

General Terms and Conditions of the SWARCO Traffic Systems GmbH

as of August 2013

I. General Application

The legal relationships (deliveries and services) between suppliers and us shall be exclusively governed by the following terms, unless otherwise agreed upon in the order in writing. They are also applicable on all future deliveries, services or offers to us, even if they are not agreed upon again separately.

II. Integral part of the contract

1. By acceptance of our order by the supplier, these General Terms and Conditions of Purchase become an integral part of the contract. Only written orders bearing a legally valid execution are binding.

2. The supplier shall draw our attention to obvious errors (e.g. typing or calculation errors) and incompleteness of the order for the purpose of correction or, respectively, completion before acceptance; otherwise, the contract shall be considered not to have been concluded.

III. Written form requirement

1. A supply contract as well as any modifications, side-agreements, declarations regarding its termination as well as any other declarations and notifications need to be in writing, unless otherwise provided for in these General Terms and Conditions of Purchase.

2. Terms and conditions of the supplier and deviating agreements shall only be valid, if they have been acknowledged of by us in writing. Neither our silence nor the acceptance of the service nor its payment signifies acknowledgement. Our making reference in our order to offer documents of the supplier does also not signify acknowledgement of the terms and conditions of the supplier.

IV. Confirmation of acceptance of order

1. The acceptance of the order has to be immediately confirmed to us in writing. Should the supplier not accept an order within a period of two weeks since receipt thereof, we shall be entitled to withdraw the order at any time without any further obligations.

2. Should the confirmation of the order deviate from the order, we shall be clearly notified thereof by the supplier, indicating the respective deviations. We shall only be bound to a deviation, if we have expressly agreed to such in writing. An acceptance of goods without reservation shall not constitute such consent.

V. Provision of services by the supplier

1. The supplier has to provide the deliveries and services on his own. Subcontracts may only be awarded by the supplier with our express written consent.

2. The supplier shall warrant and represent in the terms of an independent warranty commitment to subject the subcontractors to the obligations resulting from these General Terms and Conditions of Purchase, so that we are able to claim fulfilment of the obligations directly from the respective subcontractor.

3. In case of unauthorised subcontracting of third parties, we shall be entitled to withdraw from the contract entirely or partially and to claim damages.

VI. Information obligation and scope of services

The supplier shall see to it that he is aware in time of all significant data and circumstances as well as our intended use of his deliveries relevant to the fulfilment of his contractual obligations. The supplier warrants that his deliveries include all services that are necessary for a correct,

safe and economic use, that they are suitable for the intended use and that they correspond to the current state of science and technology.

VII. Proof of quality assurance by the supplier

The supplier has to constantly monitor the quality of his deliveries and services. Subcontractors shall be obliged accordingly. We reserve the right to demand evidence of the supplier's quality control system and the documentation of the supplier's quality tests executed as well as to carry out an audit at any time at the supplier's company, if need be. The supplier shall reimburse us the costs arising from the audit to an adequate extent, should - due to the audit - a defective quality control system or insufficient documentation on the quality tests executed be proved.

VIII. Lawful provision of services

In supplying the services, the supplier will observe all prescribed safety appliances and relevant standards, laws and regulations, in particular relevant environmental protection rules, hazardous material regulations, dangerous goods regulations and accident prevention regulations as well as comply with generally recognised rules on technical safety and occupational medicine as well as our specifications.

IX. Duty of the supplier to inform

The supplier shall inform us on the official permits necessary and on the reporting obligations required for the import and operation of the delivered goods.

X. Delivery components / Instructions & explanations

Upon delivery, respective conformity declarations with short descriptions as well as, if necessary, assembly instructions and installation instructions shall be provided. Furthermore, the supplier shall inform us on time on changes in materials, production processes and supplied parts as well as in conformity declarations. Moreover, the supplier shall - when supplying plants/installations and equipment, that are to be mounted by third parties or by ourselves - provide to the usual extent all documents necessary and required by us, such as installation plans, data sheets, installation instructions, processing information, storage instructions, operation instructions and maintenance instructions, lists of spare and wear parts etc.. Labels shall be attached in German language and upon our request also in other languages. The operating regulations and instructions shall be provided each in duplicate in German and on our request also in other languages.

XI. Alteration of the object of delivery

We are entitled to - within reasonable limits - demand from the supplier to modify the delivery item in respect of design and execution. The supplier has to implement the modifications within a reasonable period of time. Reasonable agreements on the effects and consequences, in particular regarding additional costs or cost reductions, as well as the delivery dates have to be mutually agreed. Should an agreement not be reached within a reasonable period of time, we are entitled to cancel the order and the supplier shall be reimbursed to a reasonable extent as regards benefits already received.

XII. Suspension of order

1. We reserve the right to ask at any time that further execution of the order shall be interrupted. In case of a

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suspension of more than three months, the supplier shall indicate us the costs resulting from the delay exceeding more than three months in detail, not however the loss of profit.

2. Only reimbursement of such substantiated costs can be claimed by the supplier.

XIII. Availability of spare-parts

1. The supplier ensures to be able to supply us with delivery items or parts thereof as spare-parts for a period of 10 years after termination of the supply relationship under reasonable conditions.

2. If the supplier intends to stop the production of spare-parts for products delivered by us, he shall immediately notify us thereof after having made the decision as regards the ending of production. This decision has to be - save as provided in paragraph 1 - at least 12 months before ending the production.

XIV. Prices

The prices agreed are fixed prices. Unless otherwise agreed by written agreement, the price comprises delivery and transport to the dispatch address stated in the contract, including packaging.

XV. Payment conditions

1. Unless otherwise agreed in writing, the payment shall be made within 14 days with a 3 % discount or within 90 days without any discount. Should the settlement be made in form of part payments, we shall in no case lose our right to claim discount deductions as regards partial amounts paid in time, even if such other partial amounts are not paid within the period for discount or, respectively, on due date.

2. Payment does neither signify an acknowledgement of the correctness of the delivery or service nor a waiver of any of our rights.

XVI. Deadline for payment

1. The period commences with receipt of the contractual service and a proper and verifiable invoice.

2. In case of acceptance of early deliveries, the period starts on the agreed delivery date at the earliest.

3. Payments owed shall be deemed effected in time upon receipt of the transfer order by our bank. Any bank fees of the receiving bank are payable by the supplier.

4. Our order number, item number, quantity delivered and delivery address shall be indicated in all confirmations of order, delivery documents and invoices. Should one or more of these details be missing and should, due to this, the processing at our company in the course of our ordinary business operations be delayed, the deadlines for payment mentioned in this paragraph shall be prolonged by the delay period.

XVII. Default in payment

In case of default in payment, we shall be payable default interests in the amount of five percentage points above the base rate, pursuant to Art. 247 of the German Civil Code (BGB).

XVIII. Setting-off (by way of compensation)/ Retention right

1. We shall be entitled to set-off and retention rights as well as the right to object to unfulfilled contract to the extent permitted by law. In particular, we are entitled to retain interests due as long as we are entitled to claims

arising out of incomplete or deficient services against the seller.

2. The supplier shall only be entitled to set-off and retention rights in case of legally and finally established or uncontested counter-claims.

XIX. Invoicing

1. Invoices shall immediately be sent to us, indicating all data of the order after delivery or, respectively, complete performance of services. The text of the invoice shall be drafted and the invoices broken down in a way that the comparison with the order and the verification of the invoice can be effected. The number of the order and the data of the order shall be mentioned in the invoice. Time reports confirmed by us have to be enclosed to invoices on work performed or on assemblies. With goods requiring permits for their export, the invoice has to contain all necessary identification information and data.

2. We reserve the right to return the invoices untreated, which do not fulfil these prerequisites, in particular as regards the data of order, or do not comply with the regulations on value-added-tax. In such a case, the invoice is considered as not submitted.

XX. Transfer of risk

In case of deliveries with installation or assembly and with services, the risk is transferred upon acceptance, in case of deliveries without installation or assembly when such deliveries are taken over by us at the "destination". DDP "destination" shall be applicable, unless provided otherwise. If delivery "ex works" was convened, we and the recipient designated by us shall be notified of the dimensions and the weight of the shipment on time. The transport insurance will be obtained by us, insofar we are obliged to do so under the delivery terms convened (Incoterms in their respective currently valid version). We shall solely be liable within the framework of the existing adequate insurance.

XXI. Delivery

The delivery of goods to the incoming goods department at the respective delivery address has to be effectuated at the good transfer times named in the order. All shipments have to be accompanied by a delivery note with our number of order, number of article and number of supplier and the net weight outlined on an item-related basis.

XXII. Partial delivery/ over and under delivery

Partial deliveries, over and under deliveries shall only be permissible after express authorization by us in writing.

XXIII. Alteration as to the place of delivery / time of delivery

We are entitled – within reasonable limits – to alter time and place of delivery as well as type of packaging at any time by written notice within a period of 14 calendar days prior to the agreed delivery date at the latest.

XXIV. Transport/Packaging

1. All specifications made by us as regards the type of transportation, forwarding agent and shipping instructions are to be complied with.

2. To the extent that the agreement made on price does not cover packaging and the consideration for packaging – which was not only provided on a loan basis – is not expressly defined, same shall be calculated on verifiable net-cost basis. Should we not prescribe a certain type of

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transportation or packaging, shipment has to be effected at the best costs and packaging has to be in a merchantable and proper manner. Otherwise, all negative consequences as well as increased costs resulting thereof have to be borne by the supplier. Upon our request, the supplier has to take back the packaging at his own expenses.

XXV. Export: Export regulations and documents

1. The supplier shall comply with the requirements under national or international export legislation, customs legislation and foreign trade laws, respectively applicable as regards all the goods to be delivered by him and for all the services to be provided by him, as well as to provide the necessary export permits, unless - under applicable law - it is not the supplier but us or a third party that is obliged to apply for such export permits.

2. Are products and their documentation destined for export or re-export by us, the validity of the contract is subject to the condition that the supplier presents the documents necessary for export, that the goods to be exported are classified under the applicable legal provisions, and, insofar applicable, that the supplier assists us to a reasonable extent to obtain the export permits. Prior to his performance of his deliveries and services, the supplier shall provide us all necessary proof (e.g. certificates of origin), we require to obtain duty benefits and other benefits and customs clearance as well as in the course of all processes, actions etc..

3. The supplier shall notify us in writing of, which components, assembly groups, equipment, facilities, documents are subject to export and re-export restrictions under the German foreign trade law, the EC-dual use regulation 428/2009 and / or the US re-export regulations.

4. Should the applicability of further foreign trade law regulations become known to the supplier in the course of or after completion of the order, the supplier shall notify us thereof immediately in writing.

5. Should the supplier not meet his obligations under this par. IV, the supplier shall reimburse all damages and expenses resulting to us and/or our customers thereof.

6. Should the export permit not be granted, not be prolonged or should the permit be withdrawn for any reasons, for which the supplier is responsible, we are entitled to cancel the supply contract.

XXVI. Delivery Period

1. The delivery date indicated by us in the order shall be binding. If the delivery time is not indicated in the order and was also not convened otherwise, it shall be 3 weeks upon conclusion of the contract. The supplier shall be obliged to inform us immediately in writing if the agreed delivery time - for any reason whatsoever - can likely not be met.

2. Relevant for the compliance with the delivery date or delivery period is the receipt of the goods at the place of destination indicated by us. The supplier shall immediately notify us of any noticeable delay in his performance, stating the reasons of such and the probable duration of the delay. The supplier can only bring forward reasons of delay that are not imputable by him, if the supplier has fulfilled his notification obligation. In the case of default, we are entitled to request a **contractual penalty** from the supplier.

3. If the supplier defaults, we are entitled to claim a contractual penalty in the amount of 0.3% of the net price per each business day in default, in total however not more than 5% of the net price of the supplied and delayed goods. Our legal claims out of default shall not be affected

by the agreement of the contractual penalty or if such is claimed. Any contractual penalties paid shall be set-off against claims for damage. The contractual penalty can be claimed until payment of the goods delivered behind schedule. Furthermore, we are entitled in case of default in delivery to withdraw from the contract after setting a reasonable grace period. This shall also be valid, if a partial delivery which is behind schedule was previously accepted by us without any reserve. If a fixed-date-transaction ("Fixgeschäft") was agreed upon, it is not necessary to set a grace period.

4. Extra costs for accelerated transportation necessary in order to comply with the delivery date have to be borne by the supplier.

XXVII. Early Delivery

In case of early delivery, we reserve the right to bill the supplier the extra costs resulting thereof, such as storage and insurance costs, as well as to make the payment on the delivery date as convened. Until the agreed date, we shall only be held liable as a custodian.

XXVIII. Refusal to accept delivery

In absence of or in case of incomplete, convened payment instruments (e.g. letter of credit), insufficient shipping documents, in particular in absence of order data to be reported back, we reserve the right to refuse to take over the delivery at the expenses and risk of the supplier.

XXIX. Confidentiality obligation

1. The supplier undertakes to keep the information provided to him, such as drawings, documents, findings, samples, manufacturing equipment, models, data carriers etc. (in the following jointly referred to as "information") secret, not to disclose such to third parties (also not to sub-suppliers) without our written consent and not to use such for any other purpose than for the agreed purpose. This obligation shall not be valid for information that he was already legitimately aware of upon receipt without this information being subject to the obligation of confidentiality or he subsequently legitimately became aware of without this information being subject to the obligation of confidentiality, that - without any violation of the contract by one of the contractual parties - is generally known or becomes generally known or for which he was granted written permission for other use.

2. Same shall be valid for personal data and information concerning us or third parties that the supplier receives knowledge of in connection with our order. The supplier shall protect all such information and results, in particular from any third party access and he shall comply with the data secrecy provisions and he likewise shall commit his employees concerned therewith to the corresponding confidentiality.

XXX. Prohibition to reproduce

We reserve the property right and all other rights (e.g. copyrights) of any information made available by us. Reproductions need our prior written approval. The reproductions become our property upon execution of such. It shall be convened between the supplier and us that the supplier keeps the reproductions safe for us. The supplier undertakes to carefully keep the documents made available to him and the equipment as well as reproductions thereof safe at his expenses, to maintain and insure them and to hand them over to us or, respectively, to destroy them at any time on our demand. He is not entitled to a retention

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right, for any reason whatsoever. The complete return or, respectively, destruction has to be confirmed in writing.

XXXI. Prohibition of advertising

The supplier is not entitled to use our business relationship for advertising purposes, unless we have priorly approved of such in writing.

XXXII. Violation of confidentiality obligation / prohibition of advertising or to reproduce

1. If the supplier culpably violates the confidentiality obligation or violates the prohibition of advertising or to reproduce, he has to pay a **contractual penalty** for each violation of his obligations. In case of intentional behaviour, the objection of continuation of the offence is excluded. The contractual penalty is between EUR 5,000.00 and EUR 25,000.00. It has to comply with the exercise of reasonable discretion. Decisive are the disadvantage caused to us (also intangible disadvantages) as well as the degree of the violation of his duty and the culpability of the supplier.

2. Insofar as within a period of two weeks after our written request an agreement on the amount of the contractual penalty cannot be reached with the supplier, a judge of the Higher Regional Court having jurisdiction as regards the seat of our business shall be appointed as referee by the president of the same Regional High Court and shall bindingly decide after having heard the contractual parties (this may also only be in writing).

3. Any contractual penalties paid have to be set-off against claims of damage which are identical as regards the underlying interests.

XXXIII. Data Protection / Consent to use data

1. We want to point out that we store personal data in compliance with legal provisions and process such in connection with business transactions.

2. The data of the supplier (data from the Companies' Register, address, telephone and fax number as well as any other information necessary for addressing purpose, that result from modern communication techniques, industrial locations, contact persons, goods ordered, delivery quantities) obtained from each business transaction are generally only electronically processed for the purpose of fulfilment of the contract, in particular for administrative or billing purposes. The supplier herewith **expressly consents** in the transmission of the stored data obtained from the respective business to other companies of the SWARCO-group for information purposes (e.g. purchase pooling) and within the scope of the group's reporting duties for statistical and risk management purposes and that these companies as well as we ourselves send information on goods or services in writing or via email to the supplier or to contact him in any other manner (e.g. via telephone). Such consent can be withdrawn at any time in writing or per email.

XXXIV. Warranty Rights

1. The legal provisions apply regarding our rights in case of defects as to quality or to title of the goods (including false and short deliveries as well as improper installation instructions, operating instructions and instructions for use, declarations of conformity or installation specifications) and in case of other violations of obligations by the supplier, unless otherwise provided for in the following. In all cases, the special statutory provisions remain unaffected in case of final delivery of the goods to a consumer (supplier re-

course pursuant to Articles 478, 479 of the German Civil Code, BGB).

2. The warranty period is – in derogation of the statutory provisions – 36 months, unless otherwise mandatorily provided for by law or if differently agreed on in the order. Special legal provisions regarding claims resulting from supplier recourse in case of final delivery to the consumer (Art. 479 of the German Civil Code, BGB) remain unaffected thereof.

3. Pursuant to the statutory provisions, the supplier is in particular responsible that the goods have the agreed characteristics at the time when the risk is transferred on us. Those descriptions of products that are integral part of the respective contract or have been integrated in the contract similarly to the General Terms and Conditions of Purchase – in particular by description or reference in our order – are deemed to be agreed upon. It makes no difference whether the product descriptions stem from us, from the supplier or from the producer.

4. Contrary to Art. 442 par. 1 second sentence of the German Civil Code (BGB), we shall also be entitled to claim for defects without restriction if the defect remained unknown to us upon conclusion of the contract as a result of gross negligence.

5. For the commercial inspection obligation and the duty to notify defects, the legal provisions (Articles 377, 381 of the German Commercial Code, HGB) shall be applicable subject to the following conditions: Our inspection obligation shall be limited to the defects that become evident during our incoming goods inspection through external survey including the shipping documents as well as during our quality control by way of random sample test procedure (e.g. transport damages, wrong delivery and short delivery). Insofar as acceptance is agreed upon, no inspection obligation arises. For the rest, it depends to what extent an inspection taking into account the circumstances of the individual case is feasible in the course of ordinary business. Our duty to give notice regarding later discovered defects shall remain unaffected.

6. In all cases our notification of defects (defect complaint) shall be considered as immediately and timely effected if it is received by the supplier within a period of 5 calendar days.

7. Costs incurred by the supplier for the purpose of testing and rectification (including any dismantling and assembly costs) shall be borne by such even if it turns out that in fact no defect existed. Our liability for damages in case of unjustified claim of rectification of defects remains unaffected; we shall however only be liable insofar as we realized or did gross-negligently not realize that no defect was given.

8. If the supplier fails to comply with his obligation to render supplementary performance - at our option either by removing the defect (rectification) or by delivery of an item which is free of defects (replacement delivery) – within a period fixed by us, we are entitled to remove the defect ourselves and to claim reimbursement of the necessary expenses or, respectively, the respective advance payment therefore from the supplier. If rectification failed by the supplier or is unacceptable for us (e.g. because of particular urgency, a threat of the safety or impending occurrence of disproportionate damages), it is not necessary to set a deadline; we will immediately inform the supplier on such circumstances, as far as possible in advance.

9. Moreover, we are entitled in accordance with the legal provisions to claim reduction of the purchase price or to

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withdraw from the contract in case of a defect as to quality or to title. Furthermore, we are entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

10. The supplier shall also reimburse our customers' or our costs incurred in situations leading up to or arising in connection with liability for defects to the extent that such costs have been incurred for the purpose of avoiding, preventing or mitigating damages (e.g. recalls) to the extent that the supplier is responsible thereof. In case of substantial constitutions to the cause on our part (gross negligence, obvious errors) with products still requiring processing, the supplier shall bear these expenses on a pro-rata basis.

11. Unless otherwise agreed, the supplier undertakes to reimburse all expenses we are legally or contractually obliged to hold our customers harmless of and which are caused by defects of the delivery purchased from him.

XXXV. Series defects

1. Should series defects occur, the supplier undertakes within a period of five years to remedy damages at his own expenses (in particular such as labour/material/transportation, installation and removal) and to replace all similar parts, also such, that have until that date functioned properly.

2. Series defects are defects in which products or components or part systems or systems have an error frequency that clearly lies outside the usually expected values or the values indicated by the offeror. A series defect is given in particular if at least with 2% of similar products, components, part systems or systems an error occurs caused by a comparable cause of the error.

XXXVI. Supplier recourse

1. Besides claiming for defects, we are entitled to claim recourse under statutory law within the supply chain supplier recourse pursuant to the Articles 478, 479 of the German Civil Code, BGB) without any restriction. We are in particular entitled to claim exactly the type of supplementary performance (rectification or replacement delivery) from the supplier that we owe our customer in the particular case. Our statutory option right (Art. 439 par. 1 of the German Civil Code, BGB) shall hereby not be restricted.

2. Before we recognise or satisfy a warranty claim asserted by our customer (including reimbursement of expenses pursuant to the Articles 478 par. 3, 439 par. 2 of the German Civil Code, BGB)) we shall notify the supplier thereof and – after short description of the facts – ask for written statement. Should the statement not be provided within reasonable time and is it not possible to find an amiable solution, the claim for defects actually granted by us shall be deemed to be owed to the customer; the supplier is responsible for supplying counter evidence in that case.

3. Our claims for supplier recourse shall also apply if the goods are further processed by us or by one of our customers, e.g. by incorporation into another product, before they are being sold to a consumer.

XXXVII. Acceptance

1. The mere acceptance of deliveries or services, their temporary use or even payments made shall neither signify acceptance nor waiver of rights we are entitled of. Receipts of the acceptance of goods shall not be considered as declarations made by us to finally accept the delivered goods.

XXXVIII. Third-parties' intellectual property rights

1. The supplier shall guarantee us in accordance with paragraph 2 that by the products delivered by him no third parties' proprietary rights are infringed in any country of the European Union or in any other countries in which he produces the products or has them produced.

2. The supplier is obliged to exempt us from all claims a third party may invoke against us based on an infringement of an industrial property rights under paragraph 1, and to reimburse us all necessary expenses linked to this claiming.

3. Such entitlement does not arise if the supplier manages to prove that he is neither responsible of this violation of proprietary rights nor that he must have had knowledge thereof when applying entrepreneurial due diligence at the time of delivery

XXXIX. Product liability of the supplier

1. Notwithstanding other obligations, the supplier shall indemnify and hold us harmless from and against any product liability claims of third parties resulting from products delivered by him. The supplier shall, in any case, be obliged to reimburse us all costs resulting from the defence of a claim or from compensation.

2. For a period of 11 years after the last delivery, the supplier undertakes to provide us immediately, at the latest within 2 weeks, upon our demand with the names of the respective manufacturer, importer or upstream supplier with regard to the products delivered by him as well as to immediately make available to us useful evidence to defend against product liability claims raised by third parties, such as in particular manufacturing documents and documents, indicating production and delivery batches and/or production and delivery date.

3. For the duration of the supply relationship, the supplier is obliged to maintain adequate insurance cover for risks as described under this section. Proof of such insurance coverage has to be provided to us upon our demand.

XL. Documents/ Tools

1. We reserve our property right and copyright in purchase orders, orders placed as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier shall not make them accessible neither to third parties without our prior express consent nor use or reproduce such himself or let third parties use or reproduce such. He has to entirely return such documents on our request, if he does not need them anymore within of his ordinary course of business or if the contractual negotiations do not lead to the conclusion of a contract. Copies made hereof by the supplier shall be destroyed in that case; excepted from that is only the storage to the extent required under statutory storage obligations as well as the storage of data for security purpose as part of usual data storage practice.

2. Tools, equipment and models that we place at the supplier's disposal or that are produced for the purpose of the contract and which are charged separately by the supplier remain in our ownership or become our ownership. They have to be marked by the supplier as being in our ownership, they have to be carefully kept safe, to be protected against any damages of any kind whatsoever and are only to be used for the contractual purpose. The contractual partners share the costs for their maintenance and reparation equally, unless agreed otherwise. To the extent that

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these costs result however from defects of goods produced by the supplier or from improper use by the supplier, his employees or any other vicarious agents, they have to be borne solely by the supplier. The supplier shall immediately inform us of all not insignificant damages to these objects. He is obliged to return and surrender the objects to us upon request in a proper condition, provided that he does not need them any more to fulfil the contracts concluded with us.

3. The supplier has to insure the objects provided by us, such as tools, to the extent agreed, and – should no agreement be reached – to the usual extent.

4. The supplier herewith expressly declares to be in the possession of all industrial authorizations as well as any other authorizations necessary to ensure the performance of the services as agreed and he will make – upon our request – the respective documents available to us. Should for the performance of the work special official permits, licences or acceptances be necessary, those have to be obtained by the supplier in time without any specific remuneration.

5. All documents, such as for example plans, drawings and models, samples or formulations become our property - this is also valid if the contract is terminated early - and shall be surrendered to us upon our request. The supplier exclusively, irrevocably and without additional claim of remuneration grants us a sub-licensable, temporally, locally and contentwise unrestricted right as well as the permission to use (to the same extent) the works resulting from this order. We are therefore entitled to exploit and otherwise use the plans and other documents without further involvement or consent of the supplier, by realizing the respective plans in the original or altered form.

XLl. Hardware and Software

1. Hardware and Software shall always represent a unit, unless otherwise provided.

2. Should the supplier deliver software that was not individually developed for us, he shall grant us a transferable and non-exclusive right of use. This right of use is temporally unrestricted if the payment of a single fee was agreed upon. With respect to software which was individually developed for us, the supplier grants us an exclusive, transferable and temporally unrestricted right of use of the work for any type of use, also excluding the supplier himself from the use. Unless otherwise provided for in writing, an actual version of the source code of the software has to be delivered. The supplier is going to install the software. After installation, he shall surrender to us a data carrier, readable by our system, containing the source and object code as well as the related documentation (content and structure of the data carrier, programmes and data flow plans, test methods, test programs, error handling and so on).

3. In the case of software that was developed for us individually, the supplier agrees to modify / improve the software according to our specifications against adequate reimbursement of the costs for a period of 5 years after delivery of the delivery item. In the event that the software stems from the pre-suppliers, he shall accordingly convey those obligations to them.

4. During the warranty period, the supplier undertakes to make all subsequent program versions, containing an error correction ("Updates") available free of charge. Furthermore, he undertakes to offer us maintenance and software servicing for the delivered software for at least 5 years from the date of acceptance at customary market condi-

tions. During the period of warranty, the maintenance charges will be reduced accordingly.

XLII. Force Majeure / Long term inability to deliver

1. Industrial disputes, riots, official interventions and other unforeseeable and unpreventable events free the supplier and us for the duration of the disruption and within the extent of its effects to perform the delivery obligations. The party concerned has to immediately and comprehensively inform the other contractual party and to make all efforts within reasonable bounds to limit the effects of such events. The party concerned has to immediately inform the other contractual party on the end of the disruption.

2. Should the supplier be affected by one of the aforementioned events or in the event of long term inability to deliver, he will to the best of his abilities support the shift of production of the delivery item to us or a third party, including the licensing of intellectual property rights necessary for the production on terms customary in the industry.

XLIII. Cancellation right

1. The right of each contractual partner to cancel this contract for serious grounds without notice remains unaffected. A serious ground shall in particular be given if:

- a) the other contractual partner defaults with two or more individual deliveries (in case of the supplier) or, respectively, with the payment of the purchase price regarding two or more individual deliveries (in case of the purchaser) and if this default remains unremedied for a period of more than two weeks after receipt of the notice of the cancelling contractual partner in which he threatens with cancellation or reserves such;
- b) regarding the assets of the other contractual partner an insolvency proceeding is opened or if the other contractual partner applies for an insolvency proceeding to be opened or if protective measures are ordered regarding his assets pursuant to Art. 21 of the German Insolvency Proceeding Act (InsO);
- c) it cannot reasonably be expected that a contractual partner sticks to the contract for any reason whatsoever lying in the person of the other contractual partner, taking into account the circumstances of the individual case and of the interests of both parties, in particular if circumstances regarding the person of the other contractual partner exist which justify expectations that such will not be able to fulfil his obligations under this contract on a permanent basis.

XLIV. General Provisions

1. Place of performance for the deliveries or services is the "place of destination"; with respect to payments the place of performance is our seat in Unterensingen.

2. The contractual relationship shall be governed by German Law, with the exception of such rules, referring to the law of other states. The application of the United Nations Convention on the International Sales of Goods (CISG) shall in any case be excluded.

3. Exclusive place of jurisdiction for all disputes arising out of the contractual relationship shall be at our seat of the business in Unterensingen. International place of jurisdiction shall however also be at our seat of the business. We are however furthermore entitled to file a claim against the supplier at the place of performance of the supply obligation.

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4. Should one provision be or become ineffective, the validity of the other provisions shall remain unaffected.

5. We are entitled to transfer and assign rights and obligations out of the contractual relationship with the supplier onto another company of the SWARCO-group. The supplier shall have no right to cancel the contract for reasons of such assignment or transfer.

6. The supplier shall inform us in writing upon presentation of his offer at the latest, should he himself or members of his management have been convicted by a final court judgement of a national court for bribery of public officials during the period of 5 years preceding the presentation of offer and to immediately inform us in writing should the supplier or members of his management be formally accused by a national court of having committed an act of bribery of public officials at any time between presentation of the offer and acceptance of the deliveries/services of the supplier. Such notifications shall ensure compliance with the requirements laid down by the OECD Recommendation on the prevention of corruption in connection with national export guarantees.

7. The supplier is obliged to comply with the laws of the respective jurisdiction(s) applicable. In particular, he will neither actively nor passively, directly nor indirectly be involved in any form of corruption, violation of fundamental rights of his employees or in child labour. He shall moreover assume responsibility for the health and security of his employees in their working environment, observe environmental protection rules and he will use best efforts to promote the adherence to this Code of Conduct by his suppliers and call for his suppliers comply with this Code of Conduct. Should the supplier culpably breach these obligations, we are – irrespective of further claims – entitled to withdraw from the contract or cancel it.