

General Terms and Conditions of Business of TechSAT GmbH

1. Area of application

- 1.1. TechSAT deliveries and services are performed solely on the basis of the following General Terms and Conditions of Business and the provisions of the valid pricelists or tenders, insofar as they have not been agreed otherwise in writing. Customer provisions that oppose or deviate from those defined in the TechSAT General Terms and Conditions of Business will not be recognized by TechSAT unless TechSAT has expressly agreed to their validity in writing. The TechSAT General Terms and Conditions of Business also apply in cases, where TechSAT renders the delivery or service to the customer in knowledge of opposing or deviating conditions of the customer. Promises and supplementary agreements require the written confirmation of TechSAT.

In case of doubt, promises and supplementary agreements shall be regarded subordinate.

- 1.2. The illustrations, descriptions, weight information, etc. contained in tenders, pricelists, pictures, drawings, or any other information are prepared or determined in the best possible form, but are only approximately definitive, unless TechSAT expressly defines them as binding. This applies especially also to statements and product descriptions ("product-related statements") made by third-party manufacturers.

Descriptions of deliveries and services that are to be rendered as part of the submitted tender have solely conceptual meaning and are not agreed on by TechSAT to be binding within the frame of drafting of contract.

- 1.3. TechSAT reserves all property rights and intellectual property rights to drawings and documents. They must not be made accessible to third parties.

2. Shipment and transfer of perils

The peril of accidental destruction and accidental deterioration of the goods passes to the customer with surrender, in the case of sales shipment, with delivery of the goods to the forwarder, the freight agent, or other persons specified for the execution of the shipment. The surrender is effective even when the customer is in delay with the acceptance.

3. Conclusion of contract, deliveries, and services

- 3.1. Tenders submitted by TechSAT are without obligation and non-binding. A contract comes about only with the written confirmation of order by TechSAT.

If the customer's order deviates from TechSAT's tender, the tender is regarded as not accepted.

The order of the customer is then regarded as a new offer according to BGB § 150 and requires a written acceptance of the offer by TechSAT (see also § 1.1).

- 3.2. Delivery dates and delivery periods are non-binding, insofar as TechSAT has not expressly promised them as binding by means of a written confirmation. Delivery periods and dates that are expressed in days, weeks, or months, i.e. not as an exact date, are on principle not binding. In this case, the customer can, after expiry of the agreed date, request TechSAT in writing to fulfill the outstanding performance obligation after appointing a reasonable prolongation; the claim of the customer for these services is due with expiry of this deadline.
- 3.3. The delivery schedule is extended adequately after delivery delays due to unforeseen obstacles, which TechSAT could not prevent even after taking precautions that can reasonably be expected (e.g. strikes, breakdowns, delays in material procurement, official measures, etc. or obstructions in the realm of suppliers to TechSAT). If the delivery is delayed by more than two months due to the reasons mentioned above, then the customer is entitled to rescind the contract in part or in full. If the delivery is impossible as a result of these events or becomes unreasonable for TechSAT, then TechSAT is also entitled to a corresponding right to rescind the contract.
- 3.4. TechSAT reserves the right to make partial deliveries and to invoice the proportionate remuneration, if this is reasonable for the customer when taking the interests of TechSAT into account.
- 3.5. The right is retained to make technical and design changes to information provided in brochures, catalogues, and written documents, as well as model, design, and material changes as a result of technical progress and further development that are reasonable for the customer.

4. Prices and terms of payment

- 4.1. TechSAT prices are applicable ex-headquarters of TechSAT plus the legally applicable turnover tax, insofar as TechSAT is obliged to invoice and pay this to comply with legal regulations. Shipment cost (incl. postage and packing) will be invoiced separately.
- 4.2. TechSAT invoices are to be paid by the customer within 10 days of invoicing without any deductions. The customer is in default of payment after expiry of this date.

- 4.3. A set-off in respect of TechSAT is permitted only with claims accepted by TechSAT or unappealable legally established claims. Any rights of retention of the customer are excluded insofar as they are not based on the same contractual relationship. Insofar as a right to retention exists, payments may be retained by the customer until the settlement of counterclaims, only to the amount that represents a reasonable relationship to the counterclaims.
- 4.4. TechSAT is entitled to set off customer payments in the following sequence of payments due to it: costs, interest, claims for damages, demands resulting from the delivery of goods and services. If several debts of the same type exist, then those with the lowest level of security will be paid first, amongst those with the same level of security the oldest first, and amongst those of the same age, each debt proportionately.
- 4.5. If it is recognized after conclusion of the contract that the claim by TechSAT for payment is endangered by lack of ability or willingness to pay by the customer, then TechSAT is entitled to fulfill its own delivery obligations resulting from this contract only when the customer either makes the payment agreed for this within a reasonable time period to be specified by TechSAT or provided sufficient security for it. TechSAT can assume the existence of the customer's inability or unwillingness to pay especially if he defaults on due, undisputed and non-protested debts resulting from the business relationship to TechSAT for more than four weeks, checks or bank drafts rendered by the customer are rejected, or an application is made for the commencement of insolvency proceedings over the customer's assets. Further claims and rights of TechSAT remain unprejudiced by this.

5. Obligatory inspection and other responsibilities of the customer

- 5.1. The customer is obliged to inspect the delivered products without delay after delivery and, if a defect is established, to notify TechSAT within 10 days of delivery. If the customer neglects to notify TechSAT, then the delivered products are reckoned to have been approved unless the defect was not recognizable during the inspection. If such a non-identified defect is detected at a later time, then the notification must be made within five days of its detection, otherwise the delivered products are reckoned to be approved also under consideration of this defect. In the case of the absence or late notification of defects, the delivered products are regarded with respect to these defects as having been accepted; warranty claims by the customer in accordance with § 6 are excluded.
- 5.2. The customer grants to TechSAT insight into his existing system environment (hardware, operating system, and application software) and provides

TechSAT on request with all information and documentation, and possibly software components, necessary for the provision of consultancy services in accordance with § 8.1. The customer furthermore ensures at his own cost that rights necessary for use of the software by TechSAT within the framework of its consultancy activity and/or implementation of the software procured from TechSAT are present. The customer accepts that the recommendations and consultancy services of TechSAT are made on the basis of the information and documents made available to TechSAT.

- 5.3. Liability of TechSAT in accordance with § 7 for damage that is caused by incorrect or incomplete information or documentation from the customer (cf. § 5.2) is excluded in cases of slightly negligent cause of damage by TechSAT.
- 5.4. The customer must furthermore independently take suitable precautions to avoid the loss of data and programs (e.g. during implementation of software products), especially by manufacturing backup copies of all data and programs that are commensurate with the cost of the damage caused in the case of loss.
- 5.5. If the customer does not fulfill his obligations or not in an orderly fashion in accordance with § 5.2 within a reasonable time period specified by TechSAT in writing, then TechSAT can withdraw from the contract after a fruitless expiry of the time period.

6. Warranty

- 6.1. TechSAT provides a warranty for the freedom from defects for the deliveries for a period of one year starting at delivery. Sentence 1 does not apply to claims by the customer for damages for the reasons stated in § 7.1 and not insofar as the law in § 479 Para 1 BGB (Claim under a Right of Recourse) and § 634a Para 1 No. 2 BGB (Building Defects) specifies longer time periods. The legal statute of limitations remains effective in these cases.
- 6.2. The warranty for deliveries of software and hardware is restricted to reproducible defects. The defect must be reproducible either at TechSAT if the delivered goods are returned to TechSAT, or at the customer in the presence of a TechSAT employee. If the software supplied by TechSAT is also installed by TechSAT, then TechSAT provides a warranty for the function of the agreed performances or the performances contained in the program documentation at the time of installation.
- 6.3. If the delivered product is defective, then TechSAT either delivers a replacement or repairs the defect (subsequent fulfillment) at its own choice. TechSAT bears the costs necessary for the execution of the subsequent fulfillment. The customer however

bears the costs for transport, labor, and other costs incurred by TechSAT in association with the examination of the rebuked goods, if the defect investigation shows that the defect notified by the customer is not subject to the warranty obligations of TechSAT.

- 6.4. If the (possibly multiple) repair or spare part delivery (subsequent fulfillment) fails after a reasonable period or is refused by TechSAT, then the customer has the choice to reduce his payment by an appropriate amount, or – also without the otherwise necessary declaration of a reasonable time extension for the subsequent fulfillment and its unsuccessful expiry in the case of the seriousness of the defect – to cancel the contract. In the case of a negligible contract violation, especially minor defects, the customer does not have the right to rescind the contract. If the customer decides to rescind the contract due to legal or technical defects after abortive subsequent fulfillment attempts, then he is not entitled to claim damages for the defect.
- 6.5. All warranty claims by the customer are excluded if the customer ignores operating or maintenance instructions, replaces parts, or uses consumable materials that do not correspond to the original specifications or after interventions by persons that are not expressly authorized to do so and thus cause defects. If a defect is present, and if one of the above mentioned criteria is fulfilled, then the customer must prove that the defect was not caused by satisfying one of the above criteria.
- 6.6. TechSAT does not guarantee the suitability of the delivered goods for a specific purpose, unless the suitability for a specific purpose was expressly confirmed by TechSAT. The customer does not receive guarantees in the juristic sense from TechSAT. Manufacturer's guarantees are not prejudiced by this. Public statements, praise, or advertising by the manufacturer do not represent contractual quality information of the goods.
- 6.7. It is not possible even with the best available technology and the most careful programming to exclude errors in computer programs in all application areas. TechSAT therefore does not guarantee the freedom from defects for the software sold by them, insofar as they are insignificant defects, and also for the results achieved with the software.
- 6.8. In the event of defectiveness of product-related information from the manufacturer, which TechSAT has not expressly adopted, and defects in the delivered goods caused by this, then the customer is entitled to make certain warranty claims defined in this section against TechSAT only insofar as TechSAT is the manufacturer or a previous judicial recourse against the manufacturer remained unsuccessful without fault of the customer. TechSAT now already surrenders entitlement to future guarantee claims against the manufacturer

due to defective product-related information of the manufacturer with respect to the delivered goods.

- 6.9. The judicial right of rescission of the customer due to defects in the delivery does not imply guilt of TechSAT. In all other cases of neglect of duty, the customer can rescind the contract only when TechSAT is responsible for the neglect of duty.

These preceding provisions have priority over the customer's General Terms and Conditions of Business, other customer provisions, and the customer's requirement documents. A valid contractual relationship is only established if the customer accepts these provisions.

7. Liability

- 7.1. The following provisions for the liability of TechSAT apply to all claims for damages and liability cases, independently from the cause in law upon which they are based (e.g. guarantee, default, impossibility, neglect of duty in contractual or other obligations, existence of a frustration of contract at conclusion of the contract, violation of obligations of consideration, non-permitted behavior, etc.). The following provisions do not relate to claims of the customer due to damage caused by harm to life, body, and health, rights and claims of the customer based on fraudulent concealment of a defect by TechSAT, or due to the lack of a property, for which TechSAT has accepted a guarantee, claims and rights of the customer that are based on intentional or grossly careless behavior by TechSAT itself or by its legal agents or subcontractors as well as claims of the customer according to the product liability law. The legal provisions remain effective for the preceding exceptions.
- 7.2. TechSAT is liable for slightly careless neglect of obligations or causing the damage only after violation of essential obligations of its legal agents or subcontractors and then only restricted to the compensation of typical, and for TechSAT at conclusion of the contract foreseeable, typical for the contract, immediate average damage. For the rest, a liability of TechSAT for slight or simple negligence and/or cause of damage are excluded.
- 7.3. Insofar as TechSAT is liable according to § 7.2, the liability against the customer is restricted for each case of damage to twice the net sales price of the delivered goods or the net fee for the consultancy service according to § 8, with which the negligence justifying the liability is associated. If there is a threat of higher damages, the customer will notify TechSAT in time about each individual case.
- 7.4. Claims for damages of the customer become time-barred for guarantees against defects according to § 6 one year after delivery of the goods; the statutory period of limitations applies to the cases specified in § 6.1 sentence 2; in all other cases in one year starting with the end of the year during

which the claims originated and the customer obtained knowledge of the circumstances justifying the claim and the identity of the liable party, or should have obtained without gross negligence. Regardless of the knowledge or grossly negligent ignorance, the claims become time-barred five years after their emergence onwards and regardless of their emergence and the knowledge or grossly negligent ignorance in 10 years, from the perpetration of the misfeasance, the neglect of duty, or the other event provoking the damage (maximum period).

8. Consultancy, training, and other product-related services

- 8.1. TechSAT advises the customer at his request during the selection of systems suited to the intended application area having regard to the system environment existing at the customer. The customer's obligations to cooperate in this regard define themselves in accordance with § 5.2. The customer is aware that the interaction between system components from different manufacturers can lead to functional disturbances or malfunction if these are not compatible with each other. If TechSAT declares in writing that certain components are compatible with each other, then this assurance extends only to those components stated in the written declaration. If the customer employs other components, then this is done at the customer's own risk, insofar as TechSAT has not previously confirmed the compatibility of the added components in writing.
- 8.2. TechSAT assists the customer at his request during the implementation of the procured software and hardware in the customer's system environment after clarifying who will bear the cost.
- 8.3. TechSAT also conducts at the customer's request the training of the customer's staff in the handling of the procured software. The parties mutually agree the specific timing and locations for the execution of the consultancy services and other product-related services. If nothing else is agreed, TechSAT can itself determine the timing and location.
- 8.4. Remuneration of the product-related services in accordance with § 8.1 to 8.3 is effected on an accrued cost basis according to person-days at rates in the tender submitted by TechSAT for this purpose, or lacking such, in accordance with the relevant current TechSAT pricelist, plus turnover tax where applicable. Product-related services are invoiced retrospectively in each case. For the rest, the provisions in § 4 apply.
- 8.5. The right to compensation of TechSAT for services rendered in accordance with this § 8 exists irrespective of the purchase of software and hardware products by the customer.

9. Reservation of title

- 9.1. The title to all products delivered by TechSAT – also to those already paid – is reserved by TechSAT until full gratification of all demands, to which TechSAT is entitled from the complete contractual relationship with the customer, is received.
- 9.2. The customer is not entitled to pledge the reserved goods or to assign transfer as security. If a third party nevertheless acquires rights to the item serving as security, then the customer surrenders herewith all of his rights and demands through this to TechSAT; TechSAT accepts the surrender. The customer obliges himself to notify TechSAT without delay of a seizure or sequestration of the goods serving as security or any other injunction by a third party.
- 9.3. In the event of payment default or breach of contract by the customer or in the case of any other immediate threat to the entitlement of ownership rights of TechSAT, TechSAT is entitled to secure the items serving as security and to take possession of them. Insofar as § 503 Para. 2 BGB is not applied, this is not regarded as a rescission of contract.

10. License conditions

The terms and conditions of business of the respective manufacturers apply to the software products purchased by the customer, insofar as these address the granting and definition of licenses. In other matters, the TechSAT Terms and Conditions of Business have priority.

11. Concluding provisions

- 11.1. The laws of the Federal Republic of Germany apply. The provisions of the UN purchase terms are not applicable.
- 11.2. If the customer is a merchant, legal entity under public law, or public special asset, then the exclusive place of jurisdiction for all disputes arising from this contract is the domicile of TechSAT. The same applies if the customer does not have a general place of litigation in Germany or the domicile or habitual place of residence are not known at the time when the legal action is filed. Exclusive place of performance for delivery and payment obligations is the domicile of TechSAT.
- 11.3. If individual provisions of the contract with the customer including these General Terms and Conditions of Business are or become ineffective in part or in whole, then the validity of the remaining provisions is not prejudiced by this. The completely or partially ineffective provision should be replaced by a provision that approximates as closely as possible to the economic success of the ineffective provision.