded.

8.3 DATA MODUL shall be liable for cases of initial impossibility only if it had knowledge of the hindrance to performance or if its lack of knowledge is due to gross negligence.

8.4 The foregoing liability limitations or exclusions, as applicable, shall not apply for claims pursuant to the Product Liability Act (*Produkthaftungsgesetz*) and to damages arising from injuries to life, body or health.

8.5 Insofar as DATA MODUL's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its employees, representatives and vicarious agents.

8.6 With the exception of claims based on tortious acts, the customer's claims for damages, for which liability is limited pursuant to this item, shall become statute-barred within one year from the commencement of the statutory period of limitation.

9. Retention of Title

9.1 DATA MODUL reserves the right to register a retention of title to the delivered products within the meaning of Article 715 of the Swiss Civil Code (ZGR) with the retention of title register until all claims, which exist against the customer based on the business relationship at the time when the agreement is concluded, have been satisfied. In case of deliveries abroad, DATA MODUL shall retain title to all delivered products pursuant to the law of the country of destination until the buyer has completely fulfilled its obligations. This shall also apply for any future claims that DATA MODUL acquires from the ongoing business relationship with the customer.

9.2 In case that the customer culpably violates the agreement, in particular in the event of default in payment, DATA MODUL shall be entitled to take back the delivered products. Taking back the delivered products does not constitute a withdrawal from the agreement unless DATA MODUL explicitly declared such a withdrawal in writing.

9.3 The customer is entitled to resell the delivered products in the course of its ordinary as long as it is not in default of payment. The customer hereby assigns to DATA MODUL all claims to the amount of the total amount of the respective invoice of DATA MODUL's claim (including value added tax), which it acquires against its buyers or third parties from reselling the products, and this shall apply regardless of whether the delivered product was resold without or after further processing. DATA MODUL accepts this assignment. The customer shall continue to be authorised to collect such claims also after the assignment. DATA MODUL's authority to collect the claims itself shall remain unaffected hereby. However, DATA MODUL will not to collect the claims as long as the customer meets its payment obligations arising from the respective contractual relationship, is not in default of payment and, in particular, has not applied for the opening of insolvency proceedings or a cessation of payment has not taken effect. However, if this is the case, DATA MODUL shall be entitled to request that the customer advises DATA MODUL of the assigned claims and the respective debtors, provides all of the information required for the collection, hands over the corresponding documents and informs the debtors (third parties) of the assignment.

9.4 Any processing or alteration of the products by the customer shall always be effected on behalf of DATA MODUL. If the products are processed with other objects that do not belong to DATA MODUL, DATA MODUL shall acquire joint ownership of the new product, with such value being the value of the products in proportion to the other processed objects at the time of the processing. The new product resulting from the processing shall be subject to the same provisions that are applicable to the products delivered subject to the retention. If the products are inseparably mixed with other objects that do not belong to DATA MODUL, DATA MODUL shall acquire joint ownership of the new object, with such value being the value of the products in proportion to the value of the other mixed objects at the time of the mixing. If the mixing is carried out in such a way that the customer's part is deemed the main part of the object, the parties agree that the customer shall grant DATA MODUL joint

ownership on a pro rata basis. The customer shall keep the sole property or joint property resulting in this manner in custody for DATA MODUL.

9.5 In the event of an attachment or other recourse claims by third parties to the sold products, the customer shall indicate that the same are the property of DATA MODUL and inform DATA MODUL thereof immediately to enable DATA MODUL to institute third party claim proceedings pursuant to the provisions of the Swiss Debt Enforcement and Bankruptcy Law. The customer shall be liable to the extent that the third party is not able to reimburse DATA MODUL for the court fees and out-of-court fees incurred while asserting its rights of ownership.

9.6 DATA MODUL undertakes to release the securities it is entitled to upon the customer's request if the realisable value of the securities exceeds the claims to be secured by more than 20 %. Selection of the securities to be released shall be at DATA MODUL's discretion.

10. Export

The customer undertakes to only export the products and technical information supplied by DATA MODUL while observing the pertinent export regulations and to impose the same obligations on its buyers.

11. Indication of the Place of Origin

Any change to the object of delivery or performance of DATA MODUL, in particular every marking that indicates the origin of a customer or third party, or implies that the object of delivery or performance is of the origin of the customer or a third party is strictly forbidden unless DATA MODUL has given its prior written consent.

12. Sale on Approval

12.1 Where the supply of sample devices or devices for testing purposes is agreed, the customer may withdraw from the agreement within the agreed period by declaring disapproval.

12.2 The sale on approval is subject to these Terms and Conditions. In particular the risk shall pass to the customer pursuant to section 5.1.

12.3 If the customer declares its disapproval within the agreed period, the object of the agreement shall be returned.

12.4 The customer shall bear the costs for returning the object of the agreement. DATA MODUL shall be given prior written notice of all return deliveries. The risk of accidental loss and accidental deterioration of the returned products shall not pass to DATA MODUL until the products are handed over to DATA MODUL at its place of business.

13. Traceability

If the customer passes the products delivered by DATA MODUL on to a third party, it shall ensure the traceability of the products by means of appropriate measures. The customer shall particularly ensure that, in the event of a measure required for reasons relating to product liability law (e.g. recall of the product, product alert), the delivered products can be located and the last buyer can be reached immediately by such measures. If the customer does not pass the products delivered by DATA MODUL on to a third party and instead uses/consumes them in its own business, it shall also ensure that the products in storage or in use can still be located in the event of a measure required pursuant to section 13 sentence 2.

14. Place of Performance, Jurisdiction, Applicable Law

14.1 Place of performance shall be DATA MODUL's place of business in Zug.

14.2 Zug shall be the place of jurisdiction for all disputes arising from the business relationship.

14.3 Swiss law shall apply. The provisions of the UN Convention on the International Sale of Goods shall be excluded.