

1. Scope of validity

1.1 These DATA MODUL General Sales Conditions (in the following: GSC) shall apply to all contracts regarding delivery of products and/or the performance of services by DATA MODUL.

1.2 These GSC shall apply exclusively. Any deviating, different, supplementary or contravening terms and conditions of the customer will not become part of the contract. This also applies if DATA MODUL, without reservation, provides the customer with a delivery or service, in the awareness of such terms and conditions set by the customer unless DATA MODUL has expressly approved such terms in writing.

1.3 These GSC shall also apply to all future business relationships and contracts between DATA MODUL and the customer regarding delivery of products and/or the performance of services.

1.4 Any agreements concluded between DATA MODUL and the customer concerning delivery of products and/or the performance of services shall be set out in writing in the relevant contract and in any additional agreements.

1.5 These GSC shall only apply in relation to companies and legal persons which are not acting as consumers.

2. Conclusion of the contract

2.1 If a customer makes an offer as per article 1262 of the Spanish Civil Code, DATA MODUL may accept this offer by the customer within four weeks after receipt.

2.2 Offers made by DATA MODUL are non-binding.

2.3 An agreement concluded between DATA MODUL and the customer shall not become valid until DATA MODUL has provided written confirmation of the order. The dispatch of an invoice as well as delivery and/or service by DATA MODUL shall be equivalent to the confirmation of an order.

3. Remuneration, time of payment, default in payment, set-off, right of retention

3.1 DATA MODUL prices are ex works, in accordance with the Incoterms in their currently valid version. Packaging costs and the costs of taking back packaging shall be invoiced separately. The same shall apply for shipping costs if the customer requests shipping. Unless agreed otherwise, the mode and route of shipping shall be at the discretion of DATA MODUL.

3.2 If the subject matter of the contract is an imported product, the euro (€) price stated in the order confirmation is based on the foreign currency exchange rate applicable on the date 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 The legally applicable rate of value added tax is not included in DATA MODUL's prices. The invoice will clearly and separately show the value added tax at the applicable rate.

3.5 The relevant remuneration shall become due for payment immediately upon receipt by the customer of the delivery or service.

3.6 If the customer does not pay the agreed remuneration, he shall automatically be in default 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 further reminder or notice shall not be required.

3.7 In the event of a customer defaulting on his payment obligation, DATA MODUL shall be entitled to demand interest on arrears at a rate of 12% per annum in relation to remuneration claims. In cases not relating to remuneration claims, DATA MODUL shall be entitled to demand interest on arrears at a rate of 9% per annum.

3.8 DATA MODUL's right to prove and claim further damage remains unaffected.

3.9 The customer shall only have a right of set-off or retention if his counterclaim is res judicata, uncontested, or acknowledged in writing by DATA MODUL.

4. Period of delivery and performance, default

4.1 DATA MODUL shall be entitled to provide partial deliveries and services if these are not unreasonable for the customer.

4.2 Delivery periods and delivery dates shall be binding only when agreed upon expressly and in writing. Delivery periods have been complied with if the subject matter of the contract has left the works, or if customer has been notified of readiness for shipping, prior to their expiry.

4.3 If shipping is delayed at the customer's request, DATA MODUL shall store the product at the customer's expense and risk.

4.4 Force majeure events shall entitle the Parties - even during a default period - to postpone the delivery of the product or service for the duration of the hindrance of performance. All circumstances for which DATA MODUL is not responsible and which make it impossible or unreasonably difficult for DATA MODUL to provide the product or service shall be equivalent to force majeure; these include, in particular, any lawful strike or lockout, war, import and export ban, energy and raw material shortage, official measure, and unpunctual self-supply for which DATA MODUL does not bear

responsibility. If the duration of the hindrance of performance exceeds two months, the customer shall be entitled, after setting an appropriate grace period, to rescind the agreement if he proves that the wholly or partially outstanding fulfilment of the agreement is no longer of interest to him due to the default. The Parties' right to terminate the contract for other reasons remains unaffected.

4.5 In the event that DATA MODUL has not delivered the product and/or services within the delivery period and the customer thereafter has set an appropriate grace period for the delivery of the products and/or services in writing simultaneously declaring that he will refuse such products and/or services after the grace period has expired, customer shall be entitled to rescind the agreement upon the expiry of this grace period if DATA MODUL again fails to deliver. This grace period must be at least four weeks.

4.6 Compensation claims against DATA MODUL based on the delay of products and/or services shall be available to customer in accordance with section 8.

4.7 DATA MODUL's compliance with its delivery and performance obligations requires the customer's punctual and proper fulfilment of all his contractual obligations.

4.8 If the customer defaults on accepting delivery of the product and/or services or violates other obligations to cooperate DATA MODUL shall be entitled to act in accordance with article 1.100 Spanish Civil Code. In this event, the risk of accidental loss or accidental deterioration of the subject matter of the contract shall pass to the customer at the moment in time at which the customer defaults on acceptance of delivery.

5. Passing of risk, transportation insurance

5.1 Unless stated otherwise in the order confirmation, ex works delivery is agreed. The risk passes to the customer as soon as the subject matter of the contract is handed over to the person carrying out the transportation. This shall also apply to transportation carried out by DATA MODUL.

5.2 In case a product is shipped, DATA MODUL will, at the customer's request and expense, effect transportation insurance. The customer shall provide written notice of damage in transit to both DATA MODUL and the carrier without delay, at the latest, however, within 5 days of delivery.

6. Intellectual property rights

6.1 DATA MODUL retains ownership rights and copyrights to intellectual property rights, illustrations, drawings, calculations, films, models, slides, repros, photostats and other documents; these may not be made accessible to third parties or used third parties without DATA MODUL's written consent. Customer is entitled to use such documents solely to the extent necessary to use the product for the purpose for which it was supplied. DATA MODUL shall otherwise be entitled to demand compensation, notwithstanding further rights or actions.

6.2 The customer will notify DATA MODUL immediately if third parties claim infringement of patents or other industrial property rights by DATA MODUL's products and/or services.

6.3 If and insofar as a contractual obligation exists in this respect, DATA MODUL shall release the customer from third party claims to the maximum extent permitted by law, provided that the customer fully entrusts DATA MODUL with the legal defense.

6.4 In case of customizations of DATA MODUL's standard products in accordance with specifications provided by the customer, DATA MODUL shall have no duty to make an inquiry into 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 infringement of third party rights by such customized products.

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

7. Warranty for defects

7.1 The following warranty rights of the customer require that he has properly met his obligations to examine the product and/or service and make a complaint in respect of a defect thereof immediately upon receipt in accordance with 336 of the Spanish Commercial Code. The customer shall examine the product and/or service whether it is in compliance with the specification agreed with DATA MODUL in writing. If such a specification has not been provided by DATA MODUL the specification provided by the manufacturer in respect of the supplied product and/or service shall act as standard. The customer shall submit in writing complaints concerning obvious defects to DATA MODUL immediately, in any case no later than eight days after receipt of the product and/or service.

7.2 The non-compliance of the product and/or service with advertising statements or other public expressions and declarations by third parties shall not establish any defect. In this regard, DATA MODUL's warranty is excluded.

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 product or replace the defective products by a new product without defect (together referred to as 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 Defective product may only be returned to DATA MODUL for the purpose of subsequent performance upon DATA MODUL's prior written consent. The risk of accidental destruction or loss of the returned product shall not pass to DATA MODUL until the product is handed over to DATA MODUL at its place of business. If DATA MODUL replaces a defective product with another product free of defects for the purpose of subsequent performance, the customer must return the defective product; DATA MODUL shall bear the costs of transportation in that case.

7.5 If DATA MODUL is not prepared or able to remedy defects or, in particular, if the remedy is delayed unreasonably long for reasons within DATA MODUL's responsibility, or if subsequent performance according to section 7.3 fails or is not possible for other reasons, the customer shall, at his discretion, and as permitted by law, be entitled to demand the termination of the contract or a price reduction and compensation. Subsequent performance shall not be considered failed until three unsuccessful attempts have been made.

7.6 The period of limitation for customer's claims based on defects, including compensation claims, shall be 1 year starting in accordance with the applicable statutory statute of limitations. This shall not apply in case of gross negligence or intent on behalf of DATA MODUL. Sections 8.1 to 8.4. shall also apply in respect to a compensation claim.

7.7 In the event of modifications to the subject matter of the contract carried out by the customer or undertaken by third parties upon customer's request without DATA MODUL's prior written consent, the warranty shall lapse unless the customer proves that there is no causal link between the modification and the defect which has occurred.

8. Liability

8.1 DATA MODUL shall be fully liable for gross negligence and intent.

8.2 In case of ordinary negligence, DATA MODUL's liability shall be limited to those damages which 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, and which could be foreseen when the agreement was concluded.

8.3 In case of initial impossibility, DATA MODUL shall only be liable if DATA MODUL was aware of the events of default or if its ignorance of these events was based on gross negligence.

8.4 The above-mentioned limitations and exclusions of liability shall not apply in such cases in which, in accordance with the applicable law, it is not legally possible to apply the aforementioned limitations and exclusions.

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

8.6 With the exception of claims based on tort, all compensation claims by the customer for which the liability is limited in accordance with this section shall be time-barred one year after the beginning of the applicable statutory limitation period.

9. Retention of title

9.1 DATA MODUL shall retain ownership of the supplied product until all such claims have been met as are applicable against the customer at the moment of the agreement's conclusion on account of business relations. This shall also apply for future claims acquired by DATA MODUL as a result of its ongoing business relationship with the customer.

9.2 In the event of customer behaviour which is culpably in violation of the agreement, particularly in the event of default on payment, DATA MODUL shall be entitled to request return of the product. Repossession of the subject matter of the contract is not a termination of the contract unless DATA MODUL expressly declares this in writing.

9.3 The customer shall be entitled to resell the subject matter of the contract during his ordinary course of business provided he is not in default on payment. In case of default on payment customer shall transfer to DATA MODUL all such receivables equaling the amount of the final invoice for DATA MODUL's product (including value-added tax) remaining unsettled at the time of resale on all such accounts receivable as accrue to customer against his customers or third parties as a result of the resale, regardless of whether the subject matter of the contract is resold with or without modification. DATA MODUL accepts this transfer. The Parties agree this call option right does not constitute a waiver of DATA MODUL's right to request payment from the customer according to the Parties' contractual relationship. The customer remains authorised to call in this receivable even after the transfer. DATA MODUL's authority to call in this receivable itself shall remain unaffected. DATA MODUL undertakes not to call in the amount owed if the customer meets his payment obligations arising from the Parties' contractual relationship in time, does not default on payments, and in particular, as long as no application for insolvency proceedings has

been filed and payments have not been suspended. If this does occur, however, DATA MODUL may demand that the customer provides notice of the transferred claims and his creditors, provides all information necessary to call in the claims, hands over related documents and informs the debtors (third parties) of the transfer.

9.4 Any processing or alteration of the product by the customer shall be undertaken on behalf of DATA MODUL. If the product is processed using other objects which do not belong to DATA MODUL, DATA MODUL shall obtain co-ownership of the new objects in the ratio of the value of the product relative to the other processed objects at the time of processing. The same shall apply for the object resulting from the processing as for the product provided subject to a reservation. If the product is inseparably combined with other objects which do not belong to DATA MODUL, DATA MODUL shall obtain co-ownership of the new object in the ratio of the value of the product relative to the other combined objects at the time of the combination. If the combining occurs in such a way that the customer's object is to be regarded as the main object, it is agreed that the customer shall confer co-ownership on DATA MODUL on a pro rata basis. The customer shall reserve the sole ownership or co-ownership thus achieved for DATA MODUL.

9.5 In cases of seizures or other third party access to the sold product, the customer will disclose DATA MODUL's ownership and inform DATA MODUL immediately in order to provide DATA MODUL with the opportunity to bring action against the third party as per article 593 Spanish Code of Civil Procedure. If the third party is not able to reimburse DATA MODUL for the court and out-of-court costs incurred through the assertion of its ownership rights, the customer shall be liable for such reimbursement.

9.6 DATA MODUL undertakes to release the securities it is entitled to upon the customer's request if the realizable 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 may only export product and technical information supplied by DATA MODUL in compliance with applicable export regulations and must impose the same obligation on his customers.

11. Labelling 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 a sample or test equipment is agreed, the customer may rescind the agreement within the agreed period by making a declaration of unacceptability.

12.2 The above-stated general terms and conditions of business apply in respect of a sale on trial; in particular, that the risk passes to the customer as per item 5.1.

12.3 If notice of unacceptability is provided within the agreed period, article 1124 Spanish Civil Code shall be applicable.

12.4 The customer shall bear the costs of the return shipment of the subject matter of the contract. DATA MODUL is to be informed in advance in writing of any return shipments. The risk of accidental loss or accidental deterioration of the returned product shall not pass to DATA MODUL until the product is received by 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, place of jurisdiction, applicable law

14.1 The place of performance is DATA MODUL's place of business in Spain.

14.2 Madrid is agreed upon as the place of jurisdiction for all disputes arising out of or in connection with the Parties' business relationship.

14.3 The law of Spain shall be applicable. The provisions of the UN Sales Convention are excluded.

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Signature of Customer